DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

Notice to Prospective Bidders

October 21, 2016

You are invited to review and respond to this Invitation for Bids (IFB), entitled DRR16060 Laboratory Services for CIA Sites Investigation Program. In submitting your bid, you must comply with the instructions herein.

Note that all Agreements entered into with the State of California shall include by reference General Terms and Conditions, Special Terms and Conditions and Contractor Certification Clauses which are referenced in Section II of this package. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of the Department of Resources Recycling and Recovery (CalRecycle) this IFB is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this IFB is:

Melissa Mojonnier
Contracts@calrecycle.ca.gov
Phone: 916.341.6048
Fax: 916.319.7390

Please note that no *verbal* information given shall be binding upon the State unless such information is issued in writing as an official addendum.

Melissa Mojonnier
Contract Administrator

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Section I Overview

General Information

CalRecycle promotes a zero waste California in partnership with local government, industry, and the public. This means managing the estimated 76 million tons of waste generated each year by reducing waste whenever possible, promoting the management of all materials to their highest and best use, and protecting public health and safety and the environment.

CalRecycle Contact Information

Department of Resources Recycling and Recovery
Physical Address: 1001 I Street,
Sacramento, CA 95814
CalRecycle Contracts Unit, MS-19A
Mailing Address: PO Box 4025,
Sacramento, CA 95812-4025
Attn: Contracts Unit, MS-19A
Phone: (916) 341-6048
FAX: (916) 319-7390
EMAIL: Contracts@calrecycle.ca.gov

Any documents delivered in person must be received in the Visitor`s & Environmental Service Center located in the lobby of the CalEPA Headquarters Building at 1001 I Street, Sacramento, CA 95814.

Service Needed

The purpose of the laboratory services Agreement is to provide the Department of Resources Recycling and Recovery (CalRecycle) with diversified environmental sampling and analysis capabilities and ability to provide specialized technical support to Local Enforcement Agencies (LEAs). The analytical capabilities obtained through this Contract address the environmental testing and industrial hygiene aspects of CalRecycle's technical support program.

Contract Budget

Subject to the availability of funds and passage of the Fiscal Year 17/18 Budget Act, and approval by CalRecycle, there is a current maximum budget of $150,000.00. CalRecycle reserves the right to amend the budget for this Agreement as needs arise.

Payment Withhold

The provisions for payment under this Agreement shall be subject to a ten percent (10%) withholding per task. The withheld payment amount shall be included in the final payment to the Contractor and shall only be released when all required work has been completed to the satisfaction of CalRecycle.

Contract Term

The term of this Agreement shall span approximately 24 months and is expected to begin in December of 2016. CalRecycle reserves the right to amend the term of this Agreement as needs arise.

Process Type

Invitation for Bid (IFB).

Process Schedule

This process shall be conducted according to the following tentative schedule where all times are Pacific Time

Advertisement Date	October 21, 2016
Written Questions Due by 5:00 pm	November 3, 2016
Submittal's Due by 2:00 pm	November 17, 2016
Bid Opening at 2:10 pm	November 17, 2016

Section II Rules and Conditions

Introduction
There are conditions that this IFB, submitting Bidders, bids and resulting Agreements are subject to and/or required to comply with.

Commitment
Upon submittal of a Bid, the Contractor has committed to comply with the following requirements:

- All items noted in IFB documents
- Special Terms and Conditions available for viewing at *www.calrecycle.ca.gov/Contracts/Forms/SpeTermsCond.pdf*
- General Terms and Conditions (GTCs) available for viewing at *www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx*.
- Contractor Certification Clauses (CCCs) available for viewing at *www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx*.

The above terms, conditions, and/or requirements are not subject to negotiation. Any Bidder that reserves a right to negotiate or expresses any exception to the above terms, conditions, and/or requirements shall be disqualified. However, requests to revise any of the above terms, conditions, and/or requirements may be submitted during the formal question and answer period. Any such requests must include the current language, the proposed revised language, and the justification for the proposed revision. Any revisions are at the sole discretion of CalRecycle and shall only be made under very limited circumstances in which the revisions apply to all Bidders and benefit or enhance the Contract.

If the Bidder fails to meet any of the requirements or comply with CalRecycle requests, CalRecycle can reject, disqualify, or remove the firm from the process. CalRecycle is not committed to award an Agreement resulting from this IFB.

Antitrust Claims
In submitting a Bid Package to a public purchasing body, the Bidder offers and agrees that if the Bid Package is accepted, it shall assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the Bid Package. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder. (See Government Code Section 4552.)

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the Bid Package price, less the expenses incurred in obtaining that portion of the recovery. (See Government Code Section 4553.)

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (See Government Code Section 4554.)

Contractor's Cost
All costs resulting from the Contractor's participation in the IFB process are at the firm's expense. No costs incurred by the Contractor participating in the IFB process shall be reimbursed by CalRecycle.

Information
All information obtained or produced during the course of the Agreement shall be made available to CalRecycle.

Any information that qualifies as confidential or a trade secret(s) under the Public Records Act (PRA) or the Public Contract Code (PCC) and is thus exempt from disclosure under those statutes must so be marked by the Bidder prior to submission to CalRecycle. Any claims of confidentiality or trade secret(s) except as to information that qualifies as such under the PRA or PCC may result in disqualification.

CalRecycle shall hold information deemed confidential or trade secret(s) by the Bidder to the extent allowable by the California Public Records Act and the Public Contract Code.

Written Questions

Bidders needing clarification of the requirements of this solicitation may submit questions to CalRecycle's Contracts Unit. All inquiries must be received no later than 5:00 pm on Thursday, November 3, 2016, regardless of postmark. If the inquiries are faxed, then the time and dated on the fax must not be later than the due date and time. Questions, suggestions or objections regarding the content of this solicitation, including but not limited to the purpose, scope of work, etc., not submitted by the deadline for questions shall be deemed waived and may not be raised at a later time.

Oral communications with CalRecycle officers and employees shall be non-binding on the State and shall in no way exclude the Bidder of any obligations as set forth in this package.

All questions or inquiries regarding this solicitation shall be submitted using the contact information provided in Section I.

E-mails and/or faxes should be clearly marked "**Questions Relating to SOLICITATION DRR16060**"

The questions and answers shall be published in an Addendum to the IFB (see below, Addenda).

Addenda

CalRecycle reserves the right to amend, alter, or change the rules and conditions of this IFB.

Any ambiguity, conflict, discrepancy, omission, or other error discovered in the IFB should immediately be reported to CalRecycle prior to the deadline for submission of written questions. CalRecycle shall issue addenda to address such issues. Addenda shall be available on the CalRecycle webpage for this particular solicitation at www.calrecycle.ca.gov/Contracts.

Modification of Submittals

A Bid submitted prior to the submittal deadline, can be withdrawn or modified by the submitting Bidder. The Bidder must:

- Provide a written request
- Identify the requesting individual and their association to the Bidder

A Bid cannot be withdrawn for modification after the submittal deadline has passed.

Errors in Submittals

An error in a Bid package may be cause for rejection of that Bid.

CalRecycle may make certain corrections, if the Bidder's intent is clearly established based on review of the complete Bid.

Unreliable List

Any Contractor or Subcontractor currently on the CalRecycle Unreliable list is ineligible to apply for or participate in this Contract.

Electronic Waste Recycling

If the Contractor or any Subcontractors participate in activities that result in the disposition of electronic components, they shall comply with the provisions of PRC Chapter 8.5.

Use Tax

If, during the course of the Agreement, the Contractor shall be involved in the re-sale of goods to the State, they must comply with the requirements of Section 6452.1, 6487, 6487.3, 7101, and 18510 of the Revenue and Taxation Code, in addition to Section 10295.1 of the Public Contract Code.

Small Business (SB) Preference

CalRecycle shall apply the preference per State law and as described on the DGS website at http://www.pd.dgs.ca.gov/smbus/sbpref.htm . In no event shall the SB preference or non-SB Subcontracting preference exceed $50,000 in any single bid.

For purposes of this IFB, references to "Small Business" include Micro Business (MB) unless contrary to applicable law.

For evaluation purposes only, the State shall apply a preference to bids that propose California certified SB participation as identified on **Attachment B, Bidder Declaration** (GSPD-05-105), and confirmed by the State.

A copy of the Bidder's SB certification should be included with the Bid Package.

If the Bidder makes a commitment to achieve small business participation, then the Bidder, if awarded this Contract, must within 60 days of receiving final payment (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved (Govt. Code § 14841). Refer to **Attachment C, SB/DVBE Subcontractor Payment Certification** to fulfill this requirement.

Disabled Veterans Business Enterprise (DVBE) Incentive

CalRecycle has elected to waive the DVBE requirement, however the incentive remains applicable.
The incentive is applied during the evaluation process and is only applied for responsive bids from responsible bidders proposing the percentage(s) of DVBE participation for the incentive(s). For evaluation purposes only, the State shall apply the incentive to bids that propose California certified DVBE participation as identified on **Attachment B, Bidder Declaration** (GSPD-05-105), and confirmed by the State.

Any Bidder competing in this process as a California Certified Disabled Veterans Business Enterprise, or as a non-DVBE certifying to Subcontract a minimum of 3% of the total Contract services to a California Certified DVBE, shall receive a preference as shown below:

1. Five (5%) and above participation level = bid shall receive five percent (5%) preference.
2. Four (4%) participation level = bid shall receive two percent (2%) preference.
3. Three (3%) participation level = bid shall receive one percent (1%) preference.

Certification must be provided by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS).

If claiming the non-DVBE or preference, the bid response must include a list of the DVBE(s) with which you commit to Subcontract in an amount of at least three percent (3%) of the net bid price with one of more California certified DVBEs. Each listed certified DVBE must perform a "commercially useful function" in the performance of the Contract as defined in Government Code Section 14837(d)(4).

A copy of the Bidder's DVBE certification should be included with the Bid Package. For information on locating DVBE resources please go to the following website http://www.pd.dgs.ca.gov/Publications/resource.htm .

A copy of the Bidder's DVBE certification should be included with the Bid Package.

If awarded, the Bidder who has made a commitment to achieve disabled veteran business enterprise (DVBE) participation, must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE(s); and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation (Military & Veterans Code (M&VC) § 999.5(d)). Refer to **Attachment C, SB/DVBE Subcontractor Payment Certification** to fulfill this requirement

Target Area Contract Preference Act (TACPA)

If the budget for services outlined in this announcement, exceeds $100,000, CalRecycle shall grant a preference for TACPA qualified Bidders.

The Bidder must provide reasonable demonstration of Contract labor hours and certify that they shall comply with the requirements of the TACPA.

If the Bidder is qualified for this preference, the TACPA Preference Request Form must be included in the Bid submittal.

The form may be downloaded at www.calrecycle.ca.gov/Contracts/forms.

