



# California Integrated Waste Management Board

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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](http://www.ciwmb.ca.gov)

Arnold Schwarzenegger  
Governor

November 16, 2005

To: All Prospective Contractors

Subject: Environmental Services for Landfill and Disposal Site Remediation for Northern California, IWM05067

Attached is a copy of the Request for Qualifications (RFQ) for the "Environmental Services for Landfill and Disposal Site Remediation for Northern California, IWM05067" for the California Integrated Waste Management Board.

**The deadline for the receipt, regardless of postmark, of all Statements of Qualifications (SOQs) is Friday, January 6, 2006 at 2:00 p.m. If a SOQ is received after 2:00 p.m., it will be returned unopened.**

All hand delivered SOQs must be delivered to the Environmental Services Center at the California Environmental Protection Agency's headquarters building located at 1001 "I" Street, Sacramento, CA. Mailed SOQs shall be sent to the above mailing address.

All submissions must state on the outside envelope the following information:

**Response to RFQ Number IWM05067  
Mailroom - Do Not Open**

If there are any questions regarding this RFQ please contact me at (916) 341-6120.

Sincerely,

*{Original Signed By}*

Tiffany Donohue  
Contract Analyst  
Administrative Services Branch

Attachments

Completion Checklist for  
Environmental Services for Landfill and Disposal Site Remediation for Northern California  
Request for Qualifications - IWM05067

Please use this checklist to assist in your preparation of the SOQ package to ensure that the following items are included in your submittal:

- \_\_\_\_\_ Signed cover letter printed on company letterhead
- \_\_\_\_\_ One (1) unbound reproducible original SOQ package marked "Original"
- \_\_\_\_\_ One (1) electronic copy of the SOQ package on CD-R viewable thru Adobe Acrobat Reader
- \_\_\_\_\_ All documents submitted double-sided on paper with a minimum of 30% post-consumer recycled content fiber, as attested to in the cover letter
- \_\_\_\_\_ Copy of at least one Class A, General Engineering Contractor's license with a Hazardous Substance Removal Certification (HAZ) issued within the State of California
- \_\_\_\_\_ Notarized Statement from Financial Institution
- \_\_\_\_\_ Audited or Reviewed Financial Statement
- \_\_\_\_\_ Resumes of Key Personnel
- \_\_\_\_\_ Organizational Chart
- \_\_\_\_\_ Attachment A, Small Business/DVBE Participation Requirements Certification
- \_\_\_\_\_ Attachment B, Government Code Section 87100 Form
- \_\_\_\_\_ Attachment C, PCC Section 10162 Questionnaire, PCC Section 10285.1 Statement, and Non-Collusion Statement

**NOTE - If any of the above items are missing from the submitted proposal package, your package will be considered incomplete and may be disqualified from the process.**

The following forms are only required upon submittal as applicable pursuant to the provisions outlined in Section III, Minimum Qualifications, Subsections D and E:

- \_\_\_\_\_ Attachment D, Small Business/Disabled Veteran Business Enterprise (DVBE) Participation Summary
- \_\_\_\_\_ Attachment E, Demonstration of Good Faith Efforts

**STATE OF CALIFORNIA**



INTEGRATED  
WASTE  
MANAGEMENT  
BOARD

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**REQUEST FOR QUALIFICATIONS**

**FOR**

**ENVIRONMENTAL SERVICES FOR LANDFILL AND DISPOSAL SITE  
REMEDICATION FOR NORTHERN CALIFORNIA**

**CONTRACT NUMBER IWM05067**

California Integrated Waste Management Board  
1001 I Street  
P.O. Box 4025  
Sacramento, California 95812-4025

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## SECTION I

### INTRODUCTION

The Solid Waste Cleanup Program (SWCP) of the California Integrated Waste Management Board (CIWMB), pursuant to Public Resources Code section 48020 et seq., remediates conditions at solid waste disposal and codisposal sites where responsible parties either cannot be identified or are unable or unwilling to pay for timely remediation and where cleanup is needed to protect public health and safety or the environment. The CIWMB is authorized to implement the Program by spending funds directly for site investigation, design, and cleanup and proposes to accomplish this with the agreement resulting from this Request for Qualifications (RFQ). This RFQ seeks Statements of Qualifications (SOQ) from Proposers interested in performing various types of remediation at closed and abandoned landfills and illegal disposal sites throughout Northern California.

Proposers must have qualifications, experience, and resources to perform the work required by this Agreement. Proposers must be licensed to do business in California, and shall have the appropriate registrations and licenses to perform the services as outlined in Section V, Subsection A, Scope of Work. The selected Contractor is required to provide and maintain appropriate insurance throughout the term of the Agreement.

#### A. GENERAL INFORMATION

Interested parties may obtain a Request for Qualifications (RFQ) solicitation package by downloading it at [www.ciwmb.ca.gov/contracts](http://www.ciwmb.ca.gov/contracts) or by submitting a written request to:

Contracts Unit, MS-07  
California Integrated Waste Management Board  
1001 I Street  
Sacramento, CA 95812  
FAX: (916) 319-7479  
E-mail: [contracts@ciwmb.ca.gov](mailto:contracts@ciwmb.ca.gov)

#### B. BUDGETED FUNDS

The contract resulting from this RFQ will be initially funded at \$1,500,000, subject to the availability of funds. The contract amounts may be supplemented during the term of the agreement for an amount not to exceed \$5,000,000. However, the CIWMB may increase funding of the contract in excess of \$5,000,000 if needs arise that require additional funding.

