



California Integrated Waste Management Board



Alan C. Lloyd, Ph.D.
*Secretary for
Environmental
Protection*

Rosario Marin, Chair
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Mailing Address: P. O. Box 4025, Sacramento, CA 95812-4025
www.ciwmb.ca.gov

Arnold Schwarzenegger
Governor

March 31, 2005

To: All Prospective Proposers

Subject: National Product Stewardship Dialog IWM04047

Enclosed is a copy of the Request for Proposal (RFP) for the "National Product Stewardship Dialog Contract, IWM04047" for the California Integrated Waste Management Board.

The deadline for the submittal of all proposals is **Wednesday, April 20, 2005 at 2:00 p.m.** All proposals delivered on the day of the deadline must be **received (NOT POSTMARKED)** at the Environmental Services Center at the California Environmental Protection Agency's headquarters building located at 1001 "I" Street, Sacramento, CA. Mailed proposals shall be sent to the above street address. All submissions must clearly note, "**Response to RFP IWM04047—Mailroom Do Not Open.**"

If a proposal is received after **2:00 p.m. on April 20, 2005** the proposal will be returned unopened.

If there are any questions regarding this RFP please contact me at (916) 341-6105.

Sincerely,

{Original Signed By}

Carol Baker
Contract Analyst
Administrative Services Branch

Attachments

Completion Checklist for
National Product Stewardship Dialog
IWM04047

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

I. Please note that if any of the following items are missing from the Proposal Package, the submittal will be deemed non-responsive and disqualified from further consideration in the competitive bidding process:

- _____ Signed cover letter on company letterhead
- _____ One (1) unbound reproducible original Proposal marked "original"
- _____ Three (3) additional, bound copies of Proposal
- _____ Attachment H, Client References
- _____ Resumes of key personnel
- _____ Four (4) Samples of Written Work (see Section II, Subsection L)
- _____ Written Certification concerning Electronic Waste Recycling
- _____ Attachment A Cost Proposal Sheet *Budget Expenditure by Task* (Signed)
- _____ Attachment A-1 Cost Proposal Sheet *Budget Expenditure by Category*
- _____ Attachment B, Proposal Scoring Sheet
- _____ Attachment C, Contractor Certification
- _____ Attachment D, Contractor Status Form
- _____ Attachment E, SB/DVBE Participation Summary **and/or** Attachment F, Demonstration of Good Faith Efforts
- _____ Documentation attesting to the content of the paper used to print this Proposal Package, i.e. packaging or ream label showing at least 30% PC

II. The following forms are not required at the time of the proposal submission but will be required by the successful contractor during the contract period:

- _____ Attachment K, Recycled Content Certification

IV. The following forms are not mandatory and should only be submitted if applicable:

- _____ Attachment H, Target Area Contract Participation Act (TACPA) Request
- _____ Attachment I, Enterprise Zone Act (EZA) Preference Request
- _____ Attachment J, Local Agency Military Base Recovery Area (LAMBRA) Preference Request

STATE OF CALIFORNIA



INTEGRATED
WASTE
MANAGEMENT
BOARD

REQUEST FOR PROPOSAL – SECONDARY (RFP-S)

National Product Stewardship Dialog IWM04047

California Integrated Waste Management Board
1001 "I" Street
Sacramento, California 95814

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**CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD
NATIONAL PRODUCT STEWARDSHIP DIALOG
REQUEST FOR PROPOSAL
IWM04047**

**SECTION I
INTRODUCTION**

The California Integrated Waste Management Board (hereinafter referred to as "Board" or CIWMB) is the primary agency responsible for non-hazardous waste management in the State of California. Its Strategic Plan, located at <http://www.ciwmb.ca.gov/BoardInfo/StrategicPlan/2001/>, describes the CIWMB's approach to diverting materials from California's landfills. Additionally, the CIWMB prepares a Five-Year Plan for the Waste Tire Recycling Management Program: <http://www.ciwmb.ca.gov/Tires/FiveYearPlan/2005/>.

Every state in our nation is faced with the challenge of diverting or safely managing millions of waste tires generated each year. Markets for waste tires are not sufficient to keep pace with the annual generation rate. Growing stockpiles of tires create fire hazards, environmental threats, and serious health nuisances. Accordingly, state and local government agencies often rank tires as one of their top waste management priorities.

The federal government and many states, including California, promote various tire management efforts. These independent and uncoordinated efforts have not been successful in achieving meaningful progress on tire management issues. Coordinating tire management efforts under a national product stewardship umbrella will provide greater opportunities to leverage the resources of several state and federal government entities and enable tire manufacturers to have a consistent approach to tire management across the nation.

The objective of this Scope Of Work (SOW) is to engage key stakeholders involved in the manufacture, sale, use, and disposal of tires, to find collaborative solutions, on a national basis, that would ultimately result in the reduction of tire disposal in landfills. California will provide the much-needed leadership for the collaborative effort and will, in conjunction with the Contractor, recruit participants including: the US EPA, other state governments, auto manufacturers, tire manufacturers, crumb rubber manufacturers, major fleet operators (USPS, courier services, etc.), the environmental community, and others.

The Contractor will facilitate the development of realistic national product stewardship goals. The resulting goals and stakeholder dialog will target solutions for source reduction, reuse, and recycling of tires. These solutions could include increased recycled content, rolling resistance, tire longevity, smart tire technology and other similar items. The Contractor will develop a structure that will provide for a sustained collaborative effort beyond the term of this contract. The structure should facilitate collaboration on areas such as contracted research and testing on specific topics rather than the government and industry conducting their own efforts.

The Scope of Work in this RFP consists of three parts. Parts II and III are subject to CIWMB approval, satisfactory completion or progress and CIWMB approval of all Part I activities and participation by a significant majority of the key national stakeholders, including but not limited to: the US Environmental Protection Agency, state governments, auto manufacturers, tire manufacturers, crumb rubber manufacturers, major fleet operators (USPS, courier services, etc.), the environmental community, and others.

Part I is the development of a White Paper on a National Product Stewardship Dialog, developing a sustainable organizational structure and achieving active participation by a significant majority of stakeholders that affect tire management on an national level. Parts II and III may be added at the sole discretion of the CIWMB based on mutually agreed upon activities and compensation and would be reflected in a subsequent written amendment. Part II may (a) identify various opportunities to develop or expand markets for tire-derived products by examining the international marketplace, (b) identify existing products which can be produced in the United States, (c) identify any potential barriers and viable solutions to overcoming those barriers, and (d) work with participants to overcome those barriers. Part III may (a) identify (using existing studies, reports and available information) emerging and innovative technologies that, if given government and investor support, could significantly impact the management of tires in the United States, (b) identify possible sources of funding (federal and state governments, tire manufacturers and investors) for research and/or development of those technologies, and (c) develop an action plan and work with stakeholders to bring these technologies to fruition.

A. GENERAL INFORMATION

Interested parties may obtain a Request for Proposal solicitation package by downloading it from the CIWMB Contracts website at: <http://www.ciwmb.ca.gov/contracts> or by submitting a written request to:

Contracts Unit
Business Administration Office
California Integrated Waste Management Board
1001 I Street, MS-7
PO Box 4025
Sacramento, CA 95812-4025
FAX: (916) 319-7582
E-mail: contracts@ciwmb.ca.gov

All proposals must be received at the above office no later than **2:00 p.m. on Wednesday, April 20, 2005**. Proposals received after that time will not be considered and will be returned unopened. Each proposal must be sealed and the envelope must be clearly marked with the name of the Proposer and the words **“Response to RFP IWM04047—Mailroom do not open.”**

This RFP and the successful Proposer’s response will be made a part of any contract awarded from this RFP.

The Board reserves the right to accept or reject any or all proposals.

B. SCHEDULE

This RFP will be conducted according to the following tentative schedule. This tentative schedule may be altered at any time at the discretion of the Board.

Advertisement Date/RFP Solicitation Package Released.....	March 31, 2005
All Written Questions must be received by 5:00 PM.....	April 6, 2005
Proposals Must Be Received by 2:00 PM.....	April 20, 2005
Post Notice of Intent to Award.....	April 29, 2005

C. SUBMITTAL OF PROPOSAL

If you desire to submit a proposal in response to this solicitation, the Board will require one (1) unbound, reproducible original, and three (3) additional bound copies. All documents must be submitted double-sided on paper with a minimum of 30% post-consumer recycled content fiber.

A cover letter must be included with the Proposal Package and must be signed by an individual who is authorized to contractually bind the Proposer. The cover letter must be printed on business letterhead and must contain the following information:

1. Name and address of the Proposer;
2. Name, telephone number, and e-mail address of a contact person;
3. Name, title, address, telephone number, and e-mail address of the individual(s) with authority to execute a binding agreement on behalf of the Proposer;
4. A statement declaring that the Proposer is eligible to contract with the State of California pursuant to statutory requirements as identified in **Section III, Subsection A**, California Taxpayer And Shareholder Protection Act Of 2003;

Please read the entire contents and all attachments carefully. If you desire to submit a proposal in response to this solicitation, please refer to the completion checklist to ensure that all required and/or applicable documents are submitted.

SECTION II

RULES AND CONDITIONS

A. GENERAL INFORMATION

The competitive bid process being used for this procurement of services is known as a Secondary Request for Proposal (RFP). Award of the contract will be to the highest scored responsible Proposer whose proposal complies with all requirements as described in this Request for Proposal. Proposals may be rejected if they are not properly completed or show any alteration of the form, additions not called for, conditional proposals, incomplete proposals, erasures, or irregularities of any kind.

The term of the agreement to be awarded under this RFP will be for approximately 48 months (19 months for Part I and 29 months for Parts II and III). Part I is expected to begin approximately June 2005 and end December 2006. Parts II and III may begin prior to the end of the Part I term and will end May 2009. Actual work on the agreement shall not begin until written notification is received from the Board.

B. BUDGETED FUNDS AND PAYMENT WITHHOLDING

There is a maximum budget of \$250,000.00 (Two hundred and fifty thousand) to be awarded under this solicitation process. The budget for Part I is \$100,000 with additional funding of \$75,000 each for Part II and Part III. Funding for Parts II and III are subject to CIWMB approval and satisfactory progress or completion of Part I. This figure is based on all out-of-pocket costs, reimbursements, service fees, and all other costs related to the performance of this contract, with a ceiling on the total contract amount.

The provisions for payment under this contract will be subject to a 10% withholding per task. The withheld payment will be included in the final payment and will be released only when all required work has been completed to the satisfaction of the Board.

C. PERFORMANCE PENALTIES

The selected contractor under this agreement will be subject to a performance penalty if required deliverables are not submitted by the due dates as outlined in **Section VII, Scope of Work**. The penalty will be equivalent to 5% of the budgeted amount for each task not completed in the required timeframe.

Task 4 as outlined in **Section VII, Scope of Work** requires obtaining consensus/commitment from key stakeholders that affect tire management on a national level. A successful National Product Stewardship Dialog requires active participation by a significant majority of the key stakeholders. Therefore, if after nine months from the start of this agreement (the approximate time allowed to complete Tasks 1-4), the selected contractor is unable to achieve active participation by a significant majority of the key stakeholders, as determined by the CIWMB Contract Manager, the contract will be terminated.

D. PROPOSAL PACKAGE AND CONTENT

An original plus three (3) copies of the entire Proposal Package, including the Cost Proposal Sheet, must be submitted in a sealed envelope marked with the Proposer's name, address, and the RFP number (IWM04047). The original shall be unbound and clearly marked "ORIGINAL".

The Board will determine the highest qualified Proposers based on the scores achieved on the Proposal Package, as outlined in the Proposal Scoring Sheet (**Attachment B**). The Proposal Package is comprised of two parts: 1) the Proposal, and 2) the Cost Proposal Sheet (which includes the Budget Expenditure by Task and Budget Expenditure by Category sheets).

