

REQUEST FOR QUALIFICATIONS

OPEN SOLICITATION

Environmental Field Sampling Services

October 12, 2026

SAN FRANCISCO ESTUARY INSTITUTE / AQUATIC SCIENCE CENTER



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1 RFQ – OPEN SOLICITATION SUMMARY

1.1 INTRODUCTION

The Aquatic Science Center, a joint powers authority, and San Francisco Estuary Institute, a 501(c)(3) nonprofit organization (SFEI/ASC), seek to retain the services of one or more qualified vendors (Vendors) to provide environmental field sampling services. The Request for Qualifications (RFQ) process will be aimed at generating a list of pre-qualified Vendors to support SFEI/ASC projects.

SFEI/ASC seeks to develop a list of pre-qualified Vendors with proven expertise and extensive experience conducting environmental field sampling and monitoring in support of watershed, estuarine, water quality, sediment, contaminant, habitat, ecological, and related environmental studies. Vendors may provide expertise in one or more of the environmental field sampling service categories described in Appendix C.

Inclusion in the Pre-Qualified List (PQL) does not constitute a contractual agreement. Services will be procured from Vendors included on the PQL, after a competitive qualification and cost evaluation for the project-specific services needed, through project-specific contracts ("Agreements"). An additional evaluation will be conducted each time new sampling services are added, via addenda, to the RFQ. For each addendum, Vendors will be invited to submit their prices/capabilities for the new services. All procurements will be conducted in a manner compliant with 2 CFR 200 and 40 CFR Part 33.

The anticipated total amount and duration of Agreements are as follows:

Estimated Agreement Values: \$5,000 - \$400,000

Because services will be required on an "as needed" basis, this RFQ is structured on a unit cost, task-order basis following execution of Agreement(s). We anticipate that multiple project-specific Agreements will be issued.

Agreement Duration: a few months to three (3) years

The term "Vendor" shall refer to any legal entity(ies) submitting qualifications in response to this RFQ.

1.2 RFQ SCHEDULE

The following dates for issuance of the RFQ, receipt and evaluation of qualifications, as well as award of an Agreement, are tentative, non-binding, and subject to change without prior notice:

Advertisement of RFQ	October 12, 2026
Pre-Submittal Conference	October 15, 2026
Deadline for Vendors to Submit Questions	October 30, 2026
Deadline for Vendors to Submit Qualifications for Initial Qualification Review*	November 13, 2026
Posting of Initial Pre-Qualified Vendor List	December 11, 2026
Updating of Pre-Qualified Vendor List	On an as-needed basis, when SFEI/ASC seeks to establish future contracts for environmental field sampling services

*This RFQ is structured as an open solicitation. Following the initial RFQ timeline shown above, Vendors will be permitted to submit their Statements of Qualifications (SOQs) on an ongoing basis. As needs arise, when SFEI/ASC requires environmental field sampling services, the Vendors who have submitted SOQs will be evaluated. Additionally, prior to future rounds of evaluation, this RFQ may be amended to add additional environmental field sampling services not currently listed in Appendix C in order to meet future programmatic or project needs. When this occurs, all Vendors will be notified and invited to submit supplemental SOQs for the additional services with a minimum of 30 days to respond.

1.3 PRE-SUBMITTAL CONFERENCE

Pre-submittal conference information

Time: 11:00am-12:00pm PDT

Date: October 15, 2026

Location: virtual, contact Beth Birmingham (bethb@sfei.org) for meeting login information

SFEI/ASC encourages attendance at the pre-submittal conference. SFEI/ASC will address questions regarding the RFQ at this conference and may provide new information at that time. While SFEI/ASC staff may provide oral clarifications, explanations, or responses to any inquiries, SFEI/ASC will not be bound by any oral representation. If SFEI/ASC provides any new and/or substantive information in response to questions raised at the pre-submittal conference, SFEI/ASC will memorialize it in a written addendum to this RFQ.

1.4 REQUESTS FOR INFORMATION AND ADDENDA/CHANGE NOTICES

All requests for information concerning the RFQ, whether submitted before or after the pre-submittal conference, must be in writing and submitted to Beth Birmingham via email (bethb@sfei.org) by October 30, 2026.

SFEI/ASC will provide any interpretation of, or make any change in, the RFQ by addendum, which will become part of the RFQ and may be part of any Agreement that SFEI/ASC awards. SFEI/ASC will make reasonable efforts to post any modifications to the RFQ in a timely manner on the SFEI/ASC RFQ webpage at <https://www.sfei.org/about/rfps>.

If any new and/or substantive information is provided in response to questions raised at the pre-submittal conference, it will be memorialized in a written addendum to this RFQ and posted on the SFEI/ASC website at: <https://www.sfei.org/about/rfps>.

This RFQ will only be governed by information provided through written addenda. With the exception of Disadvantaged Business Enterprise (DBE) or contracting inquiries, no questions or requests for interpretation will be accepted after October 30, 2026.

Vendors that have requests for information concerning the RFQ after the initial review deadline may contact Beth Birmingham at bethb@sfei.org and will receive a response as soon as is practicable. Full SOQs may not be reviewed until additional needs necessitate a new evaluation process for a new scope of work (SOW), as outlined in Section 1.2.

1.5 DIVERSITY IN CONTRACTING

EPA regulations at [40 CFR Part 33, "Participation by Disadvantaged Business Enterprises in U.S. Environmental Protection Agency Programs"](#) set forth requirements to ensure nondiscrimination in the award of contracts under EPA financial assistance agreements. These requirements apply to subrecipients in accordance with [40 CFR 33.102](#) and the definition of "Recipient" in [40 CFR 33.103](#). Pursuant to a class exception issued on March 17, 2025, the EPA is suspending negotiations of fair share objectives with recipients under 40 CFR Part 33, Subpart D; recipient reporting requirements under 40 CFR 33.502; and the compliance and enforcement provisions under 40 CFR 33.105. EPA is also waiving the requirement to collect the final EPA Form 5700-52A, MBE/WBE Utilization Under Federal Grants and Cooperative Agreements as part of the closeout procedures of an EPA award. The class exception was authorized pursuant to the authority in [2 CFR, Section 1500.4\(b\)](#). For additional details see the Recipient/Applicant Information Notice [RAIN-2025- G02](#).

1.6 LIMITATIONS ON COMMUNICATIONS

From the date this RFQ is issued until completion of the competitive process of this RFQ, either by cancellation or by final action of SFEI/ASC, Vendors and/or their representatives or other interested parties may communicate with SFEI/ASC about matters related to this RFQ only as instructed in this RFQ.

Any attempt to communicate with or solicit any SFEI/ASC staff member or representative, except as instructed by this RFQ, is prohibited. Failure to comply with this communications protocol may, at the sole discretion of SFEI/ASC, result in the disqualification of the Vendor from the competitive process. This protocol does not apply to communications with SFEI/ASC regarding business not related to this RFQ.

2 BACKGROUND

The San Francisco Estuary Institute (SFEI) is an environmental research institute and a 501(c)(3) nonprofit organization. The Aquatic Science Center (ASC) is a joint powers authority staffed entirely by SFEI/ASC employees that was formed to provide scientific support to agencies and organizations working on water quality protection, policy development, and assessment. Since the early 1990s SFEI/ASC has developed programs and focus areas that represent a holistic approach to advancing the health of the San Francisco Bay Estuary.

We are a growing organization that currently employs more than 90 interdisciplinary staff representing numerous scientific and technological fields, including environmental chemistry, fluvial and estuarine modeling, ecology, wildlife biology, landscape planning, historical ecology, geomorphology, geospatial analysis, web development, and science communications. Our independent, objective science informs far-reaching state and federal policies and helps prioritize billion-dollar infrastructure and nature-based investments.

The focus of this RFQ is to support our environmental monitoring and field sampling activities across a variety of research areas. The respondents to this RFQ will support scientific studies associated with the Regional Monitoring Program for Water Quality in San Francisco Bay (RMP), the San Francisco Bay Nutrient Management Strategy (NMS), and broader Bay management efforts.

SFEI/ASC seeks qualified Vendors capable of providing high-quality environmental field sampling services that generate scientifically defensible data to support research, monitoring, regulatory compliance, and environmental management decisions.

SFEI/ASC may use monies from various sources to fund the scope of services included in this RFQ. Fund sources could include federal, state, local, private, and non-profit support. The terms of this RFQ are written to expressly comply with requirements of grant agreements with the Environmental Protection Agency (EPA).

3 SCOPE OF SERVICES

3.1 DESCRIPTION OF SERVICES

The primary role of the Vendor will be to perform one or more of the following tasks, as applicable to the project-specific scope of work:

- **Task 1.** Sampling and Analysis Plan (SAP) Development
- **Task 2.** Field planning, Logistics, Mobilization, and Preparation Support
- **Task 3.** SAP Implementation: Conduct and / or Support Field Sampling Collection and Field Measurements
- **Task 4.** Sample Handling, Preservation, and Chain of Custody
- **Task 5.** Quality Assurance / Quality Control
- **Task 6.** Data and Reporting Deliverables
- **Task 7.** Sample Archives and Sample Management
- **Task 8.** Field Operations, Coordination, and Meetings

Vendors may utilize any widely accepted and technically appropriate field sampling techniques, equipment, and procedures, provided the selected approach is scientifically defensible, consistent with industry standards and applicable project requirements, and compatible with the field sampling needs detailed in Appendix C. Vendors may propose alternative or modified approaches where appropriate, subject to SFEI/ASC review and approval.

