



Invitation for Bid
IWM06100
Industrial Hygiene Laboratory
Analysis

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SECTION I**OVERVIEW**

General Information The California Integrated Waste Management Board (CIWMB) 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.

CIWMB Contact California Integrated Waste Management Board
1001 I Street, Contracts Unit, MS-19A
Sacramento, CA 95812
Phone: (916) 341-6105
FAX: (916) 319-7582
EMAIL: contracts@ciwmb.ca.gov

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

Service Need The CIWMB seeks a contractor to assist industrial hygiene staff in the evaluation of worker health and safety. The contractor and any subcontractors shall provide a wide array of analytical testing services to support industrial hygiene applications. Services shall include bulk analysis, dust characterization, fixed gas analysis, metals analysis, microbial analysis, organic analysis and wet chemistry.

Contract Budget Subject to the availability of funds and approval by the Board, there is a current maximum budget of \$15,000.00.

The CIWMB reserves the right to amend the budget for this Agreement as needs arise.

Payment Withhold The provisions for payment under this contract will be subject to a ten percent (10%) withholding per task.

The withheld payment amount will be included in the final payment to the Contractor and will only be released when all required work has been completed to the satisfaction of the CIWMB.

Contract Term The term of this Agreement will span approximately 18 months and is expected to begin in May 2007.

The CIWMB reserves the right to amend the term of this Agreement as needs arise.

Process Type Invitation for Bid (IFB).

OVERVIEW CONT.

Process Schedule

This process will be conducted according to the following tentative schedule:

Advertisement Date	Wednesday, April 18, 2007
Written Questions Due by 5:00 pm	Monday, April 23 , 2007
Submittal's Due by 2:00 pm	Wednesday, May 2, 2007
Bid Opening at 3:00 pm	Wednesday, May 2, 2007

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.ciwmb.ca.gov/Contracts/Forms/SpeTermsCond.pdf.
- General Terms and Conditions available for viewing at www.ols.dgs.ca.gov/Standard+Language.
- Contractor Certification Clauses available for viewing at www.ols.dgs.ca.gov/Standard+Language.

If the bidder fails to meet any of the requirements or comply with the CIWMB requests, the CIWMB can reject, disqualify, or remove the firm from the process.

The CIWMB 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 will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the 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 will be reimbursed by the CIWMB.

RULES AND CONDITIONS CONT.

Information

All information obtained or produced during the course of the Agreement will be made available to the CIWMB.

Any information that the Bidder deems confidential, must so be marked prior to submission to the CIWMB.

The CIWMB will hold information deemed confidential by the Bidder to the extent allowable by the California Public Records Act and the Public Contract Code.

Written Inquiries

Bidders needing clarification of the requirements of this solicitation may submit questions to the Board's Contracts Unit using the contact information found in Section I. All inquiries must be received no later than 5:00PM on Wednesday, April 23, 2007, regardless of postmark. If the inquiries are faxed, then the time and date 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 the Board 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 IWM06100.**"

Addenda

The CIWMB 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 the CIWMB prior to the deadline for submission of written questions. The CIWMB will issue addenda to address such issues.

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.

The CIWMB 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 of the CIWMB Unreliable list, is ineligible to apply for or participate in this contract.

RULES AND CONDITIONS CONT.

Negotiating State Contracts

This solicitation and any resulting contract or amendments are subject to the conditions set forth in PCC 6611.

If any of the conditions identified in PCC 6611 exist, the State may perform contract negotiations, if it is determined to be in the best interest of the State.

Electronic Waste Recycling

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

Use Tax

If, during the course of the agreement, the Contractor will 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

Any Bidder competing in this process as a California Certified Small Business, or as a non-SB certifying to subcontract a minimum of 25% of the total contract services to a California Certified SB, will receive a five percent (5%) preference. Certification must be provided by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS). The CIWMB will apply the preference per State law and as described on the DGS website at <http://www.pd.dgs.ca.gov/smbus/sbpref.htm> .