#### C. TERM

The term of the Agreement to be awarded under this RFQ is approximately 25 months and is expected to begin April 2006. Actual work under the Agreement shall not begin until written notification is received from the CIWMB.

**D. SCHEDULE**

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

Advertisement Date/RFQ Solicitation Package Released.....	November 16, 2005
All Written Questions must be received by 4:00 PM.....	November 30, 2005
Statement of Qualifications Must Be Received by 2:00 PM .....	January 06, 2006
Interviews Conducted With Highest Ranked Firms .....	January 19, 2006
Begin Negotiations with Most Qualified Firm .....	January 20, 2006
Board Approval of Award of Agreement .....	February 14, 2006

## SECTION II

### RULES AND CONDITIONS

#### A. GENERAL INFORMATION

Contractor selection will be based on qualifications only, subject to the successful negotiation of Agreement rates. Contractor's rates, markups for labor, equipment, materials, subcontractors, and fees will be negotiated following selection of the most qualified Proposers and will remain fixed for the duration of the Agreement. If agreement cannot be reached, CIWMB staff will terminate negotiations and negotiate with the next most qualified Proposer. The provisions of this RFQ and the successful Proposer's submittal will be made a part of any Agreement awarded from this RFQ.

Each Proposer shall designate in the SOQ a Program Manager who shall be its representative for all work performed under the Agreement. The Program Manager shall have authority to represent and act for the Contractor. Should it become necessary to designate a new Program Manager during the term of the Agreement, the Contractor shall submit the proposed Program Manager's qualifications for approval by CIWMB staff. The Contractor shall not assign a new Program Manager without prior approval of CIWMB staff.

#### B. SUBMISSION OF STATEMENT OF QUALIFICATIONS

The submittal shall consist of one unbound original SOQ package marked "Original" plus one electronic copy of the entire SOQ package, including attachments on CD-R viewable in Adobe Acrobat Reader. All documents must be submitted double-sided on paper with a preferred amount of 100% post-consumer recycled content fiber. If it is not cost effective for the firm to utilize 100% content, a minimum of 30% post-consumer recycled content fiber must be utilized. The complete submittal must be in a sealed envelope or container marked with the interested firm's name and address and the following:

**STATEMENT OF QUALIFICATIONS  
CONTRACT NUMBER IWM05067  
MAILROOM - DO NOT OPEN**

All RFQ submittals must be received, regardless of postmark, **no later than 2:00 PM** on the due date identified in Section I, Schedule. Submittals received after the specified date and time will **not** be considered and will be returned unopened.

The CIWMB reserves the right to accept or reject any or all submittals. The CIWMB reserves the right not to award any Agreement under this RFQ. In addition, award of this Agreement does not obligate the CIWMB to issue any work orders and the successful Contractor shall have no claim for damages or compensation for anticipated profits should the CIWMB not issue any work orders.

Statement of Qualifications submitted via mail must be addressed to:

Attn: Tiffany Donohue, Contracts Unit—MS-7  
Business Administration Office  
California Integrated Waste Management Board  
PO Box 4025  
Sacramento, CA 95812-4025

Statement of Qualifications by hand or courier must be received at:

California Integrated Waste Management Board  
c/o California Environmental Protection Agency's  
Environmental Services Center  
Attn: Tiffany Donohue  
1001 I Street, First Floor  
Sacramento, CA 95814

## C. SUBMITTAL REQUIREMENTS

Failure to follow the instructions contained in this RFQ may be grounds for rejection of a SOQ. The CIWMB may reject any SOQ if it is conditional, incomplete or contains irregularities. The CIWMB may waive an immaterial deviation in a SOQ, when it is determined to be in the best interest of the CIWMB. The CIWMB's waiver of an immaterial defect will in no way modify the RFQ documents or excuse the Proposer from full compliance with any Agreement requirements. To be considered responsive to this RFQ, interested Proposers must submit the SOQ package containing the following information:

1. Cover Letter - The cover letter shall be signed by an individual who is authorized to bind the Proposer and shall indicate that person's title or position. The cover letter must be on the Proposer's company letterhead and contain the following information:
  - a. Name and address of the Proposer submitting qualifications;
  - b. Name, telephone number, and e-mail address of a person who can be contacted if further information is required;
  - c. Name, title, address, telephone number, and e-mail address of individual(s) with authority to negotiate and execute a binding Agreement on behalf of the Proposer;
  - d. Statement that the submission is a firm and irrevocable offer for a 90-day period; and
  - e. Statement attesting to the fact of the percentage of post consumer recycled content fiber paper used in the compilation of the SOQ package.
  - f. If the firm is submitting a response to this solicitation for Northern California (IWM05067) and the solicitation for Southern California (IWM05017) you must identify a regional preference for award. A single firm will not be allowed to receive an award for both regions.
2. Required Documents (Completion Checklist) - Proposers shall provide all of the forms and/or documentation required by this RFQ. A completion checklist is provided on the back of the cover letter of this RFQ that identifies, at a minimum, the items to be included in the submittal package. This completion checklist should be referenced when compiling the submittal package. If any of the items listed on the completion checklist are missing from the submitted package, the package will be considered incomplete and may be disqualified from the process.
3. Proposer's Statement of Qualifications (Section VIII of this RFQ) - Proposers shall respond to all items in the SOQ form. If the answer to any item is "Not Applicable" or "None" so state in the designated space on the SOQ form. If there is no response for an item, the SOQ package may be considered non-responsive and the submittal may be rejected. The following information is provided as clarification of the requirements of some subjects contained within the SOQ (Section VIII) but is not a complete list of all information required for inclusion in the Proposers submittal:
  - a. References: Proposers must provide the name and current phone number of references that can confirm accuracy of experience and qualifications listed in the SOQ. References who are employees of the firm submitting the SOQ or employees of firms legally associated with the Proposer submitting the SOQ will not be considered as valid references. Experience or qualifications that cannot be confirmed by CIWMB staff (e.g., inappropriate contact person or incorrect telephone number) will be disregarded.
  - b. Organizational Chart: Proposers must provide an organizational chart following the format identified in Section VIII, Subsection G. Specific staff shall be identified for the following tasks, at a minimum:
    - 1) Program Manager
    - 2) Project Superintendents
    - 3) Health and Safety Officer
    - 4) Cost Estimators

