



## INVITATION FOR BID (IFB)

**Date: September 6, 2013**

**Proposal No.: IFB SF1863-500**

KEMRON Environmental Service, Inc. (KEMRON) is soliciting offers to provide laboratory analytical services. KEMRON contemplates the award of a subcontract/service agreement on a fixed price indefinite quantity basis.

This solicitation contains the statement of work (Exhibit I), a sample services agreement (Exhibit II) and, the required flow down clauses that will be incorporated into the award (Exhibit III). Offerors are cautioned to carefully review all exhibits. Submission of an offer is indication that you are willing to abide by the terms and conditions stated in each exhibit. The exhibits do not need to be returned with your offer (see "Required Content of Offer" below).

### Solicitation Instructions

The following provisions apply to this solicitation.

1. Proposals must be submitted by September 13, 2013 at 12:00 PM (local time). E-mail responses to: [jmurphy@kemron.com](mailto:jmurphy@kemron.com). Facsimile responses are acceptable. Please fax to: 404.636.7162 Attn: Janelle Murphy.
2. All of the forms attached to this solicitation, except for the proposed subcontract agreement, must be returned with your proposal.
3. All prices offered shall remain firm for 90 calendar days from the deadline for proposals specified above unless the deadline is modified by an amendment to this solicitation. This validity period shall apply to all proposals received by KEMRON regardless of whether a different validity period is specifically stated within your proposal.
4. Unless written exception(s) to the proposed services agreement accompany the offer, offerors accept the provisions as proposed without revision or additional compensation.
5. If this solicitation is amended, all terms and conditions that are not amended remain unchanged.
6. Requests for clarification/information must be submitted to KEMRON's Point of Contact in writing with sufficient time for a response to be distributed to all prospective Submit written questions to Janelle Murphy at the fax number above or via e-mail to [jmurphy@kemron.com](mailto:jmurphy@kemron.com) and we will respond to each written question and deliver the response to all potential offerors, as appropriate.

7. You may submit modifications to your proposal at any time before the solicitation deadline, and may submit modifications in response to an amendment or to correct a mistake at any time before award.
8. KEMRON reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal. KEMRON further reserves the right to make multiple awards if, after considering the additional administrative costs, it is in KEMRON's best interest to do so.

#### **Evaluation Criteria – Lowest Price**

KEMRON will award a subcontract to the responsible offeror whose proposal represents the lowest evaluated price offered. KEMRON reserves the right to reject all offers received.

#### **Required Content of Offer**

The following attached forms must be completed and submitted with your offer:

- Compensation Schedule (Attachment A)
- Representations and Certifications (Attachment B)
- Agreement Exceptions (Attachment D)
- Certification of a Compliant Drug Policy (Attachment E)
- Certificate of Training, Medical and Safety Requirements (Attachment F)
- Responsibility Determination Certification (Attachment G)

Thank you for reviewing this solicitation. Please notify me as soon as possible should your firm decide not to submit an offer.

Sincerely,

Janelle Murphy  
Transportation and Disposal Coordinator



## Statement of Work

**Title: Laboratory Analytical Services**

**Date: September 6, 2013**

**Proposal No.: SF1863-500**

### 1. Overview

KEMRON Environmental Services, Inc. is the prime contractor for the U.S. EPA Region II, at Scotts Auto Sales Site. KEMRON is soliciting pricing from vendors for laboratory analytical services. Sampling will be performed to characterize contamination existing at the site. The data generated from the sampling and analysis activities will be used to: (1) identify types and concentrations of contaminants, (2) characterize waste streams for disposal and (3) calculate waste volumes for determining subsequent waste management options. Samples will typically be analyzed for target compound list and target analyte list (TCL/TAL) or TCLP RCRA characteristics and may include additional waste disposal parameters depending on type of waste management, treatability studies and/or engineering practices to be employed at the site. The analytical data generated from these sampling events will be evaluated against Federal Action Levels.

### 2. Site Information

Site Name: Scotts Auto Sales Site

Street Address: 4724 Rt.50, Northumberland, NY 12831

### 3. Description

The Scope of Services required under this IFB is for the subcontractor to provide all labor, equipment, materials, supplies, and permits necessary to ship and perform laboratory analysis on samples collected from the Scotts Auto Sales EPA Superfund site. All samples should be considered hazardous waste (this may include PCBs and asbestos) and they may consist of liquid or solids, and should be handled appropriately. Since this Superfund cleanup consists of handling and identifying unknown quantities of unknown materials, KEMRON cannot determine the exact number of samples requiring analysis or all of the analyses which may be required. However, KEMRON anticipates the amount of analysis required to be close to those stated below. Although the analysis actually requested may vary as more information is obtained, the prices obtained in this competitive bid will be used to choose a laboratory for analytical services needed for this project

### 4. Schedule

Schedule will be finalized after award of the project however a tentative schedule for the successful bidding laboratory is to be ready to transport sampling containers at the time of award and provide courier and receive samples at the during the week of September 23, 2013. The required turnaround time on the analytical summary will be 5 working days from the laboratory sample receipt logged on the

sample chain-of-custodies, and full data package deliverables within 21 days of sample receipt. See the section entitled Liquidated Damages for penalties associated with missing this schedule. Prices must remain in effect for 90 days.

## 5. Data Deliverables

Laboratory analytical data packages should be delivered electronically to Janelle Murphy at [jmurphy@kemron.com](mailto:jmurphy@kemron.com) in PDF format. Analytical data packages are to meet EPA Level II definitive, data deliverable requirements. Where client supplied QC samples are required by KEMRON, KEMRON will collect and submit discrete samples identified as duplicates.

Detection limits for Line Items A through C, must not exceed 75% of RCRA TCLP regulatory levels. Detection limits for PCB analysis (Line Item F, G, H) must not exceed 1 mg/Kg in soil matrices and 1 mg/L in water in water matrices. Detection limits for the remaining Line Items must not exceed the Practical Quantitation Limits for the referenced methods. Results for sludge, soil, and sediment samples **shall** be reported on a dry weight basis.

In the event of matrix interferences where the required detection limits cannot be met, the laboratory shall contact KEMRON immediately and submit proof of cleanup and dilution procedures, and/or documentation (e.g., chromatographs) of interferences encountered.

For Final Report, analytical results **must** be reported per sample, not per analytical parameter (i.e., all parameters analyzed on one sample must be reported together as a sample). For Preliminary Report, analytical results **must** be reported per sample, not per analytical parameter (i.e., all parameters analyzed on one sample must be reported together as a sample).

Full data package deliverables will include at a minimum the following information:

- Cross reference sample I.D.; Laboratory/client
- Sample holding times
- Detection limits and qualifiers
- Internal and external chain of custody documentation
- Initial and continuing calibration data
- Interference check sample (ICP)
- ICP serial dilution
- Initial and continuing blank data (inorganics)
- Method blank data
- Surrogate spike data with control limits
- Matrix spike/matrix spike duplicate with control limits (organics) – BATCH QC
- Matrix spike and duplicate with control limits (inorganics) – BATCH QC
- Internal standard area count and retention time
- GC/MS tuning criteria
- Furnace atomic absorption data;
- Second column GC confirmation data
- Raw data
- A case narrative to include cleanup and dilution procedures, interferences encountered and a sample results summary

## 6. Laboratory Provisions

### Sampling Supplies and Containers

The laboratory will be contacted approximately 2 days prior to sampling to order sampling containers. Delivery or shipment of sampling containers may be shipped or couriered. The contracting laboratory will provide the appropriate number of wide mouth sampling containers for the final, to be determined, analytical parameters for each waste sample and the associated packaging supplies including Chains of Custody forms. To allow for possible breakage as is customary, the laboratory will provide an additional container allowance of up to 10% of the number of containers ordered by KEMRON. Proper packaging and packaging instructions will be provided for each shipment cooler. Sampling containers and courier costs are to be included within the analyses pricing.