The preference is used solely for computation purposes in determining the lowest responsive bidder. The preference does not alter the amounts of the resulting agreement.

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

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 and Disabled Veteran Business Enterprise (DVBE) firms identified on the SB/DVBE Participation Summary.

The CIWMB 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.

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

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

Deadline

The Bid Package must be received by the CIWMB, at the address listed in Section I, Overview by 2:00 p.m. on Wednesday, May 2, 2007.

Bids received after the deadline, will 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"
- One electronic copy on disc or compact disc viewable by Adobe Acrobat Reader

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

Document Printing

All documents must be submitted double-sided on paper with a minimum of 30% post-consumer recycled content fiber.

Qualifications and Resources

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

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 resume for the Manager/Lab Director overseeing laboratory technicians and engineers that detail the following area(s) of expertise:

- Experience
- Knowledge
- Educational Background
- Appropriate licensing
- Tasks to be performed and number of hours

Prospective Contractor, or Contractor's team, must have the following qualifications:

- AIHA Accreditation
 - NVLAP Accreditation
 - ELAP Accreditation
 - Quality Assurance/Quality Control Plan
 - Chain of Custody or Standard Operating Procedures (SOP)
 - Analysis Fee Price List for Laboratory Services
-

BID SUBMITTAL REQUIREMENTS CONT.

References

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

The CIWMB 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 will be disregarded.

Negative responses from references may be cause for rejection of the bid.

Organization

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

- Date of establishment
 - History
 - Location
 - Any known conflict's of interest
 - An organizational chart of the laboratory which outlines laboratory personnel and management structure.
-

Contract 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.

Licenses

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

- A copy of the Proposer's county/city issued license with proof of expiration date, must be included with the Proposal submittal.
 - Additionally, pursuant to the California Business and Professions Code, for services of a "professional" nature requiring a professional license issued by the CA Department of Consumer Affairs, Proposers must submit a copy of the appropriate license(s) for each team member who will provide "professional" services under the contract.
-

Travel and Per Diem

Lodging, food, and incidental expenses on trips in support of services will be reimbursed at the following State per diem rates per 24 hour day for the length of the contract.

- Lodging – up to a maximum of \$84 per day
 - Meals (breakfast, lunch and dinner) – up to a maximum of \$34 per day
 - Incidentals – up to a maximum of \$6 per day.
 - Coach airfare, mid-size/economy rental cars, and fuel – actual costs verified by bills or receipts. First Class or Business Class air travel is not allowed.
-

BID SUBMITTAL REQUIREMENTS CONT.

Cost Breakdown

The bid must specify the total cost and include detailed project costs, as required in the Bid Sheet.

All firm and individual commitments must be identified by task and dollar amount and included in the task by task bid submittal.

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

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

Cost is to be submitted in a separate sealed envelope.

Small Business (SB) Participation

The CIWMB encourages a minimum of twenty-five percent (25%) of the project services to be contracted to a California OSDS Certified SB that performs a commercially useful function.

This goal can be achieved by a combined effort of the prime and/or any subcontractors, that includes:

- If the Bidder is a Certified OSDS SB, as defined in Section V Definitions and Terms, the Participation Summary (see Attachments) must be completed and submitted with the proposal.
- If the Bidder has identified subcontractors to be utilized to meet this goal, the Participation Summary (see Attachments) must be completed and submitted with the proposal.

Please use the Demonstration of Good Faith Effort as a guide to assist you in locating potential SB firms.

Disabled Veteran Business Enterprise Participation (DVBE)

The CIWMB encourages a minimum of three percent (3%) of the project services to be contracted to a California OSDS Certified DVBE that performs a commercially useful function.

This goal can be achieved by a combined effort of the prime and/or any subcontractors, that includes:

- If the Bidder is a Certified OSDS DVBE, as defined in Section V, Definitions and Terms, the Participation Summary (see Attachments) must be completed and submitted with the proposal.
- If the Bidder has identified subcontractors to be utilized to meet this goal, the Participation Summary (see Attachments) must be completed and submitted with the proposal.