A résumé for each of these personnel must be submitted with the SOQ. The same person may be responsible for multiple tasks, but their experience in each task must be indicated in their résumé. The organizational chart shall indicate other primary employees of the Proposer and any subcontractors who will, or may be, involved with projects during the course of the Agreement. The organizational chart shall also indicate whether the employee works for the Proposer or a subcontractor.

- c. **Personnel Information:** Include a list of all personnel who will perform the activities described in Section V, Subsection A, Scope of Work, including a summary of similar work performed by these personnel. Include a resume indicating related experience for each employee. Proposer must be able to provide, within a reasonable time frame, those personnel listed in the SOQ for support of the SWCP as needed.
- d. **Additional Information:** Proposers may provide any additional information that demonstrates the Proposers' ability to perform these types of work, experience with projects of similar scope, or any other information that demonstrates the Proposers' capabilities to perform work identified in Section V, Subsection A.
- e. **Partners/Subcontractors:** The variety of work may require resources beyond capabilities of some Proposers. If other construction firms are proposed as partners or subcontractors, the experience of those firms, in addition to the experience of the prime Proposer, shall be indicated on the appropriate forms in the SOQ. All experience documented on the forms shall be clearly marked to show which firm was responsible for the specific work.

Any additional information that demonstrates the abilities of a proposed subcontractor shall be included. Subcontractor personnel who are listed in the SOQ shall be clearly identified as employees of a subcontractor.

#### **D. MODIFICATION OR WITHDRAWAL OF PROPOSALS**

Any SOQ package received by the CIWMB before the required time and date may be withdrawn or modified by written request of the Proposer after verification of identification of the person requesting withdrawal or modification. Withdrawal of a SOQ does not prejudice the right of the Proposer to modify and/or submit a new SOQ before the deadline identified in the Schedule (Section I, Subsection D).

Proposers cannot withdraw a SOQ package after the final filing due date and time.

#### **E. PROPOSER'S COST**

Costs for developing the SOQ package and/or participating in this RFQ process are entirely the responsibility of the Proposer and such costs will not be reimbursed by the State of California. All SOQ packages and the contents therein, shall become the property of the CIWMB.

#### **F. COMMITMENT**

Upon submittal of a SOQ, the firm has committed to comply with the following requirements:

- All items noted in RFQ documents
- General Terms and Conditions (available for viewing at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language).)
- Contractor Certification Clauses (available for viewing at [www.ciwmb.ca.gov/contracts/Forms/CIWMB170.doc](http://www.ciwmb.ca.gov/contracts/Forms/CIWMB170.doc).)
- Special Terms and Conditions (available for viewing at [www.ciwmb.ca.gov/contracts/Forms/SpeTermsCond.pdf](http://www.ciwmb.ca.gov/contracts/Forms/SpeTermsCond.pdf).)
- Modified General Provisions of the Standard Specifications dated July 1999 (available for viewing at [www.ciwmb.ca.gov/contracts/Forms/StdSpecs99.pdf](http://www.ciwmb.ca.gov/contracts/Forms/StdSpecs99.pdf).)

The abovementioned requirements will be part of the Agreement or will be incorporated by reference into the Agreement.

This RFQ does not commit the CIWMB to award any Agreement or to pay any costs incurred in participation of this RFQ process. The CIWMB reserves the right to accept or reject any or all SOQ packages received as a result of this RFQ, to negotiate with any qualified Proposer, or to cancel this RFQ in whole or in part.

If a selected Proposer fails to enter into an Agreement within a reasonable period of time after the CIWMB approves selection of the proposed Contractor, the CIWMB may deem the Proposer to have rejected the offer. At that point, the Executive Director may disqualify said Proposer and begin negotiations with the next qualified firm. The Executive Director will determine what is a reasonable period of time for the selected Proposer to enter into the Agreement.

## **G. INFORMATION**

All information obtained or produced during the course of work shall be made available to the CIWMB and may be used by the CIWMB as it determines.

## **H. CONFIDENTIAL INFORMATION**

Prior to award of the Agreement, a SOQ package may be designated "confidential" to the extent permitted by the California Public Records Act (GC Section 6250 et seq.). The CIWMB agrees not to disclose such information or data furnished by Proposer and to maintain such information or data as confidential when so designated by Proposer 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 Public Contract Code (PCC).

## **I. TERMINATION**

The CIWMB has the authority and express right to terminate any Agreement awarded under this RFQ or any Work Order resulting from the Agreement at any time during the term of the Agreement for any reason, including but not limited to, instances where the CIWMB finds that the Contractor's work is negligent, not satisfactory, or not in accordance with the Agreement requirements.

## **J. PROPOSERS' INFORMATION CONFERENCE**

A Proposers' Information Conference will not be held for this RFQ process.