Maximum Combined Preferences and Rules for Award

In combination with any other preferences (TACPA, SB or DVBE, participation), the maximum limit of the combined preferences is 15% of the bid amount and, in no case, more than $100,000.00 per solicitation.

Preference programs for TACPA or the non-SB Subcontracting preference cannot displace a direct award to a certified SB. In the event of a tie between a SB/MB and a firm that is SB/MB and DVBE, the award shall be made to the firm that is SB/MB and DVBE.

Subcontractors

All Subcontractors identified in the Bid, must be experts in their respective disciplines and capable of performing the tasks for which they are hired.

If awarded the Agreement, the Contractor **must** use all of the SB/MB and DVBE firms identified on the Bidder Declaration (Attachment B).

Contractor understands and agrees that should award of this Contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) Subcontractor(s) identified in their Proposal, per Military and Veterans Code 999.5 (e), a DVBE Subcontractor may only be replaced by another DVBE Subcontractor and must be approved by the Department of General Services (DGS). Changes to the scope of work that impact the DVBE Subcontractor(s) identified in the Proposal and approved DVBE substitutions shall be documented by a Contract Amendment.

Failure of the Contractor to seek substitution and adhere to the DVBE participation level identified in the Proposal may be cause for Contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC § 999.9; Public Contract Code (PCC) § 10115.10, or PCC § 4110 (applies to public works only).

CalRecycle reserves the right to approve substitutions of Subcontractors, as long as, certified business participation levels remain unchanged.

Section III Bid Submittal Requirements

Introduction
Failure to follow the instructions contained in this document may be grounds for rejection of a Bid.

CalRecycle may reject any Bid if it is conditional, incomplete or contains irregularities.

CalRecycle may waive an immaterial deviation in a Bid, if deemed in the best interest of CalRecycle.

Deadline
The Bid package must be received by CalRecycle, at the address listed in Section I, Overview by 2:00 p.m. on November 17, 2016.

Bids received after the deadline shall be considered late and returned to the Bidder unopened.

Addressing
The Bid package must clearly state that it is in response to this IFB and note the IFB number listed with the direction of “Mailroom – do not open.”

Number of Copies
The Bidder is required to submit all required documents in the following format:

- One original, non-bound hard copy marked “Original” (do not include bid sheet in this copy)
- One electronic copy on disc or compact disc viewable by Adobe Acrobat Reader. (do not include bid sheet in this copy)
- One complete, signed bid sheet in a sealed envelope marked “Bid – Do Not Open”.

It is the submitting Bidder’s responsibility to ensure that the electronic copy is formatted in Adobe Acrobat Reader and viewable by CalRecycle.

Document Printing
All documents must be submitted double-sided on paper with a minimum of 100% post-consumer recycled content fiber.

Cover Letter
The cover letter shall be signed by an individual who is authorized to bind the Bidder and shall indicate that person's title or position. The cover letter must be on the Bidder's company letterhead and contain the following information:

a. Name and address of the Bidder submitting qualifications;
b. Bidder’s Headquarters for purposes of this Agreement, if awarded;
c. Name, telephone number, and e-mail address of a person who can be contacted if further information is required;
d. Name, title, address, telephone number, and e-mail address of individual(s) with authority to negotiate and execute a binding Agreement on behalf of the Bidder;
e. Statement that personnel who shall provide services under the Agreement shall have the required certifications and that bidder shall have qualified personnel available to meet the service needs;
f. Statement attesting to the fact of the percentage of post-consumer recycled content fiber paper used in the compilation of the bid package; and
g. Statement stating that the Contractor and any Subcontractors to be used during the performance of the Contract are eligible to contract with the State of California, pursuant to PCC 10286.

Qualifications and Resources
The prospective Contractor must have the experience, qualifications, and resources to perform the required tasks of the project

The laboratory must meet the following criteria:

a. The laboratory must be located within California.
b. The laboratory must comply with the Environmental Testing Criteria.

c. The laboratory must be accredited by the Department of Health Services through its Environmental Laboratory Accreditation Program (ELAP). The laboratory must be certified to conduct those analyses that are certifiable under the program. If the primary Contractor is not certified for a particular analysis, the Contractor must possess the ability to Subcontract the analysis to another certified laboratory without acquiring additional costs related to the analyses, including additional shipping and processing costs. The laboratory shall submit a copy of their ELAP accreditation as part of the bid package.
d. In order to serve projects in both Northern and Southern California, the Contractor must be able to arrange overnight delivery or same-day pick up anywhere in the state without acquiring additional costs related to the analyses, including but not limited to additional shipping and processing costs.

Each Bid must include a description of the resources to be used on the project while demonstrating an individual or team members' abilities to perform the work. The Bid must include resumes for the Project Manager, Personnel and Subcontractors, that include:

- Experience
- Knowledge
- Educational Background
- Appropriate licensing

Organization

Provide a brief description of the organization's services and activities, including:

- Date of establishment
- History
- Location
- Any known conflicts of interest

References

The Bidder's team must provide a minimum of three (3) verifiable references and/or experience that support the above qualifications.

CalRecycle reserves the right to seek references in addition to the client references provided by the Bidder, as it deems necessary.

If a reference or project experience is unable to be verified, it shall be disregarded.

Samples of Written Work

The Bidder's team must include a copy of verifiable test results that are similar in nature to the proposed project and deliverables and a copy of Quality Assurance/Quality Control documentation.

Contractor Eligibility

The Bidder must include a written declaration, stating that the Contractor and any Subcontractors to be used during the performance of the Contract are eligible to Contract with the State of California, pursuant to PCC 10286.1. Statement may be included in the cover letter.

Qualification/Licenses

The Contractor shall be an individual or firm qualified to do business in California. Required documentation includes the following as applicable:

- A copy of the Bidder's registration with the Secretary of State.

- A copy of the Contractor's current valid Environmental Laboratory Accreditation Program (ELAP) certification issued by the Department of Health Services.

- Additionally, pursuant to the California Business and Professions Code, for services of a "professional" nature requiring a professional license issued by the California Department of Consumer Affairs, Bidders must submit a copy of the appropriate license(s) for each team member who shall provide "professional" services under the Contract.

Cost Breakdown

The Cost Bid must specify the total cost and include detailed project costs, as required in **Attachment A, Cost Bid Sheet**. The winning Bidder's invoices must be itemized as shown in the submitted Cost Bid Sheet.

The costs identified, should take into consideration the length of the Contract, rise in salaries and administrative overhead costs.

Failure to include on the Cost Bid Sheet budgeted costs for all tasks included in the Scope of Work shall be grounds for disqualification.

The Cost Bid Sheet is a self-contained document for purposes of calculating cost points and evaluating whether all information required by the IFB has been submitted. Therefore, all information (such as explanations of $0 instead of itemized costs) must be included on the cost Bid sheet. Reference by incorporation to the Bid is not acceptable.

The amount identified on the cost breakdown may not be changed and shall remain in effect for the life of the Agreement.

Section IV Evaluation and Selection

Introduction

CalRecycle shall perform a Pre-Qualification Evaluation process to ensure that the Bidder has included all required documentation in the Bid submittal. The bid sheet must be in a separate sealed envelope marked “Bid – Do Not Open”.

If a Bid package does not meet all of the requirements set forth in this IFB, it shall be considered non-responsive and rejected from further competition.

Grounds for Rejection

All bids may be rejected whenever the determination is made that the bids received are not really competitive, when the cost is not reasonable, or when the cost exceeds the amount expected.

Additionally, a bid may be rejected if:

- It is received after the due date and time for submittal
- The bid submittal is unsigned
- The bid cost is not prepared as required by the IFB
- The Bidder has been prohibited from contracting with the State by the Department of Fair Employment and Housing
- The Bidder has received a substantive negative contract performance from the State
- Any items required by the IFB are not included with the submittal

No bid may be rejected arbitrarily or without reasonable cause.

Bid Opening

The qualified bids (sealed) shall be opened publicly at the time set in Section I, Schedule.

Award of Agreement

Award of this Agreement shall be to the lowest responsive responsible Bidder meeting all of the IFB requirements after preferences are applied as indicated in Section II Rules and Conditions.

In the event of a tie, CalRecycle shall utilize a tie breaker to determine the winning Bidder. The tie breaker shall be determined based on which bidder has the most SB and DVBE participation identified in the bid package.

CalRecycle reserves the right to not award an Agreement.

Rejection of Award

If the Bidder fails to enter into a satisfactory Agreement within a reasonable timeframe after the award is made, CalRecycle may deem that the Bidder has rejected the award.

CalRecycle reserves the right to disqualify the awardee and award the Agreement to the next lowest responsive responsible Bidder.

CalRecycle shall notify the rejected lowest responsive Bidder, at least five (5) days prior to the award being made, of the decision not to award the Agreement.

Notice of Intent to Award

CalRecycle shall post a notice of intent to award the Agreement resulting from this IFB, only upon written request of any Bidder.

The request must be submitted to the contact contained in Section I, Overview.

If requested, the notice of intent to award shall be posted on CalRecycle’s Contract website at www.calrecycle.ca.gov/Contracts and at the headquarters address noted in Section I, Overview five days prior to award of the Contract.

Protest of Award

A Bidder may protest the proposed award by filing an official protest with the Department of General Services. The protest must be filed after the notice of intent to award the Contract, but before the actual award.

Within five (5) **working** days of the initial protest filing, the Bidder must submit a detailed written statement with information that supports that the Bidder would have been awarded the Contract and the grounds for that position.

The Agreement shall not be awarded until a decision has been made on the filed protest.

The protest documents should be sent via registered mail to the following parties:

Department of General Services
Office of Legal Services
Attn: Protest Coordinator
707 Third Street, 7th floor
Sacramento, CA 95605
Fax (916) 376-6226

Department of Resources Recycling and Recovery
Attn: Contracts Unit
1001 I Street, MS-19A
Sacramento, CA 95814
Fax (916) 319-7582
Email Contracts@calrecycle.ca.gov

Section V Description of Work

Background
CalRecycle's, Local Enforcement Agency (LEA) personnel, and/or other personnel specifically authorized by CalRecycle, shall collect laboratory field samples in appropriate containers and with the necessary preservatives as required by the analytical methods to be used for the analysis. The types of samples submitted may include bulk material samples (soil, compost, ash, or tar), gas bag and solid container samples, filter samples, chemical adsorbent tubes, and other vapor, gas or aerosol collecting media. Applicable sampling and analytical methodologies, along with the necessary sampling equipment shall be discussed with the Contractor prior to sample collection.

Work to Be Performed
The Contractor shall supply and arrange for delivery of all sample containers and equipment required. The Contractor shall pick up or arrange for delivery of the samples and analyze the samples as directed or authorized by CalRecycle's Contract Manager and report the results in accordance with the turnaround time requirements of this Agreement.