Selected Vendors will work under the direction of the SFEI/ASC Principal Investigator (PI) and Project Manager (PM) identified during the contracting process, in coordination with SFEI/ASC field, technical, data management, and quality assurance staff, as applicable to each project.

3.2 CONTRACT TERM AND SCHEDULE

Because services will be required on an "as needed" basis, this RFQ is structured on a unit cost, task-order basis following execution of contract(s). We anticipate that multiple Agreements will be issued, with durations ranging from a few months to three (3) years. SFEI/ASC may amend or extend the contract beyond the initial specified period to accommodate the terms and conditions of the funding source within a three (3)-year period provided a market survey conducted by SFEI/ASC indicates that the prices the contractor proposes are reasonable.

SFEI/ASC expects timely completion of field sampling activities and associated deliverables. Project-specific schedules will be established during contract negotiations and may include milestones for sampling planning, mobilization, field implementation, laboratory coordination (if applicable), data submittal, and reporting. Vendors should identify any anticipated scheduling constraints, dependencies, requirements, or other factors that may affect project timelines.

3.3 DETAILED DESCRIPTION OF TASKS

The following is a general description of tasks that may be required to complete project-specific field sampling assignments. Successful candidates will be able to complete one or more tasks identified in this section. The ability to perform all environmental field sampling services identified in Appendix C is not required. In your SOQ, clearly state which services from Appendix C your team is capable of performing.

Task 1. Sampling and Analysis Plan (SAP) Development

- Review project objectives, sampling locations, field conditions, anticipated sample types, analytical requirements, and other project-specific requirements.
- Assist SFEI/ASC with preparing or refining Sampling and Analysis Plans.
- Recommend technically appropriate sampling methods, equipment, vessels, personnel, logistics, and field procedures.
- Identify anticipated scheduling constraints, site access considerations, equipment needs, safety considerations, and other factors that may affect field implementation.
- Identify potential sources of contamination and recommend appropriate contamination-control measures based on project-specific objectives and analytes.

Task 2. Field planning, Logistics, Mobilization, and Preparation Support

- Coordinate and/or provision vessels, vehicles, equipment, sample containers, field supplies, and other resources necessary to perform the approved field sampling activities, as specified in the project-specific scope.
- Receive, organize, label, and prepare sample containers and other field supplies.
- Confirm that equipment and supplies are appropriate, clean, functional, and ready for use.
- Coordinate with analytical laboratories regarding sample containers, preservation requirements, holding times, shipping requirements, and other applicable laboratory requirements.

Task 3. SAP Implementation: Conduct and / or Support Field Sampling Collection and Field Measurements

- Implement approved Sampling and Analysis Plans.
- Collect environmental samples using project-approved methods and appropriate equipment.
- Conduct field measurements and observations specified in the project-specific scope.
- Follow applicable sample handling, preservation, contamination-control, safety, and quality-control procedures.
- Document field conditions, station locations, sampling times, equipment used, deviations, problems encountered, and other information necessary to support data interpretation and quality assurance.

Task 4. Sample Handling, Preservation, and Chain of Custody

- Preserve, store, and handle samples under appropriate conditions and within applicable holding times.
- Initiate and maintain Chain of Custody documentation for collected samples.
- Transport and/or transfer samples to designated laboratories, repositories, or other destinations in accordance with project requirements and laboratory instructions.
- Coordinate sample shipments and resolve issues that could affect sample integrity or holding times.
- Maintain appropriate records tracking sample transfers, storage, and disposition.

Task 5. Quality Assurance / Quality Control

- Implement project-specific QA/QC procedures and applicable requirements identified in the project-specific QAPP, Sampling and Analysis Plan, or other governing documents.
- Implement appropriate field QC measures, which may include field blanks, equipment blanks, travel blanks, field replicates, calibration checks, and other measures specified for the project.
- Maintain appropriate contamination-control practices, including project-specific restrictions on materials, equipment, personal care products, cleaning products, or other potential sources of contamination.
- Document QA/QC activities, deviations, corrective actions, and other issues that may affect sample integrity or data quality.
- Notify SFEI/ASC of significant field issues, deviations, or conditions that may affect the quality or completeness of the data.

Task 6. Data and Reporting Deliverables

- Prepare field data, sample collection records, field notes, spreadsheets, CEDEN-compatible data, instrument data, Field/Cruise Reports, and other project-specific deliverables, as applicable.
- Provide complete and accurate documentation of field activities, including personnel, dates, locations, field conditions, sampling methods, equipment, deviations, problems encountered, and other substantive work completed.
- Provide data in formats specified by SFEI/ASC and consistent with applicable data management and QA/QC requirements.
- Address data management or QA/QC comments and make necessary corrections to deliverables.

Task 7. Sample Archives and Sample Management

- Maintain and manage archived environmental samples when requested.

- Retrieve, inventory, package, and ship archived samples to laboratories or other destinations as directed by SFEI/ASC.
- Maintain appropriate documentation of archived sample locations, transfers, and shipments.

Task 8. Field Operations, Coordination, and Meetings

- Participate in project planning meetings, field trainings, mobilization activities, and other coordination activities as requested.
- Coordinate with SFEI/ASC staff, laboratories, vessel operators, subcontractors, and other project partners, as applicable.
- Provide timely updates regarding field schedules, project status, challenges, deviations, and anticipated delays.
- Support field operations and planning as requested by the SFEI/ASC Project Manager and / or Principal Investigator.

3.4 SFEI/ASC STAFF RESPONSIBILITIES

The work to be performed and responsibilities to be assumed by SFEI/ASC staff are as follows:

- Upon initiating contract negotiations, provide the scope of work, which will include a list of the planned environmental field sampling services and their requirements.
- Identify sampling objectives, priorities, and locations.
- Coordinate site, vessel, facility, or other access where applicable.
- Provide existing background information, available data, and relevant project documentation.
- Provide or approve project-specific Sampling and Analysis Plans, QAPPs, sampling methods, and QA/QC requirements, as applicable.
- Coordinate with analytical laboratories regarding analytical requirements, sample containers, preservation, holding times, and other laboratory requirements, as applicable.
- Provide templates and guidance for required data and reporting deliverables.
- Review and approve project-specific field plans, proposed methods, schedules, and deliverables.
- Coordinate internal and external review of draft and final reports and data deliverables, as applicable.
- Once data deliverables, reports, or other work products are reviewed and deemed complete, review invoices and authorize payments in accordance with the project-specific contract.
- Coordinate with the Vendor on any project procedures, progress, and required decision points.

4 MINIMUM QUALIFICATIONS

The minimum qualifications set forth below are required for a Vendor to be eligible to submit qualifications in response to the RFQ. SOQs must clearly demonstrate compliance with the specified minimum qualifications. SFEI/ASC may reject SOQs that do not clearly meet the minimum qualifications without further consideration. SFEI/ASC reserves the right to request clarification from Vendors that fail to meet any minimum qualification requirements prior to rejecting a SOQ for failure to demonstrate compliance.

4.1 VENDOR QUALIFICATIONS

To qualify for award of the Agreement, the Vendor must demonstrate relevant expertise to successfully perform their role and responsibilities in the scope of services described in this RFQ.

Vendors must possess at a minimum the following qualifications:

- Vendor and Principal Investigator(s) with a relevant, strong technical experience in the applicable environmental field sampling service categories;
- Demonstrated experience collecting, handling, preserving, and documenting scientifically defensible environmental samples and field measurements in the applicable environments and service categories proposed by the Vendor;
- Proven ability to conform to the applicable Quality Assurance and Quality Control requirements listed in Appendix E;
- Vendor capacity and ability to complete work on schedule;
- Demonstrated experience collecting scientifically defensible environmental samples and field measurements in environments described in Appendix C included in your SOQ; and
- Ability to perform project-specific environmental field sampling services requested by SFEI/ASC, such as adhering to study-specific sampling methods, equipment, materials, and contamination-control protocols.

4.2 SUBCONSULTANTS

Any submittal involving a Prime Consultant-Subconsultant relationship or a Joint Venture Partnership will only be considered if it is fully transparent as to which vendor will actually perform the work requested for each specific environmental field sampling service in Appendix C. Further, submittals must demonstrate that the specific vendor to perform the service is qualified for that specific service.

All Subconsultants must be approved by the SFEI/ASC Project Manager.

5 STATEMENT OF QUALIFICATION RESPONSE FORMAT

5.1 STATEMENT OF QUALIFICATION SUBMISSION

All SOQs must be submitted online via the Link to Submit Statement of Qualifications for Environmental Field Sampling Services at <https://www.sfei.org/about/rfps>. For SOQs submitted on or before the November 13, 2026 deadline, confirmation of receipt will be provided via email within two (2) business days.

For technical or procedural questions regarding the online submittal, please contact Beth Birmingham, Project Manager, at bethb@sfei.org.

5.2 STATEMENT OF QUALIFICATION REQUIREMENTS AND FORMAT

Detailed SOQ requirements are listed below. The SOQ must include the following:

- ☐ Commitments
- ☐ SOQ Contact and Team Members
- ☐ DBE Statement
- ☐ General Vendor Qualifications and Work Approach
- ☐ Example Projects and Client References
- ☐ Proposed Service Categories (see Appendix C for reference)
- ☐ Pricing

Details on these elements are described in the subsequent subsections.

If the SOQ proposes services to be performed by vendors, each vendor must provide all information below for the specific services that it proposes to perform.