## **K. INQUIRIES**

1. Proposers seeking clarification of the requirements of this RFQ may submit questions in writing to the Board's Contracts Unit. Questions, suggestions or objections regarding the content of this RFQ, including but not limited to, the purpose, scope of work, and requirements, not submitted in writing by the deadline for questions shall be deemed waived and may not be raised at a later time. A summary of all Questions and Answers will be mailed only to those Proposers having received a RFQ package or those who requested notification through the Board's Contracts website.
2. All questions submitted in writing and delivered to the CIWMB via conventional mail must be received, regardless of postmark, at the Contracts Unit no later than the date and time identified in Section I, Subsection D, Schedule. All mailed questions must be in a sealed envelope clearly identified with the statement "Questions Relating to RFQ, IWM05067."

3. If the written inquiries are faxed or e-mailed, then the time and date on the correspondence must not be later than the date and time identified in Section I, Subsection D, Schedule. Questions received after said date and time will be disregarded.
4. Oral communications with the CIWMB officers and employees shall be non-binding on the CIWMB and shall in no way exclude the Proposer of any obligations as set forth in this RFQ.
5. All questions or inquiries regarding this RFQ shall be mailed, e-mailed or faxed to:

Contracts Unit—MS-7  
Business Administration Office  
California Integrated Waste Management Board  
PO Box 4025  
Sacramento, CA 95812-4025

Fax No. (916) 319-7479  
E-mail: [contracts@ciwmb.ca.gov](mailto:contracts@ciwmb.ca.gov)

The correspondence should be clearly marked "Questions Relating to RFQ IWM05067 - Mailroom Do Not Open."

#### **L. ADDENDA**

The CIWMB reserves the right to amend, alter or change the rules and conditions contained in the RFQ. Any modifications made by the CIWMB to the RFQ will be made by issuance of Addenda.

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFQ, Proposer shall immediately notify the CIWMB of such error in writing and request modification or clarifications no later than the deadline to submit written questions. The addenda will not divulge the source of the request. Notification of any addenda issued will be made only to those who received a RFQ package or requested notification through the CIWMB's Contracts website.

Receipt of Addenda must be acknowledged as indicated in Section VIII, Subsection H, "Acknowledgment/Authorization Form." All addenda to this RFQ can be viewed on the Contracts Unit website at [www.ciwmb.ca.gov/contracts](http://www.ciwmb.ca.gov/contracts).

#### **M. GOVERNANCE**

If any provisions of this Agreement are found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.

The person signing this Agreement on behalf of the Contractor certifies under penalty of perjury under the laws of California, the Contractor agrees that the Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

## SECTION III

### MINIMUM QUALIFICATIONS

#### A. STATEMENT OF QUALIFICATIONS

To respond to this RFQ, interested firms must submit a complete SOQ package including at a minimum all documents referenced in Section II, Subsection C, "Submittal Requirements." Each item in the SOQ must have a response. If there is no response for an item the SOQ may be considered non-responsive and the SOQ may be rejected. If the response to an item is "Not Applicable" or "None," so state in the space for that item.

#### B. 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.

#### C. ILLNESS AND INJURY PREVENTION PROGRAM (IIPP)

The Contractor shall have a current company IIPP that meets the requirements of 29 CFR 1910.120(b). The IIPP shall apply to all employees involved in the Agreement. Each subcontractor involved in the Agreement shall also have a current company IIPP.

The Contractor shall at all times be responsible for the protection of its employees and the public. Review of the Contractor's IIPP by CIWMB Staff shall in no way relieve the Contractor of responsibility for any aspect of its work, or for compliance with all Federal, State, and local laws pertaining to health and safety.

The Contractor's Program Manager or on-site project support staff shall be at the site whenever work is being performed, unless otherwise authorized by CIWMB Staff.

Prior to site entry, the Contractor shall ensure that:

1. Adequate work planning, health and safety, and operating procedures have been accomplished;
2. All personnel have been properly trained and briefed in hazards and procedures for the site to be entered;
3. Equipment and materials are on-hand to safely and efficiently complete the work; and
4. Proper site access authorization has been obtained.

#### D. SMALL BUSINESS PARTICIPATION AND CERTIFICATION

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 Certification and Resources. Questions regarding Small Business qualifications should be directed to that office at (916) 375-4940.

Attachment D must be completed and submitted with the SOQ package if the Proposer is a certified Small Business firm or if the Proposer has identified qualified Small Business firms as subcontractors. All Proposers shall acknowledge on Attachment A that they will comply with this requirement or make good faith efforts to meet this goal. If awarded an Agreement, the Contractor will be required to submit evidence that it has either met these participation goals (Attachment D) or made a good faith effort to meet the goals (Attachment E) with each Work Plan.

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

**E. DISABLED VETERAN'S BUSINESS ENTERPRISE PARTICIPATION AND CERTIFICATION**

This Agreement has participation goals of three percent (3%) of the total contract amount for qualified Disabled Veteran's Business Enterprise (DVBE). This three percent (3%) goal may apply to a combined effort of the Contractor and any sub-contractors. Any business used to meet the DVBE requirement must be certified by or have certification pending with the Department of General Services, Office of Small Business Certification and Resources. Questions regarding DVBE qualifications should be directed to that office at (916) 375-4940.

Attachment D must be completed and submitted with the SOQ package if the Proposer is a certified Small Business firm or if the Proposer has identified qualified Small Business firms as subcontractors. All Proposers shall acknowledge on Attachment A that they will comply with this requirement or make good faith efforts to meet this goal. If awarded an Agreement, the Contractor will be required to evidence that it has either met these participation goals (Attachment D) or made a good faith effort to meet the goals (Attachment E) with each Work Plan.

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

**F. COMPLIANCE WITH GOVERNMENT CODE SECTION 87100**

Attachment B must be completed and submitted with the SOQ package.