Please use the Demonstration of Good Faith Effort as a guide to assist you in locating potential DVBE firms.

SECTION IV**EVALUATION AND SELECTION**

Introduction

The CIWMB will perform a Pre-Qualification Evaluation process to ensure that the Bidder has included all required documentation in the Bid submittal.

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

Those Bidder's submittals that pass this review will be allowed to participate in the public bid opening.

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 will be opened publicly at the time set in Section I, Schedule.

Award of Agreement

Award of this Agreement will be to the lowest cost responsive responsible Bidder meeting all of the IFB requirements.

If the SB Preference is claimed by any Bidder, it will be equal to five percent (5%) of the lowest responsive bid of a non-certified small business Bidder.

Certified SB bids equal to or less than a non-certified bid will be awarded to the certified business.

In the event of a tie, the CIWMB shall utilize a tie breaker to determine the winning Bidder.

The CIWMB 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, the CIWMB may deem that the Bidder has rejected the award.

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

The CIWMB will 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.

Bidder Notifications

The CIWMB will notify all Bidders of the outcome of their bid submittals, prior to the award of the contract.

EVALUATION AND SELECTION CONT.

Notice of Intent to Award

The CIWMB will post a notice of intent to award the agreement resulting from this IFB, upon written request of any Bidder.

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

The notice of intent to award will be posted on the CIWMB's contract website at www.ciwmb.ca.gov/contracts and at the headquarters address noted in Section I, Overview.

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 within the five (5) day period of the notice of intent to award timeframe.

Within five (5) 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 will 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) 376-5088

California Integrated Waste Management Board
Attn; Contracts Unit
1001 I Street, MS-19A
Sacramento, CA 95814
Fax (916) 319-7582
Email contracts@ciwmb.ca.gov

Work to be Performed This contractor will assist CIWMB industrial hygiene staff in evaluating worker health and safety. The contractor shall provide a wide array of analytical testing services to support industrial hygiene applications. Services shall include bulk analysis, dust characterization, fixed gas analysis, metals analysis, microbial analysis, organic analysis and wet chemistry.

Tasks The Prospective Contractor/laboratory/Team must also meet all of the following criteria:

1. The laboratory must be located within California.
 2. The laboratory must be accredited by the American Industrial Hygiene Association (AIHA) in all Proficiency Analytical Testing (PAT) categories. The laboratory must be 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.
 - a) The laboratory must be 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).
 - b) The laboratory must have 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.
 3. The precision, accuracy, and sensitivity of analytical methods used at least equal to those specified by NIOSH methods.
 4. Environmental Testing Criteria. The laboratory must be accredited by the California Department of Health Services through its Environmental Laboratory Accreditation Program (ELAP) and be able to perform the following environmental test methods on liquids (water, wastewater, leachates, and gas condensates), solids (soil, incinerator ash, sludge, plant materials, paper, plastics, etc.), and/or gases (landfill gas, soil gas, ambient air, flue gas, etc.):
 - a) Methods to detect the presence of microorganism including total coliform, fecal coliform or Escherichia coli (E. coli) in water, wastewater, sludge, or compost.
 - b) Methods to determine the presence of inorganic substances and physical properties of water excluding toxic chemical elements using colorimetric, gravimetric, titrimetric, electrometric, or ion chromatographic techniques and include the following: alkalinity; calcium; chloride; corrosivity; fluoride; hardness; magnesium; nitrate; nitrite; sodium sulfate; total filterable residue and conductivity; iron; manganese; orthophosphate; silica; cyanide.
-

Tasks (Cont.)