These two parts of the Proposal Package shall include the following information:

1. Proposal

- a. Table of Contents - Information organized and formatted as presented in the RFP and with corresponding page references.
- b. Summary - The Proposer will include a brief overview of the project, summarizing the Proposer's approach to the work.
- c. Description of Organization - Provide a brief description of the organization's services and activities, when the business was established, history and location. The Proposer must demonstrate that there is no conflict of interest between existing client relationships and the ability to fully and vigorously represent the Board. Client relationships that could potentially be a conflict of interest must be listed.
- d. Methodology - The methods to be employed by the Proposer to accomplish the project objectives must be described in sufficient detail to allow the Board to evaluate those methods. The prospective Proposer's responsiveness to the RFP and approach to the project will be evaluated based on the criteria identified in the Proposal Scoring Sheet, (Attachment B) and on the feasibility of completing tasks in the Scope of Work in a timely manner. The proposal will also be evaluated on the Proposer's:
 - Experience (breadth and depth) with previous product stewardship initiatives;
 - Knowledge and experience in solid waste management issues, particularly tires;
 - Successful and effective collaboration with a large number of stakeholders with diverse opinions and approaches;
 - Strategic planning and goal setting with stakeholders with varied viewpoints;
 - Effective meeting organization and management for a single location that may also include remote participation; and,
 - Demonstrated ability to work cooperatively and in a timely manner with Contract Managers, subcontractor(s) and/or other assigned personnel.
- e. Qualifications and Resources - The prospective contractor must have the experience, qualifications and resources to perform the contract. Each proposal must include a description of the management, personnel, and subcontractors the Proposer will use on the project. At minimum, the following information must be provided:
 - 1) Contract Manager - Identify one individual on the Proposer's project team who will manage the contract work. Include a thorough description of his/her experience, knowledge, and educational background that demonstrates his/her expertise to perform the activities of this RFP. The proposal must name the project manager to be employed and describe his/her experience. The selected Contractor will not substitute the project manager without prior approval of the CIWMB Contract Manager. The Proposer may name subordinate managerial staff as well.
 - 2) Personnel - The Proposer will list all personnel who will perform the activities described in the Scope of Work, including a summary of similar work, if any, performed by those personnel. Provide education, experience and expertise of each with pertinent information demonstrating their qualifications to perform the work required by this RFP. Include a statement indicating how many hours each key personnel will be assigned to the project and a list of tasks each personnel will perform. The selected Contractor will not substitute members of the project team without prior approval of the CIWMB Contract Manager.
 - 3) Subcontractors - The Proposer must list all subcontractors it intends to use on the project, if known at this time. Include resumes of subcontractor(s) key personnel. Include a list of tasks each subcontractor will perform and how many hours each subcontractor will be assigned to this project. All subcontractors used after the execution of the contract must be approved in

writing by the CIWMB Contract Manager. The Proposer will submit client references for each subcontractor (Attachment G)

- f. Samples of Written Work (See Section II, Subsection K, Qualifications) - In order to demonstrate the Proposer's ability to qualify accomplishments based on the project's goals, bidders will be required to submit three (3) representative reports of a previous product stewardship effort and one (1) representative report of recycled-content product research or emerging technology for solid waste management or recycling industries. These written samples must be similar in nature to the required deliverable(s) and its requirements as outlined in the Scope of Work for this RFP.
- g. Client References - Each Proposal Package will include a minimum of three (3) client references (Attachment G) that attest to the Proposer's qualifications to fulfill the requirements of the Scope of Work. The references will include the name and telephone number of a contact person who can be interviewed regarding the effectiveness of the Proposer's personnel and ability to complete projects on time and within budget parameters. The Board may provide and seek references in addition to the client references provided by the Proposer, as it deems necessary.

NOTE - Negative responses from references may be cause for rejection of the Proposal Package.

2. Cost Proposal Sheets

- a. The Proposor's Cost Proposal will be evaluated based on whether the cost breakdown is sufficiently detailed to determine that the proposed expenses for Part I of Section VII, Scope of Work, are reasonable as specified in the Proposal Scoring Sheet (Attachment B).
- b. Your Cost Proposal must include both the Budget Expenditure by Task (Attachment A) and Budget Expenditure by Category (Attachments A-1). Attachment A-2 is for **information only**. Attachment A-2 provides examples of expenditures for each of the nine (9) budget categories listed in Attachment A-1. These categories include:
 - (1) Salaries
 - (2) Benefits
 - (3) Travel
 - (4) Communications/Postage
 - (5) Supplies
 - (6) Services
 - (7) Equipment
 - (8) Contractual
 - (9) Indirect
- c. Attachment A must specify your total proposal cost by task for Part I of Section VII, Scope of Work. The amounts shown on Attachment A (Budget Expenditure by Task) must match the Task Totals shown on Attachment A-1 (Budget Expenditure by Category). The Grand Total must also be calculated.
- d. Attachment A-1 includes a breakdown by budget category, task, and by person(s) needed to complete the tasks. Disaggregated costs, by classification, for category (1) Salaries must be provided as shown in Attachment A-1. It is not necessary to provide disaggregated costs for the remaining categories (2)-(9). Hourly rates for any classifications to be utilized in completing Tasks 1-6, must be included as separate line items on Attachment A-1. The hourly rates you propose will be made a part of the final contract and may not be changed. The rates will apply to all subsequent tasks performed in Parts II and III of the Scope of Work. Attachment A-2 includes an example of how to complete Attachment A-1.

- e. When preparing your Cost Proposal, be sure to take into consideration the length of the project and include increases in salaries and wages, general and administrative overhead, and certified Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) commitments. All Cost Proposals shall include all applicable federal, state and other taxes, together with the cost of all permits and licenses that may be required to perform the work specified in the Scope of Work. Any travel or per diem costs associated with this proposal shall be based on the maximum rates allowable for regular state employees as established in the California Code of Regulations, Title 2, Sections 599.619 and 599.631.

E. ERRORS IN PROPOSER'S SUBMITTAL

An error in the Proposal Package may be cause for rejection of that proposal. However, the State may at its sole option retain the proposal and make certain corrections. In determining if a correction will be made, the State will consider the conformance of the proposal amount to the format and content required by the solicitation document and any unusual complexity of the format and content required by the solicitation documents. If Proposer's intent is clearly established based on review of the complete proposal submitted, the State may at its sole option correct an error based on that established intent. The State may at its sole option correct obvious clerical errors.

F. MODIFICATION OR WITHDRAWAL OF PROPOSALS

Any proposal that is received by the Board at the above address (Section I, Subsection A) may be withdrawn or modified by written request of the Proposer prior to the final filing date. However, a modified proposal must still be received at the above address, by the specified final filing date and time, in order to be considered.

A Proposer cannot withdraw a Proposal Package after the specified final filing date.

G. PROPOSER'S COST

Costs for developing proposals are entirely the responsibility of the Proposer and such costs shall not be reimbursed by the State of California. All proposals, and the contents therein, will become the property of the Board.

H. WRITTEN INQUIRES

1. Proposers seeking clarification of the requirements of this RFP must submit questions in writing to the Board's Contracts Unit. All written inquiries must be received by the date and time indicated in **Section I, Subsection B, Schedule**, regardless of postmark. If the written inquiries are faxed or e-mailed, then the time and date on the correspondence must not be later than the due date and time identified in the Schedule.
2. A summary of the Questions and Answers, if any, will be made available by issuance of addendum in accordance with the provisions of **Section II, Subsection O, Addenda**. Any addenda issued for this RFP will be available on the Board's Contract Unit's website at: www.ciwmb.ca.gov/contracts. Questions, suggestions or objections regarding the content of this RFP, including but not limited to the purpose, scope of work, etc., not submitted in writing by the deadline for questions shall be deemed waived and may not be raised at a later time.
3. Oral communications with the Board officers and employees shall be non-binding on the State and shall in no way exclude the Proposer of any obligations as set forth in this package.
4. No modifications, changes, deviations, additions, deletions or exception to the standard terms and conditions are permitted.

5. All questions or inquiries regarding this RFP must be clearly marked “**Questions Relating to RFP IWM04047**” and shall be submitted in writing to:

Contracts Unit
Business Administration Office
California Integrated Waste Management Board
PO Box 4025
Sacramento, CA 95812-4025
Fax No. (916) 319-7582
E-mail: contracts@ciwmb.ca.gov

I. ANTITRUST CLAIMS

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

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

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

J. CONFLICT OF INTEREST

In regard to current or former State employees, Contractor agrees:

- A. Current State Employees (PCC 10410):
1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
 2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
- B. Former State Employees (PCC 10411):
1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by the state agency.
 2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

K. QUALIFICATIONS (See also Section I, Subsection D, 1.f.)

The prospective contractor must have the experience, qualifications and resources to perform the work required by this Agreement. Qualifications specific to Part I of the Scope of Work are discussed above in Subsection D.1.e.. In addition to those specific qualifications, the following general qualifications pertain:

1. Technical writing: At least one person on the consulting team must demonstrate qualifications, knowledge, and experience as a research report writer and/or editor and shall be used as the report writer and/or editor of technical memoranda and report(s).
2. Samples of written work: In order to demonstrate the bidder's ability to qualify accomplishments based on the project's goals, bidders will be required to submit three (3) representative reports of a previous product stewardship effort and one (1) representative report of recycled-content product research or emerging technology for solid waste management or recycling industries.

L. USE OF CALIFORNIA WASTE TIRES

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

M. SUBCONTRACTORS

All subcontractors identified shall be experts in their respective disciplines and capable of performing the tasks for which they were hired. Subcontractors shall have extensive experience in their area of expertise, with particular emphasis on prior experience on similar programs or projects that clearly illustrate their expertise in areas essential to the Board.

If the Agreement is awarded, the successful Proposer must use the Small Business and DVBE subcontractor(s) and/or supplier(s) identified in the Small Business/DVBE Participation Summary, **Attachment E**, if submitted with the Proposal Package, unless the Contractor requests substitution in writing to the Board prior to the subcontractor performing any work and the Board approves such substitution.

N. LICENSES AND PERMITS

Where applicable, pursuant to California Business and Profession Code Section 7028.15, Contractor shall be an individual or firm licensed to do business in California. Contractor shall obtain at his/her expense all appropriate license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement. Proposer shall submit with his/her proposal:

1. Proposer's state license number,
2. License expiration date, and
3. Certification, under penalty or perjury, of accuracy of items (1) and (2) above.

Failure to provide the appropriate license(s) and permit(s), when applicable to perform this work, by the proposal opening date will be grounds for finding the proposal non-responsive.

In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide the Board with a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the Board may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

O. ADDENDA

The Board reserves the right to amend, alter or change the rules and conditions contained in the RFP prior to the deadline for submission of proposals. Addenda will be made available on the Board's Contract Unit's website at www.ciwmb.ca.gov/contracts and sent to those on the current mailing list. Subsequent addenda must be followed. The mailing list includes those who have requested a copy of this RFP, and those who submitted questions to this RFP by the deadline identified in the Schedule. If a Proposer is not certain that they have all addenda to this RFP, contact the Contracts Unit at the contact information provided in **Section I, Subsection A**, General Information.

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, it will immediately notify the State of such error in writing and request modification or clarification. If modifications to the RFP are required, they will be made by addenda as described above. The addenda will be given to all parties who have been furnished the RFP without divulging the source of the query.

P. TERMS AND CONDITIONS TO BE INCLUDED IN FINAL AGREEMENT

Every non-Interagency Agreement entered into by the CIWMB, contains the non-negotiable provisions, terms and conditions shown on the following attachments:

General Terms and Conditions (Attachment L)
Special Terms and Conditions (Attachment M)
Additional Provisions (Attachment N)

Please review these attachments carefully as they will be made a part of the final agreement.

SECTION III

MINIMUM REQUIREMENTS

A. CALIFORNIA TAXPAYER AND SHAREHOLDER PROTECTION ACT OF 2003

This solicitation and any resulting contract are subject to all requirements as set forth in Part 2 of Division 2 of the Public Contract Code Section 25111 and Section 25113 which includes, but is not limited to, providing written submission of a declaration stating that the supplier is eligible to contract with the State of California pursuant to statutory requirements. Failure of the supplier to comply with and provide information, when requested by the awarding department within the time indicated, will cause the supplier's proposal response to be considered non-responsive and their proposal will be rejected.

B. CHILD SUPPORT COMPLIANCE ACT

The Contractor acknowledges that:

- a. the Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- b. the Contractor, to the best of his knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all employees to the New Hire Registry maintained by the California Employment Development Department.

C. ELECTRONIC WASTE RECYCLING

This solicitation and any resulting contract shall be subject to all requirements as set forth in: 1) Article 10.3 (commencing with Section 25214.9) to Chapter 6.5 of Division 20 of the Health and Safety Code and Article 4 (commencing with Section 41516) to Chapter 3.5 of Part 2, and 2) Chapter 8.5 (commencing with Section 42460) to Part 3 of Division 30 of the Public Resources Code.

These requirements include but are not limited to:

1. Submission of written certification submitted with Proposer's solicitation that the supplier (or agents, subsidiaries, partners, joint ventures and subcontractors) is in compliance with the provisions of PRC Chapter 8.5, electronic waste recycling, or
2. Written certification by the Proposer at proposal submission that this Chapter is inapplicable to all lines of business engaged by the supplier, (or related agents, subsidiaries, partners, joint ventures and subcontractors). At the discretion of the CIWMB Contract Manager, Proposer may be required to demonstrate that this Chapter is inapplicable during the evaluation phase of the RFP.

Failure to comply with and provide information when requested will cause the supplier's proposal response to be considered non-responsive and their proposal will be rejected.

D. TARGET AREA CONTRACT PREFERENCE ACT (TACPA)

The Target Area Contract Preference Act (TACPA) program provides that California-based companies may be granted a preference when bidding on State agreements in excess of \$100,000 for services if the business site is located in a designated geographic area. This program is designed to stimulate business and employment in geographic areas determined to be economically distressed, with areas of high unemployment. The Department of General Services, Procurement Division, Dispute Resolution and Preference Program Section

administers this program and provides necessary resource information. Questions regarding this preference should be directed to that office at (916) 375-4609.

To qualify for this preference, 100% of the work to be performed under this contract shall be performed at a qualifying work site. The home base of the company must be in the State of California. The percentage of preference associated with the work site is a total of five percent (5%). An additional preference of one to four percent is available if the contractor agrees to perform the contract with persons with a high risk of unemployment, depending on the percentage of work force as follows:

1% Preference =	5 to 9% Hired
2% Preference =	10 to 14% Hired
3% Preference =	15 to 19% Hired
4% Preference =	20 or more % Hired

The highest preference that can be given is 9% up to \$50,000. The maximum combined preferences of TACPA plus EZA plus Small Business shall be 15% up to \$100,000.

In order for the TACPA preference to be considered, Proposer must complete the Std. 830 form (Attachment H) certifying that the contract work will be performed as specified and include the completed form with their proposal by the specified due date.

E. ENTERPRISE ZONE ACT (EZA)

The Enterprise Zone Act (EZA) program provides that California-based companies may be granted a preference when bidding on State agreements in excess of \$100,000 for services if the business site is located in designated geographic areas. This program is designed to stimulate business and employment in geographic areas determined to be economically distressed, with areas of high unemployment. The Department of General Services, Procurement Division, Dispute Resolution and Preference Program Section administers this program and provides necessary resource information. Questions regarding this preference should be directed to that office at (916) 375-4609.