**G. PUBLIC CONTRACT CODE SECTIONS 10162 & 10285.1 & NON-COLLUSION**

Attachment C must be completed and submitted with the SOQ package. Attachment C includes the following provisions: 1) Public Contract Code Section 10162 Questionnaire, (2) Public Contract Code Section 10285.1 Statement, and 3) a Non-Collusion Affidavit.

## SECTION IV

### EVALUATION AND SELECTION

#### A. FAILURE TO FULFILL MINIMUM BID REQUIREMENTS

To be responsive, Proposer must comply with all minimum proposal requirements set forth in Sections I, II, and III. Failure to meet said minimum proposal requirements or failure to follow the instructions contained in this RFQ may be grounds for rejection. Any SOQ package modifying the conditions or specifications of this RFQ may be rejected.

#### B. GROUNDS FOR REJECTION

The CIWMB may reject any SOQ package if it is conditional, incomplete, or contains irregularities. The CIWMB may waive immaterial deviations and the SOQ package may be evaluated based on the information provided when considered to be in the best interest of the CIWMB. Waiver of an immaterial deviation shall in no way modify the RFQ requirements or excuse the Proposer from full compliance with the Agreement requirements. Grounds for rejection of a SOQ package include, but are not limited to, the following:

1. It does not include a reproducible master and the required number of copies;
2. It does not include all the documentation and completed forms required by this RFQ;
3. All responses to an item are not completed;
4. Required license information is not submitted with the SOQ package; or
5. Required authorizations and certifications for the SOQ package are not properly completed and signed.

#### C. SELECTION PROCESS

After the period has closed for receipt of submittals, each SOQ package will be opened and examined to determine compliance with the submittal requirements identified in this RFQ. If a SOQ package does not meet all the requirements, it may be considered non-responsive and eliminated from further consideration.

SOQs that meet the submittal requirements will be forwarded to the Selection Committee to evaluate and score each SOQ. Each committee member will independently score the SOQs based on the evaluation criteria listed in Table 1. Scores assigned based on evaluation criteria will then be converted to a ranking score. For purposes of identifying the firms to be interviewed, staff will determine the ranking hierarchy based on the cumulative ranking score received by each firm. At a minimum, the top three ranked firms will be invited to interview. In the event that less than three firms are qualified, all qualified firms will be invited to interview.

Information obtained from references, client contacts, project inspectors and regulators significantly influences the ranking of responsive firms. Proposers shall provide the name and current telephone number of references that can confirm the accuracy of experience and qualifications listed in the SOQ. Employees of Proposer, or employees of entities legally associated with the Proposer, will not be considered valid references. References that are inaccurately listed (e.g., inappropriate contact person or incorrect telephone number) will be disregarded. Experience that cannot be confirmed by CIWMB staff will be disregarded.

**TABLE IV**

<b>CRITERIA</b>	<b>MAXIMUM POINTS</b>
Overall professional experience, reliability, and continuity of the firm as related to the tasks described in the RFQ	20
Professional experience of the firm in executing contracts of a similar nature.	15
Adequacy of personnel numbers within specific disciplines required to complete the work required by the RFQ and the adequacy of number of principal(s) which are intended to be assigned to the contract.	15
Experience and training of key personnel as related to the work described in the RFQ and knowledge of applicable regulations and technology associated with the contract.	20
Quality and timeliness of recently completed or nearly completed projects, which were similar to the work described in the RFQ.	20
Specialized qualifications for the services to be performed.	10

**D. ORAL INTERVIEWS**

Proposers selected for interviews will be notified in advance of the time and place that the interviews will be conducted. Interviews will include discussion and evaluation of qualifications and methods for furnishing the required services. Proposers will also be notified of additional information, if any, to be provided at the interview. Failure to appear at the interview will be considered non-responsive and the Proposer may be eliminated from any further consideration.

Each committee member will independently score the interviewees' qualifications based on the criteria identified in Table 1, and when appropriate, supplemental questions. Scores assigned will then be converted to a ranking score. For purposes of identifying the most qualified firm, staff will determine the ranking hierarchy based on the cumulative ranking score received by each interviewed firm. In the event of a tie, the Selection Committee will be reconvened to review the scores and identify the firm deemed most highly qualified to provide the services required.

**E. NEGOTIATION OF CONTRACTS**

Board staff will request a detailed Fee Proposal from the highest ranked firm. Board staff will prepare the State's estimate of fees prior to negotiations. The Board staff estimate will remain confidential until award of the Agreements or abandonment of any further procedure for the services to which it relates. The Proposer's Fee Proposal shall include appropriate wage rates for office support personnel and appropriate markup rates to be utilized in the performance of the Agreement.

Board staff will attempt to negotiate an agreement with the highest ranked firm. If an agreement is reached, staff will recommend to the Board that the selected firm be awarded the Agreement. If an agreement cannot be reached with the firm, negotiations will formally be terminated with that firm. Negotiations will then begin with the next highest ranked firm. Failing accord, negotiations shall be terminated. This process will be repeated as necessary until negotiations have been terminated with all interviewed Proposers. Should Board staff be unable to negotiate a satisfactory agreement with all of the interviewed Proposers, Board staff may select additional firms in the manner prescribed above and continue the negotiation procedure until an agreement is reached, or negotiations on this RFQ are terminated by the Board.

## **F. AWARD OF AGREEMENT**

Award of the Agreement shall be to the highest-ranking firm meeting all the requirements of this RFQ after successful negotiations have been completed. If the firm is the highest-ranking firm for this solicitation and for the solicitation for the Southern California Region (IWM05017), the award will be based on the firm's regional preference. Once the regional preference is administered, the next highest-ranking firm will be awarded the contract for the remaining region.

