

**DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY**1001 I STREET, SACRAMENTO, CALIFORNIA 95814 • WWW.CALRECYCLE.CA.GOV • (916) 322-4027

P.O. BOX 4025, SACRAMENTO, CALIFORNIA 95812

January 14, 2019

**To:** All Prospective Proposers**RE:** "Laboratory Services for the Closed, Illegal, and Abandoned Investigation Program"  
DRR18080**Addendum 1  
To the Invitation for Bid (IFB), DRR18080**

1. Attached is a list of all businesses who have expressed an interest in the contract to date (Attachment 1).
2. The following questions were submitted in response to the IFB and answers to each follow the question.
  - Q1. Please confirm that FedEx delivery address and attention line for delivery of our submittal.  
1001 I Street  
Sacramento, CA 95814  
Attn: CalRecycle Contracts Unit, MS-19A
  - A1. Correct.
  - Q2. If the primary ELAP certified environmental testing lab is in California, are the industrial hygiene laboratory and any other potential subcontractors required to be located in California?
  - A2. No, as long as they hold the appropriate certifications and qualifications for the testing required per the contract and can meet the turn-around times specified by the contract. Note: Losing or compromising samples during shipment would be considered "a significant contract non-performance factor" as the cost, difficulty, and effort to obtain the samples during an investigation is significant and re-taking samples is generally not possible.
  - Q3. For areas outside the courier range of our laboratories, can CalRecycle be responsible for packaging the samples and dropping them off at a FedEx location if the lab provides the FedEx return shipping labels?
  - A3. Yes – CalRecycle staff and their environmental consultant as normal practice manage the project samples, e.g. containerize, label, preserve, package and complete chain of custody and lab analytical request forms, etc. during an



investigation project including delivering them to FEDEX or other delivery service for shipment to the laboratory.

Q4. Is the laboratory required to bid on each category listed under Task 1 in which we do not perform? Can CalRecycle provide calibration on each section in Task 1 for the methodology, analytes and services required?.

A4. Yes, each bidder must provide a bid for all analytical tests specified on the Cost Bid Sheet. An Incomplete Cost Bid Sheet will result in disqualification. Task 1 provides a description of methodology, analysis and services that may be required under the contract – the projects performed under this contract will vary – but historically have been related to soil, waste and landfill gas characterization performed as part of landfill investigations and inspections. Water quality samples have been analyzed in the past but are not common.

Q5. We do not provide all the listed equipment or the equipment may vary depending on the project requirements. Can the laboratory provide unit costs for available sampling equipment.

A5. Each bidder must provide a bid for all analytical tests specified on the Cost Bid Sheet. An incomplete Cost Bid Sheet will result in disqualification. Sampling must be invoiced per the units and rates noted on the Cost Bid Sheet

Q6. Does the Industrial Hygiene laboratory and all subcontract laboratories need to be located in California if the primary ELAP certified environmental testing lab is in California?

A6. No, as long as they hold the appropriate certifications and qualifications for the testing required per the contract and can meet the turn-around times specified by the contract. Note: Losing or compromising samples during shipment would be considered “a significant contract non-performance factor” as the cost, difficulty, and effort to obtain the samples during an investigation is significant and re-taking samples is generally not possible.

Q7.

Current Language	Proposed Revised Language	Justification
<p><b>Section 1 Payment Withhold</b></p> <p>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 CalRecycle.</p>	<p><b>Section 1 Payment Withhold</b></p> <p>Ten percent (10%) withholding does not apply to laboratory services.</p>	<p>Our services are complete at time we invoice for our services. Retainage of 10% is not appropriate.</p>

A7. The withholding requirement will be struck from the contract.

Q8.

<b>Current Language</b>	<b>Proposed Revised Language</b>	<b>Justification</b>
<b>Exhibit D Special Terms and Conditions, Attachment 1, Section 16 Insurance.</b>  A The Certificate of Insurance insuring CalRecycle and/or verification of Worker's Compensation Insurance.	<b>Exhibit D Special Terms and Conditions, Attachment 1, Section 16 Insurance.</b>  A The Certificate of Insurance evidencing coverage for General Liability, Worker's Compensation.	It is not clear in the current language what policy(ies) are required. We prefer that the Terms and Conditions specify the coverage needed.

A8. CalRecycle declines to change the Insurance clause.

Q9.

<b>Current Language</b>	<b>Proposed Revised Language</b>	<b>Justification</b>
<b>Exhibit D Special Terms and Conditions, Attachment 1, Section 16 Insurance, subsection (a):</b>  (a) CalRecycle, its officers, agents, employees, and servants shall be included as additional insured.	<b>Exhibit D Special Terms and Conditions, Attachment 1, Section 16 Insurance, subsection (a):</b>  (a) CalRecycle, its officers, agents, employees, and servants shall be included as additional insured for General Liability policy.	We believe this section should specify the policy under which the endorsement is required.  Additional insured endorsement does not apply to Workers' Compensation.

A9. CalRecycle declines to change the Insurance clause.

Q10.

<b>Current Language</b>	<b>Proposed Revised Language</b>	<b>Justification</b>
<b>Exhibit D Special Terms and Conditions, Attachment 1, Section 16 Insurance, subsection (d):</b>  (d) The insurer will not cancel the insured's coverage without thirty days prior written notice to CalRecycle.	<b>Exhibit D Special Terms and Conditions, Attachment 1, Section 16 Insurance, subsection (d):</b>  (d) Contractor shall provide thirty (30) days written notice of any insurance policy cancellation.	Our policies state that notice will only be provided to us and we will undertake to notify all certificate holders in the event of a cancellation. Therefore, the "insurer" will not provide the notice.

A10. CalRecycle declines to change the Insurance clause.

All other terms, conditions, and requirements of this IFB will remain the same. If you have any questions relating to this IFB process, please contact me by e-mail at [contracts@calrecycle.ca.gov](mailto:contracts@calrecycle.ca.gov).

Sincerely,

*{Original Signed By}*

Danny Her  
Contracts Unit  
Administrative Services Branch

Attachments

ATTACHMENT 1  
Interested Parties Listing For IFB DRR18080  
as of 1/14/19

CalRecycle has not confirmed the certification status of firms who have identified themselves as CA Certified Small Business (SB) or Disabled Veterans Business Enterprise (DVBE)

Contact Name	E-mail	Company	Address	City	State	Zip	SB	DVBE
Cindy Pritchard	<a href="mailto:cindy.pritchard@testamericainc.com">cindy.pritchard@testamericainc.com</a>	TestAmerica Laboratories, Inc	4101 Shuffel Street	North Canton	NW	44720	No	No
Debby Wilson	<a href="mailto:debby.wilson@testamericainc.com">debby.wilson@testamericainc.com</a>	TestAmerica Laboratories, Inc	17461 Derian Avenue, Suite 100	Irvine	CA	92614	No	No
Rebecca Strait	<a href="mailto:TARegistration@testamericainc.com">TARegistration@testamericainc.com</a>	TestAmerica Laboratories, Inc	4101 Shuffel Street	North Canton	NW	44720	No	No
Raymond James	<a href="mailto:ray@spargertechnology.com">ray@spargertechnology.com</a>	Sparger Technology, Inc	3738 Bradview Drive	Sacramento	CA	95827	Yes	No