100% of the contracted work to be performed under this contract shall be performed at a qualifying work site. The home base of the company must be in the State of California. The percentage of preference associated with the work site is a total of five percent (5%). An additional preference of one to four percent is available if the contractor agrees to perform the contract with persons with a high risk of unemployment, depending on the percentage of work force as follows:

1% Preference =	5 to 9% Hired
2% Preference =	10 to 14% Hired
3% Preference =	15 to 19% Hired
4% Preference =	20 or more % Hired

The highest preference that can be given is 9% up to \$50,000. The maximum combined preferences of EZA plus TACPA plus Small Business shall be 15% up to \$100,000.

In order for the EZA preference to be considered, Proposer must complete the Std. 831 form (Attachment I) certifying that the contract work will be performed as specified and include the completed form with their proposal by the specified due date.

F. LOCAL AGENCY MILITARY BASE RECOVERY AREA (LAMBRA)

Government Code Section 7118 provides that California-based companies may be granted a preference when bidding on State agreements in excess of \$100,000 for services if the business site is located in a local military base area as specified by the Trade and Commerce Agency. The Department of General Services, Procurement Division, Dispute Resolution and Preference Program Section administers this program and provides necessary resource information. Questions regarding this preference should be directed to that office at (916) 375-4609.

In order for the LAMBRA preference to be considered, Proposer must complete the Std. 832 form (**Attachment J**) certifying that the contract work will be performed as specified and include the completed form with their proposal by the specified due date.

G. SMALL BUSINESS PREFERENCE (also see Section IV, Subsection A)

State law allows certified small business (SB) firms, microbusiness (MB) firms, and non-small business firms who commit to subcontract at least twenty-five percent of the total contract amount to a certified SB/MB firm, to receive a 5% bidding preference on applicable state solicitations. The effect of the preference is to help SBs/MBs be more competitive in the proposal process, thereby enhancing state contract awards directly or indirectly to SB/MB. The preference is only used for computation purposes to determine the winning Proposer. The preference shall be five percent and will be administered as detailed in **Section V, Subsection B, Selection Process**. A non-small business which qualifies for this preference may not take an award away from a certified small business. The rules and regulations of these laws, including the definition of a small business, are contained in Title 2, California Code of Regulations, Sections 1896 *et seq.* A copy of the regulations is available upon request from the State of California, Office of Small Business and Disabled Veteran Business Enterprise Certification (OSDC).

To claim the Small Business preference, your firm must have its principal place of business located in California and must be formally certified by the OSDC. Questions regarding the preference approval should be directed to that office at (916) 375-4940.

A Proposer may claim the preference if the Proposer submits a complete application for certification to the OSDC by 5 p.m. on the final filing date of the RFP as specified in Section I, Subsection A, General Information. If you have received approval from the OSDC verifying your small business status, submit a copy of their certification approval notice with your proposal submittal. In addition, Proposer shall identify any subcontractors that are certified small businesses (**Attachment E**) and enclose a copy of their OSDC certification approval letter(s) with the proposal package.

H. NEGOTIATING STATE CONTRACTS

This solicitation and any resulting contract shall be subject to all requirements set forth in amended Public Contract Code Section 6611. The Department of General Services (DGS) may perform contract negotiation, relative to contracts for goods, services, information technology and telecommunications, if it is determined to be in the State's best interest based on meeting the criteria identified within the PCC 6611.

I. RECYCLED CONTENT

During the term of the resulting Agreement, the awarded contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of the Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354). The Recycled Content Certification form used for this purpose is provided as **Attachment K** and can also be obtained from our website at: <http://www.ciwmb.ca.gov/contracts/forms>.

J. RECYCLED-CONTENT PRODUCT PURCHASING

In the performance of the resulting Agreement, the contractor shall purchase recycled-content products as set forth in PCC §§ 12150 *et seq.*, the State Assistance for Recycling (STAR) Markets Act of 1989 (also known as the State Agency Buy Recycled Campaign). These minimum recycled-content requirements are listed on the back of the Recycled-Content Certification form (**Attachment K**). The Recycled Content Certification form can also be obtained from our website at: <http://www.ciwmb.ca.gov/contracts/forms>. For assistance in locating recycled-content products, please contact the Board's Contract Manager.

K. UNRELIABLE LIST

Any contractor currently on the CIWMB Unreliable List is ineligible to apply for this contract. Proposed subcontractors currently on the CIWMB Unreliable List are ineligible to participate in this contract.

L. USE TAX COLLECTION

This solicitation and any resulting contract shall be subject to all requirements as set forth in Section 6487, 7101 and Sections 6452.1, 6487.3, 18510 of the Revenue and Taxation Code, and Section 10295.1 of the Public Contract Code requiring suppliers to provide a copy of their reseller's permit or certification of registration and, if applicable, the permit or certification of all participating affiliates, issued by California's State Board of Equalization. Effective January 1, 2004, awarding departments must obtain, prior to award, copies of the permits or certifications from the proposed awardee. Failure of the supplier to comply by supplying the required permit or certification of registration will cause the supplier's proposal response to be considered non-responsive and their proposal rejected. Unless otherwise specified in this solicitation, a copy of the reseller's permit or certification of registration must be supplied within ten (10) days after notification of the Board's intent to award the contract to said successful Proposer.

M. PRIORITY HIRING CONSIDERATIONS IN FILLING VACANCIES

If the resulting contract will have a total contract value of \$200,000 or more, the contractor is hereby advised that it will be obligated to give priority consideration in filling vacancies in positions funded by the resulting contract to qualified recipients of aid under Welfare and Institutions Code Section 11200. This requirement shall not interfere with or require a violation of a collective bargaining agreement, a federal affirmative action obligation for hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.

SECTION IV

SMALL BUSINESS AND DISABLED VETERANS BUSINESS ENTERPRISE PARTICIPATION REQUIREMENTS

B. SMALL BUSINESS PARTICIPATION

This Agreement has participation goals of twenty-five percent (25%) of the total contract amount for qualifying small businesses. This twenty-five percent (25%) goal may be achieved by a combined effort of the Contractor and sub-contractors. Any business used to meet this requirement must be certified by or have certification pending with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Certification (OSDC). To be certified as a Small Business, a firm must have its principal place of business located in California and meet other certification criteria. Questions regarding the Small Business certification program should be directed to the OSDC at (916) 375-4400.

Attachment E must be completed and submitted with the Proposal package if the Proposer is a certified Small Business firm or if the Proposer has identified qualified Small Business firms as subcontractors. All other Proposers must complete Attachment F, Demonstration of Good Faith Efforts. A Proposer shall be deemed to have made a "good faith effort" only upon submission of the completed Demonstration of Good Faith Efforts form (Attachment F), including all required documentary evidence.

The Contractor shall be deemed to have made "good faith efforts" upon submittal of documentary evidence that all of the following actions were taken:

1. Contact was made with the Board to identify potential Small Business firms;
2. Contact was made with other State agencies (plural), including the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Certification, to identify potential Small Business firms;
3. Advertisement was published in trade papers focusing on Small Business firms unless time limits imposed by the Board preclude such advertisement. Plan Holder lists will not be considered as advertisement. Copies of each advertisement must be submitted prior to contract execution;
4. Invitations to Bid were submitted to potential Small Business firms; and
5. Available Small Business firms were considered.

Failure to include properly completed SB documentation (Attachment E and/or Attachment F) will result in disqualification from further participation in the selection process.

For the successful Proposer, SB requirements will continue for the life of the Agreement. Any commitment to DVBE participation identified in the successful Proposer's submittal may not be substituted or modified without prior written approval from the Board. The State or its designees will have the right to audit records pertaining to DVBE utilization and efforts made to comply with these DVBE requirements.

C. DISABLED VETERANS BUSINESS ENTERPRISE PARTICIPATION

As required by California Public Contract Code Section 10115, et seq. this Agreement has participation goals of three percent (3%) of the total proposal cost for Disabled Veteran Business Enterprise (DVBE). Any business used to meet the DVBE participation requirements must be certified by the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Certification (OSDC). No DVBE can be counted towards participation unless it is so certified. Questions concerning the DVBE Participation Program and certification processes should be directed to the OSDC at (916) 375-4400.

To be eligible for certification, a business must:

1. Be at least 51% owned by one or more disabled veterans;
2. Have its daily business operations managed and controlled by one or more disabled veterans (the disabled veteran(s) who manages and controls the business is not required to be the disabled veteran business owner(s)); and
3. Have its home office located in the U.S. (the home office cannot be a branch or subsidiary of a foreign corporation, foreign firm, or other foreign based business).

For certification purposes, a "disabled veteran":

1. Is a veteran of the U.S. military, naval, or air service;
2. Has a service-connected disability of at least 10% or more; and
3. Must be a California resident.

In order to be responsive, the Proposer must satisfy this DVBE participation requirement by one of the three options listed below:

1. Meet or exceed the participation goals by committing to use DVBE for not less than three percent of the contract amount, or
2. Make a good faith effort to meet the goals, or
3. Partially meet the goals **and** document the Proposer's good faith efforts to meet them completely.

Attachment E, the Small Business and Disabled Veteran Business Enterprise Participation Summary, must be completed and submitted with the Proposal package if the Proposer is a certified Disabled Veteran Business Enterprise or if the Proposer has identified qualified Disabled Veteran Business Enterprise firms as subcontractors. All other Proposers must complete **Attachment F**, Demonstration of Good Faith Efforts. A Proposer shall be deemed to have made a "good faith effort" only upon submission of the completed Demonstration of Good Faith Efforts form (**Attachment F**), including all required documentary evidence.

The Contractor shall be deemed to have made "good faith efforts" upon submittal of documentary evidence that **all** of the following actions were taken:

1. Contact was made with the Board to identify potential DVBE firms;
2. Contact was made with other State agencies (plural), including the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Certification, to identify potential DVBE firms;
3. Advertisement was published in trade papers focusing on DVBE firms unless time limits imposed by the Board preclude such advertisement. Plan Holder lists will not be considered as advertisement. Copies of each advertisement must be submitted prior to contract execution;
4. Invitations to Bid were submitted to potential DVBE firms; and
5. Available DVBE firms were considered.

Failure to include properly completed DVBE documentation (Attachment E and/or Attachment F**) will result in disqualification from further participation in the selection process.**

For the successful Proposer, DVBE requirements will continue for the life of the Agreement. Any commitment to DVBE participation identified in the successful Proposer's submittal may not be substituted or modified without prior written approval from the Board. The State or its designees will have the right to audit records pertaining to DVBE utilization and efforts made to comply with these DVBE requirements. Contractor agrees to provide verification, in a form agreed to by the state, that DVBE subcontractor participation under this agreement is in compliance with the goals specified at the time of award of contract, or with any subsequent amendment."

D. SMALL BUSINESS AND DVBE COMMERCIALY USEFUL FUNCTIONS

This solicitation and any resulting contract shall be subject to all requirements as set forth in amended: 1) Government Code Sections 14837, 14838.6, 14839, 14842, 14842.5; and 2) the Military and Veterans Code Sections 999, 999.6.

These amended code sections in part redefine the requirements to qualify as a California Certified Small Business, Microbusiness and Disabled Veteran Business Enterprise. Effective January 1, 2004, the aforementioned companies must perform a commercially useful function to be eligible for award. The bill also adds to the definition of a DVBE that the qualifying disabled veteran be "domiciled" in California. Failure of the supplier to comply with the definition and detailed requirements for providing a commercially useful function will cause the supplier's proposal response to be considered non-responsive and their proposal rejected. Contractors found to be in violation of certain provisions contained within these codes may be subject to loss of certification, penalties and contract cancellation. Additional information relating to the small business and disabled veteran business programs is available on the internet at: www.pd.dgs.ca.gov/smbus.

SECTION V

EVALUATION AND SELECTION

A. FAILURE TO FULFILL MINIMUM PROPOSAL REQUIREMENTS

To be responsive, Proposer must comply with all minimum proposal requirements set forth in Sections I, II, III, and IV. Failure to meet said minimum proposal requirements or failure to follow the instructions contained in this RFP shall be grounds for rejection. Any proposals modifying the conditions or specifications of this RFP may be rejected. Immaterial deviations may be waived by the State.

B. SELECTION PROCESS

After the period has closed for receipt of proposals, each proposal will be opened and examined to determine compliance with the Proposal Package requirements as identified on the Completion Checklist. If a proposal package does not meet all the requirements, it will be considered non-responsive and rejected from further competition.

Proposals that meet the requirements above are submitted to the Evaluation and Selection Committee, which will evaluate and score each proposal. The Evaluation and Selection Committee identifies those proposals that meet or exceed the required minimum technical points based on the established Proposal Scoring Sheet (Attachment B).

The Proposal Scoring Sheet (Attachment B) includes a cost scoring component. The Grand Total as submitted on Attachment A is adjusted for applicable small business, TACPA, EZA and LAMBRA preferences (Section III, Subsections D, E, F and G). The proposal with the lowest (adjusted) Grand Total will then receive 80 points for the "Cost of Proposal", Item (11) on the Proposal Scoring Sheet (Attachment B). Other Proposers' "Cost of Proposal" points will be scored on the basis of the least cost proposal in the following manner:

(Grand Total of least cost proposal) / (Grand Total of Proposer) X 80 pts="Cost of Proposal" Pts

These points are then transferred to the Proposal Scoring Sheet, Cost of Proposal, Item (11) for each respective Proposer.