5.2.1 COMMITMENTS

Vendors must agree to the following commitments listed below:

- Vendor has the qualifications, appropriate licensing, if applicable, and experience to perform and complete the work described in this RFQ;
- Vendor's authorized representative certifies that all information submitted to SFEI/ASC is accurate and complete;
- Vendor's authorized representative has read and agrees to comply fully with the terms and conditions of the Sample SFEI/ASC Vendor Agreement (Appendix A) and EPA

Terms and Requirements (Appendix B) (any requested exceptions must be listed in the Vendor's SOQ); and

- Vendor agrees to comply fully with all applicable laws.

5.2.2 SOQ CONTACT AND TEAM MEMBERS

Identify the Vendor's Point of Contact for the SOQ, and if different, identify the contact for business matters for projects conducted for SFEI/ASC.

Identify and provide a resume or Curriculum Vitae (CV) for the Principal Investigator(s) for each environmental field sampling service identified in your SOQ. The Principal Investigator's resume or CV should clearly demonstrate experience, expertise, and capacity to ensure that the Vendor can successfully complete the scope of work for the proposed environmental field sampling service(s).

5.2.3 DBE STATEMENT

Vendors must provide a statement as to whether, according to the Environmental Protection Agency (EPA), your entity is considered a Disadvantaged Business Enterprise (DBE). EPA DBE program requirements are linked and described at

<https://www.epa.gov/grants/frequently-asked-questions-disadvantaged-business-enterprises>

5.2.4 GENERAL VENDOR QUALIFICATIONS AND WORK APPROACH

Each Vendor must provide its company's qualifications, commitment, strength, and technical capabilities to fulfill all applicable services proposed and associated requirements to successfully accomplish the work. This description must clearly demonstrate that the Vendor meets all the minimum qualification requirements outlined in Section 4 of the RFQ.

- Provide evidence of relevant professional qualifications, certifications, publications, project experience, or other credentials demonstrating technical competence for the proposed environmental field sampling service(s).
- Summarize the Vendor's approach for coordinating and managing field sampling activities to meet required timelines and provide scientifically sound results. Specifically, describe your firm's capacity to handle multiple concurrent field sampling projects, the typical 'bench depth' (number of qualified staff) available for backstopping key roles like the Principal Investigator, and the internal protocols used to monitor project milestones and prevent schedule slippage.
- Specify the geographic areas where field services can be provided.
- Specify any exceptions requested from the Sample SFEI/ASC Vendor Agreement (Appendix A), EPA Terms and Requirements (Appendix B), and Tracking Bay Health QAPP (Appendix E).
- Provide the following:
 - A list of all other Doing Business As (DBAs) used by company officers for the last three years.

- A list of affiliations with other businesses that may present a possible conflict of interest. Vendors must disclose any current or anticipated financial interests that could create an actual or perceived conflict regarding study outcomes, management recommendations, or project decisions supported by the field sampling, monitoring, data collection, or related project activities.

5.2.5 EXAMPLE PROJECTS AND CLIENT REFERENCES

Vendor must provide a description of at least three similar projects previously managed by the Vendor and the proposed Principal Investigator within the last five years. The similar projects must be of the type specified in this RFQ and include the Vendor's proposed field sampling disciplines, field data collection methods, sampling report types, and QA/QC documentation. The example projects must demonstrate relevant experience to achieve results within QA/QC practices similar to those required by SFEI/ASC.

The descriptions shall include:

- Dates when the project was performed
- Vendor performance and how any challenges were addressed
- Vendor's performance on delivering the results on schedule, and an explanation of the circumstances behind any shifts in milestones
- Principal Investigator

Example Sampling and Analysis Plans, field documentation, Field/Cruise Reports, data deliverables, QA/QC documentation, scientific publications, or other representative work products may be provided to demonstrate capability. Examples may be redacted to omit client-specific or confidential information, if needed.

Additional information that may be helpful from clients willing to be listed as references:

- Client name, organization, and contact information
- Project name (if redaction is necessary, please provide a generic name)
- General project scope

5.2.6 PROPOSED SERVICES

Please identify the services for which you seek pre-qualification, referencing the category numbers and names in Appendix C. Ability to perform all services in all categories described in Appendix C is not required. Vendors only need to respond to the items applicable to the service category(ies) for which they are seeking qualification. Responses should describe the vendor's typical field sampling approaches, practices, and relevant experience for each service category. More detailed technical information will be requested during future project-specific contract negotiations, as appropriate. For each applicable service category, please:

- 1) Describe your firm's typical approach to providing the applicable field sampling category(ies).
- 2) Describe the equipment, vessels, or specialized resources available to support the proposed services.
- 3) Describe your QA/QC procedures and experience implementing Quality Assurance Project Plans (QAPPs), including your ability to identify and mitigate non-routine or project-specific sources of potential contamination associated with personnel, equipment, materials, sample handling, or field activities (e.g., restrictions on personal care or cleaning products, or identifying and removing equipment or materials that could contribute contamination for CECs and microplastics sampling).
- 4) Identify any assumptions or limitations associated with the proposed approach.
- 5) Provide representative reports, field documentation, or other work products demonstrating your capabilities to successfully execute each applicable type of field sampling category(ies) and meet the required QA/QC standards. Examples may be redacted to omit client-specific information, if needed.
- 6) Describe your approach to project management, staffing, scheduling, and communication with project partners.

5.2.7 PRICING

Price will be evaluated as part of each project-specific contract award. SFEI/ASC intends to award contract(s) to the vendors that best meet SFEI/ASC's needs for individual projects and offer the best overall value considering quality and total cost to SFEI/ASC. SFEI/ASC reserves the right to contract with vendors other than the lowest priced offer. The pricing and costs should be fully transparent to ensure that there are no unexpected costs in future.

Please provide a fee schedule that includes the following:

- Fully loaded hourly staff rates for the labor categories anticipated to perform work under this RFQ;
- Any additional costs required to complete the environmental field sampling service(s). These must be specified in the fee schedule or they will not be allowable in contracting. These may include, as applicable, fees for equipment rental, vessel costs, vessel crew, mobilization/demobilization, travel, specialized sampling equipment, sample shipping, sample storage, archive management, laboratory coordination (if applicable), subcontractor costs (if applicable), and other anticipated direct costs. Vendors should identify any costs that may vary based on project-specific requirements, sampling location, number of stations, number or type of samples, or field duration; and
- Standard turnaround times for work included in the Vendor's suite of services.

The Vendor should supply prices good through December 31, 2027. Vendors may submit revised price quotes annually to incorporate a mutually agreeable adjustment for inflation or conditions.

It is within sole discretion of SFEI/ASC to reject any SOQ that does not provide all fees or otherwise does not comply with the above fee schedule requirements.

6 EVALUATION AND SELECTION CRITERIA

This section describes the process for analyzing and evaluating SOQs.

6.1 INITIAL REVIEW - QUALIFICATIONS

SFEI/ASC staff will first perform an initial review process concerning responsiveness and qualifications. Vendors that pass the initial review process will be placed on SFEI/ASC's PQL of field sampling vendors. Qualifications review will involve a scientific examination of the qualifications information provided, potentially contacting references, and documentation of Vendor's prior experience to determine its qualification to provide the environmental field sampling service(s) proposed by the Vendor.

SFEI/ASC will not score SOQs during the initial review. This review will provide a pass/fail determination as to whether:

- (1) The SOQ is complete (i.e., includes all elements in Section 5). SFEI/ASC will deem non-responsive any incomplete SOQ.
- (2) The SOQ includes the commitments in Section 5.2.1.
- (3) The Vendor meets the threshold qualification requirements described above in Section 4.1.
- (4) The Vendor has demonstrated experience performing the selected environmental field sampling service(s) listed in Appendix C.
- (5) Any exceptions the Vendor has requested from the Sample SFEI/ASC Vendor Agreement (Appendix A), EPA Terms and Requirements (Appendix B), Tracking Bay Health QAPP (Appendix E) are acceptable to SFEI.

Vendors that fail to meet these requirements will not be placed on SFEI/ASC's PQL.

SFEI/ASC reserves the right to request clarification from Vendors prior to rejecting a SOQ for failure to meet the initial review requirements. SFEI/ASC will limit clarifications to exchanges between SFEI/ASC and Vendors for the purpose of clarifying certain aspects of the SOQ, and will not provide a Vendor the opportunity to revise or modify its SOQ.

Vendors that pass the initial review will be placed on SFEI/ASC's PQL for the specific environmental field sampling service(s) for which they meet the minimum qualification requirements.

There is no set minimum or maximum number of desired Vendors to be included on the PQL.

6.2 PROJECT-SPECIFIC EVALUATION AND COST ANALYSIS

Vendor selections for project-specific contracts shall be informed by project-specific requirements, quality, schedule, and cost. Cost evaluation will include the vendor's pricing considering all fees as well as other costs borne by SFEI/ASC in association with each Vendor (e.g., staff time). Vendors on the PQL for the specific environmental field sampling service(s) needed for the project will be included in this step. Additional information necessary to fully evaluate Vendors for project-specific contracts may be requested via email during project-specific evaluations.

An initial legal screen will be conducted to ensure that all Vendors evaluated in this step are eligible to participate in the project based on their integrity records, and compliance with public policies and laws (e.g., for EPA-funded projects, the Vendor must not be debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs).

Quality

- Quality and appropriateness of the Vendor's proposed field sampling procedures and QA/QC practices.
- Experience implementing project-specific QAPP, Sampling and Analysis Plan, and contamination-control requirements.
- Extent of the Vendor's and Principal Investigator's experience with and successfully addressing any challenges with the needed project-specific environmental field sampling service(s), considering ability to identify and address field conditions or other challenges that could affect sample integrity or data quality.