- c) 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.
- d) 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, EPA 200.7 and 200.8, etc.).
- e) Methods to detect the presence of trace organics 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.).
- f) Methods to detect the presence of trace organics in wastewater, leachate and gas condensate including but not limited to the following: EPA 624, 625, 1613, 1625, 601, 602, 603, 604, etc.).
- g) Methods to detect the presence of radioactive substances in water, wastewater, or solid waste.
- h) Aquatic bioassay methods to detect the presence of toxins in the determination of wastewater quality or in hazardous wastes.
- i) 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 9040, 9045, and 9050, etc.
- j) Analyses to determine the presence of inorganic substances in solid waste or hazardous waste samples including EPA 6010, 6020, and 7000 series, etc.
- k) Methods to prepare waste samples for further testing including: California waste extraction test (WET); extraction procedure toxicity (EP TOX); toxicity characteristic leaching procedure (TCLP).
- l) Analyses to determine the presence of trace organics in solid and hazardous waste samples including: EPA 3500, 5000, 8000, 8100, and 8200 series, etc.
- m) Method to detect the presence of asbestos for complying with GC Section 66261.249 m 2 A using polarized light microscopy.
- n) Methods for determining the concentrations of fixed gases (carbon dioxide, methane, oxygen, nitrogen, etc.) individually or in bank in a gas sample (landfill gas, soil gas, ambient air, flue gas samples, etc.) using gas chromatography.
- o) 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 spectrophotometry including EPA TO-14 Analysis with low detection limits for vinyl chloride.

Tasks (Cont.)

- p) Methods of analysis for constituents in accordance with EPA 413.2, 415.2, 502.1, 503.1, 524.1, 613, 624, 625, etc.)
 - q) Methods for determining gas quality for the purpose of combustion efficiency including moisture content, energy capacity (BTUH/SCF), explosivity and ignitability.
5. The laboratory must be accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) for bulk asbestos fiber analysis.
 6. 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.)
 7. If the primary contractor is not certified for a particular analysis, the analysis shall be subcontracted to another laboratory that is certified to administer the test.
 8. Subcontract Administration. Any subcontracted analysis on a routine basis (i.e., the inability of the primary contractor to perform routine analyses in-house), the subcontractor must meet the specifications for accreditation (items 2,3, and 4), Quality Assurance Program (item 9), and turnaround times(item 10). There must be adequate sample custody procedures on the part of both the primary contractor and the subcontractor. The following must be included in the bid if the subcontractor will be used routinely:
 - a. identification of analyses to be subcontract
 - b. identification of subcontracting laboratory,
 - c. outline of quality assurance procedures used by the subcontractor, outline of quality assurance controls for sample and/or extract transportation.
 9. Quality Assurance. The laboratory must have in effect a quality assurance program, at the minimum, consisting of the elements listed below:
 - a. specifications of responsibilities of personnel
 - b. chain of custody procedures
 - c. data feedback and review procedures
 - i. computation rechecks
 - ii. assessment of systematic errors and methods of correction:
 - sample spikes by sample matrix
 - reagent blanks
 - method blanks
 - iii. assessment of precision and accuracy:
 - sample replication by sample matrix
 - determination of warning and control limits
 - procedures for re-analysis
 - quarterly external audits
 - iv. records maintained for at least five years from the time of completion of the analysis
 - v. regular and appropriate equipment calibration and maintenance
 - vi. chemical inventory control
 - vii. personnel training and evaluation
 10. Turnaround Times: All samples must be analyzed in a timely manner so as to maintain the required quality of analytical results. Similarly, analytic results must be submitted to the Board within a reasonable time.

Tasks (Cont.)

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.
- Board 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 will 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 Board staff.

Report Turnaround Time

- Laboratory must be capable of supplying the California Integrated Waste Management Board with reports of analysis within the turnaround times as follows:
- Routine Priority: 10 working days from sample receipt date for verbal report, 15 working days for final written report.
- Urgent Priority: 2 working days from date of sample receipt for verbal results, results to be phoned in upon completion, written report to follow as soon as possible, but no later than 15 days.

11. The contract laboratory will be required to provide sampling media and collection devices, including summa canisters, tedlar bags, fibers, sorbent tubes, impinger solutions, and impingers. Sampling tag and analytical result sheets shall also be provided.
12. The contract laboratory shall provide shipment of media to and from the Board for analysis.