### Courier Service

The laboratory will provide courier service. KEMRON will notify the laboratory of a sampling event a minimum of 24 hours before sampling is initiated. Courier costs should be included in the analyses pricing.

### Additional Requirements

All Samples and extracts will be held in a controlled environment for a period of no less than 2 months from sample collection. Costs for shipment and disposal of samples must be included in the above referenced pricing. **The laboratory is responsible for the final disposal of all samples.**

The above referenced pricing must be specific to the IFB required turnaround time for the analytical data package. The turnaround time begins with the date that a representative from the laboratory signs the "samples received" section of the supplied Chain of Custody Record accompanying the samples.

### Liquidated Damages

For any delay in the receipt of summary results (5 day TAT) from the laboratory, not due to acts of KEMRON, EPA or other factors outside the subcontractors control (inclement weather, floods, acts of war, etc.) a reduction in the total charge for services will be \$20.00 per day per sample, for each additional day until all correct and complete data reports are received. For any delay in the receipt of the final data packages, a reduction of \$50.00 per week per chain of custody/sample group will be invoked. If major problems are found in the sample data, due to laboratory error which would reject the data from use, no payment will be made for each rejected sample and the laboratory will be responsible for any additional costs incurred for resolution of the problem. If liquidated damages are invoked KEMRON will deduct the charges from the subcontractors invoice prior to payment.

## 7. Subcontractors

In the event that the laboratory needs to subcontract for specialty analyses not performed or to meet turn-around or capacity requirements, KEMRON shall be notified of the subcontractor for prequalification purposes. The subcontracting lab shall be held to the requirements as specified in this IFB.

## 8. Invoicing

All invoices must reference the project name (Scotts Auto Sales), site location city and state. Final invoicing must be submitted to KEMRON in accordance with Article 2.1 of the services agreement.

**PHOENIX**   
*Environmental Laboratories, Inc.*

587 East Middle Turnpike, P.O. Box 370, Manchester, CT 06040  
Telephone: 860.645.1102 Fax: 860.645.0823

September 12, 2013

Kemron Environmental Services  
Mrs. Janelle Murphy  
1359-A Ellsworth Industrial Blvd  
Atlanta, GA 30318  
Re: IFB SF1863-500

Dear Mrs. Murphy,

Phoenix Environmental Laboratories, Inc. is pleased to present our proposal to perform analytical testing services for Kemron Environmental Services. Phoenix Environmental Labs is dedicated to providing our clients with valid and reliable analytical data in a timely manner.

Phoenix Labs has a dedicated and very knowledgeable customer service staff that is available to answer any of your questions that may arise. Phoenix Labs has been in business since 1988 and continues to provide excellent customer service and quality results. We are NELAP accredited in nine of the northeastern states including NJ, NY, CT, PA, MA, RI, VT, NH, and ME.

Phoenix Labs offers the following services:

- Standard 5-day turnaround time on all routine work
- Competitive pricing
- Free pickup and or shipping service
- Bottles, labels, and chain of custody forms at no additional cost
- Customized report formatting to meet your needs or your clients needs

Enclosed is everything requested within the IFB. I have also included a Statement of Qualifications Electronic copy as well as our NY ELAP certificates. I am confident that you will find us to be a valuable resource to your firm.

If you have any questions or require further information, please do not hesitate to contact me at 518-232-2420 or email [buddy.phoenixlabs@verizon.net](mailto:buddy.phoenixlabs@verizon.net)

Sincerely,



Clarence Beames  
Regional Sales Manager



1359-A Ellsworth Industrial Boulevard ■ Atlanta, GA 30318 ■ Telephone (404) 636-0928 ■ FAX (404) 636-7162 ■ <http://www.kemron.com>

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### Attachment A – Compensation Schedule

For the Statement of Work described in Exhibit 1, the price must be given in the format specified below. The price must be provided in the format specified below. The description for each line item is provided in the Statement of Work, Exhibit I.

Item	Parameter	Method Reference	Approximate Sample Quantity	Unit Measure	Unit Price	Extended Price*
A	TCLP Volatile Organics	1311; 8260C <sup>1</sup>	0 - 20	Each	\$ 95. <sup>00</sup>	\$ 1,900. <sup>00</sup>
B	TCLP Semivolatile Organics	1311; 8270D <sup>1</sup>	0 - 20	Each	\$ 180. <sup>00</sup>	\$ 3,600. <sup>00</sup>
C	TCLP Metals (including Nickel)	1311; 6010C/7470A/7471B/7010 series, 6010B	0 - 20	Each	\$ 75. <sup>00</sup>	\$ 1,500. <sup>00</sup>
D	TCL Volatiles	8260C <sup>1</sup>	0 - 20	Each	\$ 95. <sup>00</sup>	\$ 1,900. <sup>00</sup>
E	TCL Semivolatiles	8270D <sup>1</sup>	0 - 20	Each	\$ 155. <sup>00</sup>	\$ 3,100. <sup>00</sup>
F	PCBs (soil)	8082A <sup>1</sup>	0 - 20	Each	\$ 50. <sup>00</sup>	\$ 1,000. <sup>00</sup>
G	PCBs (water)	8082A <sup>1</sup>	0 - 20	Each	\$ 50. <sup>00</sup>	\$ 1,000. <sup>00</sup>
H	PCBs (oil)	8082A <sup>1</sup>	0 - 20	Each	\$ 55. <sup>00</sup>	\$ 1,100. <sup>00</sup>
I	Target Analyte List (ILM05.4TAL) metals	6010C/7470A/7471B/7010 series, 6010B	0 - 20	Each	\$ 110. <sup>00</sup>	\$ 2,200. <sup>00</sup>
J	Ignitability (flashpoint )	EPA 1010A/1020B	0 - 20	Each	\$ 20. <sup>00</sup>	\$ 400. <sup>00</sup>
K	Corrosivity pH Measurement	EPA 9040C, 9045D	0 - 20	Each	\$ 4. <sup>00</sup>	\$ 80. <sup>00</sup>
L	Reactivity	SW-846 7.3.3.2, 7.3.4.2	0 - 20	Each	\$ 40. <sup>00</sup>	\$ 800. <sup>00</sup>
M	Total Petroleum Hydrocarbons	1664 Rev. A	0 - 20	Each	\$ 30. <sup>00</sup>	\$ 600. <sup>00</sup>
N	Total Organic Carbon	9060A	0 - 20	Each	\$ 22. <sup>00</sup>	\$ 440. <sup>00</sup>
O	Total Organic Halogens (TOX)	9020B	0 - 20	Each	\$ 50. <sup>00</sup>	\$ 1,000. <sup>00</sup>
P	Paint Filter Test / Free Liquids	9095B	0 - 20	Each	\$ 12. <sup>00</sup>	\$ 240. <sup>00</sup>

Q	% ASH	1209/D 2974	0 - 20	Each	\$ 45. <sup>00</sup>	\$ 900. <sup>00</sup>
R	Heat of Combustion (BTU)	ASTM D 240-76	0 - 20	Each	\$ 50. <sup>00</sup>	\$ 1,000. <sup>00</sup>
S	Percent Water	SW- 846 9000	0 - 20	Each	\$ 45. <sup>00</sup>	\$ 900. <sup>00</sup>
T	Percent Moisture	ASTM D2216	0 - 20	Each	\$ 25. <sup>00</sup>	\$ 500. <sup>00</sup>
U	Total Solids	SM 2540 B	0 - 20	Each	\$ 12. <sup>00</sup>	\$ 240. <sup>00</sup>
V	Total/Amenable Cyanide	9012A/9012B	0 - 20	Each	\$ 40. <sup>00</sup>	\$ 800. <sup>00</sup>
<b>Grand Total</b>						\$ 25,200. <sup>00</sup>

**Note:** All prices should be shown in U.S. dollars and will remain valid for 90 days from the date of this offer.

- Method 8000C shall be applied in conjunction with all SW-846 determinative chromatographic methods.