The Board reserves the right to not award the Agreement.

The following forms and information will be required prior to the CIWMB's execution of the Agreement:

1. Payee Data Record (Standard Form 204);
2. Evidence that the Contractor has either met the participation goals (Attachment D) or made a good faith effort to meet the goals (Attachment E) identified in Section III, Subsections D and E of this RFQ;
3. Verification of Worker's Compensation Insurance; and
4. Certificate(s) of Insurance.

## **G. EXECUTION OF AGREEMENT**

After the Contractor receives the Agreement for execution, it shall be signed by the Proposer and returned within 10 days, not including Saturdays, Sundays and legal holidays. If the Proposer fails to enter into a contract within this time period, the CIWMB may deem the Proposer to have rejected the Agreement. At that point, the CIWMB may disqualify the Proposer and negotiate and award the Agreement to the next most qualified Proposer.

## **H. START OF WORK**

When the Agreement has been approved by the CIWMB, a fully executed copy of the Agreement will be mailed to the Contractor. Upon receipt of a fully executed Agreement, SWCP staff may provide the Contractor with Work Orders for work described in this RFQ.

## SECTION V

### DESCRIPTION OF WORK

#### A. SCOPE OF WORK

##### I. INTRODUCTION/OBJECTIVES

Pursuant to Public Resources Code (PRC) Sections 48020 et seq., the California Integrated Waste Management Board (CIWMB) administers the Solid Waste Site Cleanup Program (Program). In administering the Program, the CIWMB is authorized to expend funds directly for cleanups. The purpose of this contract is to provide environmental services where the CIWMB determines that the direct expenditure of funds is the appropriate method for site cleanup.

##### II. WORK TO BE PERFORMED

All work under this contract shall be completed in accordance with the State of California Department of Transportation publication entitled Standard Specifications that is in effect when the work is performed and the plans, special provisions, approved Work Plans, and instructions included in Work Orders issued under the contract.

The Contractor may be required to perform remediations at solid waste disposal sites and illegal disposal sites located in Northern California on an as-needed basis during the contract period. For the purpose of this contract, Northern California is defined as all counties within California located to the north of, and including, Monterey County, Kings County, Tulare County, and Inyo County. The Contractor will serve as backup for other environmental services contractors serving other geographic areas of California and may be required to work in those areas in case resources to perform required tasks in accordance with the CIWMB's requirements are unavailable.

Based on previous remediation contracts, as many as three different sites may be under remediation at any one time. The level of cleanup may vary significantly, but activities listed herein are expected to be required for up to three concurrent remediation projects. Firms interested in this contract must be able to provide staff with technical abilities, related experience, and sufficient workforce to ensure cost effective and timely remediation of sites selected for the Program. All Site Superintendents shall be currently certified for Hazardous Waste Operations and Emergency Response (HAZWOPR) in accordance with Title 29, Code of Federal Regulations (29 CFR), Section 1910.120 and Title 8, California Code of Regulations (8 CCR), Section 5192 and have appropriate experience to adequately perform the tasks outlined below.

Types of anticipated work include, but are not limited to:

1. Removal, transportation, and disposal of solid waste, as defined in PRC Section 40191, where recycling of the waste is not economically practical.
2. Collection, transportation, storage, transfer, and/or processing of materials suitable for recycling that would otherwise become solid waste.
3. Consolidation of solid waste and/or burn ash and construction of soil or other types of covers.
4. Site grading and construction of drainage systems.
5. Installation of erosion control systems and establishment of vegetative cover.
6. Construction of excavations, embankments, and placement of fill.
7. Installation of fencing, barriers and signs.
8. Performing trenching, drilling, and other activities for subsurface exploration in support of investigations of potential sites.

9. Identification, collection, segregation, removal, disposal, and/or recycling of hazardous waste as defined in California Health and Safety Code Section 25117, and other wastes encountered during solid waste cleanup.

10. Preparation of Work Plans. Work Plans shall include, but are not limited to, project work elements, a project schedule, a cost estimate, a site specific injury and illness prevention plan, and any other required documents.

### **III. TASKS IDENTIFIED**

All work under this contract will be performed through Work Orders issued to the Contractors. When Program staff determines the need for Contractor services under this Agreement, a Work Order will be issued. The Work Order will detail specific tasks or activities to be completed, provide a schedule for completion, and give a maximum cost for accomplishing the work. Work Order cost will be determined after discussions between the Contractor and Program staff and the preparation of a cost estimate by the Contractor.

The Contractor shall not perform or undertake any work that is not indicated or addressed in the Work Order. The Contractor shall immediately notify Program staff of any condition or event that may interfere with completion of the work or which may require a modification in the Work Order. Program staff will, in a reasonable time, provide written direction to the Contractor clarifying any required adjustment to the Work Order. Any unauthorized modification of the Work Order, work in excess of that provided for in the Work Order, or changes and additions not authorized in writing by Program staff, will not be considered for compensation.

### **IV. CONTRACT/TASK TIME FRAME**

It is the CIWMB's intent to have the contract extend to May 2008, but the CIWMB may extend or terminate the contract as deemed necessary and in accordance with the contract provisions. Deadlines for each authorized task are to be specified in each Work Order.

The following provision will be included in the Terms and Conditions and/or Special Terms and Conditions of the contract:

### **V. COPYRIGHT PROVISION**

The Contractor shall establish for the CIWMB 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.