Tasks

A. Task 1 - Environmental Testing

The comprehensive laboratory services Agreement includes but may not be limited to the following environmental test methods on liquids (water, wastewater, leachate, and gas condensate), solids (soil, burn ash, incinerator ash, compost, sludge, plant materials, paper, plastics, etc.), and/or gases (landfill gas, soil gas, emissions, ambient air, flue gas, etc.):

1) Methods to detect the presence of microorganisms including total coliform, fecal coliform or Escherichia coli (E. coli) in water, wastewater, sludge, or compost.

2) Methods to determine the presence of inorganic substances and physical properties of water including toxic chemical elements using colorimetric, gravimetric, titrimetric, electrometric, or ion chromatographic techniques and include the following: alkalinity; toxicity, calcium; chloride; corrosivity; fluoride; hardness; magnesium; nitrate; nitrite; sodium; sulfate; total filterable residue and conductivity; iron; manganese; orthophosphate; silica; cyanide.

3) Methods to detect the presence of inorganic substances, nutrients, physical or chemical demands, or physical properties in the determination of wastewater, leachate and gas condensate quality including but not limited to acidity, alkalinity, biological oxygen demand, chemical oxygen demand, pH, total dissolved solids, turbidity, hardness, conductance, etc.

4) Methods to determine the presence of trace metals or asbestos in determining water quality using atomic absorption, inductively coupled plasma, inductively coupled plasma/mass spectrophotometer, or an electron microscope device (e.g., arsenic, barium, cadmium, total chromium, copper, iron, lead, manganese, mercury, selenium, silver, zinc, asbestos, Environmental Protection Agency (EPA) Methods 200.7 and 200.8, etc.).

5) Methods to detect the presence of trace organic compounds in determining water quality requiring and not requiring the use of a gas chromatograph/mass spectrophotometer device (e.g. EPA Methods 501.3, 524.2, 525 and 513, 503.1, 502.2, etc.).

6) Methods to detect the presence of trace organics in wastewater, leachate and gas condensate including but not limited to the following: EPA Methods 624, 625, 1613, 1625, 601, 602, 603, 604, etc.).

7) Methods to detect the presence of radioactive substances in water, wastewater, or solid waste.

8) Aquatic bioassay methods to detect the presence of toxins in the determination of wastewater quality or in hazardous wastes.

9) Analyses to determine the physical properties of hazardous and solid wastes including: ignitability by flashpoint determination; corrosivity by pH determination; corrosivity by corrosivity towards steel; and reactivity. EPA Methods 9040, 9045, and 9050, etc.

10) Analyses to determine the presence of inorganic substances in solid waste or hazardous waste samples including EPA Methods 6010, 6020, and 7000 series, etc.

11) Methods to prepare waste samples for further testing including: California waste extraction test (WET); extraction procedure toxicity (EP TOX); toxicity characteristic leaching procedure (TCLP).

12) Analyses to determine the presence of trace organics in solid and hazardous waste samples including: EPA Methods 3500, 5000, 8000, 8100, and 8200 series, etc.

13) Method to detect the presence of asbestos for complying with Government Code Section 66261.249 m 2 A using polarized light microscopy.

14) Methods for determining the concentrations of fixed gases (carbon dioxide, methane, oxygen, nitrogen, hydrogen sulfide, etc.) Individually or in bank in a gas sample (landfill gas, soil gas, ambient air, flue gas samples, etc.) using gas chromatography.

15) Methods for detecting the presence of organic compounds (e.g. benzene, vinyl chloride, trichloroethylene, total hydrocarbons, etc.) in gas samples individually or in bank, using gas chromatography or gas chromatography/ mass spectrophotomotry including EPA TO-14 Analysis with low detection limits for vinyl chloride.

16) Methods of analysis for constituents in accordance with EPA Methods 413.2, 415.2, 502.1, 503.1, 524.1, 613, 624, 625, etc.)

17) Methods for determining gas quality for the purpose of combustion efficiency including moisture content, energy capacity (BTUH/SCF), explosivity and ignitibility.

18) Methods for isotopic differentiation and carbon C-14 dating.

19) The Contract laboratory may be required to perform other tests as needed and additional work not normally included on the tasks listed above (e.g. field sampling, experimental design, statistical analysis, review and evaluation of analytical data, etc.) at published prices with a markup of no more than 15%.

B. Task 2 - Subcontract Administration

For any analysis which is Subcontracted on a routine basis due to the inability of the primary Contractor to perform that specific analysis in-house, the Subcontractor must meet the specifications for testing and laboratory criteria (Contractor Responsibilities, Item A), Quality Assurance Program (Contractor Responsibilities, Item B), and turnaround times (Contractor Responsibilities, Items C and D). There must be adequate sample custody procedures on the part of both the primary Contractor and the Subcontractor. If during the course of the Agreement the Subcontractor is replaced, the Contractor shall provide the following to the CalRecycle Contract Manager:

a. Identification of analyses to be Subcontracted;
b. Identification of Subcontracting laboratory;
c. Outline of quality assurance procedures used by the Subcontractor; and
d. Outline of quality assurance controls for sample and/or extract transportation.

C. Task 3 - Sampling Equipment

The Contractor shall be required to provide sampling media and collection devices, including but not limited to glass soil sample jars, brass/stainless steel sample tubes and end caps, amber jars, VOA's, summa canisters, critical flow orifices, tedlar bags, fibers, sorbent tubes, air pumps, timing devices,

impinger solutions, and impingers. Sampling labels, sampling tags, chain-of-custody seals, chain-of-custody forms and both hard and electronic copies of analytical result tables shall also be provided. All costs associated with the additional sampling equipment must be included in the test unit price. No charges shall be applied to unused or defective equipment.

D. Task 4 - Equipment and Sample Shipment

The Contractor shall provide pick-up and shipment of media and samples to and from CalRecycle or CalRecycle's project sites throughout California for analysis.

Contractor Responsibilities

A. **Industrial Hygiene Laboratory Criteria**

1) The laboratory shall be, and remain for the duration of the Contract, accredited under the Laboratory Accreditation Program of the American Industrial Hygiene Association and continue to participate in the National Institute for Occupational Safety and Health (NIOSH) Proficiency Analytical Testing (PAT) Program.

2) The laboratory shall be, and remain for the duration of the Contract, accredited to analyze all PAT materials including: lead, cadmium, chromium, zinc, asbestos, silica, and organic solvents (carbon tetrachloride, benzene, vinyl chloride, trichloroethylene, p-dioxane, toluene, chloroform, 1,2 dichloroethane, methylene chloride, methyl chloride, methyl ethyl ketone, and o-xylene).

3) The laboratory shall have, and retain for the duration of the Contract, the instrumentation necessary to perform the following analytical methods: Atomic Absorption Spectroscopy; Graphite Furnace; Colorimetry; Gas Chromatography/Flame Ionization Detector; Gas Chromatography/Electron Capture Detector; Gas Chromatography/Nitrogen Phosphorous Detector; Gas Chromatography/Mass Spectroscopy; Gravimetric; High Pressure Liquid Chromatography; Ion Chromatography; Particle Count with Light Microscopy; Phase Contrast Microscopy; Ultraviolet Spectroscopy.

4) The precision, accuracy, and sensitivity of analytical methods used shall be, and remain for the duration of the Contract, at least equal to those specified by NIOSH methods.

B. **Quality Assurance**

The laboratory shall have in effect and shall submit to CalRecycle's Contract Manager a quality assurance program, which at the minimum, consists of the elements listed below:

1) Specifications of responsibilities of personnel;
2) Chain of custody procedures; and
3) The following data feedback and review procedures:
   a. computation rechecks
   b. assessment of systematic errors and methods of correction
      - sample spikes by sample matrix
      - reagent blanks
      - method blanks
   c. assessment of precision and accuracy
      - sample replication by sample matrix
      - determination of warning and control limits
      - procedures for re-analysis
      - quarterly external audits
   d. records maintained for at least five years from the time of completion of the analysis
   e. regular and appropriate equipment calibration and maintenance
   f. chemical inventory control
   g. personnel training and evaluation

C. **Sample Turnaround Time**
The sample turnaround time is the time elapsed between the receipt of the sample by the Contractor and the analysis of the sample. The sample turnaround time shall be within the limits defined by the specific methodology used. CalRecycle staff may require a specific turnaround time different from what is defined by the chosen methodology, as dictated by the purpose of the analysis. No payment shall be made for analysis of samples if the agreed upon sample turnaround time is exceeded, so as to compromise the sample integrity or timeliness of the results, as determined by CalRecycle staff.

D. **Report Turnaround Time**
The Laboratory shall be capable of supplying CalRecycle with reports of analysis within the turnaround times as follows:
1) Standard Turnaround: seven (7) business days from sample receipt date results to be e-mailed, ten (10) working days for final written report.
2) Urgent Turnaround: two (2) business days from date of sample receipt for e-mailed results, full written report to follow as soon as possible, but no later than seven (7) business days.

Location of Services
Services shall be provided throughout California.

Control of Work
A. CalRecycle's Contract Manager has the authority to determine the quality and acceptability of the following:
- The work that was performed; and
- the rate of progress of the work that was performed.

B. The determination of quality and acceptability shall be deemed final and enforceable by CalRecycle Contract Manager.

C. The Contractor shall designate a Project Manager who holds the following authority:
- Act as the Contractor's Representative for work to be provided under this Agreement; and
- Act as the Contractor's Representative regarding Contractual matters relating to this Agreement.

D. If during the course of the Agreement, it is deemed necessary to replace the Project Manager, prior approval of CalRecycle's Contract Manager is required.

Section VI Definition and Terms

General

Unless the context otherwise requires, wherever in this IFB or addenda, the following abbreviations and terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as provided in this Section.

Working titles having a masculine gender, such as “draftsman” and “journeyman” and the pronoun “he”, are utilized in these provisions for the sake of brevity, and are intended to refer to persons of either sex.

Abbreviations

ADA	Americans with Disabilities Act
CAL EPA	California Environmental Protection Agency
CALRECYCLE	Department of Resources Recycling and Recovery
CCR	California Code of Regulations
DVBE	Disabled Veteran Business Enterprise
EPA	Environmental Protection Agency (Federal Government)
GC	Government Code
PCC	Public Contract Code
IFB	Invitation for Bid
SB	Small Business
SOW	Scope of Work
OSDS	The Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS)

Agreement

The written Agreement covering performance of the work and furnishing of labor, materials, tools, and equipment in providing the work. The Agreement shall include the IFB, Bid, general and specific terms and conditions, Work Orders, and supplemental Agreements which may be required to complete the work in a substantial and acceptable manner.

Cal EPA

The California Environmental Protection Agency

CalRecycle

Department of Resources Recycling and Recovery

CalRecycle Staff

Staff of the CalRecycle involved in the implementation of this Contract or representatives of Consultant to CalRecycle as designated in the Work Orders.

Consultant

The person or persons, firm, partnership, corporation, or combination thereof, which may enter into this Agreement with CalRecycle to provide work pursuant to this IFB or his or their legal representatives

Contract

A legally binding Agreement between the state & another entity, public or private, for the provision of goods or services

Contract Manager

A person designated by the responsible state agency or department to manage performance under a Contract.

Contractor

A party Contracting with the awarding agency. Vendor is often used synonymously with Contractor.

Director

The Director of CalRecycle, or his/her designees. Any references to Executive Officer shall mean the Director and/or designated officer.

Disabled Veteran Business Enterprise (DVBE Certified)

A business that meets all of the following criteria: (1) at least 51% of the business is owned by one or more disabled veterans or, in a business whose stock is publicly held, at least 51% or more of the stockholders are disabled veterans (2) the management and control of the business are exercised by one or more disabled veterans; (3) the business is domestically owned and its home office is in the

United States; and (4) the business has been certified as a DVBE by the State of California, Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS).

Legal Holiday
Those days designated as State holidays in the Government Code.

Project Manager
Contractor's representative for all work performed under this Agreement. All official correspondence, reports, submittals, billings, and other work done under this Agreement shall be reviewed and signed by the Project Manager prior to submittal to CalRecycle.

Scope of Work
The description of work required of a Contractor by the awarding agency.

Small Business (Certified)
A business that has been certified by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS), as a small business as defined in GC 14837 and 2 CCR 1896.

State
The State of California.

State Contract Law
The Public Contract Code and other applicable laws that form and constitute a part of the provisions of this Agreement to the same extent as if set forth herein in full.

Subcontractor
A person or entity which contracts with the Contractor to perform all or a portion of the work as specified in the Scope of Work.

Attachments

Cost Bid Sheet
Laboratory Services for the CIA Investigation Program
DRR16060

Complete this form and submit the original in accordance with the requirements of this IFB.

Contractor/Company Name: _____

Test methods listed below are for evaluation purposes only. Each bid submittal package should include a complete price list for the test methods and services listed in the IFB document for both Standard (7 business days) and Urgent (24 hours) Turnaround sample times.

**Unit costs for both Standard and Urgent Turnaround times must include all additional costs including, but not limited to, those which may result from using a Subcontracted laboratory, shipping costs, delivery/courier costs, costs of sampling equipment (thermometers, vacuum gauges, impingers, air sampling pumps, critical flow orifices, containers, specialized containers, etc.), costs of unused equipment, and any other costs.

Note: Reusable sample containers must be certified clean for at least one container for every five (5) supplied for each sampling event.

Rating Criteria for Evaluating Environmental Services Bid Submittals

Gas Analyses (STANDARD turnaround time)

	Unit Cost**	x	%	=	Unit Cost x %
Fixed Gases (ASTM D-1945)		x	10.7	=	$
Methane		x	10.7	=	$
Total Organics (EPA TO-15)		x	10.7	=	$
Carbon Speciation (EPA TO-3)		x	3.95	=	$
Hydrogen Sulfide (EPA 15 & 16)		x	3.95	=	$

Gas Analyses (URGENT turnaround time)

	Unit Cost**	x	%	=	Unit Cost x %
Fixed Gases (ASTM D-1945)		x	2.7	=	$
Methane		x	2.7	=	$
Total Organics (EPA TO-15)		x	2.7	=	$
Carbon Speciation (EPA TO-3)		x	0.95	=	$
Hydrogen Sulfide (EPA 15 & 16)		x	0.95	=	$

Burn Ash, Solid Waste & Soil Analyses (STANDARD turnaround time)

	Unit Cost**	x	%	=	Unit Cost x %
pH, Reactivity, Ignitability		x	2	=	$
Total CAM 17 Metals (EPA 6010) including extraction/digestion		x	4	=	$
Total CAM 5 Metals (EPA 6010) including extraction/digestion		x	4	=	$
TCLP RCRA Metals (EPA 1311) including extraction/digestion		x	3	=	$
STLC CAM 17 Metals (EPA 6010) including extraction/digestion		x	4	=	$
STLC CAM 5 Metals (EPA 6010) including extraction/digestion		x	4	=	$
DI-WET, WET (EPA 6010, 22 CCR) including extraction/digestion		x	4	=	$
Organochlorine Pesticides/PCBs (EPA 608/8082)		x	3	=	$

Carbon Chain Breakdown C6-C44 (EPA)		x	3	=	$
Semivolatile Organic Compounds (SVOCs) PAH/PNAs only (EPA 8270)		x	3	=	$
SVOCs Full List (EPA 8270)		x	2	=	$
Dioxins/Furans (EPA 8280A)		x	4	=	$

Burn Ash, Solid Waste & Soil Analyses (URGENT turnaround time)

	Unit Cost**	x	%	=	Unit Cost x %
pH, Reactivity, Ignitability		x	0.5	=	$
Total CAM 17 Metals (EPA 6010) including extraction/digestion		x	1	=	$
Total CAM 5 Metals (EPA 6010) including extraction/digestion		x	1	=	$
TCLP RCRA Metals (EPA 1311) including extraction/digestion		x	0.75	=	$
STLC CAM 17 Metals (EPA 6010) including extraction/digestion		x	1	=	$
STLC CAM 5 Metals (EPA 6010) including extraction/digestion		x	1	=	$
DI-WET, WET (EPA 6010, 22 CCR) including extraction/digestion		x	1	=	$
Organochlorine Pesticides/PCBs (EPA 608/8082)		x	0.75	=	$
Carbon Chain Breakdown C6-C44 (EPA)		x	0.75	=	$
Semivolatile Organic Compounds (SVOCs) PAH/PNAs only (EPA 8270)		x	0.75	=	$
SVOCs Full List (EPA 8270)		x	0.5	=	$
Dioxins/Furans (EPA 8280A)		x	1	=	$
			100		$

Acknowledgement/Authorization

The undersigned acknowledges the submittal of this Bid constitutes an irrevocable offer for a ninety (90) day period for CalRecycle to award an Agreement. Additional acknowledgement is made of receipt of all competitive documents, including Addenda, relating to this Agreement.

The undersigned acknowledges that the Bidder has read all of the requirements set forth in CalRecycle documents and shall comply with said provisions.

The undersigned hereby authorizes and requests any person, firm, agency, or corporation to furnish any information requested by CalRecycle in verification of the recitals comprising this Bid and also hereby authorizes CalRecycle to contact such persons, firms, etc., in order to obtain information regarding the undersigned.

The undersigned acknowledges that there are no potential conflicts of interest, as defined in Public Contract Code (PCC 10410, 10411, and Government Code (GC) 87100, by the submitting firm and/or any Subcontractors listed in the Bid.

I declare under penalty of perjury that the foregoing is true and correct.

Name & Title of Authorized Representative:		Contractor Name:	
Address:		Telephone #:	
City, State Zip:		Email:	
Signature of Authorized Representative:		Date Signed:	

State of California—Department of General Services,
Procurement Division GSPD–05–105 (EST 8/09)

Solicitation Number **DRR16060**

Bidder Declaration

1. Prime bidder information **(Review attached Bidder Declaration Instructions prior to completion of this form)**:

a. Identify current California certification(s) **(MB, SB, NVSA, DVBE): _____or None_____**

b. Will Subcontractors be used for this Contract? **Yes_____No_____**(If yes, indicate the distinct element of work your firm will perform in this Contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

c. If you are a California certified DVBE:

(1) Are you a broker or agent? **Yes_____No _____**

(2) If the Contract includes equipment rental, does your company own at least 51% of the equipment provided in this Contract (quantity and value)? **Yes_____No_____N/A _____**

2. If no Subcontractors will be used, skip to certification below. Otherwise, list all Subcontractors for this Contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, DVBE or None)	Work performed or goods provided for this Contract	Corresponding % of bid price	Good Standing?	51% Rental?

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct

Page _____ of _____

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Small Business Nonprofit Veteran Service Agency (SB/NVSA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either "Yes" or "No" to identify whether Subcontractors will be used for the Contract. If the response is "No", proceed to Item #1.c. If "Yes", enter on the line the distinct element of work contained in the Contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by Subcontractors.

Bidders certified as MB, SB, SB/NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999(e)(2)(A) for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses. For questions regarding commercially useful function determinations made in conjunction with certification approval, contact the Department of General Services, Procurement Division, Office of Small Business and DVBE Certification (OSDC), OSDC Certification and Compliance Unit via email at: osdchelp@dgs.ca.gov

Bids must propose that certified bidders provide a commercially useful function for the resulting Contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A Subcontractor is any person, firm, corporation, or organization Contracting to perform part of the prime's Contract.

1.c. This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No". The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE Contractor or Subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the Contract.

If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark "N/A" for "not applicable."

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2. If no Subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page_____of_____" on the form.
If Subcontractors will be used, complete the table listing all Subcontractors. If necessary, attach additional pages and complete the "Page_of_____" accordingly.

2. (continued) **Column Labels**

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all Subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, DVBE or None)—If the Subcontractor possesses a current State of California certification(s), verify on the OSDC website (www.pd.dgs.ca.gov/smbus) that it is still valid and list all current certifications here. Otherwise, enter "None". [Note: A SB/NVSA should not be participating as a Subcontractor]

Work performed or goods provided for this Contract—Identify the distinct element of work contained in the Contract to be performed or the goods to be provided by each Subcontractor. Certified Subcontractors must provide a commercially useful function for the Contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified Subcontractor is further Subcontracting a greater portion of the work or goods provided for the resulting Contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each Subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each Subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the Subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, and/or DVBE status
- Is **not** listed on the OSDC website as ineligible to transact business with the State

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each Subcontractor listed.

Enter "**N/A**" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the Subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not Subcontractor is a DVBE)

Enter "**Yes**" if the Subcontractor is a California certified DVBE providing rental equipment and the Subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the Contract.

Enter "**No**" if the Subcontractor is a California certified DVBE providing rental equipment but the Subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page_____of_____" accordingly.

Small Business/DVBE Subcontractor Payment Certification

As Contractor of record for the Department of Resources Recycling and Recovery, Contract number _____, I certify, in accordance with Government Code 14841 and Military and Veteran Code § 999.5, that pursuant to the terms and conditions of the Contract, all payments have been made to the Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) firm(s) listed below for commodities or services rendered as the SB or DVBE Contractor(s) of record. I understand certification must be made to the Department of Resources Recycling and Recovery within 60 days of receiving final payment under this Agreement. I further understand and acknowledge that falsification of this Certification may result in the imposition of civil or criminal penalties for not less than $2,500 or more than $25,000 for each violation.
*Please copy this form to include as many SB or DVBE firms as necessary. Authorized signatures and information are required on each separately submitted form. Return to: Department of Re*sources Recycling and Recovery*, Contracts Unit- MS 19-A, Attn: SB/DVBE Advocate, P.O. Box 4025, Sacramento, CA 95812-4025*

SB/MB/DVBE SUBCONTRACTOR INFORMATION

Contract Firm Name			
Name of Firm Representative			
Title			
	Phone:	Fax:	
Firm Address	Street:		
	City:	State:	Zip:
Contract Number			
Total Amount Received Under this Contract	$	Date Final Payment Received: / /	

SB/DVBE SUBCONTRACTOR INFORMATION

SB/DVBE Subcontractor	**Street Address City State Zip**	**Amount Paid**	**Participation Achieved**
			%
			%
			%
			%

Printed Name		**Signature:**	
Title:		**Report Date:**	

Darfur Contracting Act

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or Proposal, please complete only **one** of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

1. _____ Initials — We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. _____ Initials — We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or Proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or Proposal.