Experience

- Principal Investigator and key personnel expertise with regard to the environmental field sampling service(s).
- Prior project performance (whether successful or unsuccessful), which may include performance on prior and ongoing projects for clients listed by the Vendor as references.
- Experience with the specific sampling environments, sample types, field measurements, equipment, and methods needed for the project.
- Experience providing field sampling reports and datasets in formats suitable for regulatory, scientific, and public data repositories.
- Demonstrated proficiency with widely accepted field sampling techniques and equipment.
- For projects involving specialized field sampling techniques, consideration may be given to Vendors demonstrating:
 - Experience adapting established field sampling approaches to address unique project objectives or environmental conditions.
 - Willingness to collaborate with SFEI/ASC staff in developing project-specific sampling solutions.
 - Relevant technical publications, reports, or other work products demonstrating experience in the applicable field sampling discipline.

Vendor Capacity and Timeliness

- Overall timeliness of coordinating and completing field sampling, reporting, and related tasks.
- Ability to complete project related tasks on the necessary schedule.
- Standard turnaround times for work included in the Vendor's suite of services.
- Ability to provide field data and deliverables promptly in well-documented, accessible formats.

Cost

- Hourly staff rates.
- Additional costs required to complete the environmental field sampling service(s).

6.2.1 PROJECT-SPECIFIC EVALUATION RUBRIC

The Selection Panel will be comprised of individuals who are knowledgeable on the subject matter, and may include staff from SFEI/ASC, and other agencies or organizations. The evaluation process will consist of the below criteria with the following allocation of points:

EVALUATION CRITERIA	RFQ SECTION(S)	POINTS
Quality	6.2	30
Experience	6.2	25
Capacity and Timeliness	6.2	20
Cost	6.2	25
TOTAL POINTS		100

The maximum total score for the evaluation process will be one hundred (100) points.

For each project where SFEI/ASC seeks environmental field sampling services, SFEI/ASC will tabulate scores and then rank Vendors. SFEI/ASC will identify the Vendor with the highest total score as the highest-ranked Vendor for that project, and lower-scored Vendors will be ranked in descending order.

6.2.2 OPEN SOLICITATION OPPORTUNITIES

After the first round of evaluations and ranking, the RFQ will stay open to additional Vendors' SOQs. When needs arise, any additional SOQs that have been received after the initial deadline stated in [Section 1.2](#) will be reviewed, added to the PQL as applicable and ranked during future project-specific evaluations.

Vendors may also update and resubmit their SOQs at will (e.g., after additional clients agree to serve as references, new field sampling projects are completed, or modifications in field sampling methods impact performance). A Vendor's most recently submitted SOQ will be considered in the awarding of contracts for new projects that are developed under the RFQ's terms and requirements.

7 AWARD OF AN AGREEMENT

7.1 AGREEMENT PREPARATION

After review and selection by the SFEI/ASC Selection Panel, the selected Vendor will be notified and the SFEI/ASC Director of Contracts and Finance or their designee will prepare an agreement for review and execution. SFEI/ASC, at its discretion, may discontinue efforts to execute the agreement and may initiate an agreement with a different Vendor due to failure to respond in a timely manner.

7.2 STANDARD AGREEMENT LANGUAGE

By submitting a SOQ, Vendors acknowledge that they have read, understand, and agree, if selected, to enter into an agreement with SFEI/ASC as set forth in Appendix A and Appendix B. Any requested exceptions to the Standard Agreement Language must be listed in the Vendor's SOQ. Final contractual language may vary depending on funding source.

7.3 AGREEMENT ADMINISTRATION

SFEI/ASC may choose to enter into a long-term contract for a period of up to three (3) years that includes options for periodic renewals for services identified in this RFQ, or other environmental field sampling services needs that may arise from additional projects undertaken by SFEI/ASC.

SFEI/ASC will not be liable for payment of any work performed by the Vendor prior to the start date of the agreement.

8 TERMS AND CONDITIONS

8.1 ERRORS AND OMISSIONS IN RFQ

Vendors are responsible for reviewing all portions of this RFQ, including all appendices. Vendors are to promptly notify SFEI/ASC, in writing, upon discovery of any ambiguity, discrepancy, omission, or other error in the RFQ. Modifications and clarifications will be made by

addenda as specified in Section 8.2 of this RFQ. SFEI/ASC is not obligated to issue addenda in response to any request submitted after November 13, 2026.

8.2 INTERPRETATION AND ADDENDA/CHANGE NOTICES

Any interpretation of, or change in, the RFQ will be made by addendum and shall become a part of the RFQ and of any Agreement awarded. Change Notices in the form of Addenda will be posted on the SFEI/ASC website at: <https://www.sfei.org/about/rfps>.

SFEI/ASC will make reasonable efforts to post in a timely manner any modifications to the RFQ on the SFEI/ASC website. Notwithstanding this provision, the Vendor shall be responsible for ensuring that its SOQ reflects any and all addenda posted by SFEI/ASC prior to the SOQ due date regardless of when the SOQ is submitted. Therefore, SFEI/ASC recommends that the Vendor check the SFEI/ASC website before submitting its SOQ to determine if the Vendor has read all addenda. SFEI/ASC will not be responsible for any other explanation or interpretation.

8.3 TERM OF STATEMENT OF QUALIFICATION

By submitting a SOQ for consideration, the Vendor agrees that: 1) the proposed services and prices constitute an offer that is irrevocable; and 2) the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

8.4 REVISION OF STATEMENT OF QUALIFICATION

Notwithstanding the foregoing, a Vendor may withdraw or revise a SOQ on the Vendor's own initiative at any time. A Vendor may withdraw its SOQ prior to the SOQ due date by emailing Beth Birmingham at bethb@sfei.org. Once withdrawn, a Vendor may submit a revised SOQ in the same manner as the original SOQ.

In no case will a statement of intent to submit a revised SOQ or the commencement of a revision process extend the SOQ due date.

At any time during the SOQ evaluation process, SFEI/ASC may require a Vendor to provide oral or written clarification of its SOQ. SFEI/ASC reserves the right to make an award without receiving or accepting any clarifications of SOQs received.

8.5 ERRORS AND OMISSIONS IN STATEMENT OF QUALIFICATION

Failure by SFEI/ASC to object to an error, omission or deviation in the SOQ will in no way modify the RFQ or excuse the Vendor from full compliance with the specifications of the RFQ or any Agreement awarded pursuant to the RFQ.

8.6 FINANCIAL RESPONSIBILITY

SFEI/ASC accepts no financial responsibility for any costs incurred by a Vendor in responding to this RFQ, participating in oral presentations, or negotiating an Agreement with SFEI/ASC. The SOQs in response to this RFQ will become property of SFEI/ASC and may be used by SFEI/ASC in any way it deems appropriate, but will not be published on the Internet.

8.7 RESERVATIONS AND RIGHTS BY SFEI/ASC

The issuance of this RFQ does not constitute an agreement by SFEI/ASC that any contract will actually be entered into by SFEI/ASC. SFEI/ASC expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, statement, or statement procedure;
2. Reject any or all SOQs;
3. Reissue an RFQ;
4. Prior to submission deadline for SOQs, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment, or services to be provided under this RFQ, or the requirements for contents or format of the SOQs;
5. Procure any materials, equipment, or services specified in this RFQ by any other means; or
6. Determine that no project will be pursued.

8.8 NO WAIVER

No waiver by SFEI/ASC of any provision of this RFQ shall be implied from any failure by SFEI/ASC to recognize or take action on account of any failure by a Vendor to observe any provision of this RFQ.

9 PROTEST PROCEDURES

9.1 PROTEST PROCEDURES

Failure of a Vendor to comply with the protest procedures set forth in this Section may render a protest inadequate and non-responsive, and may result in rejection of the protest. After distribution of the PQL:

1. A Vendor submitting an SOQ may protest their exclusion from the PQL based on allegations of improprieties occurring during the initial SOQ review or award period if it meets all of the following conditions:

- a. The protesting Vendor has timely submitted an SOQ that is responsive to the RFQ, and the Vendor is responsible and otherwise eligible for qualification;
 - b. The protesting Vendor has an objective, good faith basis for believing that SFEI/ASC has incorrectly disqualified their SOQ or qualified other vendor(s) submitting an SOQ based on one or more of the following grounds: (a) SFEI/ASC failed to perform an initial review of SOQs in accordance with this RFQ, (b) there is no rational basis for concluding that the protesting Vendor's SOQ is not eligible to be qualified under the RFQ, and (c) qualified Vendor(s) are not responsible or otherwise ineligible for qualification; and
 - c. The protesting Vendor has an objective, good faith basis for believing that, but for SFEI/ASC's errors, there is a reasonable chance that the protesting Vendor would have been selected for qualification alongside any other proposers that submitted SOQs qualified by SFEI/ASC.
2. Protests must be received no later than five (5) business days after the PQL is either sent by email to the protesting Vendor's designated single point of contact or posted on SFEI/ASC's website, whichever is earlier.

9.2 FORM OF PROTEST

A vendor who is qualified to protest must submit the protest to the attention of the point of contact at the Protest Submittal Address listed below.

1. The protest must be in writing, signed by a duly authorized officer of the protesting party, and sent by email or certified, or registered mail, or overnight delivery service (with proof of delivery), or delivered personally to the address noted above. If the protest is hand delivered, a receipt must be requested.
2. The protest shall include the name, address, telephone and facsimile numbers, and email address of the party protesting or their representative.
3. The title of the RFQ under which the protest is submitted shall be included.
4. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
5. The specific ruling or relief requested must be stated.