Control of Work

1. The CIWMB staff have the authority to determine the quality and acceptability of the following:
 - Work to be performed
 - Rate and progress of the work
 - Fulfillment of the services provided by the Contractor
 - Compensation for services provided by the Contractor

These decisions will be deemed final and enforceable by CIWMB staff when the Contractor fails to complete orders required by this Agreement.

2. The Contractor will designate a Program Manager who holds the following authority:
 - Act as the Contractor's Representative for work to be provided under this Agreement
 - Act as the Contractor's Representative regarding contractual matters relating to this Agreement

If during the course of the Agreement, it is deemed necessary to replace the Program Manager, CIWMB staff approval 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
	CCR	California Code of Regulations
	DVBE	Disabled Veteran Business Enterprise
	EPA	Environmental Protection Agency
	IFB	Invitation for Bids
	GC	Government Code
	CIWMB	California Integrated Waste Management Board
	PCC	Public Contract Code
	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, and supplemental agreements which may be required to complete the work in a substantial and acceptable manner.

Bid A potential Contractor's reply to a solicitation for purchase of goods or services which represents what the Contractor would charge to provide those goods or services.

Bidder Any business venture that responds to an Invitation to Bid by submitting a bid to the contracting agency. A potential Contractor.

Bidder's Conference A meeting with potential bidders before the bid submission date.

Bid Opening A public meeting, where the costs bid by a Bidder on an advertised project, are opened and a determination is made as to the apparent low bidder.

Board Members of The California Integrated Waste Management Board.

Board Staff Staff of the California Integrated Waste Management Board involved in the implementation of this contract or representatives of Consultant to the California Integrated Waste Management Board as designated in the Work Orders.

CIWMB The California Integrated Waste Management Board.

DEFINITION AND TERMS CONT.

Consultant	The person or persons, firm, partnership, corporation, or combination thereof, which may enter into this Agreement with the CIWMB 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 Executive Director of the California Integrated Waste Management Board, or designees. Any references to Executive Officer shall mean the Executive Director and/or its 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.
Legal Holidays	Those days designated as State holidays in the Government Code.
Program 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 Program Manager prior to submittal to the Board.
Responsible Bidder	A bidder who is fully capable of performing the contract.
Responsive Bidder	A bidder whose bid meets the specifications & other requirements contained in the IFB.
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 Office of Small Business Certification and Resources, Department of General Services, as a small business as defined in GC 14837 and 2 CCR 1896.
State	The State of California.

DEFINITION AND TERMS CONT.

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

Bid Sheet

Industrial Hygiene Laboratory Analysis
IWM06100

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

Contractor/Company Name: _____

Analysis cost for:

Routine Priority	Cost	If Sub, give firm's Name
------------------	------	--------------------------

- | | | | |
|----|---|----------|-------|
| 1. | asbestos (air, 2 samples) | \$ _____ | _____ |
| 2. | asbestos (bulk, 1 sample) | \$ _____ | _____ |
| 3. | organic vapors (3 samples)
NIOSH METHOD 1501 | \$ _____ | _____ |
| 4. | heavy metals (4 samples)
NIOSH METHOD 7300 | \$ _____ | _____ |
| 5. | formaldehyde (2 samples) | \$ _____ | _____ |

Subtotal (1-5) \$ _____

Urgent Priority

- | | | | |
|----|---|----------|-------|
| 6. | polychlorinatedbiphenyls (1 sample) | \$ _____ | _____ |
| 7. | organic vapors (4 samples)
NIOSH METHOD 1501 | \$ _____ | _____ |

Subtotal (6-7) \$ _____

TOTAL BID PRICE \$ _____

Acknowledgement/Authorization

The undersigned acknowledges the submittal of this bid constitutes an irrevocable offer for a ninety (90) day period for the CIWMB 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 CIWMB documents and will comply with said provisions.