## **B. WORK PLANS**

Work Plans shall include, but are not limited to, the following elements:

1. Introduction: Identify reference documents used to prepare the Work Plan, summarize the site visit and contacts made, and discuss problems encountered. Identify landfills and recycling facilities to be used, material sources, haul routes and other relevant information.
2. Project Supervision: Identify Contractor's key personnel and support staff assigned to the project. Include as a minimum by name the project manager, site superintendent, and subcontractor key personnel/contacts. Describe the organizational relationship for the project and responsibilities of assigned personnel.
3. Project Work Elements: Briefly describe the remediation method for items of work identified in the Work Order or other items as identified by the Contractor that are required to complete the remediation, including mobilization/demobilization, site

utilities and facilities, permits, and temporary environmental controls. Include work hours and days for these elements of the project.

4. **Project Schedule:** Prepare a time schedule beginning with start of mobilization through completion of demobilization. Provide a timeline for all major items of work.
5. **Cost Estimate:** Prepare a cost estimate that includes costs for each item of work, project supervision, site utilities and facilities, permits, mobilization, demobilization, and bonds. Develop costs for items of work as follows: labor/equipment hours multiplied by Contract rates including markups and surcharges; for materials, subcontractors, and special services show both actual cost and agreed markups in arriving at total cost. Provide all documentation necessary for evaluation and cost tracking for the remediation.
6. **Site Specific Injury and Illness Prevention Plan (IIPP):** Prepare a site specific IIPP which identifies biological, physical and other hazards and provides for adequate and prescribed medical surveillance, site controls, monitoring, worker protection and training, decontamination, and emergency response procedures.
7. The following forms and information will be required for each site cleanup:
  - a. Payment Bond;
  - b. Performance Bond;
  - c. Small Business/DVBE Participation Summary/Demonstration of Good Faith Effort; and
  - d. Recycled Content Certification.

### **C. STATE INCOME TAX WITHHOLDING**

Pursuant to California Revenue and Taxation Code Section 18806.1, independent contractors may be subject to one (1) percent State Income Tax withholding.

An independent contractor as defined in Black's Law Dictionary is:

“One who, in the exercise of independent employment, contracts to do a piece of work according to their own methods and is subject to their employer's control only as the end product or final result of work.”

**SECTION VI**  
**SPECIAL PROVISIONS**

**A. LABOR RATES**

During Agreement negotiation, labor and equipment rates will be determined for Contractors and subcontractors. If a rate is not listed for a required service, the Contractor agrees to accept a fair and reasonable rate for that service.

The Contractor will be compensated for the cost of workers used in the actual and direct performance of the work. To the total of the direct costs computed as provided in the following subsection "Actual Wages," there will be added a markup to be negotiated, but not to exceed 33 percent. No markup shall be added to costs computed as provided in the following subsections, "Labor Surcharge" and "Subsistence and Travel Allowance." Compensation for prevailing wage employees shall be made at the appropriate rate for each classification as determined by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1.

The cost of labor will be the sum of the following:

1. Actual Wages: The actual wages paid shall include any employer payments to or on behalf of the workers for health and welfare, pension, vacation and similar purposes.
2. Labor Surcharge: To the actual wages, as defined in the above subsection, "Actual Wages," a labor surcharge will be added as set forth in the Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates, which is in effect on the date upon which the work is accomplished. Said labor surcharge shall constitute full compensation for all payments imposed by State and federal laws and for all other payments made to, or on behalf of, the workers, other than actual wages as defined above and subsistence and travel allowance as follows.
3. Subsistence and Travel Allowance: The actual subsistence and travel allowance paid to workers shall be negotiated.

**B. OFFICE SUPPORT EMPLOYEES**

Compensation for various project management categories shall be determined during agreement negotiations. This compensation shall be the actual wages, plus any employer payments to or on behalf of the employees for health and welfare, pension, vacation and similar purposes, and include overhead and profit. Compensation for employees not previously identified shall be negotiated between the Contract Manager and the Contractor.

**C. CONTRACTOR-OWNED EQUIPMENT**

Contractor-owned equipment will be paid for at the rates listed for such equipment in the Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates, which is in effect on the date upon which the work is accomplished, plus a markup to be negotiated, but not to exceed 15 percent. Rates paid for equipment shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

Payment for equipment identified in a Work Plan and approved as necessary for the timely completion of a project, that will not be operated on a continuous basis throughout the project (e.g., water trucks and haul trucks), will be paid for in accordance with Table VI-1.

Equipment operated for overtime hours will be paid for in accordance with provisions specified in the Labor Surcharge and Equipment Rental Rates.

The hours to be paid for equipment that is operated less than 8 hours due to breakdowns shall not exceed 8 less the number of hours the equipment is inoperative due to breakdowns.

More than or equal to 30 minutes of operation shall be considered a full hour of operation. Less than 30 minutes of operation will not be considered as operated.

**Table VI-1**

Hours Equipment is in Operation	Hours to be Paid
0	4
1	4.5
2	5
3	5.5
4	6
5	6.5
6	7
7	7.5
8	8

If it is deemed necessary to use equipment not listed in the Labor Surcharge and Rental Equipment Rates, a suitable rate for such equipment will be established by Contract Manager. The Contractor may furnish any cost data that might assist in the establishment of such rate.

After commencement of work, should it become necessary to suspend work for more than two working days for reasons beyond control of the Contractor, the Contractor shall immediately notify SWCP staff in writing. SWCP staff will promptly investigate and determine whether or not to compensate the Contractor for idle equipment. If SWCP staff determines compensation is warranted, SWCP staff will determine whether to maintain the Contractor's equipment on site and compensate the Contractor for idle equipment charges in accordance with provisions of Section 8-1.09, "Right of Way Delays" in the Standard Specifications or direct the Contractor to demobilize the equipment. Contractor will be compensated for demobilization charges or idle equipment charges approved in writing by SWCP staff, but shall not have claim to anticipated profit and overhead costs for work not performed.