Protest Submittal Address:

Beth Birmingham
4911 Central Avenue
Richmond, CA 94804
bethb@sfei.org

9.3 PROTEST DETERMINATIONS

Upon receipt of a timely and proper protest, SFEI/ASC will investigate the protest and will provide a written response to the Vendor within a reasonable time. If SFEI/ASC requires additional time to review the protest and is not able to provide a response within ten (10) business days, SFEI/ASC will notify the Vendor. SFEI/ASC, at its sole discretion, may elect to withhold a contract award until the protest is resolved or denied or proceed with the award and implementation of the agreement.

SFEI/ASC, at its discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest but which could have been raised at that time, SFEI/ASC will not consider such new grounds or new evidence. SFEI/ASC may, in its sole discretion, solicit, receive and consider in deciding the protest, submissions from any other Vendors qualified by the Selection Panel or otherwise potentially affected by the protest.

If the protest is upheld, SFEI/ASC will consider all circumstances surrounding the qualification in its decision for a fair and reasonable remedy, including the seriousness of the qualification deficiency, the degree of prejudice to the protesting party or to the integrity of the competitive system, the good faith efforts of the parties, the extent of performance, the cost to SFEI/ASC, the urgency of the qualification, and the impact of the recommendation(s) on SFEI/ASC. SFEI/ASC may recommend any combination of the following remedies:

- A. Re-solicit the requirement;
- B. Revise the RFQ and/or allow the proposers to submit revised proposals;
- C. Issue a new solicitation;
- D. Award a qualification consistent with statute or regulation; or
- E. Other such remedies as may be required to promote compliance.

10 LIST OF APPENDICES

Appendix A - Sample SFEI/ASC Agreement

Appendix B - EPA Terms and Requirements

Appendix C - Lists of Environmental Field Sampling Services Desired

Appendix D - Acronyms and Abbreviations

Appendix E - Tracking Bay Health QAPP

Appendix A - Sample SFEI/ASC Agreement

THIS AGREEMENT is made and entered into by and between San Francisco Estuary Institute / Aquatic Science Center, 4911 Central Ave., Richmond, CA 94804 (hereinafter referred to as "SFEI/ASC") and **ENTITY, ADDRESS** (hereinafter referred to as "SUBCONTRACTOR").

WHEREAS, SFEI/ASC has the need of assistance in **brief description of the type of work in this contract**; and

WHEREAS, SUBCONTRACTOR has demonstrated experience and expertise in the performance of such service and has agreed to assist SFEI/ASC,

NOW, THEREFORE, the parties agree as follows:

ARTICLE I. STATEMENT OF THE WORK

SUBCONTRACTOR shall perform services in accordance with its proposal entitled SCOPE OF WORK, which is attached hereto and incorporated herein as Exhibit A. SUBCONTRACTOR, as to the performance of this agreement, is bound to SFEI by the terms and requirements of this agreement and any applicable requirements of the Prime Agreement, attached herein as Exhibit C[b1] .

ARTICLE II. PERIOD OF PERFORMANCE

The period of performance of this agreement will be from **START DATE** through **END DATE** unless extended by mutual agreement or terminated in accordance with ARTICLE X. TERMINATION.

ARTICLE III. COST AND PAYMENT

- A. SFEI agrees to pay for the direct and indirect cost of work of the agreement to a maximum amount of **\$XX,XXX.XX** in accordance with the budget attached hereto as Exhibit B.

Please email invoices to contracts@sfei.org; invoices may also be mailed to the Business Contact referenced in Exhibit A. Invoices must include the following: contract number, project name, time period of work performed, detailed labor, unit and/or extended price, and a description of work performed that correlates with the contract budget (Exhibit B). Operating expenses (samples analyses excluded) over \$5.00 shall be accompanied by copies of receipts, supporting invoices, or other source documents from vendors that the SUBCONTRACTOR engaged to complete any portion of the work funded under this agreement. Alcohol is not allowed. Expenses \$500.00 and above (unless documented in Exhibit A: Scope of work or Exhibit B: Budget) must be pre-approved by SFEI Principal Investigator and/or Business Contact. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those

set by the U.S. General Services Administration. These rates may be found at <https://www.gsa.gov/travel>. Reimbursement will be at the Federal travel and per diem amounts that are current as of the date costs are incurred by the SUBCONTRACTOR. No travel outside the State of California shall be reimbursed unless prior authorization is obtained from SFEI's Principal Investigator or Project Manager. All invoices must be approved by the SFEI Principal Investigator or Project Manager and will be paid within 5 days upon SFEI's reimbursement from CLIENT. Timely invoicing is required and SFEI shall have no obligation to pay for costs incurred more than 90 days prior to the delivery of the subject invoice to SFEI for payment.

No more than 90% of the full cost of the SUBCONTRACT will be paid by SFEI prior to its receipt of all final deliverable products. The SUBCONTRACT balance shall be paid after a quality review, as defined in the scope of work, of the final product by the SFEI Principal Investigator and receipt of a final invoice from the SUBCONTRACTOR.

The final invoice for this project must be received within **30 days** of the SUBCONTRACT expiration date and will be marked "FINAL".

If CLIENT or other responsible party delays making payment to SFEI from which payment to SUBCONTRACTOR is to be made, SFEI shall have a reasonable time to make payment to SUBCONTRACTOR. "Reasonable time" shall be determined according to relevant circumstances, but in no event shall be less than the time SFEI is required to pursue to conclusion its legal remedies against CLIENT or other responsible party to obtain payment.

- B. If, at any time, SUBCONTRACTOR has reason to believe that the cost of the work will exceed the amount set forth in Paragraph A above, SUBCONTRACTOR will notify SFEI in writing, including a revised budget for completion of the work. SFEI will not be obligated to reimburse SUBCONTRACTOR for any cost in excess of the amount set forth in Paragraph A unless and until this agreement is amended to increase the maximum amount.
- C. Within 60 days of the expiration or termination of this agreement SUBCONTRACTOR shall provide a final report of expenditures to SFEI and return any unexpended or uncommitted funds.

ARTICLE IV. INTELLECTUAL PROPERTY

- A. SUBCONTRACTOR shall not, during or following the term of this agreement, disclose or make use of, directly or indirectly, any Confidential Information. "Confidential Information" shall mean the trade secrets and all other information of SFEI or CLIENT, whether obtained from SFEI in any manner or created by SUBCONTRACTOR, which relates to past, present or future product or service development, business activities, financial information, principal, client, customer and supplier lists, and all other matters of a technical or business nature not publicly known. SUBCONTRACTOR further agrees to deliver promptly to SFEI upon termination of this agreement, or at any time SFEI may so

request, all memoranda, notes, records, reports and any other documents or materials of a confidential nature belonging to SFEI.

- B. As to any and all Works of Authorship developed or written as an independent contractor for SFEI, SUBCONTRACTOR agrees to and does hereby assign any and all copyrights therein and all other rights, title and interest in and to the same to SFEI, its successors and assigns. SUBCONTRACTOR acknowledges that all such Works of Authorship constitute Inventions and are subject to the provisions of Section (d).
- C. SUBCONTRACTOR agrees to assign and does hereby assign to SFEI, its successors and assigns, all rights, title and interest in and to any and all ideas, discoveries, innovations, inventions, proprietary information and other proprietary things which SUBCONTRACTOR may make, conceive, develop or reduce to practice, whether patentable or not, in connection with providing Services. Such assignments shall include, without limitation, any and all patent rights, copyrights, trade secret rights and other proprietary rights in any and all such Inventions.
- D. In the event of a breach or threatened breach by SUBCONTRACTOR of the provisions of this Article IV, because of the uncertainty of damages resulting therefrom, SFEI shall be entitled to an injunction restraining SUBCONTRACTOR from any such breach or threatened breach. Nothing herein shall be construed as prohibiting SFEI from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of damages from SUBCONTRACTOR.

ARTICLE V. PUBLICATION AND RELEASE OF DATA

- A. The term “data” as used herein means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this contract including but not limited to raw data, preliminary data, draft data, or final data found in any report. The term includes field measurements and observations; laboratory results; graphic or pictorial delineations in media such as charts, drawings, or photographs; text in specifications or related performance or design-type documents; and machine forms such as punched cards, magnetic tape, or computer memory in its draft or final form. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.
- B. Except as required by law as determined by SUBCONTRACTOR, SUBCONTRACTOR shall not publish or reproduce such data in whole or in part, or in any manner or form, (on any media now existing or as may be developed in the future), nor authorize others to do so, without the prior written consent of SFEI or until such time as SFEI has released such data to the public.
- C. SUBCONTRACTOR agrees that all publications that result from work under this agreement will acknowledge that the project was supported by SFEI and CLIENT.

- D. SUBCONTRACTOR agrees that it will not use the name and logo of SFEI or the names of SFEI employees in any advertisement, press release or publicity with reference to this agreement or any product or service resulting from this agreement, without prior written approval by SFEI.

ARTICLE VI. AUDIT

SFEI will have the right to audit SUBCONTRACTOR's invoices and all supporting documents for purposes of compliance with this agreement during the term of this agreement and for a period of three years after final payment under this agreement. To the extent any such audit reveals an overcharge or over payment by SFEI of more than five percent (5%), any overpayment shall be immediately refunded and the costs of such audit shall be borne by SUBCONTRACTOR.

ARTICLE VII. INDEMNIFICATION

SUBCONTRACTOR shall defend, indemnify and hold SFEI, its officers, directors, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), demands, actions, costs, or claims for injury or damages of any kind or nature arising out of the breach of this agreement by SUBCONTRACTOR or the goods provided or services provided by SUBCONTRACTOR or otherwise arising out of this agreement except such loss or damage which was caused by the sole negligence or willful misconduct of SFEI.