OR

3. _____ Initials + certification below — We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION For # 3.
I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

Proposer/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County and State of*

YOUR BID OR PROPOSAL SHALL BE DISQUALIFIED UNLESS YOUR BID OR PROPOSAL INCLUDES THIS FORM WITH EITHER PARAGRAPH # 1 OR # 2 INITIALED OR PARAGRAPH # 3 INITIALED AND CERTIFIED.

Contractor Status Form

Contractor's Name: _____ County: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Federal Employer Identification Number: _____

STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS

☐ Individual ☐ Limited Partnership ☐ General Partnership ☐ Corporation ☐Other

If Individual or sole proprietorship, state the true name of sole proprietor: _____

If a Limited or General Partnership, list each partner and state their true name and interest in the partnership:

_____ _____

_____ _____

_____ _____

If a Corporation, state place and date of incorporation: _____

President: _____ **Vice President:** _____

Secretary: _____ **Treasurer:** _____

Other Officer: _____ **Other Officer:** _____

Provide explanation if claiming Other:

_____

_____

SMALL BUSINESS PREFERECE

Are you claiming preference for small/micro business?

☐ YES – Attach approval letter from Office of Small Business Certification and Resources
☐ NO

Are you claiming preference for DVBE?

☐ YES – Attach approval letter from Office of Small Business Certification and Resources
☐ NO

NOTE: THIS FORM MUST BE COMPLETED OR YOUR BID MAY BE REJECTED

Client References
List at least three (3) client references that can attest to the Bidder's qualifications to fulfill the requirements of the Scope of Work. List the most recent first. Client references must also be provided for any Subcontractors identified in the Bidder's response. Duplicate and attach additional pages as necessary.

BIDDER / SUBCONTRACTOR'S NAME:

REFERENCE 1			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Cost of Service	
Brief Description of Service Provided			

REFERENCE 2			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Cost of Service	
Brief Description of Service Provided			

REFERENCE 3			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Cost of Service	
Brief Description of Service Provided			

If three references cannot be provided, explain why:

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STATE OF CALIFORNIA
Department of Resources Recycling & Recovery
CALRECYCLE 74C (Revised 1/10 for Contracts)

To be completed by Contractor	
Name of Contractor:	
Contract #::	Work Order #:

Recycled-Content Certification

☐ **Check this box if no products, materials, goods, or supplies were purchased with Contract dollars and submit to your CalRecycle Contract manager.**

This form may be completed by Contractor, vendor, bidder, buyer, state-Contracting officer, or state purchasing agent. The form must be completed and returned to CalRecycle with a row completed for each product purchased with Contract dollars. Attach additional sheets if necessary. Information must be included, even if the product does not contain recycled-content material. Product labels, catalog/website descriptions, or bid specifications may be attached to this form as a method of providing that information.

Contractor's Name_____**Date**_____
Address_____**Phone**_____
Fax_____**E-mail**_____ **Web site**_____

Product Manufacturer	Product Description / Brand	Purchase Amount ($)	[1]Percent Postconsumer Material	[2]SABRC Product Category Code	Meets SABRC

Public Contract Code sections 12205 (a) (1) (2) (3) (b) (1) (2) (3) 10233

I certify that the above information is true. I further certify that these environmental claims for recycled content regarding these products are consistent with the Federal Trade Commission's Environmental Marketing Guidelines in accordance with PCC 12205.

Print name Signature Company Date

(See footnotes on the back of this page.)

1. *Postconsumer material comes from products that were bought by consumers, used, then recycled. For example: a newspaper that has been purchased and read, next recycled, and then used to make another product would be postconsumer material.*

   If the product does not fit into any of the product categories, enter "N/A." Common N/A products include wood products, natural textiles, aggregate, concrete, electronics such as computers, TV, software on a disk or CD, telephone

2. *Product category refers to one of the product categories listed below, into which the reportable purchase falls. For products made from multiple materials, choose the category that comprises most of the product by weight, or volume.*

Note: For reused or refurbished products, there is no minimum content requirement.

For additional information visit www.calrecycle.ca.gov/BuyRecycled/.

Code	Description Product Categories (11)	Minimum content requirement
1	Paper Products - Recycled	30 percent postconsumer fiber, by fiber weight
2	Printing and Writing - Recycled	30 percent postconsumer fiber, by fiber weight
3	Compost, Co-compost, and Mulch – Recycled	80 percent recovered materials. i.e., material that would otherwise be normally disposed of in a landfill
4	Glass – Recycled	10 percent postconsumer, by weight
5	Rerefined Lubricating Oil - Recycled	70 percent re-refined base oil
6a	Plastic – Recycled	10 percent postconsumer, by weight
6b	Printer or duplication cartridges	a. Have 10 percent postconsumer material, or b. Are purchased as remanufactured, or c. Are backed by a vendor-offered program that will take back the printer cartridges after their useful life and ensure that the cartridges are recycled and comply with the definition of recycled as set forth in Section 12156 of the Public Contract Code.
7	Paint – Recycled	50 percent postconsumer paint (exceptions when 50% postconsumer content is not available or is restricted by a local air quality management district, then 10% postconsumer content may be substituted)
8	Antifreeze – Recycled	70 percent postconsumer material
9	Retreated Tires - Recycled	Use existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400).
10	Tire- Derived - Recycled	50 percent postconsumer tires
11	Metals – Recycled	10 percent postconsumer, by weight

Draft Standard Agreement

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 06/03)

	AGREEMENT NUMBER **DRR16060**
	REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of Resources Recycling and Recovery (CalRecycle)

CONTRACTOR'S NAME

<CONTRACTOR>

2. The term of this Agreement is: through Or upon DGS approval, whichever is later

3. The maximum amount of this Agreement is: **(** **)**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	**x** page(s)
Exhibit B – Budget Detail and Payment Provisions	**x** page(s)
Exhibit C* – General Terms and Conditions	GTC 610
Exhibit D – Special Terms and Conditions	**x** page(s)
Attachment 1 – Recycled Content Certification	**x** page(s)
Exhibit E** – Invitation for Bid #DRR16060	**x** page(s)
Exhibit F** – Proposal from <Business> in response to Invitation for Bid #DRR16060	**x** page(s)

Items shown with an Asterisk (*) are hereby incorporated by reference and made part of this Agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

Items shown with double Asterisks (**) are hereby incorporated by reference and made part of this Agreement as if attached hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		***California Department of General Services Use Only***
CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)* **<CONTRACTOR>**		
BY *(Authorized Signature)*	DATE SIGNED *(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING **<CONTRACTOR>**		
ADDRESS **<CONTRACTOR ADDRESS>** **<CONTRACTOR ADDRESS>**		
STATE OF CALIFORNIA		
AGENCY NAME Department of Resources Recycling and Recovery		
BY *(Authorized Signature)*	DATE SIGNED *(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING Tiffany Donohue, Administrative Services Branch Chief		☐ Exempt per:
ADDRESS 1001 I Street, Sacramento, CA 95814		

EXHIBIT A

SCOPE OF WORK

1. The Contractor agrees to provide the Department of Resources Recycling and Recovery (CalRecycle), with environmental laboratory sampling and analysis services as described herein.

2. The Project Coordinators during the term of this Agreement shall be:

CalRecycle Contract Manager		<CONTRACTOR>	
Name:	Angela Basquez	Name:	CONTRACTOR
Phone:	(916) 445-3638	Phone:	(zzz) zzz-zzzz
Email:	angela.basquez@calrecycle.ca.gov	Email:	xxxxxx@xxxxxxx

Direct all Agreement inquiries to:

CalRecycle Contract Analyst		<CONTRACTOR>	
Contracts Unit			
Attention:	Melissa Mojonnier	Attention:	CONTRACTOR
Address:	1001 I St., MS 19-A Sacramento, CA 95814	Address:	Address City, ST Zip
Phone:	(916) 341-6048	Phone:	(zzz) zzz-zzzz
Email:	melissa.mojonnier@calrecycle.ca.gov	Email:	xxxxxx@xxxxxxxx

3. **BACKGROUND**
CalRecycle's, Local Enforcement Agency (LEA) personnel, and/or other personnel specifically authorized by CalRecycle, shall collect laboratory field samples in appropriate containers and with the necessary preservatives as required by the analytical methods to be used for the analysis. The types of samples submitted may include bulk material samples (soil, compost, ash, or tar), gas bag and solid container samples, filter samples, chemical adsorbent tubes, and other vapor, gas or aerosol collecting media. Applicable sampling and analytical methodologies, along with the necessary sampling equipment shall be discussed with the Contractor prior to sample collection.

4. **SERVICE NEEDED**
The Contractor shall supply and arrange for delivery of all sample containers and equipment required. The Contractor shall pick up or arrange for delivery of the samples and analyze the samples as directed or authorized by CalRecycle's Contract Manager and report the results in accordance with the turnaround time requirement of this Agreement.

5. **TASKS**
   A. **Task 1 - Environmental Testing**
   The comprehensive laboratory services Agreement includes but may not be limited to the following environmental test methods on liquids (water, wastewater, leachate, and gas condensate), solids (soil, burn ash, incinerator ash, compost, sludge, plant materials, paper, plastics, etc.), and/or gases (landfill gas, soil gas, emissions, ambient air, flue gas, etc.):

      1) Methods to detect the presence of microorganisms including total coliform, fecal coliform or Escherichia coli (E. coli) in water, wastewater, sludge, or compost.

2) Methods to determine the presence of inorganic substances and physical properties of water including toxic chemical elements using colorimetric, gravimetric, titrimetric, electrometric, or ion chromatographic techniques and include the following: alkalinity; toxicity, calcium; chloride; corrosivity; fluoride; hardness; magnesium; nitrate; nitrite; sodium; sulfate; total filterable residue and conductivity; iron; manganese; orthophosphate; silica; cyanide.

3) Methods to detect the presence of inorganic substances, nutrients, physical or chemical demands, or physical properties in the determination of wastewater, leachate and gas condensate quality including but not limited to acidity, alkalinity, biological oxygen demand, chemical oxygen demand, pH, total dissolved solids, turbidity, hardness, conductance, etc.

4) Methods to determine the presence of trace metals or asbestos in determining water quality using atomic absorption, inductively coupled plasma, inductively coupled plasma/mass spectrophotometer, or an electron microscope device (e.g., arsenic, barium, cadmium, total chromium, copper, iron, lead, manganese, mercury, selenium, silver, zinc, asbestos, Environmental Protection Agency (EPA) Methods 200.7 and 200.8, etc.).

5) Methods to detect the presence of trace organic compounds in determining water quality requiring and not requiring the use of a gas chromatograph/mass spectrophotometer device (e.g. EPA Methods 501.3, 524.2, 525 and 513, 503.1, 502.2, etc.).

6) Methods to detect the presence of trace organics in wastewater, leachate and gas condensate including but not limited to the following: EPA Methods 624, 625, 1613, 1625, 601, 602, 603, 604, etc.).

7) Methods to detect the presence of radioactive substances in water, wastewater, or solid waste.

8) Aquatic bioassay methods to detect the presence of toxins in the determination of wastewater quality or in hazardous wastes.

9) Analyses to determine the physical properties of hazardous and solid wastes including: ignitability by flashpoint determination; corrosivity by pH determination; corrosivity by corrosivity towards steel; and reactivity. EPA Methods 9040, 9045, and 9050, etc.

10) Analyses to determine the presence of inorganic substances in solid waste or hazardous waste samples including EPA Methods 6010, 6020, and 7000 series, etc.

11) Methods to prepare waste samples for further testing including: California waste extraction test (WET); extraction procedure toxicity (EP TOX); toxicity characteristic leaching procedure (TCLP).

12) Analyses to determine the presence of trace organics in solid and hazardous waste samples including: EPA Methods 3500, 5000, 8000, 8100, and 8200 series, etc.

13) Method to detect the presence of asbestos for complying with Government Code Section 66261.249 m 2 A using polarized light microscopy.

14) Methods for determining the concentrations of fixed gases (carbon dioxide, methane, oxygen, nitrogen, hydrogen sulfide, etc.) Individually or in bank in a gas sample (landfill gas, soil gas, ambient air, flue gas samples, etc.) using gas chromatography.

15) Methods for detecting the presence of organic compounds (e.g. benzene, vinyl chloride, trichloroethylene, total hydrocarbons, etc.) in gas samples individually or in bank, using gas chromatography or gas chromatography/ mass spectrophotomotry including EPA TO-14 Analysis with low detection limits for vinyl chloride.

16) Methods of analysis for constituents in accordance with EPA Methods 413.2, 415.2, 502.1, 503.1, 524.1, 613, 624, 625, etc.)

17) Methods for determining gas quality for the purpose of combustion efficiency including moisture content, energy capacity (BTUH/SCF), explosivity and ignitibility.

18) Methods for isotopic differentiation and carbon C-14 dating.

19) The Contract laboratory may be required to perform other tests as needed and additional work not normally included on the tasks listed above (e.g. field sampling, experimental design, statistical analysis, review and evaluation of analytical data, etc.) at published prices with a markup of no more than 15%.

B. **Task 2 - Subcontract Administration**

For any analysis which is Subcontracted on a routine basis due to the inability of the primary Contractor to perform that specific analysis in-house, the Subcontractor must meet the specifications for testing and laboratory criteria (Contractor Responsibilities, Item A), Quality Assurance Program (Contractor Responsibilities, Item B), and turnaround times (Contractor Responsibilities, Items C and D). There must be adequate sample custody procedures on the part of both the primary Contractor and the Subcontractor. If during the course of the Agreement the Subcontractor is replaced, the Contractor shall provide the following to the CalRecycle Contract Manager:

a. Identification of analyses to be Subcontracted;
b. Identification of Subcontracting laboratory;
c. Outline of quality assurance procedures used by the Subcontractor; and
d. Outline of quality assurance controls for sample and/or extract transportation.

C. **Task 3 - Sampling Equipment**

The Contractor shall be required to provide sampling media and collection devices, including but not limited to glass soil sample jars, brass/stainless steel sample tubes and end caps, amber jars, VOA's, summa canisters, critical flow orifices, tedlar bags, fibers, sorbent tubes, air pumps, timing devices, impinger solutions, and impingers. Sampling labels, sampling tags, chain-of-custody seals, chain-of-custody forms and both hard and electronic copies of analytical result tables shall also be provided. All costs associated with the additional sampling equipment must be included in the test unit price. No charges shall be applied to unused or defective equipment.

D. **Task 4 - Equipment and Sample Shipment**

The Contractor shall provide pick-up and shipment of media and samples to and from CalRecycle or CalRecycle's project sites throughout California for analysis.

6. CONTRACTOR RESPONSIBILITIES

A. Industrial Hygiene Laboratory Criteria

1) The laboratory shall be, and remain for the duration of the Contract, accredited under the Laboratory Accreditation Program of the American Industrial Hygiene Association and continue to participate in the National Institute for Occupational Safety and Health (NIOSH) Proficiency Analytical Testing (PAT) Program.

2) The laboratory shall be, and remain for the duration of the Contract, accredited to analyze all PAT materials including: lead, cadmium, chromium, zinc, asbestos, silica, and organic solvents (carbon tetrachloride, benzene, vinyl chloride, trichloroethylene, p-dioxane, toluene, chloroform, 1,2 dichloroethane, methylene chloride, methyl chloride, methyl ethyl ketone, and o-xylene).

3) The laboratory shall have, and retain for the duration of the Contract, the instrumentation necessary to perform the following analytical methods: Atomic Absorption Spectroscopy; Graphite Furnace; Colorimetry; Gas Chromatography/Flame Ionization Detector; Gas Chromatography/Electron Capture Detector; Gas Chromatography/Nitrogen Phosphorous Detector; Gas Chromatography/Mass Spectroscopy; Gravimetric; High Pressure Liquid Chromatography; Ion Chromatography; Particle Count with Light Microscopy; Phase Contrast Microscopy; Ultraviolet Spectroscopy.

4) The precision, accuracy, and sensitivity of analytical methods used shall be, and remain for the duration of the Contract, at least equal to those specified by NIOSH methods.

B. Quality Assurance

The laboratory shall have in effect and shall submit to CalRecycle's Contract Manager a quality assurance program, which at the minimum, consists of the elements listed below:

1) Specifications of responsibilities of personnel;
2) Chain of custody procedures; and
3) The following data feedback and review procedures:
   a. computation rechecks
   b. assessment of systematic errors and methods of correction
      - sample spikes by sample matrix
      - reagent blanks
      - method blanks
   c. assessment of precision and accuracy
      - sample replication by sample matrix
      - determination of warning and control limits
      - procedures for re-analysis
      - quarterly external audits
   d. records maintained for at least five years from the time of completion of the analysis
   e. regular and appropriate equipment calibration and maintenance
   f. chemical inventory control
   g. personnel training and evaluation

C. **Sample Turnaround Time**

The sample turnaround time is the time elapsed between the receipt of the sample by the Contractor and the analysis of the sample. The sample turnaround time shall be within the limits defined by the specific methodology used. CalRecycle staff may require a specific turnaround time different from what is defined by the chosen methodology, as dictated by the purpose of the analysis. No payment shall be made for analysis of samples if the agreed upon sample turnaround time is exceeded, so as to compromise the sample integrity or timeliness of the results, as determined by CalRecycle staff.

D. **Report Turnaround Time**

The Laboratory shall be capable of supplying CalRecycle with reports of analysis within the turnaround times as follows:

1) Standard Turnaround: seven (7) business days from sample receipt date results to be e-mailed, ten (10) working days for final written report.
2) Urgent Turnaround: two (2) business days from date of sample receipt for e-mailed results, full written report to follow as soon as possible, but no later than seven (7) business days.

7. **LOCATION OF SERVICES**

Services shall be provided throughout California.

8. **CONTROL OF WORK**

A. CalRecycle's Contract Manager has the authority to determine the quality and acceptability of the following:

- The work that was performed; and
- the rate of progress of the work that was performed.

B. The determination of quality and acceptability shall be deemed final and enforceable by CalRecycle Contract Manager.

C. The Contractor shall designate a Project Manager who holds the following authority:

- Act as the Contractor's Representative for work to be provided under this Agreement; and
- Act as the Contractor's Representative regarding Contractual matters relating to this Agreement.

D. If during the course of the Agreement, it is deemed necessary to replace the Project Manager, prior approval of CalRecycle's Contract Manager is required.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT:

   A. For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for tests performed in accordance with the rates specified herein.

   B. Itemized invoices shall be submitted in triplicate, with two sets of supporting documentation (i.e., receipts, timesheets, etc), not more frequently than monthly in arrears to:

   Accounts Payable
   Department of Resources Recycling and Recovery
   Fiscal Services Branch
   U.S. Postal Correspondence:
   P.O. Box 4025, MS-19A
   Sacramento, CA 95812-4025
   Federal Express Correspondence:
   1001 I Street, MS-19A
   Sacramento, CA 95814

   C. Each invoice submitted to CalRecycle must include the following information:

   - Invoice Number
   - Contract Number
   - Description of Rendered Activities/Services
   - Submitting Contractor's Address
   - Invoice Period

2. BUDGET CONTINGENCY CLAUSE:

   A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.

   B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to the Contractor to reflect the reduced amount.

3. PROMPT PAYMENT CLAUSE: Payment shall be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927).

4. TAXES: The State of California is exempt from Federal Excise Taxes, and no payment shall be made for any taxes levied on employees' wages. The State shall pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales or use tax imposed by another state.

5. COST BREAKDOWN:

Laboratory Services Price Sheet for the CIA Investigation Program DRR16060

Prices for both Standard and Urgent Turnaround times include all additional costs including, but not limited to, those which may result from using a Subcontracted laboratory, shipping costs, delivery/courier costs, costs of sampling equipment (thermometers, vacuum gauges, impingers, air sampling pumps, critical flow orifices, containers, specialized containers, etc.), costs of unused equipment, and any other costs.

Note: Reusable sample containers must be certified clean for at least one container for every five (5) supplied for each sampling event.

Analysis	Price
Gas Analyses (STANDARD turnaround time)	
Fixed Gases (ASTM D-1945)	$TBD
Methane	$TBD
Total Organics (EPA TO-15)	$TBD
Carbon Speciation (EPA TO-3)	$TBD
Hydrogen Sulfide (EPA 15 & 16)	$TBD
Gas Analyses (URGENT turnaround time)	
Fixed Gases (ASTM D-1945)	$TBD
Methane	$TBD
Total Organics (EPA TO-15)	$TBD
Carbon Speciation (EPA TO-3)	$TBD
Hydrogen Sulfide (EPA 15 & 16)	$TBD
	$TBD
Burn Ash, Solid Waste & Soil Analyses (STANDARD turnaround time)	
pH, Reactivity, Ignitability	$TBD
Total CAM 17 Metals (EPA 6010) including extraction/digestion	$TBD
Total CAM 5 Metals (EPA 6010) including extraction/digestion	$TBD
TCLP RCRA Metals (EPA 1311) including extraction/digestion	$TBD
STLC CAM 17 Metals (EPA 6010) including extraction/digestion	$TBD
STLC CAM 5 Metals (EPA 6010) including extraction/digestion	$TBD
DI-WET, WET (EPA 6010, 22 CCR) including extraction/digestion	$TBD
Organochlorine Pesticides/PCBs (EPA 608/8082)	$TBD
Carbon Chain Breakdown C6-C44 (EPA)	$TBD
Semivolatile Organic Compounds (SVOCs) PAH/PNAs only (EPA 8270)	$TBD
SVOCs Full List (EPA 8270)	$TBD
Dioxins/Furans (EPA 8280A)	$TBD
Burn Ash, Solid Waste & Soil Analyses (URGENT turnaround time)	
pH, Reactivity, Ignitability	$TBD
Total CAM 17 Metals (EPA 6010) including extraction/digestion	$TBD
Total CAM 5 Metals (EPA 6010) including extraction/digestion	$TBD

TCLP RCRA Metals (EPA 1311) including extraction/digestion	$TBD
STLC CAM 17 Metals (EPA 6010) including extraction/digestion	$TBD
STLC CAM 5 Metals (EPA 6010) including extraction/digestion	$TBD
DI-WET, WET (EPA 6010, 22 CCR) including extraction/digestion	$TBD
Organochlorine Pesticides/PCBs (EPA 608/8082)	$TBD
Carbon Chain Breakdown C6-C44 (EPA)	$TBD
Semivolatile Organic Compounds (SVOCs) PAH/PNAs only (EPA 8270)	$TBD
SVOCs Full List (EPA 8270)	$TBD
Dioxins/Furans (EPA 8280A)	$TBD

6. TRAVEL CLAUSE: All travel shall be reimbursed at the excluded employee travel rates in accordance with the California Code of Regulations Title 2, Division 1, Chapter 3, Subchapter 1, Article 2, Section 599.615.1 et seq. The Contractor shall be held to the State per diem rates in effect at the time of travel. For specific per diem (lodging, meals and incidentals) reimbursement rates, see California Code of Regulations Title 2, Division 1, Chapter 3, Subchapter 1, Article 2, Section 599.619. For this Agreement, the Contractor's headquarters are located at <CONTRACTOR Address>. Per diem shall not be reimbursed for travel within 50 miles of Contractor's headquarters.

7. PROGRESS PAYMENT AND PAYMENT WITHHOLD: If progress payments are allowed for services performed under this Agreement, not less than ten (10) percent of the Agreement amount shall be withheld pending final completion of the Agreement, and receipt and acceptance by the State of any final reports required under the Agreement. However, for those Agreements that consist entirely of separate and distinct tasks, any funds withheld with regard to a particular task may be paid upon completion of that particular task. The Contractor agrees to comply with the requirements of Public Contract Code (PCC), Section 10346.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. AGENCY LIABILITY: The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CalRecycle shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in this Agreement is binding on any of the parties. CalRecycle reserves the right to amend this Agreement through a formal written amendment signed by both parties, for additional time and/or funding.

3. CALIFORNIA WASTE TIRES: Unless otherwise provided for in this Contract, in the event the Contractor and/or Subcontractor(s) purchases waste tires or waste-tire derived products for the performance of this Agreement, only California waste tires and California waste tire-derived products shall be used. As a condition of payment under this Agreement, the Contractor must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Contract Manager.

   All formal notices required by this Agreement must be given in writing and sent by prepaid certified mail, fax, personal delivery or telex.

4. CONTRACT MANAGEMENT: The Contractor and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California. The Contractor may change the designated Project Director, but CalRecycle reserves the right to approve any substitution of the Project Director. Contractor's key personnel may not be substituted without CalRecycle's Contract Manager's prior written approval. CalRecycle may change the Contract Manager by notice given to the Contractor at any time. CalRecycle staff shall be permitted to work side by side with the Contractor's staff to the extent and under conditions that may be directed by the Contract Manager. In this connection, CalRecycle's staff shall be given access to all required data, working papers, etc. The Contractor shall not be permitted to utilize the CalRecycle's staff for the performance of services, which are the responsibility of the Contractor unless the Contract Manager previously agreed to such utilization in writing, and any appropriate adjustment in price is made. No charge shall be made to the Contractor for the services of CalRecycle's staff for coordination or monitoring functions.

5. CONTRACTOR EVALUATIONS: CalRecycle shall evaluate the Contractor's performance within sixty days of the completion of this Agreement and shall remain on file by CalRecycle for a period of thirty-six months. If the Contractor does not satisfactorily perform the work or service specified in this Agreement, CalRecycle shall submit a copy of the negative evaluation to the Department of General Services (DGS), Office of Legal Services, within five (5) working days of the completion of the evaluation. Upon filing an unsatisfactory evaluation with the DGS, CalRecycle shall notify and send a copy of the evaluation to the Contractor within fifteen days. The Contractor shall have thirty days to prepare and send a written

response to CalRecycle and the DGS. CalRecycle and the DGS shall file the Contractor's statement with the evaluation. (PCC §10369).

6. CONFIDENTIALITY/PUBLIC RECORDS: The Contractor and CalRecycle understand that each party may come into possession of information and/or data, which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act, commencing with GC § 6250, or the PCC. CalRecycle agrees not to disclose such information or data furnished by Contractor and to maintain such information or data as confidential when so designated by Contractor in writing at the time it is furnished to CalRecycle, only to the extent that such information or data is exempt from disclosure under the California Public Records Act and the PCC.

7. CONFLICT-FUTURE BIDDING LIMITATION: Pursuant to Public Contracts Code Section 10365.5:

   (a) No person, firm, or subsidiary therefore who has been awarded a consulting services Contract may submit a bid for, nor be awarded a Contract for, the provision of services, procurement of goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of the consulting services Contract.
   (b) Subdivision (a) does not apply to any person, firm, or subsidiary thereof who is awarded a Subcontract of a consulting services Contract that amounts to no more than ten (10) percent of the total monetary value of the consulting services Contract.
   (c) Subdivisions (a) and (b) do not apply to consulting services Contracts subject to Chapter 10 (commencing with Section 4525) of Division 5 of Title 1 of the Government Code.

8. CONSULTING SERVICES: If this Agreement is for consulting services, the Contractor is hereby advised of its duties, obligations and rights under PCC §§10335 though 10381.

9. COPYRIGHTS AND TRADEMARKS: The Contractor shall assign to CalRecycle any and all rights, title and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement, including the right to register for copyright or trademark of such materials. The Contractor shall require that its Subcontractors agree that all such materials shall be the property of CalRecycle. Such title shall include exclusive copyrights and trademarks in the name of CalRecycle.

   For Contracts of $5,000 or more, any document or written report prepared for or under the direction of CalRecycle, shall include a notation on the inside cover as follows:

   "Prepared as part of CalRecycle Contract number DRR16060, Total Contract Amount $XX.XX, pursuant to Government Code Section 7550."

10. DELIVERABLES: All documents and/or reports drafted for publication by or for CalRecycle in accordance with this Contract shall adhere to CalRecycle's Contractor Publications Guide at www.calrecycle.ca.gov/Publications/PubGuide/ and shall be reviewed by CalRecycle's Contract Manager in consultation with CalRecycle editor.

11. ENTIRE AGREEMENT: This Agreement supersedes all prior Agreements, oral or written, made with respect to the subject hereof and, together with the Attachments and/or Exhibits hereto, contains the entire Agreement of the parties.

12. ENVIRONMENTAL JUSTICE: In the performance of this Agreement, the Contractor shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and

income levels, including minority populations and low income populations of the State. (Government Code Section 65040.12(e)).

13. FORCE MAJEURE: Neither CalRecycle nor the Contractor, including the Contractor's Subcontractor(s), if any, shall be responsible hereunder for any delay, default or nonperformance of this Agreement, to the extent that such delay, default or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, or flood, or any other cause beyond the reasonable control of such party.

14. GRATUITIES: CalRecycle may terminate this Agreement if gratuities were offered or given by the Contractor, or any agent or representative of the Contractor, to any employee of CalRecycle, with a view toward securing a Contract or securing favorable treatment with respect to awarding or amending or making a determination with respect to performance of this Agreement.

15. IMPRACTICABILITY OF PERFORMANCE: This Agreement may be suspended or cancelled, without notice at the option of the Contractor, if the Contractor's or CalRecycle premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

16. INSURANCE: When required, the Contractor must provide: 1) a Certificate of Insurance insuring CalRecycle, and/or 2) verification of Worker's Compensation insurance. The Contractor must provide said Certificate of Insurance and/or verification to CalRecycle within ten (10) days after notification of CalRecycle's intent to award the Agreement. The Agreement shall not be executed nor can work begin unless said Certificate of Insurance and/or verification is provided to CalRecycle.

    The Certificate of Insurance must be in effect and shall include the following terms and conditions:

    (a) CalRecycle, its officers, agents, employees, and servants shall be included as additional insured.
    (b) The dates of inception and expiration of coverage shall be specified.
    (c) A minimum liability coverage of not less than $1,000,000 per occurrence for bodily injury and property damage liability combined shall be specified. The coverage shall not include a deductible feature.
    (d) The insurer shall not cancel the insured's coverage without thirty days prior written notice to CalRecycle.
    (e) CalRecycle is not liable for the payment of premiums or assessments on said policy.
    (f) The insurance coverage shall be on an occurrence basis only.

    In the event the Certificate of Insurance should expire or be cancelled during the term of this Agreement, the Contractor agrees to provide, at least thirty days prior to said expiration or cancellation, a new Certificate of Insurance evidencing coverage, as provided for herein, for not less than one (1) year or for the remainder of the Contractual Agreement, whichever is greater. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, CalRecycle may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

17. LIABILITY FOR NONCONFORMING WORK: The Contractor shall be fully responsible for ensuring the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor shall be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline

for the completion of the project, CalRecycle, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing CalRecycle for any additional expenses incurred to cure such defects.

18. LICENSE OR PERMITS: The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

    In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), CalRecycle may, in addition to other remedies it may have, terminate this Agreement upon occurrence of such event.

19. OWNERSHIP OF DRAWINGS, PLANS AND SPECIFICATIONS: CalRecycle shall have separate and independent ownership of all drawings, design plans, specifications, notebooks, tracings, photographs, negatives, reports, findings, recommendations, data and memoranda of every description or any part thereof, prepared under this Agreement. The originals and all copies thereof shall be delivered to CalRecycle upon request. CalRecycle shall have the full right to use said originals and copies in any manner when and where it may determine without any claim on the part of the Contractor, its vendors or Subcontractors to additional compensation.

20. PATENTS: The Contractor assigns to CalRecycle all rights, title, and interest in and to each invention or discovery that may be capable of being patented, that is conceived of or first actually reduced to practice in the course of or under this Agreement.

21. PUBLICITY AND ACKNOWLEDGEMENT: The Contractor agrees that it shall acknowledge CalRecycle's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material.

22. RECYCLED-CONTENT PRODUCT PURCHASING: In the performance of this Agreement, the Contractor shall purchase used and/or recycled-content products as set forth on the back of the Recycled-Content Certification Form (Exhibit D, Attachment 1). For assistance in locating recycled-content products, please search the recycled-content product database available at: www.calrecycle.ca.gov/RCP. If after searching the database, Contractors are unable to find the recycled-content products they are looking for, please notify CalRecycle's Contract Manager. All recycled content products purchased or charged/billed to CalRecycle that are printed upon such as promotional items, publications, written materials, and other educational brochures shall have both the total recycled content (TRC) and the post-consumer (PC) content clearly printed on them.

    In addition, any written documents such as, publications, letters, brochures, and/or reports shall be printed double-sided on 100% post-consumer (PC) paper. Specific pages containing full-color photographs or other ink-intensive graphics may be printed on photographic paper. The paper should identify the post-consumer recycled content of the paper (i.e., "printed on 100% post-consumer paper"). When applicable, the Contractor shall provide the Contract Manager with an electronic copy of the document and/or report for CalRecycle's uses. When appropriate, only an electronic copy of the document and/or report shall be submitted and no hard copy shall be provided.

23. REMEDIES: Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under the Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.

24. SETTLEMENT OF DISPUTES: In the event of a dispute, the Contractor shall file a "Notice of Dispute" with CalRecycle's Director or his/her designee with ten (10) days of discovery of the problem. Within ten (10) days, the Director or his/her designee shall meet with the Contractor and CalRecycle Project Manager for the purpose of solving the dispute.

25. STOP WORK NOTICE: Immediately, upon receiving a written notice to stop work, the Contractor shall cease all work under this Agreement.

26. SUBCONTRACTORS: All Subcontractors previously identified in the bid/Proposal submitted are considered to be acceptable to CalRecycle. Any change or addition of Subcontractors shall be subject to the prior written approval of the Contract Manager or the Director or his/her designee. Upon termination of any Subcontract, the Contractor shall notify the Contract Manager or the Executive Director immediately. If CalRecycle or the Contractor determines that the level of expertise or the services required are beyond that provided by the Contractor or its routine Subcontractors, The Contractor shall be required to employ additional Subcontractors. Nothing contained in this Agreement or otherwise, shall create any contractual relation between CalRecycle and any Subcontractors, and no Subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to CalRecycle for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its Subcontractors is an independent obligation from CalRecycle obligation to make payments to the Contractor. As a result, CalRecycle shall have no obligation to pay or to enforce the payment of any moneys to any Subcontractor.

27. SUCCESSORS: The provisions of this Agreement shall be binding upon and inure to the benefit of CalRecycle, the Contractor, and their respective successors.

28. TERMINATION: CalRecycle shall have the right to terminate this Agreement at its sole discretion at any time upon thirty days written notice given to the Contractor. In the case of early termination, a final payment shall be made to the Contractor upon approval by the Contract Manager of a financial report, invoices for costs incurred to date of termination and a written report describing all work performed by the Contractor to date of termination.

29. UNRELIABLE LIST: Prior to authorizing a Subcontractor(s) to commence work under this Agreement, the Contractor shall submit to CalRecycle a declaration from the Subcontractor(s), signed under penalty of perjury, stating that within the preceding three years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, have occurred with respect to the Subcontractor(s).

    Placement of Contractor on CalRecycle Unreliable List anytime after award of this Agreement may be grounds for termination of Agreement. If a Subcontractor is placed on CalRecycle Unreliable List after award of this Agreement, the Contractor may be required to terminate the Subcontract.

30. WASTE REDUCTION: In the performance of this Agreement, the Contractor shall take all reasonable steps to ensure that materials purchased or consumed in the course of the project are utilized both effectively and efficiently to minimize the generation of waste. The steps should include, but not necessarily be limited to, the use of reusable products, the use of recyclable and compostable products, discretion in the amount of materials used, the provision of alternatives to disposal for materials consumed, and the practice of other waste reduction measures where feasible and appropriate.

31. WORK AUTHORIZATION: If this Agreement is for services as needed, or has clearly specified sub-categories a work authorization shall be required before work can begin pursuant to this Agreement. The Contract Manger shall make this determination, when work authorizations are required, the Contract Manager shall prepare a work authorization for each item of work. Each work authorization, as appropriate, shall consist of a detailed statement of the purpose, objectives or goals to be undertaken by the Contractor, identification of the Contractor/Subcontractor team, all significant material to be developed and delivered by the Contractor, all materials to be furnished by CalRecycle to the Contractor, the Contractor's estimated time schedule and person hours, billing rates and total cost of the work authorization.

    (a) All work authorizations shall be in writing, negotiated and approved by the Contract Manager and the Contractor's Project Director prior to beginning work. However, in situations where expedience is of the utmost importance, the Contract Manager may verbally authorize the Contractor to begin work following up with written authorization.
    (b) The level of effort required for each work authorization shall vary for each proposed project. Therefore, the Contract Manager shall establish the time lines for completion of duties to be performed at the time of assignment.
    (c) CalRecycle reserves the right to require the Contractor to stop or suspend work on any work authorization. The Contract Manager shall provide, in writing to Contractor's Project Director, notice of the date work is to be halted or suspended. Approved costs incurred to that date shall be reimbursed in accordance with this Agreement's provision.
    (d) Each work authorization shall be numbered sequentially.
    (e) The actual costs of a completed, approved work authorization shall not exceed the authorized amount, except if, in the performance of the work, the Contractor determines that the actual cost shall exceed the estimated costs; the Contractor shall immediately notify the Contract Manager. Upon such notification, the Contract Manager may:

        1. Alter the scope of the work authorization to accomplish the work within the estimated costs; or
        2. Augment the work authorization budget; or
        3. Authorize the Contractor to complete the work for the actual costs; or
        4. Terminate the work authorization.

    Prior to exceeding the approved budget, approval must be secured in writing from the Contract Manager and the work authorization must be modified to reflect the change. If the problem occurs because the Contractor is in fault, the Contractor shall absorb the additional costs.

STATE OF CALIFORNIA
Department of Resources Recycling and Recovery (CalRecycle)
CalRecycle 74C (Rev. 01/10 for Contracts)

Recycled-Content Certification

To be completed by Contractor	
Name of Contractor:	
Contract #:	Work Order #:

☐ **Check this box if no products, materials, goods, or supplies were purchased with Contract dollars and submit to the CalRecycle Contract Manager.**

This form to be completed by Contractor. The form must be completed and returned to CalRecycle with a row completed for each product purchased with Contract dollars. Attach additional sheets if necessary. Information must be included, even if the product does not contain recycled-content material. Product labels, catalog/website descriptions, or bid specifications may be attached to this form as a method of providing that information. Add additional rows as needed.

Contractor's Name _____ **Date** _____

Address _____ **Phone** _____

Fax _____ **E-mail** _____ **Web site** _____

Product Manufacturer	Product Description / Brand	Purchase Amount ($)	[1]Percent Postconsumer Material	[2]SABRC Product Category Code	Meets SABRC

Public Contract Code sections 12205 (a) (1) (2) (3) (b) (1) (2) (3)

I certify that the above information is true. I further certify that these environmental claims for recycled content regarding these products are consistent with the Federal Trade Commission's Environmental Marketing Guidelines in accordance with PCC Section 12205.

_____

Print name Signature Company Date

(See footnotes on the back of this page.)

1. Postconsumer material comes from products that were bought by consumers, used, and then recycled. For example: a newspaper that has been purchased and read, next recycled, and then used to make another product would be postconsumer material.

   If the product does not fit into any of the product categories, enter "N/A." Common N/A products include wood products, natural textiles, aggregate, concrete, electronics such as computers, TV, software on a disk or CD, telephone.

2. Product category refers to one of the product categories listed below, into which the reportable purchase falls. For products made from multiple materials, choose the category that comprises most of the product by weight, or volume.

Note: For reused or refurbished products, there is no minimum content requirement.

For additional information visit www.calrecycle.ca.gov/BuyRecycled/

Code	Description Product Categories (11)	Minimum content requirement
1	Paper Products - Recycled	30 percent postconsumer fiber, by fiber weight
2	Printing and Writing - Recycled	30 percent postconsumer fiber, by fiber weight
3	Compost, Co-compost, and Mulch – Recycled	80 percent recovered materials. i.e., material that would otherwise be normally disposed of in a landfill
4	Glass – Recycled	10 percent postconsumer, by weight
5	Rerefined Lubricating Oil - Recycled	70 percent re-refined base oil
6a	Plastic – Recycled	10 percent postconsumer, by weight
6b	Printer or duplication cartridges	d. Have 10 percent postconsumer material, or e. Are purchased as remanufactured, or f. Are backed by a vendor-offered program that will take back the printer cartridges after their useful life and ensure that the cartridges are recycled and comply with the definition of recycled as set forth in Section 12156 of the Public Contract Code.
7	Paint – Recycled	50 percent postconsumer paint (exceptions when 50% postconsumer content is not available or is restricted by a local air quality management district, then 10% postconsumer content may be substituted)
8	Antifreeze – Recycled	70 percent postconsumer material
9	Retreated Tires - Recycled	Use existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400).
10	Tire- Derived - Recycled	50 percent postconsumer tires
11	Metals – Recycled	10 percent postconsumer, by weight

Bid Completion Checklist

Please use this checklist to assist in the preparation of your Bid package to ensure that all required items are included.

- ☐ Cover Letter with contact information and statements as required in the IFB.
- ☐ Organizational information and Personnel Information (Resumes)
- ☐ Cost Bid Sheet (Attachment A)
- ☐ Samples of Written Work
- ☐ Client References (Attachment F)
- ☐ Copy of Required License(s) (Secretary of State)
- ☐ Contractor Status Form (Attachment E)
- ☐ Bidder Declaration (Attachment B) *Form **must** be submitted even if participation levels are zero (write zero participation on form).*
- ☐ Darfur Contracting Act Certification (Attachment D)

The following number of BID packages must be submitted as the Contractor's response to this IFB:

- ☐ One (1) unbound reproducible original Bid package marked "Original" (Do not include bid sheet in this copy).
- ☐ One (1) Electronic copy of Bid Package in Adobe Acrobat format (Do not include bid sheet in this copy).
- ☐ One complete, signed bid sheet in a separate sealed envelope marked "Bid – Do Not Open".

The following form is only required upon submittal as applicable pursuant to the provisions outlined in Section II, Rules and Conditions:

- ☐ Certification of Target Area Contract Preference Act

The following forms are not required at the time of the Bid submission but shall be required by the successful Contractor during the Contract period:

- ☐ Recycled Content Certification (Attachment G)
- ☐ Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) Subcontractor Payment Certification (Attachment C)
- ☐ Payee Data Record (Standard Form 204)

Please note that if any of the items are missing from the Bid package, the package shall be considered incomplete and shall be disqualified from the process.