**Notes:**

- Additional Parameters may be deemed necessary at a later date.
- Sample material may require extensive preparatory clean up procedures prior to required analyses, at no additional cost to KEMRON.
- The subcontract laboratory is responsible for supplying all necessary sample containers to the site within 48 hours of KEMRON's request, and must be labeled by waste stream.
- The subcontract laboratory is responsible for the courier service of samples from the site to laboratory facility. Pricing must include all fees, fuel surcharges, costs of analysis, or any other costs, which may be involved in the normal course of transporting this waste material to the designated facility, for accepting this type of waste material into the facility, and for performing the treatment and disposal of this waste. KEMRON will not pay any costs outside of the prices shown.

Modifications to the bid form will deem your offer as non-responsive and the offer will be disqualified. Therefore, include pricing on each of the line items, per the unit(s), and shown and described in the Statement of Work, Exhibit I. However, if any type of sales or use tax applies, list that separately at the bottom of the pricing page.

*\* Please extend your bid price to the highest quantity*

Signature below means that the bidder has read and understands this bid package and is willing to execute a KEMRON services agreement without changes. **The signatory must have the authority to bind the bidding company.** The signature also means that all statements in this bid are accurate and truthful.

Phoenix Environmental Laboratories, Inc  
 Company Name

Clarence J. Beames 09/12/13  
 Authorized Representative Signature Date

Clarence J. Beames, Regional Sales Manager  
 Signatory Name and Title



### Attachment B – Representations and Certifications

**52.252-1 - Solicitation Provisions Incorporated by Reference (Feb 1998)** This solicitation incorporates the following solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Subcontracts Representative will make their full text available.

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2005) **(Applicable to Orders in excess of \$100,000)**

The following full text **Federal Acquisition Regulation (FAR)** provisions are applicable to this solicitation.

#### 52.204-3 - Taxpayer Identification (Oct 1998)

(a) *Definitions.*

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c) (3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

TIN: 06-1240980

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal Government;

Other. State basis. \_\_\_\_\_

(e) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other \_\_\_\_\_.

(f) *Common Parent.*

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

**52.204-5 - Women-Owned Business [Other Than Small Business] (May 1999)**

(a) *Definition.* Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b) (1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.] The offeror represents that it  is,  is not a women-owned business concern.

**52.209-5 - Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)**

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have  have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are  are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a) (1) (i) (B) of this provision.

(ii) The Offeror has  has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "*Principals,*" for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**52.215-6 - Place of Performance (Oct 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,  intends,  does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance  
(Street Address, City,  
State, County, Zip Code)

Name and Address of Owner and Operator of the Plant  
or Facility if Other than Offeror or Respondent

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**52.219-1 - Small Business Program Representations (May 2004)**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is **562910, Environmental Remediation Services.**

(2) The small business size standard is **500 Employees.**

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it  is,  is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.] The offeror represents, for general statistical purposes, that it  is,  is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.] The offeror represents as part of its offer that it  is,  is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision]. The offeror represented as part of its offer that it  is,  is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a small business concern in paragraph (b) (4) of this provision]. The offeror represents as part of its offer that  is,  is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b) (4) of this provision]. The offeror represents, as part of its offer, that ---

(i) It  is,  is not a HubZone small business concern listed, on the date of this representation, on the List of Qualified HubZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HubZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b) (6) (i) of this provision is accurate for the HubZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HubZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HubZone small business concern participating in the joint venture shall submit a separate signed copy of the HubZone representation.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its' affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-Owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HubZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

#### **52.222-21 - Prohibition of Segregated Facilities (Feb 1999)**

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between sexes.

(b) The contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in the contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

#### **52.222-22 - Previous Contracts and Compliance Reports (Feb 1999)**

The offeror represents that:

(a) It  has,  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It  has,  has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**52.222-25 - Affirmative Action Compliance (April 1984)**

The Offeror represents that (a) it  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**52.222-38 - Compliance with Veterans' Employment Reporting Requirements (Dec 2001)**

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

**52.223-4 - Recovered Material Certification (Oct 1997)**

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

**52.223-13 - Certification of Toxic Chemical Release Reporting (Aug 2003)**

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(ii) The facility does not have 10 or more fulltime employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(v) The facility is not located in the United States or its outlying areas.

**EPAAR 1552.209-72 - Organizational Conflict of Interest Certification (Apr 1984)**

The offeror  is  is **not** aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information.)

**EPAAR 1552.224-70 - Social Security Numbers of Consultants and Certain Sole Proprietors and Privacy Act Statement (Apr 1984)**

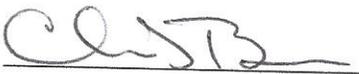
(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line:

\_\_\_\_\_

**EP 52.299-900 Signature Block (Apr 1984)**

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature : 

Title : Regional Sales Manager

Date : 09/12/13

NOTICE: Offerors must provide exceptions to the proposed subcontract with their offer. If the offeror has no exceptions, please write "None" below.

None

<b>NAME AND ADDRESS OF OFFEROR</b> Phoenix Environmental Laboratories, Inc. 587 E. middle Turnpike Manchester, CT 06040	<b>NAME OF SIGNER</b> Clarence J. Beames
	<b>TITLE OF SIGNER</b> Regional Sales Mngr.
<b>OFFEROR</b> (Signature of person authorized to sign) 	<b>DATE</b> 09/12/13

Pursuant to KEMRON'S policy and as a condition of award of a subcontract, Subcontractor must have in place and enforce a drug policy that is at least as stringent as KEMRON's drug policy requirements.

Subcontractor hereby certifies that it has adopted and agrees to implement at all times during the term of any subcontract awarded to Subcontractor by KEMRON a policy that meets or exceeds KEMRON'S minimum standards for Drug Free Workplace Program.