Interviews may be requested for clarification of those proposals that passed the minimum technical points. If interviews are held, Proposer's will be notified in advance in writing. Said interviews may occur at any time during the proposal evaluation process. The purpose of the interviews is for clarification only. No Proposer will be allowed to alter his/her proposal. Any attempt on the part of the Proposer to do so will result in the disqualification of that Proposer.

Once the Total points are determined for each of the Proposal Scoring Sheets, each of the Evaluation and Selection Committee Members separately rank the Proposers in order from highest to lowest, based on their final scores from the Proposal Scoring Sheet (Attachment B). The highest score receives Rank 1, the next highest score receives Rank 2 and so on. These Ranks are then submitted to the Contract Analyst who averages the Rankings for each Proposer. This method "normalizes" the scores to ensure equal weight by all Evaluation and Selection panel members.

C. GROUNDS FOR REJECTION

A Proposer shall be rejected if:

1. The proposal is received at any time after the exact time and date set for receipt of proposals.
2. The Proposal Cost is unsigned.
3. The Proposal Cost is not prepared as required by this RFP.
4. The Department of Fair Employment and Housing have decertified the Proposer from contracting with the State.

5. The Proposer has received a substantive negative contract performance evaluation from the State of California.
6. The proposal is conditional, incomplete or contains any irregularities.

All proposals may be rejected whenever the determination is made that the proposals received are not really competitive, when the cost is not reasonable, or when the cost exceeds the amount expected. No proposal may be rejected arbitrarily or without reasonable cause.

D. AWARD OF STANDARD AGREEMENT

1. Award of the subject Agreement, if awarded, shall be to the highest ranking responsible Proposer meeting all the Proposal requirements. The Board reserves the right to not award an Agreement. The Board will post a Notice of Intent to Award five (5) working days prior to the award being made. Notice of the proposed award will be posted on the California Integrated Waste Management Board's website at: www.ciwmb.ca.gov/contracts and in the Environmental Services Center at the California Environmental Protection Agency's headquarters building located at 1001 "I" Street, Sacramento, CA 95814.
2. Upon completion of the evaluation of acceptable proposals, if any Proposer is determined to be non-compliant and if the Agreement is to be awarded to another Proposer, the Board must notify the non-compliant Proposer of its' intent at least five (5) working days prior to the award being made.
3. Upon award of the agreement, Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Board's website at: www.ciwmb.ca.gov/contracts. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.
4. Proposer certifies that if awarded this contract, it shall in the performance of the contract conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.

E. PROTEST OF AWARD

If a Proposer chooses to protest the proposed award:

1. The protest must be filed with the Board and the Department of General Services (DGS) after the Notice of Intent to Award is made, but before the actual award.
2. If any Proposer, prior to the award of agreement, files a protest with the California Integrated Waste Management Board and the Department of General Services, Office of Legal Services, on the grounds that the (protesting) Proposer would have been awarded the contract had the Board correctly applied the evaluation standard in the RFP, or if the agency followed the evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter. It is suggested that you submit any protest by certified or registered mail.

- Department of General Services
Office of Legal Services
Attention: Protest Coordinator
707 Third Street, 7th Floor
West Sacramento, CA 95605
FAX: (916) 376-5088

- Integrated Waste Management Board
Contracts Unit
Business Administration Office
1001 I Street, MS-07
PO Box 4025
Sacramento, CA 95812-4025
FAX: (916) 319-7582
E-mail: contracts@ciwmb.ca.gov

3. Within five (5) days after filing the initial protest, the protesting Proposer shall file with the Department of General Services, Office of Legal Services and the California Integrated Waste Management Board, a full and complete written statement specifying the grounds for the protest. It is suggested that you submit this complete written statement by certified or registered mail. Protestants should include their fax numbers if they have one.
4. If no protest is filed with the Board or DGS within five (5) working days of the date that the Notice of Intent to Award is posted, the Agreement shall be awarded to the proposed qualified Proposer.

SECTION VI
MISCELLANEOUS

A. INFORMATION

All information obtained or produced during the course of work shall be made available to the Board for its use, as it may so be determined.

B. COMMITMENT

This RFP does not commit the Board to award an Agreement or to pay any costs incurred in preparation of a Proposal Package responding to this RFP. The Board reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source, or to cancel this RFP in whole or in part.

If the Proposer fails to enter into a satisfactory Agreement within a reasonable period of time after the award, the Board may deem the Proposer to have rejected the award. At that point, the Board may disqualify the awardee and award the Agreement to the next highest ranked Proposer. The Executive Director will determine what is a reasonable period of time for the selected Proposer to enter into the Agreement.

C. TERMINATION

The Board has the authority and express right to terminate any Agreement awarded under this RFP at any time during the term of the Agreement for any reason or if the Board finds that the Contractor's work is negligent, not satisfactory, or not in accordance with the Agreement requirements.

D. START OF WORK

Once the final Agreement awards are made, work will not begin until the Agreements are fully executed, approved by the Department of General Services and the Contractor has received written authorization from the Board.

SECTION VII

SCOPE OF WORK

I. INTRODUCTION/OBJECTIVES

The Scope of Work in this RFP consists of three parts. Parts II and III are subject to CIWMB approval, satisfactory completion or progress of all Part I activities, and satisfactory participation levels (as determined by the CIWMB Contract Manager) by a significant majority of the key national stakeholders that affect tire management on an national level, including but not limited to: the US Environmental Protection Agency, state governments, auto manufacturers, tire manufacturers, crumb rubber manufacturers, major fleet operators (USPS, courier services, etc.), the environmental community, and others. Parts II and III may be added at the sole discretion of the CIWMB based on mutually agreed upon activities and compensation and would be reflected in a subsequent written amendment.

Part I requires the development of a White Paper on a National Product Stewardship Dialog, developing a sustainable organizational structure and achieving active participation by a significant majority of stakeholders that affect tire management on an national level. Part II may (a) identify various opportunities to develop or expand markets for tire-derived products by examining the domestic and international marketplaces, (b) identifying existing products which can be produced in the United States, (c) identify any potential barriers and viable solutions to overcome those barriers, and (d) work with participants to overcome those barriers. Part III may (a) identify (using existing studies, reports and available information) emerging and innovative technologies that if given government and investor support could significantly impact the management of tires in the United States, (b) identify possible sources of funding (federal, state and investor) for research and/or develop those technologies, and (c) develop an action plan and work with stakeholders to bring these technologies to fruition.

II. WORK TO BE PERFORMED

Part I – National Product Stewardship Dialog

The Contractor will develop a work plan to facilitate a national product stewardship dialog for tires. The Contractor will obtain and review background material including: key regulatory, technical, and market information; relevant reports and publications; existing programs and efforts; and identification of key stakeholders. The Contractor will conduct telephone interviews with stakeholders regarding their perspective on critical issues and solutions along with their 5, 10, and 20 year vision for tire management.

Based on stakeholder input, the Contractor will prepare a White Paper (Paper) on establishing national product stewardship goals for tire management and a process to achieve those goals. The Paper will include: a 5, 10, and 20 year vision; critical issues and the feasibility of various solutions; and a proposed structure for the on-going collaboration of stakeholders to take the specific action steps necessary to realize the visions. The Contractor will establish and maintain a web site with information on the national dialog.

The Contractor will be responsible for all aspects related to conducting at least four one-day workshops with stakeholders to build collaboration. The Contractor will also provide support for working group activity and provide quarterly updates and semi-annual reports to the Contract Manager on results and next steps. A Final Report will be prepared by the Contractor and presented to the Special Waste Committee and the Board summarizing the process and results.

Part II – Expanding Markets for Tire-Derived Products

Opportunities exist for a variety of products currently produced outside the United States to be produced domestically. The Contractor will identify products, for which there is an existing market demand, that are made elsewhere and could be made in the United States with recycled rubber, perhaps in combination with other materials such as plastic. The contract would also identify barriers and solutions to issues such as: infrastructure, technology, testing, certification, equipment, etc. that would be necessary to bring these products to market or attract the companies currently producing the product to expand into the United States.

Part III – Emerging and Innovative Technology Development

An essential component in an effective national product stewardship dialog is the support of emerging and innovating technologies. The technologies may be instrumental in effectively managing tires. The Contractor will use existing studies, reports and available information to identify emerging and innovative technologies to assist in managing tires.

Part III may (a) identify (using existing studies, reports and available information) emerging and innovative technologies that if given government and investor support could significantly impact the management of tires in the United States, (b) identify possible sources of funding (federal and state governments, tire manufacturers and investors) for research and/or develop those technologies, and (c) develop an action plan to bring these technologies to fruition.

III. TASKS IDENTIFIED

Task 1: Develop Work Plan

- A. Conduct a review of current product stewardship efforts and their application to this project.
- B. Review and evaluate various structures to facilitate an on-going dialog and product stewardship effort.
- C. Obtain and review key regulatory, technical, and market information pertaining to tire manufacture, distribution, sale, use, and end-of-life.
- D. Perform a programmatic review of existing tire management efforts by industry and governmental entities.
- E. Perform a literature review of relevant tire reports and publications.
- F. Identify key stakeholders (industry associations, manufacturers, retailers, recyclers, other).
- G. Develop a Work Plan based on the above information.

Task 2: Discuss Critical Issues with Stakeholders

- A. Develop questions for stakeholder interviews regarding critical issues, their participation in existing tire management efforts, and their 5, 10, and 20 year vision for tire management.
- B. Conduct at least 60 one-hour individual stakeholder telephone interviews.
- C. Provide a summary of their specific interview to each stakeholder to confirm understanding of the questions and responses.
- D. Provide a summary of the interview questions and a copy of individual interviews to the Contract Manager.

Task 3: White Paper, Dialog Approach and Structure

- A. Prepare a 5, 10, and 20 year vision for tire management (if possible, based on consensus from the Board).
- B. Summarize identified critical tire management issues and the feasibility of solutions based on information from Task 1 and 2.
- C. Identify the action steps necessary to realize the vision and implement the identified solutions.
- D. Identify a structure to facilitate an on-going dialog and collaborative effort. The model should include a vehicle for collaborative research and testing on specific areas.
- E. Communicate with stakeholders as appropriate during this task.
- F. Prepare a White Paper, subject to review and edit by Contract Manager, on establishing national product stewardship goals, dialog, and collaborative structure.
- G. Establish and maintain a web site with project information.

Task 4: Stakeholder Commitment

- A. Conduct at least four one-day workshops in Sacramento (or other location agreed upon by the Contract Manager) to fully discuss the effort and develop agreement or consensus on areas of stakeholder collaboration. The Contractor will utilize various technologies (teleconferencing, Internet broadcasting, etc.) to ensure stakeholder participation.
- B. Obtain letters/memos from stakeholders agreeing to participate, areas of collaboration (contracted research and testing, working groups, etc.), and appropriate contacts within their organizations.

Task 5: Implement Action Plan

- A. Provide support for working group activity and document the results and the next steps as determined by the Contract Manager.
- B. Provide quarterly updates and semi-annual reports to the Contract Manager on results and next steps as determined by the Contract Manager.

Task 6: Final Report

- A. Prepare Draft Final Report for review by Contract Manager. The Draft Final Report will contain relevant information obtained in Tasks 1-5.
- B. If necessary, revise Draft Final Report as directed by Contract Manager.
- C. Present Draft Final Report to the Special Waste Committee and the Board.
- D. If necessary, revise the Draft Final Report as directed by the Special Waste Committee and/or the Board.

IV. CONTRACT/TASK TIME FRAME

Part I

Task	Deliverable	Due Date
1. Develop the Work Plan	Work Plan	Aug 2005
2. Discuss critical issues and existing tire management efforts with Key Stakeholders	Summary of critical issues and major efforts	Oct 2005
3. Synthesize issues and efforts into a White Paper on national product stewardship goals, dialog, and structure for sustained activities	White Paper, dialog, and structure	Jan 2006
4. Obtain consensus/commitment from key stakeholders on areas of focus	Documented commitment from stakeholders	March 2006
5. Implement collaborative dialog process	Semi-annual reports on progress	July 2006 and Jan 2007
6. Report on national dialog effort	Special Waste Committee and Board presentation of Final Report	May 2007

Parts II and III

Parts II and III are subject to CIWMB approval, satisfactory completion or progress and CIWMB approval of all Part I activities and participation by a significant majority of the key national stakeholders, including but not limited to: the US Environmental Protection Agency, state governments, auto manufacturers, tire manufacturers, crumb rubber manufacturers, major fleet operators (USPS, courier services, etc.), the environmental community, and others.

V. COPYRIGHT PROVISION

The Board shall be owner of all rights, title and interest in, but not limited to, the copyright and trademark to all Deliverables developed under this report. Contractor shall establish for the Board good title in all copyrightable and trademarkable materials developed as a result of this Scope of Work. Such title shall include exclusive copyrights and trademarks in the name of the State of California, California Integrated Waste Management Board. The Board shall grant to the Contractor a non-exclusive, royalty-free, irrevocable and non-transferable license to reproduce, prepare derivative works and distribute copies of Deliverables.

COST PROPOSAL SHEET
Budget Expenditure by Task (for Part I of the Scope of Work)
National Product Stewardship Dialog
IWM04047

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

Part I	Amount
Task 1: Develop the Work plan	\$ _____
Task 2: Discuss critical issues and existing tire management efforts with Key Stakeholders	\$ _____
Task 3: Synthesize issues and efforts into a White Paper on national product stewardship goals, dialog, and structure for sustained activities	\$ _____
Task 4: Obtain consensus/commitment from key stakeholders on areas of focus	\$ _____
Task 5: Implement collaborative dialog process	\$ _____
Task 6: Report on national dialog effort	\$ _____
Grand Total	\$ _____

The amounts shown here **must** match the Task Totals shown on Attachment A-1 (Budget Expenditure by Category).

Travel required to meet the scope of this project shall be included in the total bid. Applicable travel costs will be charged at the state approved rate and will be pre-authorized by the Board manager.

Payment will be issued upon completion of each task in accordance with the provisions outlined in Section II, Subsections B and C and upon Board staff approval of the invoice requesting payment.

Submitted By:

Company Name

Company Address

Telephone Number

Authorized Official and Title

Signature of Official

Date

COST PROPOSAL (Continued)
Budget Expenditure by Category for Part I of Scope of Work
(IMPORTANT: Hourly Rates will apply to the entire Scope of Work which includes Part I, Part II and Part III)

See Attachment A-2 for examples of expenditures to be included in each cost category. Insert additional rows for Classifications as needed.

CATEGORY			Task 1		Task 2		Task 3		Task 4		Task 5		Task 6		
Salaries (disaggregated)	Classification Title	Hourly Rate	Hours	Cost											
			X	hrs=		hrs=									
			X	hrs=		hrs=									
			X	hrs=		hrs=									
			X	hrs=		hrs=									
			X	hrs=		hrs=									
			X	hrs=		hrs=									
			X	hrs=		hrs=									
			X	hrs=		hrs=									
			X	hrs=		hrs=									
	Salary Subtotal by Task														
			↙		↙		↙		↙		↙		↙		
1. Salaries (aggregated)															
2. Benefits															
3. Travel															
4. Communication/Postage															
5. Supplies															
6. Services															
7. Equipment															
8. Contractual															
9. Indirect															
*Total by Task															

* Each Task Total **must** equal the amount identified on Attachment A (Budget Expenditure by Task).
 All invoices requesting payment shall be submitted broken down by the cost category as indicated above.
 Travel required to meet the scope of this project shall be included in the total bid. Applicable travel costs will be charged at the state-approved rate and will be pre-authorized by the CIWMB Contract Manger.

Examples of Budget Expenditures by Category

Budget Categories

Use the nine budget categories listed below for itemizing all expenditures for proposal and invoices; do not combine categories. **For your proposal you must only provide disaggregated information for Salaries category (1).** In this category (1), you must provide the hourly rate, by classification, for all permanent employees, subcontractors, temporary workers, or other assigned personnel as shown in Attachment A-1 (also see example below). **The remaining categories should be aggregated (one collective total per task).** For example, under category (3) Travel, the proposal does not need to indicate amounts for vehicle mileage, meals, lodging, etc., only the total amount allocated for Travel.)

1. Salaries
2. Benefits
3. Travel
4. Communication
5. Supplies
6. Services
7. Equipment
8. Contractual
9. Indirect

Expenditures by Category

Examples of expenditures appropriate for each budget category are listed below. These are listed for reference only and do not represent a complete listing of all possible expenditures.

1. Salaries
Provide the hourly rate for each classification of permanent employee, subcontractor, temporary worker, or other assigned personnel that will participate in the activities described in Part I of the Scope of Work (Tasks 1-6). The rates you propose are a part of the final contract and may not be changed (i.e. these rates will also apply to Parts II and III of the Scope of Work). Provide the projected hours, by Task, for each classification listed. Multiply the hourly rate by the hours projected to determine the total cost, by Task, for each classification. Sum the total costs for each classification by task to determine the amount to enter in the row for Salaries, Tasks 1-6.

CATEGORY				Task 1		Task 2		Task 3	
Salaries (disaggregated)	Class Title	Hourly Rate		Hours	Cost	Hours	Cost	Hours	Cost
	Classification X	\$15.00	X	6 hrs=	\$30.00	4 hrs=	\$60.00	10 hrs=	\$50.00
	Classification Y	\$10.00	X	2 hrs=	\$20.00	5 hrs=	\$50.00	15 hrs=	\$150.00
	Salary Subtotal by Task					\$50.00		\$110.00	
				↓		↓		↓	
1. Salaries (aggregated)				\$50.00		\$110.00		\$200.00	
2. Benefits									
3. Travel									
4. Communication/Postage									
5. Supplies									
6. Services									
7. Equipment									
8. Contractual									
9. Indirect									
Total by Task									

Budget Categories (continued)

2. Benefits
 - Social Security
 - Medicare
 - Dental Insurance
 - Health Insurance
 - Retirement
 - Worker's Compensation Policy
 - Worker's Compensation Contract
 - Industrial Disability Leave
 - Non-Industrial Disability Leave
 - Unemployment Insurance
 - Life Insurance
 - Vision Care
 - Subsidy for purchase of transit passes, transit tickets, carpools and van pools
3. Travel
 - Vehicle mileage
 - Meals
 - Lodging
 - Tolls, parking
 - Fares - rail, bus, taxi
 - Incidentals
 - Conference or convention attendance - registration fees
4. Communication
 - Fax machine supplies - paper, toner, etc.
 - Support - interagency mail services, freight services
 - Radio and microwave services
 - Telephone - private vendors service and repair (includes service and repair for pagers, squawk boxes)
 - Telephone - cellular phone service and repair
 - Postage - stamps, stamped envelopes, postage due charges, registered and certified mail charges, post office box rentals, parcel post, Purolator, Federal Express, UPS, mass mailing
 - Postage meter - rent, repair, refills, etc.
 - Advertising
5. Supplies
 - Supplies required to conduct workshop
 - Data processing - includes costs of consumable items and necessities, such as paper, printer ribbons, magnetic tapes, disk packs, "floppy" disks-, cassettes, cassettes/cartridges, etc., required for operation of data processing equipment and PC systems
 - Data processing software - includes costs of licensing agreements and purchases of proprietary software products and associated documentation for data processing and PC systems purchased
 - Office supplies (not otherwise classified) - all office supplies, equipment, and furniture including:
 - Supplies to produce pamphlets, leaflets, and brochures
 - Photocopy paper, office copier supplies
 - Printed forms and stationary - includes publications, printed mailing labels
 - Chemicals and lab supplies, training films and slides
 - Photography - cameras and other equipment, film
6. Services
 - Data processing - costs of contracts with outside entities for data processing services, to include system analysis, programming, computer processing, key data entry, data conversion, information services to support ongoing operations
 - Reproduction, printing and copying when performed by outside entity
 - Sample analysis - laboratory analysis

Photography - film development
Office equipment rental, maintenance, and repairs
Video equipment rental, maintenance, and repairs
PA system rentals
Transcription services
Training facility rental
Room rental
Laundry services
Vehicle maintenance and repair

7. Equipment
Property/equipment
Scientific property/equipment
Electronic data processing equipment
8. Contractual
External consultant and professional services
9. Indirect
Overhead

PROPOSAL SCORING SHEET
National Product Stewardship Dialog, IWM04047

Name of Firm _____

Panel Member # _____

Proposals must score a minimum of 80 percent of the possible points in each of the Experience and Methodology categories (i.e. a minimum of 64 points in each) in order to qualify for further consideration.

EXPERIENCE (Maximum of 80 points)	POINTS POSSIBLE	POINTS EARNED
(1) Project Manager demonstrates at least five (5) years knowledge and experience in solid waste management issues and policy development.	15	
(2) Project manager and principal members of consulting team demonstrates professional experience with and successful and timely completion of projects that involve extensive collaborative efforts with a large number of stakeholders with diverse opinions and approaches.	25	
(3) Project manager and principal members of consulting team demonstrate a depth and breadth of experience with previous product stewardship initiatives and strategic planning.	25	
(4) Project manager and principal members of consulting team demonstrate experience in planning and facilitating large stakeholder meetings at a single location and meetings at concurrent remote locations.	15	
METHODOLOGY (Maximum of 80 points)		
(5) Overall approach and understanding of problems, issues, required tasks.	5	
(6) Likelihood that proposed approach will ensure active participation by a 70 percent majority of key stakeholders from the federal government, other state governments, auto manufacturers, tire manufacturers, crumb rubber manufacturers, major fleet operators (USPS, courier services, etc.), the environmental community, and others in the national product stewardship dialog.	35	
(7) Approach to identify, organize and post on the website appropriate background and dialog material.	10	
(8) Effectiveness of gathering stakeholder perspectives regarding tire management issues and development of a vision and strategy that will be support, or at least not opposed, by the vast majority of stakeholders.	20	
(9) Development of a structure for the on-going collaboration of stakeholders, including the coordination of research and technical studies.	10	
BUDGET/COST (Maximum of 95 points)		
(10) Reasonableness of proposed budget allocations to tasks therein	15	
(11) Cost of proposal	80 (approximately 30% of total)	
PROPOSAL MATERIAL REQUIREMENT (Maximum of 5 points)		
(12) Proposal printed double-sided utilizing a minimum of 30% post-consumer recycled content fiber (Proposer must provide documentation attesting to the content of the paper, i.e. packaging or ream label)	5	
TOTAL POINTS	260	

CONTRACTOR CERTIFICATION

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Official's Name</i>	
<i>Date Executed</i>	<i>Executed in the County of</i>
<i>Contractor's Signature</i>	
<i>Title</i>	<i>Federal Tax ID No.</i>
<i>Legal Business Name</i>	

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program as required to inform employees about:
 - 1.) the dangers of drug abuse in the workplace;
 - 2.) the person's or organization's policy of maintaining a drug-free workplace;
 - 3.) any available counseling, rehabilitation and employee assistance programs; and
 - 4.) penalties that may be imposed upon employees for drug abuse violations.
 - c. Provide that every employee who works on the proposed Agreement will:
 - 1.) receive a copy of the company's drug-free policy statement; and
 - 2.) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.
 - d. Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of this Agreement, or both, and Contractor may be ineligible for award of any future State agreements if the Board determines that the Contractor has made false certification or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)
3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)
4. **UNION ORGANIZING:** Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California:

1. **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
2. **AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
3. **CONFLICT- FUTURE BIDDING LIMITATION:** Pursuant to Public Contracts Code section 10365.5:
 - a. No person, firm, or subsidiary thereof who has been awarded a consulting services contract may submit a proposal for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.
 - b. Subdivision (a) does not apply to any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services contract that amounts to no more than 10 percent of the total monetary value of the consulting services contract.
 - c. Subdivisions (a) and (b) do not apply to consulting services contracts subject to Chapter 10 (commencing with Section 4525) of Division 5 of Title 1 of the Government Code.
4. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.
 - a. Current State Employees (PCC 10410):
 - 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
 - 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
 - b. Former State Employees (PCC 10411):
 - 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
 - 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420) Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

5. **CONTRACTOR NAME CHANGE:** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
6. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by contacting the Office of the Secretary of State.
7. **LABOR CODE/WORKERS' COMPENSATION:** Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700).
8. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all contractors that are not another state agency or other government entity.
9. **RECYCLED CONTENT:** Contractor hereby certifies under penalty of perjury that the materials, goods, supplies offered, or products used in the performance of this Agreement meets or exceeds the minimum percentage of recycled material, both post-consumer waste and secondary waste, as defined in Sections 12161 and 12200 of the Public Contract Code.
10. **RESOLUTION:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body that by law has authority to enter into an agreement, authorizing execution of the agreement.
11. **UNRELIABLE LIST:** Prior to authorizing a subcontractor(s) to commence work under this contract, Contractor shall submit to the CIWMB a declaration from the subcontractor(s), signed under penalty of perjury, stating that within the preceding three years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, have occurred with respect to the subcontractor(s).
 8. Placement of Contractor on the CIWMB Unreliable List anytime after award of this contract may be grounds for termination of contract. If a subcontractor is placed on the CIWMB Unreliable List after award of this contract, the Contractor may be required to terminate the subcontract.

CONTRACTOR STATUS FORM

Contractor's Name: _____ County: _____

Address: _____ Phone #: _____

_____ Fax #: _____

Federal Employer Identification No. (FEIN): _____

STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS:

Individual Limited Partnership General Partnership Corporation Other

INDIVIDUAL -

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

PARTNERSHIP -

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

CORPORATION -

If a corporation, state the place and date of Incorporation: _____

Date corporation was authorized by Secretary of State: _____

President: _____ Vice-President: _____

Secretary: _____ Treasurer: _____

Other Officers: _____

OTHER (Explain) -

SMALL BUSINESS PREFERENCE

Are you claiming preference as a small business? YES NO

Date you filed for small business certification: _____ Your small business ID #: _____

NOTE: YOUR PROPOSAL MAY BE REJECTED IF THIS FORM IS INCOMPLETE

SMALL BUSINESS AND DISABLED VETERANS ENTERPRISE PARTICIPATION SUMMARY								
IDENTIFY BUSINESS TYPE			TYPE OF CONTRACTOR USED		BUSINESS NAME	SERVICES TO BE PROVIDED	PARTICIPATION PERCENTAGE	CERTIFICATION NUMBER (PROVIDED BY DGS)
SMALL	MICRO	DVBE	PRIME	SUB				
							%	
							%	
							%	
							%	
							%	
							%	
							%	
							%	
							%	

Incomplete documentation will result in disqualification from further consideration in the evaluation of Proposers.

DEMONSTRATION OF GOOD FAITH EFFORTS

1	Contact made with California Integrated Waste Management Board to identify potential DVBE firms.																
<p>Name of Person Contacted: _____ Title: _____</p> <p>Telephone #: _____ Date of Contact: _____</p>																	
2	Contact made with other State agencies, including the Department of General Services, to identify potential DVBE firms.																
<p>Agencies Contacted:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Name of Agency</u></th> <th style="width: 30%; text-align: center;"><u>Person Contacted/Phone #</u></th> <th style="width: 25%; text-align: center;"><u>Date of Contact</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td><td></td></tr> </tbody> </table> <p>NOTE: Attach additional page(s) if necessary.</p>			<u>Name of Agency</u>	<u>Person Contacted/Phone #</u>	<u>Date of Contact</u>	1.				2.				3.			
	<u>Name of Agency</u>	<u>Person Contacted/Phone #</u>	<u>Date of Contact</u>														
1.																	
2.																	
3.																	
3	Advertisements published in trade papers or other publications focusing on DVBE firms.																
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 65%; text-align: center;"><u>Name of Paper or Publication</u></th> <th style="width: 30%; text-align: center;"><u>Date Published</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> </tbody> </table> <p>NOTE: Attach a copy of each advertisement. Placeholder lists are not acceptable.</p>			<u>Name of Paper or Publication</u>	<u>Date Published</u>	1.			2.									
	<u>Name of Paper or Publication</u>	<u>Date Published</u>															
1.																	
2.																	
4	Invitations to bid sent to potential DVBE firms.																
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 35%; text-align: center;"><u>BUSINESS NAME</u></th> <th style="width: 30%; text-align: center;"><u>CONTACT/PHONE #</u></th> <th style="width: 30%; text-align: center;"><u>DATE SENT</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td><td></td></tr> </tbody> </table> <p>NOTE: Attach additional page(s) if necessary.</p>			<u>BUSINESS NAME</u>	<u>CONTACT/PHONE #</u>	<u>DATE SENT</u>	1.				2.				3.			
	<u>BUSINESS NAME</u>	<u>CONTACT/PHONE #</u>	<u>DATE SENT</u>														
1.																	
2.																	
3.																	

5 DVBE firms which were available and considered.

Name of Firm: _____ Person Contacted: _____
Nature of Work: _____ Telephone No.: _____
Results of Contact: _____
Reasons if Rejected: _____

Name of Firm: _____ Person Contacted: _____
Nature of Work: _____ Telephone No.: _____
Results of Contact: _____
Reasons if Rejected: _____

Name of Firm: _____ Person Contacted: _____
Nature of Work: _____ Telephone No.: _____
Results of Contact: _____
Reasons if Rejected: _____

Name of Firm: _____ Person Contacted: _____
Nature of Work: _____ Telephone No.: _____
Results of Contact: _____
Reasons if Rejected: _____

CLIENT REFERENCES

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

BIDDER / SUBCONTRACTOR'S NAME: _____

REFERENCE 1

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

REFERENCE 2

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

REFERENCE 3

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

If three references cannot be provided, explain why:

Clear

Print

STATE OF CALIFORNIA

TARGET AREA CONTRACT PREFERENCE ACT (TACPA) REQUEST

STD 830 (NEW, 5-99)

SECTION 1: SOLICITATION INFORMATION

BID NUMBER
AGENCY/DEPT.

This request form should be completed by bidders wishing to apply for TACPA preferences for this solicitation.

See reverse for program description and instructions for completing this form.

SECTION 2: REQUEST FOR 5% WORKSITE PREFERENCE List the bidding firm and all suppliers and subcontractors who will work with the bidder to fulfil the terms of the contract. Indicate those firms for which the bidder is requesting worksite preference eligibility by providing the requested information. Attach additional pages if needed.

NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
				TOTAL LABOR HOURS ESTIMATED	0.0

Complete if requesting Worksite Preference:		
BLOCK NUMBER	TRACT NUMBER	CRITERIA (A - F)
Complete if requesting Worksite Preference:		
BLOCK NUMBER	TRACT NUMBER	CRITERIA (A - F)
Complete if requesting Worksite Preference:		
BLOCK NUMBER	TRACT NUMBER	CRITERIA (A - F)
Complete if requesting Worksite Preference:		
BLOCK NUMBER	TRACT NUMBER	CRITERIA (A - F)
Complete if requesting Worksite Preference:		
BLOCK NUMBER	TRACT NUMBER	CRITERIA (A - F)
Complete if requesting Worksite Preference:		
BLOCK NUMBER	TRACT NUMBER	CRITERIA (A - F)
Complete if requesting Worksite Preference:		
BLOCK NUMBER	TRACT NUMBER	CRITERIA (A - F)

SECTION 3: REQUEST FOR 1% - 4% WORKFORCE PREFERENCE

- I request a 1% preference for hiring eligible persons to perform 5 - 9.99% of the total contract labor hours
- I request a 2% preference for hiring eligible persons to perform 10 - 14.99% of the total contract labor hours
- I request a 3% preference for hiring eligible persons to perform 15 - 19.99% of the total contract labor hours
- I request a 4% preference for hiring eligible persons to perform 20% or more of the total contract labor hours

SECTION 4: CERTIFICATION

I hereby certify under penalty of perjury, that (1) the bidder is a California based company as defined in the TACPA regulations, (2) at least 50% of the labor hours required to manufacture the goods and to perform a contract for goods, or 90% of the labor hours required to perform a contract for services shall be performed at the eligible distressed area worksite(s) claimed in Section 2, (3) if applying for workforce preference, the bidder shall hire persons with a high risk of unemployment to perform the required contract labor hours as requested in Section 3, and (4) all information provided in this request is true, correct, and complete. Any person falsely certifying, willfully providing false information, omitting information, or failing to comply with the TACPA statute is subject to penalties, fines and possible loss of State contracting eligibility.

BIDDER'S SIGNATURE		PRINTED OR TYPED NAME
TITLE	AREA CODE & PHONE NUMBER	DATE EXECUTED

STATE OF CALIFORNIA

TARGET AREA CONTRACT PREFERENCE ACT (TACPA) REQUEST

STD 830 (NEW, 5-99)

Program Description

The intent of the Target Area Contract Preference Act (TACPA) is to promote economic development and employment opportunities in distressed areas of the state by offering bidding preferences on qualified solicitations.

TACPA provides for two preferences: Worksite and Workforce.

Worksite Preference: Bidders may be eligible for a 5% bid preference on state goods and services contracts valued at more than \$100,000 if the worksite is located in a distressed area as designated by the State Office of Planning and Research.

TACPA allows state contracting officials to award the worksite preference when 50% of the labor hours required to manufacture the goods and to perform a contract for goods, or 90% of the labor hours required to perform a contract for services is performed at the approved worksites.

Workforce Preference: Companies qualifying for the 5% worksite preference may request an additional 1% - 4% workforce preference by certifying to hire a specified percent of their contract workforce from employees who are at high risk of unemployment as defined in California Government Code, Section 4532(f).

To request workforce preference, the bidder must first identify an eligible worksite.

TACPA bid preferences do not apply to contracts in which the worksite is fixed.

For more detail, see California Government Code, Section 4530 et seq. and California Code of Regulations, Title 2, Section 1896.30.

Other Bidding Preference Programs

In addition to TACPA, the State has other bidding preference programs for which you might qualify:

EZA - Enterprise Zone Act (up to a 9% bidding preference)

LAMBRA - Local Agency Military Base Recovery Area Act (up to a 9% bidding preference)

Small Business - Certified small businesses in California can receive a 5% bidding preference.

A non-certified small business that claims any combination of EZA, TACPA or LAMBRA preferences cannot use these preferences to displace a certified small business.

How the Bidding Preference Works

The TACPA bidding preference that you qualify for is used only for bid solicitation purposes, to a maximum of \$50,000. The preference does not alter the amount of the resulting contract.

If you qualify for more than one bidding preference (EZA, TACPA, LAMBRA, Small Business) the maximum preference allowed by law is 15% or \$100,000.

Reporting Requirements

Firms receiving TACPA preferences must report their labor hours. Reference the state contract on which you are bidding for specific reporting requirements.

How to Identify TACPA Locations

Contact the appropriate city or county planning and development office or your local Area Council of Governments and ask for the Census Tract and Block Group numbers for the firm or firms for which you are requesting worksite preference.

Then, contact the State of California, Department of General Services, Office of Small Business Certification and Resources at (916) 323-5478 and ask for the TACPA coordinator. The coordinator will tell you if the worksite is eligible.

Instructions for completing "Target Area Contract Preferences Act (TACPA) Request" on Reverse

Section 1: Enter the solicitation number and the name of the state department or agency offering the solicitation.

Section 2: Enter the requested information for 1) the bidding firm, and 2) all firms with whom the bidder will be subcontracting to perform the work required to complete this bid. You must list all firms, including the manufacturer, if applicable, not just those requesting worksite preference.

Firm's role in this bid: Enter the appropriate description indicating what job the listed firm will perform.

Tract and Block Numbers: See instructions above on how to obtain tract and block numbers.

Labor Hours Estimated: For each firm listed, estimate the total labor hours to be performed. Total the estimated hours for each firm and enter them into the box labeled "Total Labor Hours Estimated"

Criteria:

A: The firm is located in a California eligible distressed area.

B: The firm will establish a worksite in a California eligible distressed area.

C: MAP REQUIRED. The firm is located in a census tract block that, when attached to an eligible distressed area, forms a contiguous boundary. If you enter "C", you must attach a map showing the relationship of the requested area to the distressed area.

D: MAP REQUIRED. The firm will establish a worksite located in a census tract block that, when attached to an eligible distressed area, forms a contiguous boundary. If you enter "D", you must attach a map showing the relationship of the requested area to the distressed area.

E: GOODS ONLY. The firm will purchase the contract goods from a manufacturer located in an eligible distressed area.

F: GOODS ONLY/MAP REQUIRED. The firm will purchase contract goods from a manufacturer located in a census tract block that, when attached to a distressed area, forms a contiguous boundary. If you enter "F", you must attach map showing the relationship of the requested area to the distressed area.

Section 3: Select the appropriate box, indicating the percentage of workforce preference you are requesting. To request workforce preference, the bidder must first identify an eligible worksite.

Section 4: The Bidder must complete and sign the Certification.

Clear
Print

STATE OF CALIFORNIA

ENTERPRISE ZONE ACT (EZA) PREFERENCE REQUEST

STD 831 (NEW, 5-99)

See reverse for program description and instructions for completing this form.

This request form should be completed by bidders wishing to apply for EZA preferences for this solicitation.

SECTION 1: SOLICITATION INFORMATION

BID NUMBER
AGENCY/DEPT.

SECTION 2: REQUEST FOR 5% WORKSITE PREFERENCE *List the bidding firm and all suppliers and subcontractors who will work with the bidder to fulfil the terms of the contract. Indicate those firms for which the bidder is requesting worksite preference eligibility by providing the requested information. Attach additional pages if needed.*

NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
TOTAL LABOR HOURS ESTIMATED				0.0	

Complete if requesting Worksite Preference:	
ENTERPRISE ZONE NAME	CRITERIA (A - C)
Complete if requesting Worksite Preference:	
ENTERPRISE ZONE NAME	CRITERIA (A - C)
Complete if requesting Worksite Preference:	
ENTERPRISE ZONE NAME	CRITERIA (A - C)
Complete if requesting Worksite Preference:	
ENTERPRISE ZONE NAME	CRITERIA (A - C)
Complete if requesting Worksite Preference:	
ENTERPRISE ZONE NAME	CRITERIA (A - C)
Complete if requesting Worksite Preference:	
ENTERPRISE ZONE NAME	CRITERIA (A - C)
Complete if requesting Worksite Preference:	
ENTERPRISE ZONE NAME	CRITERIA (A - C)

SECTION 3: REQUEST FOR 1% - 4% WORKFORCE PREFERENCE

- I request a 1% preference for hiring eligible persons to perform 5 - 9.99% of the total contract labor hours
- I request a 2% preference for hiring eligible persons to perform 10 - 14.99% of the total contract labor hours
- I request a 3% preference for hiring eligible persons to perform 15 - 19.99% of the total contract labor hours
- I request a 4% preference for hiring eligible persons to perform 20% or more of the total contract labor hours

SECTION 4: CERTIFICATION

I hereby certify under penalty of perjury, that (1) the bidder is a California based company as defined in the EZA regulations, (2) at least 50% of the labor hours required to manufacture the goods and to perform a contract for goods, or 90% of the labor hours required to perform a contract for services shall be performed at the designated enterprise zone worksite(s) claimed in Section 2, (3) if applying for workforce preference, the bidder shall hire persons living in a targeted employment area or who are enterprise zone eligible employees to perform the specified percent of total contract labor hours as requested in Section 3, and (4) all information provided in this request is true, correct, and complete. Any person falsely certifying, willfully providing false information, omitting information, or failing to comply with the EZA statute is subject to penalties, fines and possible loss of State contracting eligibility.

BIDDER'S SIGNATURE		PRINTED OR TYPED NAME	
TITLE	AREA CODE & PHONE NUMBER	DATE EXECUTED	

STATE OF CALIFORNIA

ENTERPRISE ZONE ACT (EZA) PREFERENCE REQUEST

STD 831 (NEW, 5-99)

Program Description

The intent of the Enterprise Zone Act (EZA) is to promote economic development and employment opportunities in designated enterprise zones by offering bidding preferences on qualified solicitations.

EZA provides for two preferences: Worksite and Workforce.

Worksite Preference: Bidders may be eligible for a 5% bid preference on state goods and services contracts valued at more than \$100,000 if the worksite is located in an enterprise zone as designated by the State Trade and Commerce Agency.

EZA allows state contracting officials to award the bid worksite preference when 50% of the labor hours required to manufacture the goods and to perform a contract for goods, or 90% of the labor hours required to perform a contract for services is performed at the approved worksites.

Workforce Preference: Companies qualifying for the 5% worksite preference may request an additional 1% - 4% workforce preference by certifying to hire a specified percent of their contract workforce employees from a targeted employment area, or from enterprise zone eligible employees.

To request workforce preference, the bidder must first identify an eligible worksite.

EZA bid preferences do not apply to contracts in which the worksite is fixed.

For more detail, see California Government Code, Title 1, Division 5, Chapter 12.8, Section 707 et seq. and California Code of Regulations, Title 2, Section 1896.100.

Other Bidding Preference Programs

In addition to EZA, the State has other bidding preference programs for which you might qualify:

TACPA - Target Area Contract Preference Act (up to a 9% bidding preference)
LAMBRA - Local Agency Military Base Recovery Area Act (up to a 9% bidding preference)
Small Business - Certified small businesses in California can receive a 5% bidding preference.

A non-certified small business that claims any combination of EZA, TACPA or LAMBRA preferences cannot use these preferences to displace a certified small business.

How the Bidding Preference Works

The EZA bidding preference that you qualify for is used only for bid solicitation purposes, to a maximum of \$50,000. The preference does not alter the amount of the resulting contract.

If you qualify for more than one bidding preference (EZA, TACPA, LAMBRA, Small Business) the maximum preference allowed by law is 15% or \$100,000.

Reporting Requirements

Firms receiving EZA preferences must report their labor hours. Reference the state contract on which you are bidding for specific reporting requirements.

How to Identify Enterprise Zone Locations

Contact the city or county economic development office or the State Trade and Commerce Agency at (916) 324-8211.

Instructions for completing "Enterprise Zone Act Preference Request" on Reverse

Section 1: Enter the solicitation number and the name of the state department or agency offering the solicitation.

Section 2: Enter the requested information for 1) the bidding firm, and 2) all firms with whom the bidder will be subcontracting to perform the work required to complete this bid. You must list all firms, including the manufacturer, if applicable, not just those requesting worksite preference.

Firm's role in this bid: Enter the appropriate description indicating what job the listed firm will perform.

Enterprise Zone Name: See instructions above on "How to Identify Enterprise Zone Locations."

Labor Hours Estimated: For each firm listed, estimate the total labor hours to be performed. Total the estimated hours for each firm and enter them into the box labeled "Total Labor Hours Estimated."

Criteria:

A: The firm is located in a California designated enterprise zone

B: The firm will establish a worksite in a California designated enterprise zone.

C: GOODS ONLY. The firm will purchase the contract goods from the manufacturer(s) located in a California designated enterprise zone.

Section 3: Select the appropriate box, indicating the percentage of workforce preference you are requesting. To request workforce preference, the bidder must first identify an eligible worksite.

Section 4: The Bidder must complete and sign the Certification.

Clear
Print

STATE OF CALIFORNIA
LOCAL AGENCY MILITARY BASE RECOVERY AREA (LAMBRA) PREFERENCE REQUEST

STD 832 (NEW. 5-99)

See reverse for program description and instructions for completing this form.

SECTION 1: SOLICITATION INFORMATION

BID NUMBER
AGENCY/DEPT.

This request form should be completed by bidders wishing to apply for LAMBRA preferences for this solicitation.

SECTION 2: REQUEST FOR 5% WORKSITE PREFERENCE *List the bidding firm and all suppliers and subcontractors who will work with the bidder to fulfill the terms of the contract. Indicate those firms for which the Bidder is requesting worksite preference eligibility by providing the requested information. Attach additional pages if needed.*

NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
TOTAL LABOR HOURS ESTIMATED				0.0	

Complete if requesting Worksite Preference:	
MILITARY BASE RECOVERY AREA NAME	Criteria (A - C)
Complete if requesting Worksite Preference:	
MILITARY BASE RECOVERY AREA NAME	Criteria (A - C)
Complete if requesting Worksite Preference:	
MILITARY BASE RECOVERY AREA NAME	Criteria (A - C)
Complete if requesting Worksite Preference:	
MILITARY BASE RECOVERY AREA NAME	Criteria (A - C)
Complete if requesting Worksite Preference:	
MILITARY BASE RECOVERY AREA NAME	Criteria (A - C)
Complete if requesting Worksite Preference:	
MILITARY BASE RECOVERY AREA NAME	Criteria (A - C)
Complete if requesting Worksite Preference:	
MILITARY BASE RECOVERY AREA NAME	Criteria (A - C)

SECTION 3: REQUEST FOR 1% - 4% WORKFORCE PREFERENCE

- I request a 1% preference for hiring eligible persons to perform 5 - 9.99% of the total contract labor hours
- I request a 2% preference for hiring eligible persons to perform 10 - 14.99% of the total contract labor hours
- I request a 3% preference for hiring eligible persons to perform 15 - 19.99% of the total contract labor hours
- I request a 4% preference for hiring eligible persons to perform 20% or more of the total contract labor hours

SECTION 4: CERTIFICATION

I hereby certify under penalty of perjury, that (1) the bidder is a California based company as defined in the LAMBRA regulations, (2) at least 50% of the labor hours required to perform a contract for goods, or 100% of the labor hours required to perform a contract for services shall be performed at the designated Local Agency Military Base Recovery Area(s) claimed in Section 2, (3) if applying for workforce preference, the bidder shall hire persons living within a Local Agency Military Base Recovery Area to perform the specified percent of total contract labor hours as requested in Section 3, and (4) all information provided in this request is true, correct, and complete. Any person falsely certifying, willfully providing false information, omitting information, or failing to comply with the EZA statute is subject to penalties, fines and possible loss of State contacting eligibility.

BIDDER'S SIGNATURE		PRINTED OR TYPED NAME	
TITLE	AREA CODE & PHONE NUMBER	DATE EXECUTED	

STATE OF CALIFORNIA

LOCAL AGENCY MILITARY BASE RECOVERY AREA (LAMBRA) PREFERENCE REQUEST

STD 832 (NEW, 5-99)

Program Description

The intent of the Local Agency Military Base Recovery Area (LAMBRA) Act is to promote economic development and employment opportunities in designated LAMBRA's by offering bidding preferences on qualified solicitations.

The LAMBRA Act provides for two preferences: Worksite and Workforce.

Worksite Preference: Bidders may be eligible for a 5% bid preference on state goods and services valued at more than \$100,000 if the worksite is located in a LAMBRA as designated by the State Trade and Commerce Agency.

LAMBRA allows state contracting officials to award the bid worksite preference when 50% of the labor hours required to perform a contract for goods, or 100% of the labor hours required to perform a contract for services is performed at the approved worksites.

Workforce Preference: Companies qualifying for the 5% worksite preference may request an additional 1% - 4% workforce preference by certifying to hire a specified percent of their contract workforce employees from those designated as LAMBRA qualified individuals. (See Assembly Bill 3: Chapter 1012, 9/30/98).

To request workforce preference, the bidder must first identify an eligible worksite.

LAMBRA bid preferences do not apply to contracts in which the worksite is fixed.

For more detail, see California Government Code, Section 7118 et seq., and California Code of Regulations, Title 2, Section 1896.100. et seq.

Other Bidding Preference Programs

In addition to the LAMBRA Act, the State has other bidding preference programs for which you might qualify:

TACPA - Target Area Contract Preference Act (up to a 9% bidding preference)

EZA -Enterprise Zone Act (up to 9% bidding preference)

Small Business - Certified small businesses in California can receive a 5% bidding preference.

A non-certified small business that claims any combination of EZA, TACPA or LAMBRA preferences cannot use these preferences to displace a certified small business.

How the Bidding Preference Works

The LAMBRA bidding preference that you qualify for is used only for bid solicitation purposes, to a maximum of \$50,000. The preference does not alter the amount of the resulting contract.

If you qualify for more than one bidding preference (EZA, TACPA, LAMBRA, Small Business) the maximum preference allowed by law is 15% or \$100,000.

Reporting Requirements

Firms receiving LAMBRA preferences must report their labor hours. Reference the state contract on which you are bidding for specific reporting requirements.

How to Identify LAMBRA Locations

Contact the State Trade and Commerce Agency at (916) 324-8211.

Instructions for completing "LAMBRA" Preference Request on Reverse

Section 1: Enter the solicitation number and the name of the state department or agency offering the solicitation.

Section 2: Enter the requested information for 1) the bidding firm, and 2) all firms with whom the bidder will be subcontracting to perform the work required to complete this bid. You must list all firms, including the manufacturer, if applicable, not just those requesting worksite preference.

Firm's role in this bid: Enter the appropriate description indicating what job the listed firm will perform.

Military Base Recovery Area Name: See instructions above on "How to Identify LAMBRA Locations."

Labor Hours Estimated: For each firm listed, estimate the total labor hours to be performed. Total the estimated hours for each firm and enter them into the box labeled "Total Labor Hours Estimated."

Criteria:

A: The firm is located in a California designated LAMBRA.

B: The firm will establish a worksite in a California designated LAMBRA.

C: GOODS ONLY. The firm will purchase the contract goods from the manufacturer(s) located in a LAMBRA.

Section 3: Select the appropriate box, indicating the percentage of workforce preference you are requesting. To request workforce preference, the bidder must first identify an eligible worksite.

Section 4: The Bidder must complete and sign the Certification.

STATE OF CALIFORNIA
California Integrated Waste Management Board
CIWMB 74C (Revised 2/03 for Contracts)

RECYCLED-CONTENT CERTIFICATION

Contract # _____

Recycled-Content Certification for Contracts

Check this box if no products, materials, goods, or supplies were purchased with contract dollars and submit to your CIWMB contract manager. This form may be completed by contractor, vendor, bidder, buyer, state-contracting officer, or state purchasing agent. The form must be completed and returned to the CIWMB with a row completed for each product purchased with contract dollars. Attach additional sheets if necessary. Information must be included, even if the product does not contain recycled-content material. Product labels, catalog/website descriptions, or bid specifications may be attached to this form as a method of providing that information.

Contractor's

Name _____ **Date** _____

Address _____ **Phone** _____

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

Item/Row Number	Quantity	Unit of Measure	Dollars	Product Manufacturer and number	Product Description	Product Category ¹	Postconsumer Material (Percent) ²	Secondary Material (Percent) ³	Virgin Material (Percent) ⁴	Total Percent ⁵
										100%
										100%
										100%
										100%
										100%
										100%
			Total: \$ _____							

Public Contract Code sections 10233, 10308.5, and 10354 require all vendors and contractors to certify in writing, under penalty of perjury, to the State agency awarding a contract, the minimum, if not the exact, percentage of postconsumer and secondary material in the products, materials, goods, or supplies offered or sold.

Public Contract Code section 12205 (a) requires all State agencies to require all contractors to certify in writing, under penalty of perjury, the minimum, if not the exact percentage, of postconsumer and secondary material in the products, materials, goods, or supplies offered or sold.

Printed name of person completing form

Title

Signature of person completing form

(See footnotes on the back of this page.)

RECYCLED-CONTENT CERTIFICATION

Footnotes

1. **Product category** refers to one of the product categories listed below, into which the reportable purchase falls. For products made from multiple materials, choose the category that comprises most of the product by cost, weight, or volume. **If the product does not fit into any of the product categories, put “N/A.” Common N/A products include wood products, textiles, aggregate, concrete, electronics such as computers, TV, software on a disk, telephone systems, printers, copiers, fax machines.**

Product category	State’s recycled content requirements
compost and co-compost (CO) landscaping materials, erosion control, weed control, decomposed organic yard, or food materials	50% TR 10% PC
glass products (GL) windows, fiberglass (insulation), tiles, construction blocks, and flat glass sheets	50% TR 10% PC
lubricating oils (LO) motor, transmission fluids, power steering, crankcase, transformer dielectric fluids, gear, hydraulic, industrial fluids, base stock, for tractors, vehicles, cars, trucks, and buses	50% TR 10% PC
paint (PT) latex paint, interior/exterior, maintenance	50% TR 10% PC
paper products (PP) paper janitorial supplies, corrugated boxes, paperboard (boxes, cartons, wrapping), hanging files, file boxes, building insulation, containers	50% TR 10% PC
plastic products (PL) toner cartridges, carpet, office products, plastic lumber, buckets, waste baskets, benches, tables, fencing, clothing, packaging, signs, posts, binders, and buckets	50% TR 10% PC
printing and writing paper (PW) xerographic, and higher-grade papers, high-speed copier paper, offset paper, forms, carbonless paper, ruled tablets, calendars, posters, manila file folders, index cards, white wove envelopes, and cover stock	30% PC
solvents (SO) heavy printer cleaner, auto degreaser, parts cleaner	50% TR 10% PC
steel products (ST) For steel products complete only dollars, product description, and product category column. Common steel products include automobiles, trucks, staplers, paper clips, steel furniture, scissors, pipe, plumbing fixtures, chairs, ladders, shelving	25% TR 10% PC

tire-derived products (TD) flooring, wheelchair ramps, playground cover, parking bumpers, truck-bed liners, pads, walkways, tree ties, road surfacing, wheel chocks, rollers, traffic control products, mud flaps, posts	50% PC
tires (TI) passenger, truck, bus, trailer/equipment tires.	50% TR 10% PC

TR = total recycled-content **PC** = postconsumer

2. **Postconsumer material** is material derived from used or recycled material. Postconsumer material is generally any product that was bought by the consumer, used, and then recycled into another product.
3. **Secondary material** is material derived from finished products or fragments of finished products of a manufacturing process that have not been used. An example would be a manufacturer’s paper trimmings put back into the manufacturing process for new products. Secondary material is generally any material (product) that did not get to the consumer or was never used prior to being recycled. Secondary material **does not** include postconsumer material.

Example: If copy paper contained 20 percent postconsumer material, the remainder will be virgin material. Indicate 20 percent in the Postconsumer column and 80 percent in the Virgin Material column. If it contained 20 percent postconsumer material and 40 percent secondary material, indicate 20 percent in the Postconsumer column, 40 percent in the Secondary Material column, and 40 percent in the Virgin Material column.
4. **Virgin material** is that portion of the product made from new or non-recycled material. The material is neither secondary nor postconsumer material.
5. The sum of the postconsumer column, the secondary column, and the virgin column must equal 100 percent.

GENERAL TERMS AND CONDITIONS GTC 304

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of

Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 304 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

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

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

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

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. UNION ACTIVITIES For all contracts, except fixed price contracts of \$50,000 or less, the Contractor acknowledges that:

By signing this agreement Contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this agreement and agrees to the following:

- a) Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
- b) No state funds received under this agreement will be used to assist, promote or deter union organizing.
- c) Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.
- d) If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.

SPECIAL TERMS AND CONDITIONS

1. **TERMINATION**: The CIWMB shall have the right to terminate this Agreement at its sole discretion at any time upon thirty days written notice given to the Contractor. In the case of early termination, a final payment will be made to the Contractor upon approval by the Contract Manager of a financial report, invoices for costs incurred to date of termination and a written report describing all work performed by the Contractor to date of termination
2. **STOP WORK NOTICE**: Immediately, upon receiving a written notice to stop work, the Contractor shall cease all work under this Agreement.
3. **SETTLEMENT OF DISPUTES**: In the event of a dispute, the Contractor shall file a "Notice of Dispute" with the CIWMB, Director or his/her designee with ten (10) days of discovery of the problem. With ten (10) days, the Director or his/her designee shall meet with the Contractor and CIWMB Project Manager for the purpose of solving the dispute.
4. **STOP WORK NOTICE**: Immediately, upon receiving a written notice to stop work, the Contractor shall cease all work under this Agreement.
5. **ENTIRE AGREEMENT**: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with the Attachments and/or Exhibits hereto, contains the entire Agreement of the parties.
6. **LIABILITY FOR NONCONFORMING WORK**: The Contractor will be fully responsible for ensuring the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, the CIWMB, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing the CIWMB for any additional expenses incurred to cure such defects.
7. **AGENCY LIABILITY**: The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the CIWMB shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
8. **REMEDIES**: Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under the Agreement, at law or in equity, and exercise of one right or remedy will not be deemed a waiver of any other right or remedy.
9. **IMPRACTICABILITY OF PERFORMANCE**: This Agreement may be suspended or cancelled, Without notice at the option of the Contractor, if the Contractor's or the CIWMB premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service or in the event the Contractor is unable to render service as a result of any action by any governmental authority.
10. **FORCE MAJEURE**: Neither the CIWMB nor the Contractor, including the Contractor's subcontractor(s), if any, will be responsible hereunder for any delay, default or nonperformance of this Agreement, to the extent that such delay, default or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, or flood, or any other cause beyond the reasonable control of such party.
11. **LICENSE OR PERMITS**: The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

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

12. **CONFIDENTIALITY/PUBLIC RECORDS**: The Contractor and the CIWMB understand that each party may come into possession of information and/or data, which may be deemed confidential or proprietary by the person or

organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act, commencing with GC § 6250, or the PCC. The CIWMB agrees not to disclose such information or data furnished by Contractor and to maintain such information or data as confidential when so designated by Contractor in writing at the time it is furnished to the CIWMB, only to the extent that such information or data is exempt from disclosure under the California Public Records Act and the PCC.

13. **BANKRUPTCY**: In the event proceedings in bankruptcy are commenced against the Contractor, or if Contractor is adjudged bankrupt, or if a receiver is appointed and qualifies, then the CIWMB may terminate this Agreement by giving Contractor five (5) days written notice.
14. **GRATUITIES**: The CIWMB may terminate this Agreement if gratuities were offered or given by the Contractor, or any agent or representative of the Contractor, to any employee of the CIWMB, with a view toward securing a contract or securing favorable treatment with respect to awarding or amending or making a determination with respect to performance of this Agreement.
15. **DELIVERABLES**: All documents and/or reports drafted for publication by or for the CIWMB in accordance with this contract shall adhere to the CIWMB's Guidelines for Preparing CIWMB Reports (available upon request) and shall be reviewed by the CIWMB's Contract Manager in consultation with one of the CIWMB's editors.
16. **SUCCESSORS**: The provisions of this Agreement will be binding upon and inure to the benefit of the CIWMB, the Contractor, and their respective successors.
17. **CONTRACT MANAGEMENT**: The Contractor and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California. The Contractor may change the designated Project Director, but the Board reserves the right to approve any substitution of the Project Director. Contractor's key personnel may not be substituted without the CIWMB's Contract Manager's prior written approval. The CIWMB may change the Contract Manager by notice given to the Contractor at any time. The CIWMB staff will be permitted to work side by side with the Contractor's staff to the extent and under conditions that may be directed by the Contract Manager. In this connection, the CIWMB's staff will be given access to all required data, working papers, etc. The Contractor will not be permitted to utilize the CIWMB's staff for the performance of services, which are the responsibility of the Contractor unless the Contract Manager previously agreed to such utilization in writing, and any appropriate adjustment in price is made. No charge will be made to the Contractor for the services of the CIWMB's staff for coordination or monitoring functions.
18. **PUBLICITY AND ACKNOWLEDGEMENT**: The Contractor agrees that it will acknowledge the CIWMB's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material.
19. **UNRELIABLE LIST**: Prior to authorizing a Subcontractor(s) to commence work under this Agreement, the Contractor shall submit to the CIWMB a declaration from the Subcontractor(s), signed under penalty of perjury, stating that within the preceding three years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, have occurred with respect to the subcontractor(s).

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

20. **WORK AUTHORIZATION**: If this Agreement is for services as needed, or has clearly specified sub-categories a work authorization will be required before work can begin pursuant to this Agreement. The Contract Manger will make this determination, when work authorizations are required, the Contract Manager will prepare a work authorization for each item of work. Each work authorization, as appropriate, will consist of a detailed statement of the purpose, objectives or goals to be undertaken by the Contractor, identification of the Contractor/subcontractor team, all significant material to be developed and delivered by the Contractor, all materials to be furnished by the CIWMB to the Contractor, the Contractor's estimated time schedule and person hours, billing rates and total cost of the work authorization.
 - A. All work authorizations will be in writing, negotiated and approved by the Contract Manager and the Contractor's Project Director prior to beginning work. However, in situations where expedience is of the utmost importance, the Contract Manager may verbally authorize the Contractor to begin work following up with written authorization.

- B. The level of effort required for each work authorization will vary for each proposed project. Therefore, the Contract Manager will establish the time lines for completion of duties to be performed at the time of assignment.
- C. The CIWMB reserves the right to require the Contractor to stop or suspend work on any work authorization. The Contract Manager will provide, in writing to Contractor's Project Director, notice of the date work is to be halted or suspended. Approved costs incurred to that date shall be reimbursed in accordance with this Agreement's provision.
- D. Each work authorization will be numbered sequentially.
- E. The actual costs of a completed, approved work authorization will not exceed the authorized amount, except if, in the performance of the work, the Contractor determines that the actual cost will exceed the estimated costs; the Contractor will immediately notify the Contract Manager. Upon such notification, the Contract Manager may:
 - 1. Alter the scope of the work authorization to accomplish the work within the estimated costs; or
 - 2. Augment the work authorization budget; or
 - 3. Authorize the Contractor to complete the work for the actual costs; or
 - 4. Terminate the work authorization.

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

- 21. SUBCONTRACTORS: All Subcontractors previously identified in the bid/proposal submitted are considered to be acceptable to the CIWMB. Any change or addition of Subcontractors will be subject to the prior written approval of the Contract Manager or Executive Director. Upon termination of any Subcontract, the Contractor shall notify the Contract Manager or the Executive Director immediately. If the CIWMB or the Contractor determines that the level of expertise or the services required are beyond that provided by the Contractor or its routine Subcontractors, The Contractor will be required to employ additional Subcontractors. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the CIWMB and any Subcontractors, and no Subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the CIWMB for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its Subcontractors is an independent obligation from the CIWMB's obligation to make payments to the Contractor. As a result, the CIWMB shall have no obligation to pay or to enforce the payment of any moneys to any Subcontractor.
- 22. CONTRACTOR EVALUATIONS: The CIWMB will evaluate the Contractor's performance within sixty days of the completion of this Agreement and shall remain on file by the CIWMB for a period of thirty-six months. If the Contractor does not satisfactorily perform the work or service specified in this Agreement, the CIWMB will submit a copy of the negative evaluation to the Department of General Services (DGS), Office of Legal Services, within five (5) working days of the completion of the evaluation. Upon filing an unsatisfactory evaluation with the DGS, the CIWMB shall notify and send a copy of the evaluation to the Contractor within fifteen days. The Contractor shall have thirty days to prepare and send a written response to the CIWMB and the DGS. The CIWMB and the DGS shall file the Contractor's statement with the evaluation. (PCC §10369).
- 23. PATENTS: The Contractor assigns to the CIWMB all rights, title, and interest in and to each invention or discovery that may be capable of being patented, that is conceived of or first actually reduced to practice in the course of or under this Agreement. Upon written request by the Contractor, the CIWMB may give, at the Executive Director's sole discretion, written consent to the Contractor to retain all or any part of the ownership of these rights.
- 24. OWNERSHIP OF DRAWINGS, PLANS AND SPECIFICATIONS: The CIWMB will have separate and independent ownership of all drawings, design plans, specifications, notebooks, tracings, photographs, negatives, reports, findings, recommendations, data and memoranda of every description or any part thereof, prepared under this Agreement. The originals and all copies thereof will be delivered to the Board upon request. The CIWMB will have the full right to use said originals and copies in any manner when and where it may determine without any claim on the part of the Contractor, its vendors or subcontractors to additional compensation.

25. **COPYRIGHTS AND TRADEMARKS:** The Contractor shall assign to the CIWMB any and all rights, title and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement, including the right to register for copyright or trademark of such materials. The Contractor shall require that its subcontractors agree that all such materials shall be the property of the CIWMB. Such title will include exclusive copyrights and trademarks in the name of the CIWMB. Upon written request by the Contractor, the CIWMB may give, at the Executive Director's sole discretion, written consent to the Contractor to retain all or any part of the ownership of these rights.

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

"Prepared as part of CIWMB contract number **(Insert)**, Total Contract Amount **(Insert)**, pursuant to Government Code Section 7550."

26. **ENVIRONMENTAL JUSTICE:** In the performance of this Agreement, the Contractor shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State. (Government Code Section 65040.12(e)).

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

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

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

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

In addition, any written documents such as, publications, letters, brochures, and/or reports shall be printed double-sided on 100% post-consumer (PC) paper. If the contractor does not feel 100% PC paper is appropriate for the publication, such as one with many full color photos, the contractor shall suggest a lower PC paper. However, no paper shall be used containing less than 30% PC fiber. All papers containing less than 100% PC fiber must be approved by the contract manager prior to the substitution. The paper should identify the post-consumer recycled content of the paper (i.e., "printed on 100% post-consumer paper"). When applicable, the Contractor shall provide the Contract Manager with an electronic copy of the document and/or report for the CIWMB's uses. When appropriate, only an electronic copy of the document and/or report shall be submitted and no hard copy shall be provided.

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

31. **INSURANCE:** When required, the Contractor must provide: 1) a Certificate of Insurance insuring the CIWMB, and/or 2) verification of Worker's Compensation insurance. The Contractor must provide said Certificate of Insurance and/or verification to the CIWMB within ten (10) days after notification of the CIWMB's intent to award the Agreement. The

Agreement will not be executed nor can work begin unless said Certificate of Insurance and/or verification is provided to the CIWMB.

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

- A. The CIWMB, its officers, agents, employees, and servants shall be included as additional insured.
- B. The dates of inception and expiration of coverage shall be specified.
- C. A minimum liability coverage of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined shall be specified. The coverage shall not include a deductible feature.
- D. The insurer will not cancel the insured's coverage without thirty days prior written notice to the CIWMB.
- E. The CIWMB is not liable for the payment of premiums or assessments on said policy.
- F. The insurance coverage shall be on an occurrence basis only.

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

32. CONFLICT- FUTURE BIDDING LIMITATION: Pursuant to Public Contracts Code section 10365.5:

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

ADDITIONAL PROVISIONS

1. **CONFERENCING PROVISIONS:** The Contractor shall take any and all steps necessary to make sure the Event is a model for future recycling, waste prevention, diversion, buy recycled, and waste management events.
 - A. **Paper Products:** All paper products used to fulfill the requirements of this Contract (names tags, badges, letters, envelopes, brochures, etc.) must contain at least 30% post-consumer recycled content fiber.
 - B. **Re-usable Cups, Plates, & Utensils:** To the greatest extent possible, use reusable washable utensils, dishes, tableware, and etc. rather than single use disposable products.
 - C. **Leftover Food & Beverages:** All leftover food and or beverages associated with the event will be donated to an established food donation outlet. The arrangements for the donation must be made prior to the date of the event. If needed the CIWMB staff will assist the Contractor in identifying the donation outlets.
 - D. **Recycling/Composting:** The arrangements must be made with the venue, sponsor, or by Contract to provide adequate collection bins for recyclables, organics (food waste) or biodegradable materials and trash (non-recyclables). The bins should contain at least 30% post-consumer plastic. In addition, the Contractor shall work with the venue and/or sponsors to maximize diversion of the discarded materials.
 - E. **Soy-based Printing Ink:** To the greatest extend possible, soy ink instead of petroleum based inks should be used to print all documents for the event.