ARTICLE VIII. TIME OF THE ESSENCE

- A. Time is of the essence with respect to all obligations under this agreement. If for any reason SUBCONTRACTOR cannot deliver any interim or final deliverable by the date specified in the Scope of Work, SUBCONTRACTOR shall immediately notify the SFEI Principal Investigator. If the SFEI Principal Investigator believes that SUBCONTRACTOR has taken all reasonable steps necessary to submit deliverables by the due date, the SFEI Principal Investigator may grant an extension of time. No extension will be deemed to have been granted unless made in writing or electronically corresponded.
- B. Any substantial delay in submission of deliverables may result in termination by default as spelled out in ARTICLE X. TERMINATION.

ARTICLE IX. FORCE MAJEURE

If lack of performance by SUBCONTRACTOR is caused by fire, flood, earthquake, catastrophic storm, act of war, epidemic, quarantine, or strike involving significant damage to SUBCONTRACTOR's facilities or fatality or serious illness of key personnel, no penalties shall be assessed. In the event of such occurrence, SUBCONTRACTOR shall notify SFEI Principal Investigator at the earliest practicable time and shall indicate whether and when deliverables can be submitted. If deliverables will be delayed more than 90 days beyond the due date, SFEI may terminate the contract for convenience, and shall make a fair adjustment as specified in ARTICLE X. TERMINATION.

ARTICLE X. TERMINATION

This agreement will be suspended or terminated immediately upon notice to SUBCONTRACTOR if the Prime Agreement is suspended or terminated. SFEI may suspend or terminate this agreement upon fourteen (14) days advance electronic or written notice to SUBCONTRACTOR. Either party may terminate this agreement for cause, being breach of this agreement, on thirty (30) days' notice to the other party if such breach remains uncured during such period. If this agreement is suspended or terminated not due to the fault of SUBCONTRACTOR, SUBCONTRACTOR will be paid for services it satisfactorily performed to the date of suspension or termination, conditional upon delivery of all products to SFEI, their approval by SFEI and CLIENT, and the receipt of payment for such services from CLIENT. In no event will SUBCONTRACTOR be entitled to the recovery of damages arising out of or related to the suspension or termination of this agreement.

ARTICLE XI. DISPUTES

Any dispute arising under this contract which is not settled by agreement of the parties shall be settled, first by attempted mediation, and then by arbitration, or other appropriate legal proceedings before JAMS in San Francisco, California. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this agreement, SUBCONTRACTOR shall proceed diligently with the performance of this agreement.

ARTICLE XII. INDEPENDENT CONTRACTOR

SUBCONTRACTOR and its employees, consultants, agents, or independent subcontractors will perform all services under this agreement as independent contractors. Nothing in this agreement will be deemed to create an employer-employee or principal-agent relationship between SFEI and SUBCONTRACTOR or its employees, consultants, agents and lower tier subawardees. SUBCONTRACTOR will not by virtue of any services provided under this agreement, be entitled to participate, as an employee or otherwise, in or under any employee benefit plan of SFEI or any other employment right or benefit available to or enjoyed by SFEI.

ARTICLE XIII. SUBCONTRACTING

SUBCONTRACTOR shall not subcontract all or any portion of the work covered by this agreement to any subcontractor other than those identified in the Scope of Work (Exhibit A), without prior written agreement by the SFEI Principal Investigator. SFEI shall not approve any invoices submitted for payment that include work by any subcontractor, unless such prior written agreement has been obtained. SUBCONTRACTOR shall require each of its subcontractors to adhere to the terms of this agreement.

ARTICLE XIV. INSURANCE

SUBCONTRACTOR will obtain and maintain the following types and amounts of insurance for the duration of the agreement: 1. **General Liability**: \$1,000,000 per occurrence / \$2,000,000 aggregate including coverage for bodily injury, property damage, personal and advertising injury, and Products/Completed Operations coverage, 2. **Automobile Liability**: \$1,000,000 combined single limit for bodily injury and property damage, 3. **Workers' Compensation**: as required by law, 4. **Longshore and Harbor Workers' Insurance**: as required by law if applicable, and 5. **Professional Liability** (Errors & Omissions): \$1,000,000 per claim/ \$2,000,000 aggregate.

SUBCONTRACTOR will obtain and provide Certificate of Insurance naming SFEI as an additional insured on the general liability and automobile liability policies. Insurance must be maintained for at least three (3) years after completion of the agreement. All required evidence of insurance shall be emailed (preferred) or mailed to the SFEI business contact prior to the execution of this agreement.

ARTICLE XV. DEBARMENT

Neither SUBCONTRACTOR, nor any officer or controlling interest-holder of said SUBCONTRACTOR, or any subcontractor under this agreement is currently, or has been previously, on any debarred bidder's list maintained by the United States Government.

ARTICLE XVI. CONFLICT OF INTEREST

SUBCONTRACTOR shall maintain written standards of conduct governing the performance of its employees engaged in the agreement and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of SUBCONTRACTOR shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. However, SUBCONTRACTOR may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the SUBCONTRACTOR.

ARTICLE XVII. GOVERNING LAW

This agreement will be governed and construed by the laws of the State of California.

ARTICLE XVIII. SPECIAL PROVISIONS

Additional provisions set forth in the attached Exhibits, if applicable, are incorporated herein by reference. The provisions of the Prime Agreement that are applicable to this agreement are appended hereto as Exhibit C and are incorporated herein by this reference.

ARTICLE XIX. NONDISCRIMINATION

- A. During the performance of this agreement, SUBCONTRACTOR and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of that person's sex, sexual orientation, race, color, religious creed, marital status, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical), denial of a protected leave or reasonable accommodation, or any other status protected by law.

SUBCONTRACTOR and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

SUBCONTRACTOR and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this contract by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.).

SUBCONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

B. Equal Opportunity Employer Provisions

SUBCONTRACTOR shall comply with the provisions of [41 C.F.R § 60-741.5](#) & [41 CFR § 60-300.5](#), which are herein incorporated by reference.

SUBCONTRACTOR shall include the nondiscrimination and compliance provisions of this article in all subcontracts to perform work under contract.

ARTICLE XX. SEVERABILITY

All provisions of this agreement are separate and divisible, and if any part is held invalid, the remaining provisions shall continue in full force and effect.

ARTICLE XXI. ORDER OF PRECEDENCE

Any inconsistency or conflict between any of the terms and conditions of this agreement shall be resolved by giving precedence in the following order:

1. Incorporated Agreement (Exhibit C), if applicable.
2. This Agreement (excluding all Attachments and items listed directly below).
3. Scope of Work (Exhibit A)
4. SUBCONTRACTOR's final proposal including representations and certifications.

ARTICLE XXII. SCOPE OF THIS AGREEMENT

This agreement states the entire contract between the parties as of the date of final signature below in respect to the subject matter of the agreement and supersedes any previous electronic, written or oral representations, statements, negotiations, or agreements. This agreement may be modified only by written amendment executed by the authorized representatives of both parties with the exception of no-cost time extensions, in which case electronic correspondence is made acceptable.

EXHIBIT A: SCOPE OF WORK

PROJECT MANAGEMENT

The work will be under the direction of SUBCONTRACTOR's Principal Investigator as shown below.

Questions regarding technical matters relating to this SUBCONTRACT should be addressed to:

Agency		SFEI/ASC
Name		
Role	Principal Investigator	Principal Investigator
Address		4911 Central Ave.
		Richmond, CA 94804
Phone		
Email		

No substitution may be made for SUBCONTRACTOR's principal investigator or technical matter contact without the prior written concurrence of SFEI/ASC.

The contacts for business matters relating to the work performed hereunder are:

Agency		SFEI/ASC
Name		
Role		Contracts Associate
Address		4911 Central Ave.
		Richmond, CA 94804
Phone		
Email		

PROJECT DESCRIPTION

SUBCONTRACTOR's WORK TASKS

Deliverables Schedule

Description	Date*
Deliverable 1	XX/XX/XXXX
Deliverable 2	XX/XX/XXXX
Deliverable 3	XX/XX/XXXX

*deliverable schedule can be modified with SFEI/ASC and contractor review and communicated approval by SFEI/ASC.

EXHIBIT B: BUDGET

All invoices shall be accompanied by a progress report that includes a brief description of activities conducted during the invoice period.

Project Codes for Invoicing: [to be provided by SFEI]

Budget Table

Task	Budget
Task 1	\$XXXX.XX
Task 2	\$XXXX.XX
Task 3	\$XXXX.XX
Total	\$XXXX.XX

Rate Table

Staff / Job Category	Billing Rate
Category 1	\$XXX.XX
Category 2	\$XX.XX
Category 3	\$XX.XX

EXHIBIT C: PRIME AGREEMENT

Prime Agreement [applicable project-specific prime agreement will be attached]

Appendix B - EPA Terms and Requirements

The following terms and requirements will specifically apply to contracts funded by EPA.

Limitations on consultant compensation

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at:

<https://www.opm.gov/policy-data/oversight/pay-leave/salaries-wages/>, to be adjusted annually.

This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Information on how to calculate the maximum daily rate and the daily pay limitation is available at the Office Of Personnel Management's [Fact Sheet: How to Compute Rates of Pay](#) and [Fact Sheet: Expert and Consultant Pay](#). Specifically, to determine the maximum daily rate, follow these steps:

(1) Divide the Level IV salary by 2087 to determine the hourly rate. Rates must be rounded to the nearest cent, counting one-half cent and over as the next higher cent (e.g., round \$18.845 to \$18.85).

(2) Multiply the hourly rate by eight (8) hours. The product is the maximum daily rate.

Contracts and subcontracts with firms for services that are awarded using the procurement requirements in Subpart D of 2 CFR Part 200 are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See [2 CFR 1500.10](#).

Nondiscrimination

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of [40 CFR part 33](#) in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Software and other intellectual property

You may copyright any software or written material that is subject to copyright and was developed, or for which ownership was purchased, under an award. EPA reserves a

royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so as provided at [2 CFR 200.315](#).

[Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards](#)

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), “Equal Employment Opportunity” ([30 FR 12319](#), [12935](#), [3 CFR Part. 1964-1965](#) Comp., p. 339), as amended by [Executive Order 11375](#), “Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United

States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See [§ 200.323 Procurement of recovered materials](#).

(K) See [§ 200.216 § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment](#).

(L) See [§ 200.322 Domestic preferences for procurements](#).

Appendix C - Environmental Field Sampling Services Desired

This Appendix provides the lists of services, suggested methods, and results of interest to the various SFEI/ASC projects and programs requiring environmental field sampling services in the categories listed below. Ability to perform all services in all categories described in this Appendix is not required. In your SOQ, please identify the service(s) for which you seek pre-qualification, using the category numbers and names in this Appendix.

Category 1 - Contaminant Monitoring in Water

Category 2 - Contaminant Monitoring in Sediment

Category 3 - Contaminant Monitoring in Tissue

Modified and alternative field sampling methods providing similar results may be suggested by the Vendor and used after consultation with and approval by the SFEI/ASC Program Manager and QA Officer. Please describe modified or alternative methods in your SOQ.

Category 1 - Contaminant Monitoring in Water

Data will be collected from Bay water (ambient) and stormwater annually or less frequently to investigate chemical concentrations of CECs, microplastics, metals, legacy contaminants, and ancillary parameters for loadings, as well as spatial patterns and long term trends of contaminant concentrations and masses in San Francisco Bay and its segments. Information will be compared to Water Quality Objectives (WQO's) as listed in the Basin Plan for San Francisco Bay where applicable and compared to levels in prior Bay monitoring and in peer reviewed literature.

Field Sampling Methods - Water samples can be collected through either the use of a stainless steel bailer, filled manually, a Niskin bottle water sampler, or by using an automated pumping sampler to pump water either directly into pre cleaned sample bottles, or into a pre cleaned graduated cylinder to measure the appropriate aliquot size and then poured into the pre cleaned sample bottle. When sampling locations are high enough above the channel, contractors will use a winch and crane and D95 sampler. Water samples for microplastics may be collected using stainless steel sieves or filters. A high level of effort to avoid field contamination will be undertaken by the field staff. Clean hands/dirty hands technique will be implemented by field staff for handling of cleaned tubing as well as any sample bottles that are contained in cleaned double bags. Additional project-specific measures to reduce potential field contamination sources will be specified in Sampling and Analysis Plans (SAPs).

1.1 Bay water

SFEI/ASC conducts annual monitoring for contaminants to assess status and trends in San Francisco Bay. Upcoming monitoring will include contaminants in water as part of the Status and Trends Program. Support for this effort includes providing field logistics, shipboard monitoring, and short-term storage and shipping of samples to laboratories. A more detailed list of related tasks is below.

Task 1. Assist with Preparing a Sampling and Analysis Plan

Assist SFEI/ASC with preparing a detailed Sampling and Analysis Plan that outlines the objectives, personnel, station locations, itinerary, sample collection methods, quality assurance requirements, sample containers/volumes needed for each laboratory analysis or archive, sample labeling scheme, sample handling methods, and sample shipping methods.

Task 2. Receive, Organize, and Prepare Sample Containers

Receive and organize sample containers from laboratories. SFEI/ASC will work with each laboratory who will be responsible for supplying pre-cleaned/certified containers to the Vendor at least two weeks prior to the sampling effort, unless it is more cost effective for SFEI/ASC to purchase containers. If this is the case, SFEI/ASC will consult with each laboratory as to container type and specifications and send the appropriate containers to the Vendor.

The Vendor shall prepare labels for containers using a sample ID scheme that is approved by SFEI/ASC in the Sampling and Analysis. The sample bottles shall be organized by station prior to field cruises.

Task 3. Implement the Sampling and Analysis Plan

The Vendor will be responsible for provisioning and/or coordination of all vessels, equipment, and containers for the implementation of the approved Sampling and Analysis Plan (from Task 1). The main implementation task will be to collect water samples from up to 25 sites, preserve/store the samples within holding times, and transport and/or transfer samples to the planned laboratories under appropriate conditions.

The Vendor shall initiate Chain of Custody documentation for all samples collected for the sampling effort.

Task 4. Prepare Data Deliverables

The Vendor shall prepare data deliverables as described below:

Field/Cruise Report

The report shall contain information about who participated, schedule of events, field conditions (e.g., weather), actual station locations determined by GPS, problems encountered, etc. as well as documentation of all substantive work completed. The report shall also identify any deviations from the Sampling and Analysis Plan.

Sample Collection Spreadsheet

The sample collection spreadsheet should at least include the following information: site location, collection date, collection time, container ID, laboratory, parameter type, and number of containers. Details of the spreadsheet format shall be agreed upon by SFEI/ASC and the Vendor prior to the sampling effort.

Field Data in CEDEN-Compatible Spreadsheet

Data collected directly by the Vendor in the field will be delivered electronically in a CEDEN-compatible format to SFEI/ASC. SFEI/ASC will provide the Vendor a template and guidance on populating the required fields. Transfer of the field data will be considered complete when Data Management and QA/QC staff have verified and validated that the data meet SFEI/ASC's reporting requirements.

CTD Data

The Vendor will deliver the CTD data electronically to SFEI/ASC in a format consistent with previous submittals. SFEI/ASC will provide the Vendor a template and guidance on populating the required fields. Transfer of the field data deliverables will be considered complete when Data Management and QA/QC staff have verified and validated that the data meet SFEI/ASC's reporting requirements.

These data deliverables shall be submitted to SFEI/ASC within 30 days of the completion of the sampling efforts. The task shall be considered complete when all of the data deliverables are approved by SFEI/ASC.

Task 5. Support Field Operations and Planning

The Vendor shall provide logistical and planning support for SFEI/ASC field operations as requested by the Program Manager.

1.2 Stormwater

SFEI/ASC conducts stormwater monitoring for various projects around the Bay Area region. Support for this effort includes providing field staff and collecting samples or other data for sampling events over the wet season.

Tasks to support this effort include:

Task 1. Attend Stormwater Sampling Trainings

Attend a training on stormwater safety, sampling methods, and an introduction to field sites prior to storm sampling. Training and communications will occur between the selected Vendor and SFEI/ASC regarding mobilization for each event.

Task 2. Support or Lead Stormwater Collection Events

Participate in stormwater collection events around the Bay Area during the winter season. If providing support to SFEI/ASC staff during storm events, the Vendor will assist SFEI/ASC field leads in collecting stormwater samples using safety protocols and approved methodologies. Alternatively, given proper experience in stormwater sampling, Vendor may provide both a lead and support to sample. In this case, Vendor will be trained in project-specific sampling techniques and should follow the Sampling and Analysis Plan.

Task 3. Prepare Data Deliverables

Sample Collection Spreadsheet

If selected to lead a sampling effort, the Vendor shall maintain a sample collection spreadsheet that should at least include the following information: site location, collection date, collection time, container ID, laboratory, parameter type, and number of containers. Details of the spreadsheet format shall be agreed upon by SFEI/ASC and the Vendor prior to the collection event.

Category 2 - Contaminant Monitoring in Sediment

Data will be collected from Bay sediments annually or less frequently to investigate ambient chemical concentrations of CECs, microplastics, metals, legacy contaminants, and ancillary

parameters for spatial patterns and long term trends of contaminant concentrations and masses in San Francisco Bay and its segments. Information will be compared to WQO's as listed in the Basin Plan for San Francisco Bay where applicable and compared to levels in prior Bay monitoring and in peer reviewed literature.

Field Sampling Methods - Sampling in San Francisco Bay will be conducted from a vessel equipped with an a-frame and hydraulics for deploying a 0.1 m² modified Van Veen sediment grab. A stainless steel scoop and bucket will be used to remove and composite sediments. All sampling and handling will be conducted using clean techniques. Samples will be collected from the top 5 cm of the Van Veen grab following the protocols in the 2018 Field Operations Manual (Shimabuku et al., 2018). To avoid contamination between stations, equipment used at different sampling stations will be cleaned in the field between uses. Additional project-specific measures to reduce potential field contamination sources will be specified in Sampling and Analysis Plans.

SFEI/ASC conducts annual monitoring for contaminants to assess status and trends in San Francisco Bay. Upcoming monitoring will include contaminants in sediment as part of the Status and Trends Program. Support for this effort includes providing field logistics, shipboard monitoring, and short-term storage and shipping of samples to laboratories. In addition, the selected vendor may be asked to maintain and manage access to the archive of sediment and biological samples at Schaefer's Cold Storage in Oakland. A more detailed list of related tasks is below.

Task 1. Assist with Preparing a Sampling and Analysis Plan

The Vendor will assist in developing a Sampling and Analysis Plan for Sediment Sampling. SFEI/ASC will approve the Sampling and Analysis Plan prior to the beginning of the sampling. The Sampling and Analysis Plan will outline the objectives, personnel, station locations, itinerary, sample collection methods, quality assurance requirements, sample containers/volumes needed for each laboratory analysis or archive, sample labeling scheme, sample handling methods, and sample shipping methods.

Task 2. Receive, Organize, and Prepare Sample Containers

The Vendor will receive and organize sample containers from laboratories. SFEI/ASC will work with each laboratory who will be responsible for supplying pre-cleaned/certified containers to the Vendor at least two weeks prior to the sampling effort, unless it is more cost effective for SFEI/ASC to purchase containers. If this is the case, SFEI/ASC will consult with each laboratory as to container type and specifications and send the appropriate containers to the Vendor.

The Vendor shall prepare labels for containers using a sample ID scheme that is approved by SFEI/ASC in the Sampling and Analysis Plan. The sample bottles shall be organized by station prior to field sampling efforts.

Task 3. Implement the Sampling and Analysis Plan

The Vendor will be responsible for provisioning and/or coordination of all vessels, equipment, and containers for the implementation of the approved Sampling and Analysis Plan. The main

implementation task will be to collect sediment samples from up to 53 sites, preserve/store the samples within holding times, and transport and/or transfer samples to the planned laboratories under appropriate conditions. Samples shall be shipped overnight on wet or dry ice as specified in the Sampling and Analysis Plan. Laboratories will provide detailed instructions for making shipments.

The Vendor shall initiate Chain of Custody documentation for all samples collected for the sampling effort.

Task 4. Prepare a Field/Cruise Report

The Vendor will prepare a Field/Cruise Report that documents the outcome of the field sampling effort. The report will contain a description and the Sample Collection Spreadsheet in CEDEN format (see details in the following paragraphs). The Field/Cruise Report will be submitted to SFEI/ASC within 30 days of the completion of sampling efforts. The task shall be considered complete when the report is approved by SFEI/ASC.

Field/Cruise Report Details

The report shall contain information about who participated, schedule of events, field conditions (e.g., weather), actual station locations determined by GPS, problems encountered, etc. as well as documentation of all substantive work completed.

Sample Collection Spreadsheet

The sample collection information should be reported in the Locations and ChemResults tables of the CEDEN WQ template (http://www.ceden.org/ceden_datatemplates.shtml). The green text fields are required and must be populated.

- Populate the ChemResults tab 'A'-'R' with collection details, 'W' with the analyte code from the sample container, 'AI'-'AJ' with PrepPreservation type, date and time, and 'AM' with SampleID.
- Populate the Locations tab columns 'A'-'S' only if actual Lat/Longs are recorded in the field.

Task 5. Prepare Data Deliverables

The Vendor will deliver the CTD data electronically to SFEI/ASC in a format consistent with requirements provided by SFEI/ASC. SFEI/ASC will provide the Vendor a template and guidance on populating the required fields. Transfer of the field data deliverables will be considered complete when Data Management and QA/QC staff have verified and validated that the data meet SFEI/ASC's reporting requirements.

Task 6. Maintain RMP Sample Archives and Support Sample Handling (as requested)

SFEI/ASC maintains archive sediment and tissue samples at Shaefer's Cold Storage in Oakland, CA. The Vendor may be responsible for maintaining the archive, accessing samples when requested, and shipping samples to laboratories or other destinations when requested. Additionally, as requested the Vendor may be available to help coordinate transfer of collected

sample material between national and international laboratories consistent with applicable regulations.

Task 7. Support Field Operations and Planning

The Vendor shall provide logistical and planning support for SFEI/ASC field operations as requested by the Program Manager.

Category 3 - Contaminant Monitoring in Tissue

3.1 Clam Monitoring

Data will be collected from clam tissues annually or less frequently to investigate total concentrations of selenium, as well as spatial patterns and long term trends of contaminant concentrations in biota from San Francisco Bay. Information will be compared to WQO's as listed in the Basin Plan for San Francisco Bay where applicable and compared to levels in prior Bay monitoring and in peer reviewed literature.

The Vendor will be responsible for provision and/or coordination of all vessels, equipment, and containers for the collection and preparation of RMP clam samples. In addition to clam samples, the Vendor will also be responsible for: (1) collecting ship-board measurements and recording of conductivity, depth, temperature, and optical backscatter using the CTD probe; (2) preservation of samples; (3) initiation of chain of custody documentation; and (4) transport and/or transfer of samples to analytical laboratories.

Task 1. Assist with Preparing a Sampling and Analysis Plan

The Vendor shall assist SFEI/ASC staff in developing a Sampling and Analysis Plan for the Status and Trends North Bay Selenium Monitoring.

The Sampling and Analysis Plan shall outline the sampling objectives, personnel, station locations, schedule and itinerary, sample collection methods, sample quantities and volumes for each laboratory analysis or archive, equipment and supplies, sample labeling scheme, sample handling methods, sample shipping methods, and data and reporting requirements. SFEI/ASC shall approve the Plans prior to the beginning of the sampling.

Task 2. Implement the Sampling and Analysis Plan

Field Collection

The Vendor will be responsible for provisioning and/or coordinating all vessels, equipment and containers for the implementation of the approved Sampling and Analysis Plan.

At each sampling station, it is anticipated that the Vendor shall:

- Collect clam samples using a clam dredge, benthic Ponar grab, Van Veen grab sampler, or other SFEI/ASC approved method.
- Collect approximately 100 individuals larger than 8 mm, collecting additional individuals as needed when a substantial portion of collected individuals are below the target size;
- Record required field information, including sampling date, station, collection locations, and other information specified by SFEI/ASC; and
- Handle and store clams in accordance with the approved SAP and project-specific sample handling requirements.

The Vendor shall maintain appropriate sample identification and tracking documentation throughout collection, handling, processing, storage, and shipment.

SFEI/ASC will be responsible for procuring the vessel for the clam cruises.

Clam Processing and Analyses

As applicable, depurate clams for approximately 48–72 hours, measure individual clams, sort individuals into size classes, and prepare composite samples in accordance with the approved SAP and project-specific instructions. Maintain samples frozen following processing until shipment or transfer to the designated analytical laboratory.

Sample Handling, Chain of Custody, and Shipment

The Vendor shall label clam samples in accordance with SFEI/ASC instructions and initiate and maintain Chain of Custody documentation for samples requiring shipment or transfer.

Clam composite samples shall be labeled with, at minimum, the station, collection date, and size range or other sample identifier specified by SFEI/ASC.

The Vendor shall package and ship or deliver frozen clam samples to the designated analytical laboratory at the end of each sampling period. Samples shall be maintained frozen and shipped on dry ice using the shipping method and schedule specified by SFEI/ASC.

3. Prepare a Field/Cruise Report

The Vendor will prepare a Field/Cruise Report that documents the outcome of the field sampling effort. This report should contain information about who participated, schedule of events, field conditions (e.g., weather), actual station locations determined by GPS, problems encountered, and other required information, for each cruise, as well as documentation of all substantive work completed.

An additional sample information spreadsheet should be included with the report submission. The sample information spreadsheet should include at minimum the following information: site location, date, container ID, laboratory, and parameter type/number of jars. Details of the spreadsheet format and content will be agreed upon by SFEI/ASC and the Vendor prior to the cruise.

4. Prepare Data Deliverables

The Vendor will report sample collection, field data, and clam measurements in CEDEN format. Sample collection data, field data, and clam growth index measurements will be provided by the Vendor to SFEI/ASC in CEDEN-compatible format. SFEI/ASC will provide the Vendor a template and guidance on populating required fields. Data will be delivered electronically to SFEI/ASC's Data Manager within 30 days of final sample collection. Data transfer will be considered complete when Data Management and QA/QC staff have verified and validated that they meet SFEI/ASC's reporting requirements.

5. Support Field Operations and Planning

The Vendor shall provide logistical and planning support for SFEI/ASC field operations as requested by the Program Manager, including coordination of field equipment and supplies, sampling logistics, sample handling and storage, laboratory coordination, shipping, and other activities necessary to successfully complete the clam monitoring effort.

The Vendor shall follow all applicable requirements in the approved Sampling and Analysis Plan, QAPP, and SFEI/ASC field procedures.

Appendix D - Acronyms and Abbreviations

ASC - Aquatic Science Center
CEC(s) - Contaminants of Emerging Concern
CEDEN - California Environmental Data Exchange Network
CFR - Code of Federal Regulations
CTD - Conductivity, temperature, depth (the instrument)
CV - Curriculum vitae
DBA(s) - Doing Business As
DBE - Disadvantaged Business Enterprise
EPA - Environmental Protection Agency
FR - Federal Register
GPS - Global Positioning System
ID - Identification (e.g., container ID, sample ID)
MBE/WBE - Minority Business Enterprise / Women's Business Enterprise
NMS - San Francisco Bay Nutrient Management Strategy
OMB - Office of Management and Budget
PDT - Pacific Daylight Time
PI - Principal Investigator
PM - Project Manager
PQL - Pre-Qualified List
QA/QC - Quality Assurance / Quality Control
QAO - Quality Assurance Officer
QAPP - Quality Assurance Project Plan
RAIN - Recipient/Applicant Information Notice
RFQ - Request for Qualifications
RMP - Regional Monitoring Program for Water Quality in San Francisco Bay
SAM - System for Award Management
SAP(s) - Sampling and Analysis Plan(s)
SFEI - San Francisco Estuary Institute
SFEI/ASC - San Francisco Estuary Institute / Aquatic Science Center
SOQ(s) - Statement(s) of Qualifications
SOW - Scope of Work
U.S.C. - United States Code
WQO(s) - Water Quality Objectives

Appendix E - Tracking Bay Health QAPP

https://www.sfei.org/sites/default/files/WTR_SFEI_Bay%20Health_QAPP_FINAL_04292025_FE.pdf