

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER DCA REQ0015694 DTSC 15-T4027
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Department of Consumer Affairs, Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation

CONTRACTOR'S NAME

Department of Toxic Substances Control

2. The term of this Agreement is:

August 1, 2015 or upon approval (whichever occurs later) through June 30, 2016

3. The maximum amount of this Agreement is:

\$15,000.00
(fifteen thousand dollars and zero cents)

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

Exhibit A – Scope of Work	2 page(s)	
Exhibit A, Attachment 1 – DTSC Test Sample Submittal Form	1 page(s)	
Exhibit B – Budget Detail and Payment Provisions	2 page(s)	
Exhibit C* – General Terms and Conditions	GIA 610 (Number)	6/9/2010 (Dated)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx

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

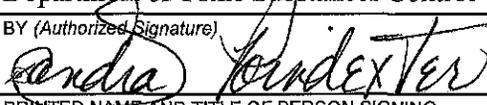
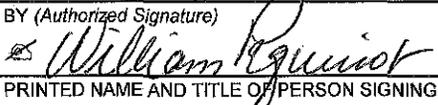
CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Department of Toxic Substances Control		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 9/15/15	
PRINTED NAME AND TITLE OF PERSON SIGNING Sandra Poindexter, Procurement and Contracting Officer		
ADDRESS 1001 I Street, 21 st Floor Sacramento, CA 95812		
STATE OF CALIFORNIA		
AGENCY NAME Department of Consumer Affairs, Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED (Do not type) 9/21/2015	
PRINTED NAME AND TITLE OF PERSON SIGNING William Pequinot, Contract Operations Manager		
ADDRESS 1625 N. Market Blvd., Suite S-103 Sacramento, CA 95834		

EXHIBIT A

SCOPE OF WORK

1. This Agreement is entered into by and between the Department of Consumer Affairs, Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation (BEARHFTI) and the Department of Toxic Substances Control (DTSC), for the purpose of DTSC to provide BEARHFTI added flame retardant chemical testing as described herein.
2. The services shall be performed at DTSC's Environmental Chemistry Laboratory located at 700 Heinz Avenue, Suite 150, Berkeley CA 94710-2721
3. The services shall be performed during normal working hours of 8:00a.m. to 5:00p.m., Monday through Friday, Pacific Standard Time, excluding State holidays.
4. The project coordinators during the term of this agreement will be:

Department of Consumer Affairs
BEARHFTI

Name: Carrie Cathalifaud
Phone: (916) 999-2056
Fax: (916) 921-0545
Email: carrie.cathalifaud@dca.ca.gov

Department of Toxic Substances Control
Environmental Chemistry Branch

Name: Myrto Petreas
Phone: (510) 540-3624
Fax: (510) 540-2305
Email: myrto.petreas@dtsc.ca.gov

Direct all agreement inquiries to:

Department of Consumers Affairs

Attention: Nicole Gottardo
Address: 1625 N Market Blvd. S-103
Sacramento, CA 95834
Phone: (916) 574-7269
Fax: (916) 574-8658
Email: nicole.gottardo@dca.ca.gov

Department of Toxic Substances Control

Name: Sina Kahsai
Address: 1001 I St, 21st Floor, P.O. Box 806
Sacramento, CA 95812-0806
Phone: (916) 327-1199
Fax: (916) 322-0274
Email: sina.kahsai@dtsc.ca.gov

5. The DTSC agrees to perform, upon receipt of covered product samples, testing using specifications outlined herein and as provided on the DTSC's Internet Web site.

The DTSC agrees to post on its Internet Web site the Standard Operating Procedures (SOPs) it will use to perform testing. The SOPs will include sample preparation and analysis steps, precision and accuracy documentation and validation documentation.

The services provided pursuant to this contract are intended to fulfill BEARHFTI and DTSC responsibilities specified in California Business and Professions Code section 19094, added by Senate Bill 1019 (Leno, Chapter 862, Statutes of 2014).

- A. Consultation and Planning: Pursuant to California Business and Professions Code section 19094(c)(3)(D), the BEARHFTI and DTSC met July 30, 2015 to select samples for testing and to discuss the number of tests to conduct in Fiscal Year 2015/2016. Samples must come from covered products marked "contain NO added flame retardant chemicals" and parties must take into account a range of manufacturers and types of covered products.

- B. BEARHFTI Sample Preparation and Shipment: The BEARHFTI will select and submit to the DTSC a single shipment of samples of covered products on a quarterly basis. Samples will be 10 grams to 100 grams in weight depending on sample availability. Each sample will be wrapped in heavy duty aluminum foil and then placed in a Ziploc Bag. Samples will be coded with an identification number by the BEARHFTI and no additional identifying information should be on, or with, the sample and no additional identification information will be submitted to the DTSC.

A DTSC Sample Submittal Form will accompany all samples (Exhibit A, Attachment 1). BEARHFTI will ship samples, FedEx, to the DTSC's Environmental Chemistry Laboratory (ECL):

700 Heinz Avenue, Suite 150
Berkeley, CA 94710-2721
Phone: (510) 540-3003
Fax: (510) 540-3615

- C. Chain of Custody: Both BEARHFTI and DTSC shall follow their respective chain of custody policies and procedures.
- D. DTSC Handling and Testing: Upon receipt of samples, DTSC's authorized personnel will review the shipment and complete the blank portions of the DTSC Test Sample Submittal Form. Sample information will then be entered into the Laboratory Information Management System and an ECL ID Number will be issued. Samples will remain under chain-of-custody in a secure part of ECL until all analyses have been completed and reports submitted to the BEARHFTI.

Samples will be tested for classes of flame retardants using a battery of techniques that range from elemental screening by x-ray fluorescence and/or inductively coupled plasma to confirmatory analysis for specific flame retardants by gas and liquid chromatography coupled to mass spectrometry. DTSC will not subcontract any duties associated with this Agreement.

- E. Results and Reporting: If any flame retardant is found at concentrations above 1,000 parts per million in a quantitative analytical test, no more analyses will be performed for additional classes of flame retardants in the same sample. DTSC's analytical report to the BEARHFTI will show, for each sample, the concentrations for the flame retardants tested while chemicals not tested for will be indicated as "Not Analyzed, or NA".

DTSC will complete analyses and submit results within three (3) months of sample receipt. If the report will not be completed within that time period due to resource issues or other technical difficulties, the DTSC will notify the BEARHFTI immediately.

DTSC will mail, at DTSC's expense, an originally signed report along with the DTSC Sample Submittal Form to the BEARHFTI. An emailed "soft copy" of the report will be sent, when possible, by DTSC.

- F. Liaison and Enforcement: DTSC will designate a liaison that BEARHFTI can refer manufacturers to when questions arise over testing performed by DTSC. In addition, in the event an enforcement action results in a hearing, DTSC will make appropriate personnel available to provide testimony.
- G. Development of Future Agreements: BEARHFTI and DTSC envision renewing this agreement annually each fiscal year, as long as California Business and Professions Code section 19094 requires the testing described herein. As part of the renewal process, BEARHFTI and DTSC will coordinate any changes in testing protocols and disclose such changes by May 1, 2016, prior to adopting the successor to this agreement on July 1, 2016.

EXHIBIT A
Attachment 1

DTSC Test Sample Submittal Form

Analysis No.: _____ **Contract No.:** _____

Contract Laboratory Location:

Name: California Department of Toxic Substances Control

Attention: Myrto Petreas, Ph.D., MPH,
Chief, Environmental Chemistry Branch

Address: 700 Heinz Avenue, Suite #150
Berkley, CA 94710

Phone: (510) 540-3624

Date sample shipped out to test lab: _____

Date sample received at test lab: _____ Received by: _____

I certify that the sample was received with the seal unbroken: _____

Item Shipped: _____

Product Description: _____

CR No. _____ SR No. _____

Tests to be performed:

Flame retardant chemical analysis

Submit test report to: Carrie Cathalifaud
4244 South Market Court, Ste. D
Sacramento, CA 95834-1243
Email: Carrie.Cathalifaud@dca.ca.gov

Note: Please include the original of this submittal form with your test report.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **INVOICING AND PAYMENT:** For services satisfactorily rendered and upon receipt and approval of the invoices, the BEARHFTI agrees to compensate DTSC for actual expenditures incurred in accordance with the rates specified as follows:

Test for Phosphorus-containing flame retardants in a sample	\$ 750.00
Test for Bromine-containing flame retardants in a sample	\$ 750.00

Any instance where DTSC's costs will exceed \$1,500.00 per sample, prior authorization must be obtained from BEARHFTI.

Itemized invoices shall include the Agreement Number and be submitted, in triplicate, not more frequently than biannually:

Department of Consumer Affairs
Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation
Attn: Carrie Cathalifaud
Agreement Number: REQ0015694
P.O. Box 980518
West Sacramento, CA 95798-0518

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

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

3. **PAYMENT:** Costs for this Agreement shall be computed in accordance with State Administrative Manual Sections 8752 and 8752.1

Nothing herein contained shall preclude advance payments pursuant to Article 1, Chapter 2, Part 1, Division 3, Title 2 of the Government Code of the State of California.

4. **NON-PAYMENT CLAUSE:** Pursuant to the Government Code Section 11255, departments that provide services to another department may recover outstanding receivables by initiating a Transaction Request with the State Controller's Office (SCO) to transfer funds from the debtor

department. The option shall be used on a limited basis and only when the following conditions are met: 1) the invoice was not paid by the requested due date; 2) non-payment provisions are included in the interagency agreement between the departments; 3) the invoice has not been disputed; and 4) a 30-day notice has been provided to the debtor department that a transfer of funds will be initiated for non-payment.

5. FISCAL YEAR BREAKDOWN:

The following was determined at the BEARHFTI and DTSC annual consultation meeting required pursuant to California Business and Professions Code Section 19094(c)(3)(D).

(August 1, 2015 or upon approval through June 30, 2016)

Added Flame Retardant Chemical Testing	\$1,500.00 per sample	x	Ten (10) Samples	\$15,000.00
Total for One (1) Year Term				\$15,000.00