<b>NAME AND ADDRESS OF OFFEROR</b>	<b>NAME OF SIGNER</b>
Phoenix Environmental Laboratories, Inc 587 E. middle Turnpike Manchester, Ct 06040	Clarence J. Beames
<b>OFFEROR</b> <i>(Signature of person authorized to sign)</i>	<b>TITLE OF SIGNER</b>
	Regional Sales Mngr
	<b>DATE</b>
	09/12/13



## Attachment F - CERTIFICATE OF TRAINING, MEDICAL & SAFETY REQUIREMENTS

The Offeror hereby certifies that the Offeror's employees who will be engaged in work on or near the project that requires respirator use, including but not limited to hazardous waste, asbestos or lead, meet the requirements of 29 CFR 1910.120/1926.65 (hazardous waste), 29 CFR 1910.1001/1926.1101 (asbestos), 29 CFR 1910.1025/1926.62 (lead). The Offeror also certifies that Offeror's employees will meet the provisions of American National Standards Institute Standard Z88.2 for training, medical surveillance, and respiratory protection. These requirements include, but are not limited to, the following items:

1. The Offeror's employees have been examined by a licensed physician within the last 12 months and have been determined to be physically able to perform the Work, and use the respiratory and other protective equipment required for this assignment;
2. The employees have received health and safety training for working in environments with known and unknown hazards;
3. The Offeror has established and is maintaining a respiratory protection program that complies with the provision of 29 CFR 1910.134; and
4. The Offeror maintains appropriate surveillance of the work area conditions and degree of employee exposure or stress.

The Offeror further certifies that only respirators approved or accepted by NIOSH/MSHA will be used by the Offeror's employees; that each of the Offeror's employees has been properly fitted to the respirators provided by the Offeror, including a test of the face-to-face piece seal; that the Offeror has provided its employees with written procedures covering safe use of respirators in dangerous atmospheres; and that the Offeror has established a program for inspection, maintenance, and care of the respirators.

The Offeror further certifies that all workers engaged on the project in handling or managing hazardous waste as defined in 40 CFR 261, are trained and certified as required under 40 CFR 262.34 and 265.16 and workers engaged in handling or otherwise preparing hazardous waste and hazardous materials for transportation are trained and certified as required under 49 CFR 172.704.

The Offer agrees to submit to KEMRON applicable certifications and records demonstrating compliance prior to starting work if requested.

<b>NAME AND ADDRESS OF OFFEROR</b> Phoenix Environmental Laboratories, Inc. 587 E. Middle Turnpike Manchester, CT 06040	<b>NAME OF SIGNER</b> Clarence J. Beames
	<b>TITLE OF SIGNER</b> Regional Sales Mgr.
<b>OFFEROR</b> (Signature of person authorized to sign) 	<b>DATE</b> 09/12/13



# Attachment G - RESPONSIBILITY DETERMINATION CERTIFICATION

## Safety Data

Does your firm have a Standard Operating Procedure for Safety?  Yes  No

Does your firm have a Policy Letter dealing with Safety?  Yes  No

What was your accident rate for last year? IIR: \_\_\_\_\_ EMR: 1.0

What was your accident rate for this year? IIR: \_\_\_\_\_ EMR: 1.16

Has your firm, in the last three years, received a Notice of Violation from:

OSHA (or state and local equivalent) \_\_\_\_\_ Yes  No

DOL (or state and local equivalent) \_\_\_\_\_ Yes  No

EPA (or state and local equivalent) \_\_\_\_\_ Yes  No

DOT (or state and local equivalent) \_\_\_\_\_ Yes  No

If yes to any of the above entities, please explain.

N/A

## Quality Control Data

Does your firm have a Standard Operating Procedure for Quality Control?  Yes  No

Does your firm have a Policy Letter dealing with Quality Control?  Yes  No

## Past Performance Data

Please provide the following data for three projects for similar work performed within the past 12 months.

	1	2	3
Customer	Triunvirate Astoria, NY	CT male + Assoc. Latham, NY	DA Collins Wilton, NY
Contact	Sean Tuthill	Liz Rovers	Dave MacDougall
Phone Number	800-427-3320	518-786-7492	518-664-9855
Total Contract Value	<sup>est.</sup> \$180,000. - Annual	<sup>est.</sup> \$175,000. - Annual	<sup>est.</sup> \$75,000. - Annual

Have you previously worked with KEMRON? No

Identify project name(s): \_\_\_\_\_ Prime \_\_\_\_\_ Subcontractor

N/A

Years in business under your present business name? 25

Years' experience in the type of work involved in Exhibit I: \_\_\_\_\_ Prime \_\_\_\_\_ Subcontractor

Have you ever failed to complete any work awarded to you? \_\_\_\_\_ Yes  No

If yes, where and why?

N/A

On a typical project, what percent of the work is completed by:

Own Forces: 90-100%

Subcontract: 0-10%

Please provide names and addresses for all subcontractors or suppliers you plan to use on this job.

TBD - We subcontract analyses we are not certified to run.

**Schedule:**

In the last three years has your firm:

Failed to meet a contract milestone or completion date

Been issued a cure notice

Been terminated for default

Been assessed Stipulated or Liquidated Damages

_____	Yes	<input checked="" type="checkbox"/>	No
_____	Yes	<input checked="" type="checkbox"/>	No
_____	Yes	<input checked="" type="checkbox"/>	No
_____	Yes	<input checked="" type="checkbox"/>	No

If you answered yes to any of the above questions, please detail the circumstances:

N/A

Any facts or circumstances that may adversely affect the schedule?

\_\_\_\_\_ Yes  No

If yes, please explain:

Have you, in the last 3 years, been reported to the Better Business Bureau?

\_\_\_\_\_ Yes  No

**Equipment Availability:**

Equipment is owned and available to perform the work in Exhibit I:

Yes \_\_\_\_\_ No

If no, please detail your plan to obtain them:

**Financial Capability/Accountability:**

Please provide your annual revenue for the last three years:

2012: \$11,235,024.00

2011: \$9,886,837.00

2010: \$9,270,549.00

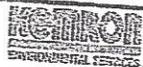
Location where financial records are kept: off-site

Accounting system capable of segregating and retaining costs, if required?  Yes  No

In the past three years has your firm been unable to complete a contract according to the prescribed scope and schedule due to working capital or cash-flow constraints?  Yes  No

I hereby certify that the information provided in this form is correct and current. I understand that falsification of any of this information is grounds for immediate termination of any subcontract with KEMRON.

<b>NAME AND ADDRESS OF OFFEROR</b> Pulsbeck Environmental Laboratories, Inc. 567 E. Middle Tnpk. Box 418 Manchester, CT 06040	<b>NAME OF SIGNER</b> Bobbi Aloisa
	<b>TITLE OF SIGNER</b> Vice President
<b>OFFEROR (Signature of person authorized to sign)</b> Bobbi Aloisa	<b>DATE</b> 9-10-13



# SUBCONTRACTOR SAFETY PERFORMANCE QUESTIONNAIRE

Subcontractors shall complete this form and submit it with their proposal to the KEMRON Contract Administrator. The information provided on this form will be reviewed as part of the selection criteria. Please provide the requested information in as complete a form as possible to facilitate our review and evaluation.

Project Name: \_\_\_\_\_ Project #: \_\_\_\_\_

Project Manager: \_\_\_\_\_

Name of Subcontractor: Phoenix Environmental Laboratories, Inc.

Address of Subcontractor: 587 E. Middle Turnpike, Manchester, CT 06040

Contact Name: Buddy Beames, Regional Sales Mgr.

Phone Number: 518-232-2420

Standard Industrial Classification (SIC) or North American Industry Classification System (NAICS) Code: 541380

Date: 9-10-13

1. Use your OSHA 200/300 logs to record the number of injuries and illnesses for the last three years. Please note that KEMRON requires all subcontractors to provide incident statistics, even though certain companies may not be statutorily required to keep OSHA 200/300 logs.

YEAR	2010	2011	2012
a. Number of Fatalities	<u>0</u>	<u>0</u>	<u>0</u>
b. Lost Work Day Incident Rate <sup>1</sup>	<u>0</u>	<u>2.83</u>	<u>1.34</u>
c. OSHA Recordable Incident Rate <sup>2</sup>	<u>3</u>	<u>0</u>	<u>0</u>
d. Number of Hours Worked	<u>141109</u>	<u>141482</u>	<u>149359</u>
e. Total Number of Employees on Your Payroll	<u>88</u>	<u>89</u>	<u>98</u>

f. Attach a copy of your OSHA 200/300 logs for the last three years.

<sup>1</sup> The following formula is used for calculating the Lost Work Day Incident Rate: 
$$= \frac{\text{Number of Lost Work Day Cases} \times 200,000}{\text{Number of Hours Worked}}$$

<sup>2</sup> The following formula is used for calculating the OSHA Recordable Incident Rate: 
$$= \frac{\text{Number of OSHA Recordable Cases} \times 200,000}{\text{Number of Hours Worked}}$$

2. List your company's Worker's Compensation (WC) Experience Modification Rate (EMR) for the three (3) most recent years:

Year	Interstate	Intrastate
a. <u>2010</u>	<u>.94</u>	_____
b. <u>2011</u>	<u>1.00</u>	_____
c. <u>2012</u>	<u>1.16</u>	_____

- d. Provide a letter from your WC insurance carrier certifying the above EMRs.
- e. If your WC carrier has not issued your company an EMR because you have not accrued enough WC costs, provide a copy of your WC Loss Run (available from your WC carrier).
- f. If your current EMR is greater than 1.0, provide a written explanation of the safety methods that are being implemented by your company to reduce this rate.
- g. Attach a copy your current insurance certificate and proof of worker's compensation coverage.



10. Does your company have a program in place to discipline workers that perform unsafe work practices? Yes  No   
 If box checked, please provide as attachment

11. Does your company have written Accident Investigation Procedures? Yes  No   
 If box checked, please provide as attachment

12. Does your company currently maintain a program in compliance with applicable state "Right to Know" laws and the OSHA Hazard Communication Standard? Yes  No   
 If box checked, please provide as attachment

13. Does your company currently maintain an Accident Prevention Program in compliance with applicable state OSHA regulations? (Required for Alaska, California, Minnesota, Nevada and North Carolina) Yes  No  N/A   
 If box checked, please provide as attachment

14. Does your company implement a medical surveillance program for employees that work on hazardous waste sites or with hazardous chemicals (i.e., lead, asbestos, benzene, arsenic, formaldehyde, etc.)? Yes  No  N/A   
 If box checked, please provide as attachment

15. Does your company hold "tailgate/toolbox" safety meetings? Yes  No   
b. If yes, how often? \_\_\_\_\_

16. Does your company have a written Alcohol and Substance Abuse Program? Yes  No   
 If box checked, please provide sample copy(s)

If yes, does it include the following?

a. 5-panel and alcohol substance testing?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
b. Pre-employment/pre-job assignment testing (within 30 days of pre-job assignment)?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
c. Post-accident drug and alcohol testing?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
d. Random testing?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
e. Reasonable suspicion drug and alcohol testing?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

If box checked, please provide program as attachment.

17. Has your company worked for KEMRON in the past three years? Yes  No   
If so, what year and what project manager were you working for?  
Year: \_\_\_\_\_ Project Manager: \_\_\_\_\_

18. The undersigned warrants and represents the data provided in this document is accurate in all respects.

Name of Firm: Phoenix Environmental Laboratories, Inc.  
Completed by: Lochen Fay  
Signature: [Signature]  
Title: Client Services Rep.  
Date: 9-10-13

**KEMRON USE ONLY**

Review  
Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_  
Acceptable: Yes  No  If no, please forward Questionnaire to HS&E Manager for review.

HS&E Manager Review (only required if unacceptable)  
Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_  
Additional level of planning and operational oversight required: \_\_\_\_\_

H&S Database Administrator  
Entered into database by: \_\_\_\_\_ Date: \_\_\_\_\_



Brown & Brown of Connecticut, Inc.  
55 Capital Boulevard, Suite 102  
Rocky Hill, CT 06067  
Ph 860-667-9000 • FAX 203-639-0031

February 13, 2013

Phoenix Environmental  
PO Box 370  
Manchester, CT06045

Dear Loreen:

Per your email request, below please find your past three years Worker's Compensation Experience Mod Ratings. Please feel free to call me if you need anything else.

2012 - 2013 1.16 Exp Mod

2011 - 2012 1.00 Preliminary Exp Mod

2010 - 2011 .94 Exp Mod

Thank You!

A handwritten signature in black ink, appearing to read "Tina L. Jones".

Tina L Jones  
Commercial Account Manager

Encl.

# TestAmerica

THE LEADER IN ENVIRONMENTAL TESTING

September 13, 2013

JANELLE MURPHY  
KEMRON ENVIRONMENTAL SERVICES  
1359A ELLSWORTH INDUSTRIAL BOULEVARD  
ATLANTA, GA 30318

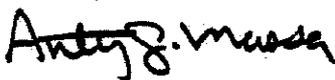
**RE: Invitation For Bid No. SF1863-500**  
Scotts Auto Sales Site  
4724 Rt.50, Northumberland, NY  
**Laboratory Analytical Services**

Dear Ms. Murphy:

TestAmerica Laboratories, Inc. appreciates the opportunity to respond to KEMRON Environmental Services' invitation to bid. We propose to commit the resources, capabilities, and qualifications necessary to perform the work in compliance with all applicable State, Federal and County ordinances as well as the specifications set forth in your RFP as amended by our Exceptions & Clarifications document included in our proposal.

We appreciate the opportunity to provide analytical services in response to KEMRON Environmental Services' efforts to insure that it complies with all current and future regulations through sampling and analysis. Please feel free to contact me at 315-431-0171, should you have any questions regarding our response.

Sincerely,



Anthony Massa  
Service Center Manager  
Syracuse Service Center

# KEMRON

ENVIRONMENTAL SERVICES

1359-A Ellsworth Industrial Boulevard ■ Atlanta, GA 30318 ■ Telephone (404) 636-0928 ■ FAX (404) 636-7162 ■ <http://www.kemron.com>

## Attachment A – Compensation Schedule

For the Statement of Work described in Exhibit 1, the price must be given in the format specified below. The price must be provided in the format specified below. The description for each line item is provided in the Statement of Work, Exhibit I.

5 DAY TAT

Item	Parameter	Method Reference	Approximate Sample Quantity	Unit Measure	Unit Price	Extended Price*
A	TCLP Volatile Organics	1311; 8260C <sup>1</sup>	0 - 20	Each	\$ 95	\$ 1,890
B	TCLP Semivolatile Organics	1311; 8270D <sup>1</sup>	0 - 20	Each	\$ 150	\$ 3,010
C	TCLP Metals (including Nickel)	1311; 6010C/7470A/74 71B/7010 series, 6010B	0 - 20	Each	\$ 112	\$ 2,240
D	TCL Volatiles	8260C <sup>1</sup>	0 - 20	Each	\$ 77	\$ 1,540
E	TCL Semivolatiles	8270D <sup>1</sup>	0 - 20	Each	\$ 154	\$ 3,080
F	PCBs (soil)	8082A <sup>1</sup>	0 - 20	Each	\$ 63	\$ 1,260
G	PCBs (water)	8082A <sup>1</sup>	0 - 20	Each	\$ 63	\$ 1,260
H	PCBs (oil)	8082A <sup>1</sup>	0 - 20	Each	\$ 63	\$ 1,260
I	Target Analyte List (ILM05.4TAL) metals	6010C/7470A/74 71B/7010 series, 6010B	0 - 20	Each	\$ 105	\$ 2,100
J	Ignitability (flashpoint )	EPA 1010A/1020B	0 - 20	Each	\$ 23	\$ 462
K	Corrosivity pH Measurement	EPA 9040C, 9045D	0 - 20	Each	\$ 10	\$ 200
L	Reactivity	SW-846 7.3.3.2, 7.3.4.2	0 - 20	Each	\$ 53	\$ 1,060
M	Total Petroleum Hydrocarbons	1664 Rev. A	0 - 20	Each	\$ 45	\$ 900
N	Total Organic Carbon	9060A	0 - 20	Each	\$ 60	\$ 1,200
O	Total Organic Halogens (TOX)	9020B	0 - 20	Each	\$ 60	\$ 1,200
P	Paint Filter Test / Free Liquids	9095B	0 - 20	Each	\$ 14	\$ 280

Denver

Nash

Nash-  
Nash

Q	% ASH (Solids)	1209/D 2974	0 - 20	Each	\$ 45	\$ 900
R	Heat of Combustion (BTU) (Solids)	ASTM D 240-76	0 - 20	Each	\$ 70	\$ 1,400
S	Percent Water (Karl Fisher)	SW- 846 9000	0 - 20	Each	\$ 56	\$ 1,120
T	Percent Moisture	ASTM D2216	0 - 20	Each	\$ 8	\$ 154
U	Total Solids	SM 2540 B	0 - 20	Each	\$ 14	\$ 280
V	Total/Amenable Cyanide	9012A/9012B	0 - 20	Each	\$ 28	\$ 560
<b>Grand Total</b>						\$

Note: All prices should be shown in U.S. dollars and will remain valid for 90 days from the date of this offer.

- Method 8000C shall be applied in conjunction with all SW-846 determinative chromatographic methods.

Notes:

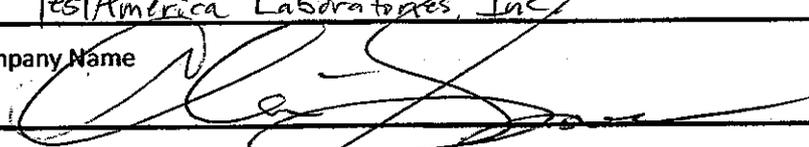
- Additional Parameters may be deemed necessary at a later date.
- Sample material may require extensive preparatory clean up procedures prior to required analyses, at no additional cost to KEMRON.
- The subcontract laboratory is responsible for supplying all necessary sample containers to the site within 48 hours of KEMRON's request, and must be labeled by waste stream.
- The subcontract laboratory is responsible for the courier service of samples from the site to laboratory facility. Pricing must include all fees, fuel surcharges, costs of analysis, or any other costs, which may be involved in the normal course of transporting this waste material to the designated facility, for accepting this type of waste material into the facility, and for performing the treatment and disposal of this waste. KEMRON will not pay any costs outside of the prices shown.

Modifications to the bid form will deem your offer as non-responsive and the offer will be disqualified. Therefore, include pricing on each of the line items, per the unit(s), and shown and described in the Statement of Work, Exhibit I. However, if any type of sales or use tax applies, list that separately at the bottom of the pricing page.

*\* Please extend your bid price to the highest quantity*

Signature below means that the bidder has read and understands this bid package and is willing to execute a KEMRON services agreement without changes. The signatory must have the authority to bind the bidding company. The signature also means that all statements in this bid are accurate and truthful.

TestAmerica Laboratories, Inc  
 \_\_\_\_\_  
 Company Name

  
 \_\_\_\_\_  
 Authorized Representative Signature

9/13/13  
 \_\_\_\_\_  
 Date

Chris Spencer, Lab Director  
 \_\_\_\_\_  
 Signatory Name and Title

# KEMRON

ENVIRONMENTAL SERVICES

1359-A Ellsworth Industrial Boulevard ■ Atlanta, GA 30318 ■ Telephone (404) 636-0928 ■ FAX (404) 636-7162 ■ <http://www.kemron.com>

## Attachment B – Representations and Certifications

**52.252-1 - Solicitation Provisions Incorporated by Reference (Feb 1998)** This solicitation incorporates the following solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Subcontracts Representative will make their full text available.

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2005) (Applicable to Orders in excess of \$100,000)

The following full text **Federal Acquisition Regulation (FAR)** provisions are applicable to this solicitation.

### 52.204-3 - Taxpayer Identification (Oct 1998)

#### (a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c) (3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

#### (d) Taxpayer Identification Number (TIN).

TIN: 23-2919996

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal Government;

Other. State basis. \_\_\_\_\_

#### (e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

- Foreign government;  
 International organization per 26 CFR 1.6049-4;  
 Other \_\_\_\_\_.

(f) *Common Parent.*

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.  
 Name and TIN of common parent:

Name TestAmerica Holdings, Inc.

TIN 02-0655957

**52.204-5 - Women-Owned Business [Other Than Small Business] (May 1999)**

(a) *Definition.* Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b) (1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.] The offeror represents that it  is,  is not a women-owned business concern.

**52.209-5 - Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)**

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have  have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are  are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a) (1) (i) (B) of this provision.

(ii) The Offeror has  has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "*Principals*," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**52.215-6 - Place of Performance (Oct 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,  intends,  does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance  
(Street Address, City,  
State, County, Zip Code)

Name and Address of Owner and Operator of the Plant  
or Facility if Other than Offeror or Respondent

none

\_\_\_\_\_

**52.219-1 - Small Business Program Representations (May 2004)**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is **562910, Environmental Remediation Services.**

(2) The small business size standard is **500 Employees.**

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it  is,  is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.] The offeror represents, for general statistical purposes, that it  is,  is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.] The offeror represents as part of its offer that it  is,  is not a **women-owned small business concern**.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision]. The offeror represented as part of its offer that it  is,  is not a **veteran-owned small business concern**.

(5) [Complete only if the offeror represented itself as a small business concern in paragraph (b) (4) of this provision]. The offeror represents as part of its offer that  is,  is not a **service-disabled veteran-owned small business concern**.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b) (4) of this provision]. The offeror represents, as part of its offer, that ---

(i) It  is,  is not a **HubZone small business concern** listed, on the date of this representation, on the List of Qualified HubZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HubZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It  is,  is not a **joint venture** that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b) (6) (i) of this provision is accurate for the HubZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HubZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HubZone small business concern participating in the joint venture shall submit a separate signed copy of the HubZone representation.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its' affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-Owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HubZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**52.222-21 - Prohibition of Segregated Facilities (Feb 1999)**

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between sexes.

(b) The contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in the contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

**52.222-22 - Previous Contracts and Compliance Reports (Feb 1999)**

The offeror represents that:

(a) It  has,  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It  has,  has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**52.222-25 - Affirmative Action Compliance (April 1984)**

The Offeror represents that (a) it  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**52.222-38 - Compliance with Veterans' Employment Reporting Requirements (Dec 2001)**

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

**52.223-4 - Recovered Material Certification (Oct 1997)**

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

**52.223-13 - Certification of Toxic Chemical Release Reporting (Aug 2003)**

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(ii) The facility does not have 10 or more fulltime employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(v) The facility is not located in the United States or its outlying areas.

**EPAAR 1552.209-72 - Organizational Conflict of Interest Certification (Apr 1984)**

The offeror  is  is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information.)

**EPAAR 1552.224-70 - Social Security Numbers of Consultants and Certain Sole Proprietors and Privacy Act Statement (Apr 1984)**

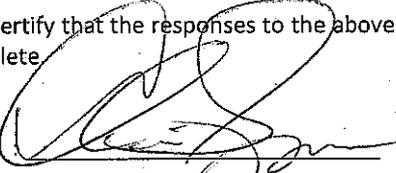
(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line:

\_\_\_\_\_

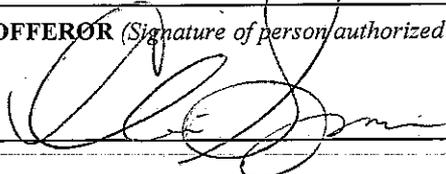
**EP 52.299-900 Signature Block (Apr 1984)**

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete

Signature   
Title : Lab Director  
Date : 9/10/13

NOTICE: Offerors must provide exceptions to the proposed subcontract with their offer. If the offeror has no exceptions, please write "None" below.

See next page

<b>NAME AND ADDRESS OF OFFEROR</b> TestAmerica Laboratories, Inc. 10 Hazelwood Drive Amherst, NY 14228	<b>NAME OF SIGNER</b> Chris Spencer
<b>OFFEROR</b> (Signature of person authorized to sign) 	<b>TITLE OF SIGNER</b> Lab Director
	<b>DATE</b> 9/11/13

## Attachment D – Agreement Exceptions

### IFB # SF1860-001

TestAmerica Laboratories, Inc. makes the following exceptions and clarifications to this IFB:

#### Standard Terms and Conditions

Section 2.1 Payments: TestAmerica must have a date certain by which time payment is due. We do not accept conditions precedent to our right of payment for work which is properly completed. Also, since TestAmerica invoices its clients only upon completion of the work, retainage is not appropriate. TestAmerica would have no way of knowing when the entire project is complete, and would not have notice of when to request any retainage previously withheld. In addition, TestAmerica will provide credit terms to our clients following a review of financial strength and payment history. We reserve the right to charge interest on payments which are not compliant with the approved payment terms. Therefore, we propose that the last sentence of this section be deleted in its entirety, and that the 2<sup>nd</sup> sentence be revised as follows:

*“KEMRON will pay Subcontractor the approved invoice amount within 15 days following receipt of payment from Owner, but no later than 45 days from the date of Subcontractor’s properly prepared invoice. All overdue payments are subject to an additional interest and service charge of one and one half percent (1.5%) (or the maximum rate permissible by law, whichever is lesser) per month or portion thereof from the due date until the date of payment.”*

And the following be added at the end of the 4<sup>th</sup> sentence:

*“...,but no later than 45 days from the date of Subcontractor’s properly prepared invoice.”*

Section 3.10 Insurance: The policy limits for the auto insurance and commercial general liability insurance are higher than our standard policy limits. Our policy limit for Automobile coverage is \$1,000,000 and \$1,000,000 per occurrence, \$2,000,000 aggregate for general liability. Given the anticipated scope of work for the analytical portion of the project and we will not be on the client’s site, these limits should be adequate. We propose that the contract requirements be revised accordingly.

Section 6.1 Failure of Performance: TestAmerica must have an opportunity to begin to cure any alleged default before termination. We propose that the 1<sup>st</sup> sentence be revised as follows:

*If Subcontractor fails to correct, or not substantially begin to correct contractual deficiencies within three working days...”*

Section 6.3 Damages for Default: TestAmerica cannot accept the potential for unlimited damages in any project. Since we cannot incorporate the risk of such unforeseeable damages into our prices, we propose that the phrase ‘including consequential damages’ be deleted from this section.

Section 6.4: TestAmerica prefers to have the right to terminate a contract with appropriate notice, in the unlikely event that further performance becomes untenable. Since there is usually a right to turn down a particular sampling event if the lab is overcommitted and unable to schedule the analyses in order to meet holding times, the right to terminate the contract itself should not present a hardship given appropriate notice. We request that the following be added at the end of this section:

*This agreement may also be terminated by Subcontractor upon 30 days notice.*

Section 7.5: Some states have recently begun charging sales tax for services such as those TestAmerica provides. TestAmerica does not include sales taxes in its quoted prices. In the event that such taxes apply, sales taxes will be separately stated on invoices, and added to the price of services. We propose that the following be added to this section:

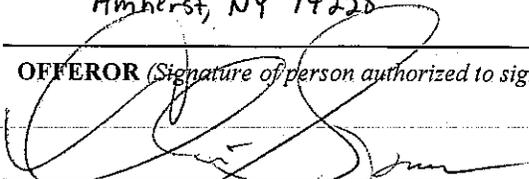
*Applicable sales tax will be added to invoices where required by law.*



**Attachment E - CERTIFICATION OF A COMPLIANT DRUG POLICY**

Pursuant to KEMRON'S policy and as a condition of award of a subcontract, Subcontractor must have in place and enforce a drug policy that is at least as stringent as KEMRON's drug policy requirements.

Subcontractor hereby certifies that it has adopted and agrees to implement at all times during the term of any subcontract awarded to Subcontractor by KEMRON a policy that meets or exceeds KEMRON'S minimum standards for Drug Free Workplace Program.

<b>NAME AND ADDRESS OF OFFEROR</b> TestAmerica Laboratories, Inc. 10 Hazelwood Drive Amherst, NY 14228	<b>NAME OF SIGNER</b> Chris Spencer
	<b>TITLE OF SIGNER</b> Lab Director
<b>OFFEROR</b> (Signature of person authorized to sign) 	<b>DATE</b> 9/13/11

**Attachment F - CERTIFICATE OF TRAINING,  
MEDICAL & SAFETY REQUIREMENTS**

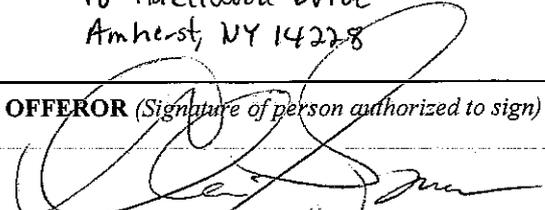
The Offeror hereby certifies that the Offeror's employees who will be engaged in work on or near the project that requires respirator use, including but not limited to hazardous waste, asbestos or lead, meet the requirements of 29 CFR 1910.120/1926.65 (hazardous waste), 29 CFR 1910.1001/1926.1101 (asbestos), 29 CFR 1910.1025/1926.62 (lead). The Offeror also certifies that Offeror's employees will meet the provisions of American National Standards Institute Standard Z88.2 for training, medical surveillance, and respiratory protection. These requirements include, but are not limited to, the following items:

1. The Offeror's employees have been examined by a licensed physician within the last 12 months and have been determined to be physically able to perform the Work, and use the respiratory and other protective equipment required for this assignment;
2. The employees have received health and safety training for working in environments with known and unknown hazards;
3. The Offeror has established and is maintaining a respiratory protection program that complies with the provision of 29 CFR 1910.134; and
4. The Offeror maintains appropriate surveillance of the work area conditions and degree of employee exposure or stress.

The Offeror further certifies that only respirators approved or accepted by NIOSH/MSHA will be used by the Offeror's employees; that each of the Offeror's employees has been properly fitted to the respirators provided by the Offeror, including a test of the face-to-face piece seal; that the Offeror has provided its employees with written procedures covering safe use of respirators in dangerous atmospheres; and that the Offeror has established a program for inspection, maintenance, and care of the respirators.

The Offeror further certifies that all workers engaged on the project in handling or managing hazardous waste as defined in 40 CFR 261, are trained and certified as required under 40 CFR 262.34 and 265.16 and workers engaged in handling or otherwise preparing hazardous waste and hazardous materials for transportation are trained and certified as required under 49 CFR 172.704.

The Offer agrees to submit to KEMRON applicable certifications and records demonstrating compliance prior to starting work if requested.

<p><b>NAME AND ADDRESS OF OFFEROR</b> TestAmerica Laboratories, Inc. 10 Hazelwood Drive Amherst, NY 14228</p>	<p><b>NAME OF SIGNER</b> Chris Spencer</p>
<p><b>OFFEROR</b> <i>(Signature of person authorized to sign)</i></p> 	<p><b>TITLE OF SIGNER</b> Lab Director</p> <hr/> <p><b>DATE</b> 9/11/13</p>



Attachment G - RESPONSIBILITY DETERMINATION CERTIFICATION

**Safety Data**

Does your firm have a Standard Operating Procedure for Safety?  Yes  No

Does your firm have a Policy Letter dealing with Safety?  Yes  No

What was your accident rate for last year? IIR: 1.49 EMR: 1.04

What was your accident rate for this year? IIR: 1.89 EMR: 0.85

Has your firm, in the last three years, received a Notice of Violation from:

OSHA (or state and local equivalent)  Yes  No  
 DOL (or state and local equivalent)  Yes  No  
 EPA (or state and local equivalent)  Yes  No  
 DOT (or state and local equivalent)  Yes  No

If yes to any of the above entities, please explain.

see attached

**Quality Control Data**

Does your firm have a Standard Operating Procedure for Quality Control?  Yes  No

Does your firm have a Policy Letter dealing with Quality Control?  Yes  No

**Past Performance Data**

Please provide the following data for three projects for similar work performed within the past 12 months.

	1	2	3
Customer	Cataraugus Co, NY	NYSDEC	West Valley Env. Services
Contact	Linda M Andrew	Andrea Indelfrasto	Mike Peral
Phone Number	716-938-9170	518-482-9710	716-942-4466
Total Contract Value	\$30K/year	\$500K/year	\$40K/year

Have you previously worked with KEMRON?  Prime  Subcontractor

Identify project name(s): Brewer Goldmine/Thermal Treatability Study

Years in business under your present business name? 6

Years' experience in the type of work involved in Exhibit I:  Prime  36 Subcontractor

Have you ever failed to complete any work awarded to you?  Yes  No

If yes, where and why?

**TestAmerica Laboratories, Inc. – Past Three (3) Years:**

Other Agency Violations:

Date of Occurrence	Date of Notice	Entity	Agency Involved	Nature of Action	Settlement / Remedies / Outcome	Date Settled
	2/16/2011	TestAmerica Laboratories, Inc., 5102 Laroche Avenue, Savannah, GA 31404 EIN 23-2919996	GA DNR	Notice of Violation: Failure to properly label certain hazardous waste accumulation containers.	Satisfactorily corrected; no fine.	3/17/2011
2010	3/17/2011	TestAmerica Laboratories, Inc. 301 Alpha Dr. Pittsburgh, PA 15238 EIN 23-2919996	Allegheny Co Sanitation Dist	Notice of Violation: Sewer effluent out of compliance; late response with corrective action.	Resampling demonstrated compliance after corrective actions. Fine of \$2355	5/2/2011
11/19/2010	7/26/2011	TestAmerica Laboratories, Inc. 1220 Quarry Lane, Pleasanton, CA 94566 EIN: 23-2919996	US EPA	Notice of Violation: Inadequate labeling and storage of hazardous wastes under RCRA; no documentation of training requirements for Haz Waste Manager.	Corrective Actions completed. No penalty.	8/24/2011
	10/27/2011	TestAmerica Laboratories, Inc., 10 Hazelwood Dr., Amherst, NY 14228 EIN 23-2919996	US EPA	Civil penalty for self-disclosure of erroneously identified PCB waste manifested for destruction.	Civil penalty of \$3,195. EPA accepted corrective action.	11/9/2011
4/23/2012	6/12/2012	TestAmerica Laboratories, Inc., 10 Hazelwood Dr., Amherst, NY 14228 EIN 23-2919996	Town of Amherst	Notice of Violation: monitoring results showed level of PCBs in sewer discharge exceeded allowed amount.	No fine, but corrective actions were completed and continued monitoring is required.	6/12/2012

On a typical project, what percent of the work is completed by:

Own Forces: 99 Subcontract: <1%

Please provide names and addresses for all subcontractors or suppliers you plan to use on this job.

None

**Schedule:**

In the last three years has your firm:

Failed to meet a contract milestone or completion date	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Been issued a cure notice	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Been terminated for default	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Been assessed Stipulated or Liquidated Damages	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

If you answered yes to any of the above questions, please detail the circumstances:

Some contracts contain liquidated damages for late delivery of results.  
Test America has incurred such charges occasionally due to overcapacity or errors  
in handling. Where lab errors compromise the usability of the testing results,  
Test America has reimbursed clients for the cost of re-sampling.  
Any facts or circumstances that may adversely affect the schedule?  Yes  No

If yes, please explain:

\_\_\_\_\_

Have you, in the last 3 years, been reported to the Better Business Bureau?  Yes  No

**Equipment Availability:**

Equipment is owned and available to perform the work in Exhibit I:  Yes  No

If no, please detail your plan to obtain them: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Financial Capability/Accountability:**

Please provide your annual revenue for the last three years:

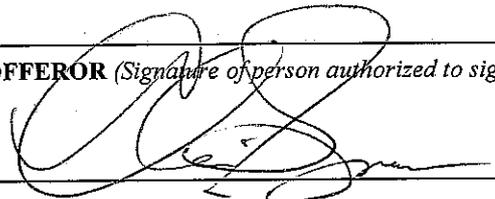
2012: \$ 277.5M 2011: \$ 247.8M 2010: \$ 236.2M

Location where financial records are kept: 4101 Shattel St. N.W., North Canton, OH 44720

Accounting system capable of segregating and retaining costs, if required?  Yes  No

In the past three years has your firm been unable to complete a contract according to the prescribed scope and schedule due to working capital or cash flow constraints?  Yes  No

I hereby certify that the information provided in this form is correct and current. I understand that falsification of any of this information is grounds for immediate termination of any subcontract with KEMRON.

<b>NAME AND ADDRESS OF OFFEROR</b>	<b>NAME OF SIGNER</b>
<u>Test America Laboratories, Inc</u>	<u>Chris Spencer</u>
<b>OFFEROR</b> <i>(Signature of person authorized to sign)</i>	<b>TITLE OF SIGNER</b>
	<u>Lab Director</u>
	<b>DATE</b> <u>9/11/13</u>