The undersigned hereby authorizes and requests any person, firm, agency, or corporation to furnish any information requested by the CIWMB in verification of the recitals comprising this Bid and also hereby authorizes the CIWMB 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: _____ Address: _____ City, State Zip: _____ Signature of Authorized Representative: _____	Contractor Name: _____ Telephone #: _____ Email: _____ Date Signed: _____
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Small Business/Disabled Veteran Business Enterprises (DVBE) Participation Summary

MARK ONE FOR EACH FIRM USED			NAME OF FIRM	NATURE OF WORK	TOTAL AMOUNT OF WORK (Mark one for each firm used)		IS CERTIFICATION FORM ATTACHED?
PRIME BIDDER	SUBCONTRACTOR	SUPPLIER			SMALL	DVBE	
					\$	\$	
					\$	\$	
					\$	\$	
					\$	\$	
					\$	\$	
					\$	\$	
					\$	\$	
					\$	\$	

The appropriate certification letter issued by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS) can be attached.

Demonstration of Good Faith Efforts

Note: This form is not required to be submitted if the participation levels indicated on the SB/DVBE Participation Summary form are less than 25% for SB and 3% for DVBE. The form is offered as a tool to assist in locating SB and DVBE firms.

1 | Contact made with California Integrated Waste Management Board to identify potential SB/DVBE firms.

Name of Person Contacted: _____ Title: _____

Date of Contact: _____

2 | Contact made with other State agencies, including the Department of General Services, to identify potential SB/DVBE firms.

Agencies Contacted:

Name of Agency

Person

Date of Contact

3 | Advertisements published in trade papers or other publications focusing on SB/DVBE firms.

Name of Paper or Publication

Date Published

Note: Attach a copy of each advertisement. Placeholder lists are not acceptable.

4 | Invitations to bid sent to potential SB/DVBE firms.

FIRM

CONTACT

DATE SENT

Demonstration of Good Faith Efforts (Cont'd)

5	SB/DVBE firms which were available and considered.
<p>Name of Firm: _____ Person Contacted: _____</p> <p>Nature of Work: _____ Telephone No.: _____</p> <p>Results of Contact: _____</p> <p>Reasons if Rejected: _____</p>	
<p>Name of Firm: _____ Person Contacted: _____</p> <p>Nature of Work: _____ Telephone No.: _____</p> <p>Results of Contact: _____</p> <p>Reasons if Rejected: _____</p>	
<p>Name of Firm: _____ Person Contacted: _____</p> <p>Nature of Work: _____ Telephone No.: _____</p> <p>Results of Contact: _____</p> <p>Reasons if Rejected: _____</p>	

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.ciwmb.ca.gov/BuyRecycled/

Code	Description	Minimum content requirement
Product Categories (11)		
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

Bid Completion Checklist

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

- Copy of Current Business License(s)
 - Client References
 - Bid Sheet
 - Contractor Status Form
 - Small Business/Disabled Veteran Business Enterprise (DVBE) Participation Summary

 - Personnel Information and Organizational Chart
-

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."
 - One Bid Sheet in a separate sealed envelope marked "Bid-Do Not Open."
-
- One (1) Electronic copy of Bid Package in Adobe Acrobat format.
-

The following forms are not required at the time of the bid submission but will be required by the successful Contractor during the contract period:

- Attachment E, Recycled Content Certification
 - Payee Data Record
-

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

Contractor Status Form

Contractor's Name _____ County _____

Address _____ Phone No. _____

_____ Fax No. _____

Federal Employer Identification No. _____

STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS:
 Individual Limited Partnership General Partnership Corporation Other
INDIVIDUAL:

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

PARTNERSHIP:

If a partnership, list each partner, including limited partners, stating their true name and their interest in the partnership:

CORPORATION:

If a corporation, place and date of Incorporation: _____

Date corporation was authorized by Secretary of State: _____

President: _____ Vice-President: _____

Secretary: _____ Treasurer: _____

Other Officers: _____

OTHER: (Explain)**SMALL BUSINESS PREFERENCE**

Are you claiming the small business preference?

 YES – Attach OSDS certification for SBs
 NO

Date you filed for small business preference: _____ Your small business ID 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: