



Invitation for Bid
IWM05022
“Foreclosure Services”

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SECTION I**OVERVIEW**

General Information	<p>The California Integrated Waste Management Board (CIWMB) promotes a zero waste California in partnership with local government, industry, and the public. This means managing the estimated 76 million tons of waste generated each year by reducing waste whenever possible, promoting the management of all materials to their highest and best use, and protecting public health and safety and the environment.</p>
CIWMB Contact	<p>California Integrated Waste Management Board 1001 I Street, Contracts Unit, MS-07 Sacramento, CA 95812 Phone: (916) 341-6649 FAX: (916) 319-7226 EMAIL: contracts@ciwmb.ca.gov</p>
Service Need	<p>Foreclosure Services</p>
Contract Budget	<p>Subject to the availability of funds and approval by the Board, there is a current maximum budget of \$15,000.00.</p> <p>The CIWMB reserves the right to amend the budget for this Agreement as needs arise.</p>
Payment Withhold	<p>The provisions for payment under this contract will be subject to a ten percent (10%) withholding per task.</p> <p>The withheld payment amount will be included in the final payment to the Contractor and will only be released when all required work has been completed to the satisfaction of the CIWMB.</p>
Performance Penalty	<p>The selected Contractor, to receive award of this agreement, will be subject to a performance penalty if required deliverables are not submitted by the due date outlined in the Scope of Work.</p> <p>The penalty will be equivalent to five percent (5%) of the budgeted amount for each task not completed in the required timeframe.</p>
Contract Term	<p>The term of this Agreement will span approximately 24 months and is expected to begin in January, 2006.</p> <p>The CIWMB reserves the right to amend the term of this Agreement as needs arise.</p>
Process Type	<p>Invitation for Bid (IFB).</p>

OVERVIEW CONT.

Process Schedule

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

Advertisement Date	Thursday, December 15, 2005
Written Questions Due by 5:00 pm	Friday, December 23, 2005
Submittal's Due by 2:00 pm	Friday, January 6, 2006
Bid Opening at 2:00 pm	Friday, January 6, 2006

SECTION II**RULES AND CONDITIONS**

Introduction

There are conditions that this IFB, submitting Bidders, bids and resulting Agreements are subject to and/or required to comply with.

Commitment

Upon submittal of a Bid, the Contractor has committed to comply with the following requirements:

- All items noted in IFB documents
- Special Terms and Conditions contained in this IFB
- General Terms and Conditions available for viewing at www.ols.dgs.ca.gov/Standard+Language.
- Contractor Certification Clauses available for viewing at www.ols.dgs.ca.gov/Standard+Language.

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

The CIWMB is not committed to award an Agreement resulting from this IFB.

Antitrust Claims

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

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

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

Contractor's Cost

All costs resulting from the Contractor's participation in the IFB process are at the firm's expense.

No costs incurred by the Contractor participating in the IFB process will be reimbursed by the CIWMB.

RULES AND CONDITIONS CONT.

Information

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

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

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

Addenda

The CIWMB reserves the right to amend, alter, or change the rules and conditions of this IFB.

Any ambiguity, conflict, discrepancy, omission, or other error discovered in the IFB should immediately be reported to the CIWMB prior to the deadline for submission of written questions. The CIWMB will issue addenda to address such issues.

Modification of Submittals

A Bid submitted prior to the submittal deadline, can be withdrawn or modified by the submitting Bidder. The Bidder must:

- Provide a written request
- Identify the requesting individual and their association to the Bidder

A Bid cannot be withdrawn after the submittal deadline has passed.

Errors in Submittals

An error in a Bid Package may be cause for rejection of that bid.

The CIWMB may make certain corrections, if the Bidder's intent is clearly established based on review of the complete bid.

Unreliable List

Any Contractor or subContractor currently of the CIWMB Unreliable list, is ineligible to apply for or participate in this contract.

Negotiating State Contracts

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

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

Electronic Waste Recycling

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

Use Tax

If, during the course of the agreement, the Contractor will be involved in the re-sale of goods to the State, they must comply with the requirements of Section 6452.1, 6487, 6487.3, 7101, and 18510 of the Revenue and Taxation Code, in addition to Section 10295.1 of the Public Contract Code.

RULES AND CONDITIONS CONT.

Small Business (SB) Preference

Any Bidder competing in this process as a California Certified SB, will receive a five percent (5%) preference.

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

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

SubContractors

All subContractors identified in the bid, must be experts in their respective disciplines and capable of performing the tasks for which they are hired.

If awarded the agreement, the Contractor must use all of the SB and Disabled Veteran Business Enterprise (DVBE) firms identified on the SB/DVBE Participation Summary.

The CIWMB reserves the right to approve substitutions of subContractors, as long as, certified business participation levels remain unchanged.

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SECTION III**BID SUBMITTAL REQUIREMENTS**

Introduction

Failure to follow the instructions contained in this document may be grounds for rejection of a Bid.

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

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

Deadline

The Bid Package must be received by the CIWMB, at the address listed in Section I, Overview by 2:00 p.m. on Friday, January 6, 2006.

Bids received after the deadline, will be considered late and returned to the Bidder unopened.

Addressing

The Bid Package must clearly state that it is in response to this IFB and note the IFB number listed with the direction of "Mailroom – do not open."

Number of Copies

The Bidder is required to submit all required documents in the following format:

- One original, non-bound hard copy marked "Original"
- One electronic copy from disc or compact disc viewable by Adobe Acrobat Reader

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

Document Printing

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

Qualifications and Resources

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

Each bid must include a description of the resources to be used on the project while demonstrating an individual or team members abilities to perform the work. The bid must include resumes for the Contract Manager, Personnel and SubContractors, that include:

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

References

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

The CIWMB reserves the right to seek references in addition to the client references provided by the Bidder, as it deems necessary.

If a reference or project experience is unable to be verified, it will be disregarded.

BID SUBMITTAL REQUIREMENTS CONT.

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

- Date of establishment
- History
- Location
- Any known conflict's of interest

Contract Eligibility The Bidder must include a written declaration, stating that the Contractor and any SubContractors to be used during the performance of the contract are eligible to contract with the State of California, pursuant to PCC 10286.

Licenses The Contractor shall be an individual or firm licensed to do business in California, pursuant to California Business and Profession Code Section 7028.15.

A copy of the Bidder's state license with an expiration date, must be included with the Bid Package.

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

SB and DVBE commitments must be identified by task and dollar amount and included in the task by task bid submittal.

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

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

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

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

Small Business (SB) Participation

The CIWMB expects a minimum of five percent (5%) of the project services to be contracted to a California Certified SB that performs a commercially useful function.

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

- If the Bidder is a Certified SB, as defined in Section V, Definitions and Terms, the Participation Summary Form must be completed and submitted with the Bid Package.
- If the Bidder has identified subContractors to be utilized to meet this goal, the Participation Summary Form must be completed and submitted with the Bid Package.
- If the Bidder has made a good faith effort to meet these goals and has been unable to secure a Certified SB, the Bidder must complete the Demonstration of Good Faith Effort Form and submit it with the Bid Package.

Disabled Veteran Business Enterprise Participation (DVBE)

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

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

- If the Bidder is a Certified DVBE, as defined in Section V, Definitions and Terms, the Participation Summary Form must be completed and submitted with the Bid Package.
- If the Bidder has identified subContractors to be utilized to meet this goal, the Participation Summary Form must be completed and submitted with the Bid Package.
- If the Bidder has made a good faith effort to meet these goals and has been unable to secure a Certified DVBE, the Bidder must complete the Demonstration of Good Faith Effort Form and submit it with the Bid Package.

Enterprise Zone Act (EZA)

If the budget for services outlined in this announcement, exceeds \$100,000, the CIWMB will grant a preference for qualified Bidders.

The Bidder must provide reasonable demonstration of contract labor hours and certify that they will comply with the requirements of the EZA.

If the Bidder is qualified for this preference, the EZA Preference Request Form must be included in the bid submittal.

The form may be downloaded at www.ciwmb.ca.gov/contracts/forms.

BID SUBMITTAL REQUIREMENTS CONT.

**Target Area Contract
Preference Act
(TACPA)**

If the budget for services outlined in this announcement, exceeds \$100,000, the CIWMB will grant a preference for qualified Bidders.

The Bidder must provide reasonable demonstration of contract labor hours and certify that they will comply with the requirements of the TACPA.

If the Bidder is qualified for this preference, the TACPA Preference Request Form must be included in the bid submittal.

The form may be downloaded at www.ciwmb.ca.gov/contracts/forms.

**Local Agency Military
Base Recovery Act
(LAMBRA)**

If the budget for services outlined in this announcement, exceeds \$100,000, the CIWMB will grant a preference for qualified Bidders.

The Bidder must provide reasonable demonstration of contract labor hours and certify that they will comply with the requirements of the LAMBRA.

If the Bidder is qualified for this preference, the LAMBRA Preference Request Form must be included in the bid submittal.

The form may be downloaded at www.ciwmb.ca.gov/contracts/forms.

SECTION IV**EVALUATION AND SELECTION**

Introduction

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

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

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

Grounds for Rejection

All bids may be rejected whenever the determination is made that the bids received are not really competitive, when the cost is not reasonable, or when the cost exceeds the amount expected.

Additionally, a bid may be rejected if:

- It is received after the due date and time for submittal
- The bid submittal is unsigned
- The bid cost is not prepared as required by the IFB
- The Bidder has been prohibited from contracting with the State by the Department of Fair Employment and Housing
- The Bidder has received a substantive negative contract performance from the State
- Any items required by the IFB are not included with the submittal

No bid may be rejected arbitrarily or without reasonable cause.

Bid Opening

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

Award of Agreement

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

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

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

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

The CIWMB reserves the right to not award an Agreement.

Rejection of Award

If the Bidder fails to enter into a satisfactory Agreement within a reasonable timeframe after the award is made, the CIWMB may deem that the Bidder has rejected the award.

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

The CIWMB will notify the rejected lowest responsive Bidder, at least five (5) days prior to the award being made, of the decision not to award the agreement.

Bidder Notifications

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

EVALUATION AND SELECTION CONT.

Notice of Intent to Award

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

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

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

Protest of Award

A Bidder may protest the proposed award by filing an official protest with the Department of General Services. The protest must be filed within the five (5) day period of the notice of intent to award timeframe.

Within five (5) days of the initial protest filing, the Bidder must submit a detailed written statement with information that supports that the Bidder would have been awarded the contract and the grounds for that position.

The Agreement will not be awarded until a decision has been made on the filed protest.

The protest documents should be sent via registered mail to the following parties:

Department of General Services
Office of Legal Services
Attn; Protest Coordinator
707 Third Street, 7th floor
Sacramento, CA 95605
Fax (916) 376-5088

California Integrated Waste Management Board
Attn; Contracts Unit
1001 I Street, MS-7
Sacramento, CA 95814
Fax (916) 319-7226
Email contracts@ciwmb.ca.gov

SECTION V**DESCRIPTION OF WORK**

Work to be Performed The contractor will perform all services required under state and federal law for a Non-Judicial foreclosure proceeding, including but not limited to: preparing and filing a Notice of Default, scheduling a sale date, publishing notifications in appropriate newspapers, additional mailings and mandatory postings as required, processing reinstatement if acceptable to the Board, and conducting an auction to sell the property.

Tasks The contractor(s) will perform all services needed to initiate and complete a foreclosure on real property, in consultation with the Board's legal counsel. More specifically, the tasks are:

Task 1: Prepare and record a Notice of Default with County Recorder.

Task 2: Within 10 business days, mail Notice of default to borrower(s) with recording date.

Task 3: Within one month, mail Notice of default to borrower(s) again.

Task 4: After 90 days, set sale date, time and location (unless a bankruptcy has been filed), or other event occurs that holds the timeline.

Task 5: Send Notice of Sale to the Internal Revenue Service, if applicable, 25 days prior to Sale Date.

Task 6: Begin publishing Notice of Sale in an adjudicated newspaper, (must run for three consecutive weeks) within 20 days prior to Sale Date.

Task 7: Post the Notice of Sale on the property itself. Photograph the positing location for Board Records.

Task 8: Mail Notice of Sale to borrower and required parties, 20 days prior to Sale Date.

Task 9: Send Beneficiary Request for directions to property, within 10 days of first publishing the Notice of Sale.

Task 10: Record Notice of Sale with the County Recorder's Office, 14 days prior to sale date.

Task 11: Follow for expiration of the borrower's right to reinstate, within 5 days prior to Sale Date.

Task 12: Conduct the auction, the property is sold to the highest bidder or reverts back to lender, on the Sale Date.

Task 13: Perform other foreclosure services as needed.

Control of Work

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

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

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

If during the course of the Agreement, it is deemed necessary to replace the Program Manager, CIWMB staff approval is required.

SECTION VI DEFINITION AND TERMS

General Unless the context otherwise requires, wherever in this IFB or addenda, the following abbreviations and terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as provided in this Section.

Working titles having a masculine gender, such as “draftsman” and “journeyman” and the pronoun “he”, are utilized in these provisions for the sake of brevity, and are intended to refer to persons of either sex.

Abbreviations	ADA	Americans with Disabilities Act
	CCR	California Code of Regulations
	DVBE	Disabled Veteran Business Enterprise
	EPA	Environmental Protection Agency
	IFB	Invitation for Bids
	GC	Government Code
	CIWMB	California Integrated Waste Management Board
	PCC	Public Contract Code
	SB	Small Business
SOW	Scope of Work	

Agreement The written agreement covering performance of the work and furnishing of labor, materials, tools, and equipment in providing the work. The Agreement shall include the IFB, Bid, general and specific terms and conditions, and supplemental agreements which may be required to complete the work in a substantial and acceptable manner.

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

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

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

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

Board Members of The California Integrated Waste Management Board.

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

CIWMB The California Integrated Waste Management Board.

DEFINITION AND TERMS CONT.

Consultant	The person or persons, firm, partnership, corporation, or combination thereof, which may enter into this Agreement with the CIWMB to provide work pursuant to this IFB or his or their legal representatives.
Contract	A legally binding agreement between the state & another entity, public or private, for the provision of goods or services.
Contract Manager	A person designated by the responsible state agency or department to manage performance under a contract.
Contractor	A party contracting with the awarding agency. Vendor is often used synonymously with Contractor.
Director	The Executive Director of the California Integrated Waste Management Board, or designees. Any references to Executive Officer shall mean the Executive Director and/or its designated officer.
Disabled Veteran Business Enterprise (DVBE Certified)	A business that meets all of the following criteria: (1) at least 51% of the business is owned by one or more disabled veterans or, in a business whose stock is publicly held, at least 51% or more of the stockholders are disabled veterans (2) the management and control of the business are exercised by one or more disabled veterans; (3) the business is domestically owned and its home office is in the United States; and (4) the business has been certified as a DVBE by the State.
Legal Holidays	Those days designated as State holidays in the Government Code.
Program Manager	Contractor's representative for all work performed under this Agreement. All official correspondence, reports, submittals, billings, and other work done under this Agreement shall be reviewed and signed by the Program Manager prior to submittal to the Board.
Responsible Bidder	A bidder who is fully capable of performing the contract.
Responsive Bidder	A bidder whose bid meets the specifications & other requirements contained in the IFB.
Scope of Work	The description of work required of a Contractor by the awarding agency.
Small Business (Certified)	A business that has been certified by the Office of Small Business Certification and Resources, Department of General Services, as a small business as defined in GC 14837 and 2 CCR 1896.
State	The State of California.

DEFINITION AND TERMS CONT.

State Contract Law The Public Contract Code and other applicable laws that form and constitute a part of the provisions of this Agreement to the same extent as if set forth herein in full.

SubContractor A person or entity which contracts with the Contractor to perform all or a portion of the work as specified in the Scope of Work.

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ATTACHMENTS

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Bid Sheet

**Foreclosure Services
IWM005022**

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

Contractor/Company Name: _____

To determine the lowest, responsive bidder, flat fee per occurrence based on an estimated unpaid principal balance of \$500,000

Trustee's Fees associated with the Pre-Publication process of Non-Judicial Foreclosure activities: _____

Trustee's Fees associated with the Publication process of Non-Judicial Foreclosure activities: _____

Trustee's Fees associated with the Sale process of Non-Judicial Foreclosure activities: _____

Total Bid Price _____

For informational purposes only, please provide the following estimated costs based on a foreclosure occurring in Sacramento County:

	<u>Pre-Publication</u>	<u>Publication</u>	<u>Sale</u>
Record Notice of Default	_____	_____	_____
Record Rescission	_____	_____	_____
Mailing Costs	_____	_____	_____
Trustee's Sale Guarantee	_____	_____	_____
Record Notice of Sale	_____	_____	_____
Publish Notice of Sale	_____	_____	_____
Post Notice of Sale	_____	_____	_____
Record Trustee's Deed	_____	_____	_____

Acknowledgement/Authorization

The undersigned acknowledges the submittal of this bid constitutes an irrevocable offer for a ninety (90) day period for the CIWMB to award an Agreement. Additional acknowledgement is made of receipt of all competitive documents, including Addenda, relating to this Agreement.

The undersigned acknowledges that the Bidder has read all of the requirements set forth in CIWMB documents and will comply with said provisions.

The undersigned hereby authorizes and requests any person, firm, agency, or corporation to furnish any information requested by the CIWMB in verification of the recitals comprising this Bid and also hereby authorizes the CIWMB to contact such persons, firms, etc., in order to obtain information regarding the undersigned.

The undersigned acknowledges that there are no potential conflicts of interest, as defined in Public Contract Code (PCC) 10410, 10411, and Government Code (GC) 87100, by the submitting firm and/or any subContractors listed in the Bid.

I declare under penalty of perjury that the foregoing is true and correct.

Name & Title of Authorized Representative:	_____	Contractor Name:	_____
Address:	_____	Telephone #:	_____
City, State Zip:	_____	Email:	_____
Signature of Authorized Representative:	_____	Date Signed:	_____

Small Business/Disabled Veteran Business Enterprises (DVBE) Participation Summary

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

The appropriate certification letter issued by the Office of Small Business and Disabled Veteran Business Enterprise Certification (OSDC) shall be attached. For each small and DVBE business identified.

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Demonstration of Good Faith Efforts

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

Name of Person Contacted: _____ Title: _____

Date of Contact: _____

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

Agencies Contacted:

<u>Name of Agency</u>	<u>Person</u>	<u>Date of Contact</u>
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3 | Advertisements published in trade papers or other publications focusing on SB/DVBE firms.

<u>Name of Paper or Publication</u>	<u>Date Published</u>
-------------------------------------	-----------------------

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

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

<u>FIRM</u>	<u>CONTACT</u>	<u>DATE SENT</u>
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Demonstration of Good Faith Efforts (Cont'd)

5	SB/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: _____	

STATE OF CALIFORNIA

Recycled Content Certification

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

Contract # _____

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 _____

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 requirements	State's recycled content	
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
<u>PAINT (PT) LATEX PAINT, INTERIOR/EXTERIOR, MAINTENANCE</u>		50% TR 10% PC
<u>PAPER PRODUCTS (PP) PAPER JANITORIAL SUPPLIES, CORRUGATED BOXES, PAPERBOARD (BOXES, CARTONS, WRAPPING), HANGING FILES, FILE BOXES, BUILDING INSULATION, CONTAINERS</u>		50% TR 10% PC
<u>PLASTIC PRODUCTS (PL) TONER CARTRIDGES, CARPET, OFFICE PRODUCTS, PLASTIC LUMBER, BUCKETS, WASTE BASKETS, BENCHES, TABLES, FENCING, CLOTHING, PACKAGING, SIGNS, POSTS, BINDERS, AND BUCKETS</u>		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 wave 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.

Special Terms and Conditions

1. **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.

2. **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.

3. **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.

4. **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

 - a. 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.

5. **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.

6. **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).

7. **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.

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

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.

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.

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.

9. 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.

10. 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 IWM05022, Total Contract Amount (TBD), pursuant to Government Code Section 7550."

11. 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.

12. 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.

13. 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)).

14. 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.

15. 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.

16. 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.
17. 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:

- The CIWMB, its officers, agents, employees, and servants shall be included as additional insured.
- The dates of inception and expiration of coverage shall be specified.
- 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.
- The insurer will not cancel the insured's coverage without thirty days prior written notice to the CIWMB.
- The CIWMB is not liable for the payment of premiums or assessments on said policy.
- 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.

18. 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.
19. 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.

20. LIQUIDATED DAMAGES: It is the intent of this Contract that individual projects proceed in an uninterrupted manner from the date of commencement until all work contemplated in the Contract/Work Order has been completed. The Contract/Work Order authorized by Board Staff, and accepted by the Contractor shall include the number of days authorized to complete the project. All parties to the Contract agree that the Board will sustain damage for any day on which the Contractor arbitrarily suspends operations, or fails to prosecute the work. It is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Board will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the Board the sum of \$1,000 for each day on which the Contractor fails to perform work in accordance with the approved schedule without the approval of Board staff. The Contractor agrees to pay said liquidated damages herein provided for, and further agrees that the Board may deduct the amount thereof from any moneys due or that may become due the Contractor under the Contract. The Contractor shall not be assessed liquidated damages when the delay in completing the project is caused by the state.
21. 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.

22. **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.
23. **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.
24. **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.
25. 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 33hard copy shall be provided.
26. **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.
27. **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.
28. **STOP WORK NOTICE:** Immediately, upon receiving a written notice to stop work, the Contractor shall cease all work under this Agreement.
29. **SUBCONTRACTORS:** All SubContractors previously identified in the bid/bid 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.
30. **SUCCESSORS:** The provisions of this Agreement will be binding upon and inure to the benefit of the CIWMB, the Contractor, and their respective successors.

31. 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.
32. 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.

33. 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.
34. 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.

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.

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.

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.

Each work authorization will be numbered sequentially.

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:

- Alter the scope of the work authorization to accomplish the work within the estimated costs; or
- Augment the work authorization budget; or
- Authorize the Contractor to complete the work for the actual costs; or
- 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.

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Bid Completion Checklist

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

-
- Copy of Current State Issued License
 - Client References
 - Small Business/Disabled Veteran Business Enterprise (DVBE) Participation Summary or
 - Demonstration of Good Faith Efforts

The following number of BID packages must be submitted as the Contractor's response to this IFB:

- One (1) unbound reproducible original Bid package marked "original."
- One (1) Electronic copy of Bid Package in Adobe Acrobat format.

The following form is only required upon submittal as applicable pursuant to the provisions outlined in Section III, Submittal Requirements:

- Certification of Enterprise Zone Act Preference
- Certification of Target Area Contract Preference Act
- Certification of Local Military Base Recovery Area Act Preference

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

- Attachment E, Recycled Content Certification
- Payee Data Record

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

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Contractor Status Form

Contractor's Name _____ County _____
 Address _____ Phone No. _____
 _____ Fax No. _____
 Federal Employer Identification No. _____

STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS:

Individual Limited Partnership General Partnership Corporation Other

INDIVIDUAL:

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

PARTNERSHIP:

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

CORPORATION:

If a corporation, place and date of Incorporation: _____

Date corporation was authorized by Secretary of State: _____

President: _____ Vice-President: _____

Secretary: _____ Treasurer: _____

Other Officers: _____

OTHER: (Explain)

—

SMALL BUSINESS PREFERENCE

Are you claiming preference as a small business?

- YES – Attach approval letter from Office of Small Business Certification and Resources
- NO

Date you filed for small business preference: _____ Your small business ID No. _____

NOTE: THIS FORM MUST BE COMPLETED OR YOUR BID MAY BE REJECTED

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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:

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