**D. RENTAL EQUIPMENT**

Rental equipment may be warranted for remediation of certain sites. Payment for rental equipment at invoice rates may be allowed by Contract Manager after review of pertinent information provided by the Contractor. This information includes a minimum of three (3) quotes from rental firms. A separate allowance may be permitted for fuel and lube of rental equipment if those costs are not included in the rental agreement. This information shall be included in the Work Plan. A markup to be negotiated, but not to exceed 15 percent, will be allowed for this equipment. If allowed by the Contract Manager, acceptable equipment rates and agreement conditions will be included in the Work Order for site remediation.

**E. SMALL EQUIPMENT AND TOOLS**

Individual pieces of equipment or tools, such as disposable items or items that may be used on other projects, and having a replacement value of less than \$500, whether or not consumed by use, shall be considered to be small tools and not eligible for compensation under this Agreement.

Specialty equipment and tools, such as personal protective equipment (PPE), sampling containers, and safety equipment may be eligible for reimbursement if requested in the Work Plan and approved by the Work Order.

**F. MATERIALS**

To the total of the direct costs of purchased materials a markup to be negotiated, but not to exceed 15 percent, will be allowed. Cost of materials will be the cost to the Contractor. Only materials furnished by the Contractor and required for the performance of work will be considered for payment. SWCP staff reserves the right to furnish such materials as it deems advisable, and the Contractor shall have no claim for costs and markup on such materials.

**G. COMMUNICATION**

The CIWMB may reimburse the Contractor for project-related cellular charges made by a construction manager while on a project if approved by the Work Order. A weekly rate of \$25.00 may be approved for these purposes only. All other phone charges by the Contractor or subcontractors are considered part of overhead costs and will not be reimbursed.

**H. SUBCONTRACTORS**

When subcontractors are required in performance of the work and have been approved in the Work Order, the Contractor will be compensated for invoiced cost of the services plus a markup to be negotiated, but not to exceed 10 percent. This markup shall reimburse the Contractor for profit and additional administrative costs, and no other additional payment for performance of work by a subcontractor will be made under this Agreement.

**I. NON-HAZARDOUS MATERIAL TRANSPORT AND DISPOSAL**

When required by the Work Order, non-hazardous materials designated for removal shall be excavated, minimizing unnecessary over-excavation or removal of clean material. Screening or other approved methods may be utilized to separate soil from refuse. The Work Plan shall include rates from licensed haulers for removal of material. Non-hazardous material removed from a site shall be disposed of at appropriately permitted facilities. Disposal costs shall be identified in the Work Plan. A markup to be negotiated, but not to exceed 10 percent, will be allowed for approved transport and disposal charges.

**J. HAZARDOUS MATERIAL TRANSPORT AND DISPOSAL**

If any material encountered during the work is determined or is suspected to be a hazardous substance as previously defined, the Contractor shall notify SWCP staff. If required by SWCP staff or a Work Order any cleanup, packaging, transportation and disposal or recycling of that material shall follow all prescribed health and safety procedures. Haulers must have appropriate

license to transport these materials, and the disposal site shall have permits appropriate for the types and volumes of these materials. A markup to be negotiated, but not to exceed 10 percent, will be allowed for approved transport and disposal charges for these materials.

**K. INSURANCE**

Contractor shall maintain the following insurance policies throughout the life of the resulting Agreement:

1. General Liability and Umbrella Insurance, with the following limits:
  - a. \$1,000,000 for each occurrence
  - b. \$2,000,000 general aggregate
  - c. \$5,000,000 umbrella or excess liability
2. Worker's Compensation Insurance, with the following limits:
  - a. \$1,000,000 for each accident for bodily injury by accident
  - b. \$1,000,000 policy limit for bodily injury by disease
  - c. \$1,000,000 for each employee for bodily injury by disease
3. Automobile Liability Insurance, including coverage for all owned, hired and non-owned automobiles, with single limit of liability not less than \$1,000,000.

The Contractor shall provide the Contracts Unit, within ten (10) days after notification of the CIWMB's intent to award the Agreement, Certificates of Insurance for each of these insurance policies. The Agreement will not be fully executed nor can work begin until these Certificates of Insurance have been provided to the CIWMB. The State of California, its officers, agents and employees shall be included as additional insured under the General Liability and Umbrella Liability Policies with respect to liability arising out of or connected with work or operations performed by or on behalf of the Contractor under the Agreement.

In the event said insurance coverage expires or is cancelled at any time or times during the term of the Agreement, the Contractor shall, at least thirty (30) days prior to said expiration or cancellation date, provide a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement. New certificates of insurance are subject to approval by the CIWMB. The Contractor agrees that no work or services shall be performed prior to the receiving of such approval. In the event the Contractor fails to keep in effect at all times the insurance coverage as herein provided, the CIWMB may in addition to any other remedies it may have, terminate the Agreement upon the occurrence of such event. The State of California will not be liable for payment of any premiums or assessments on any of these policies.

**L. OTHER SERVICES AND MATERIALS**

CIWMB will reimburse the Contractor for other services, if authorized in the Work Order. Examples of other services include: obtaining permits and licensing fees for site remediation to comply with state and local regulatory agency laws, codes, regulations and ordinances, surveys, sampling and testing, report reproduction, over-night mail, materials and supplies; and other such costs determined reimbursable by SWCP staff. A markup to be negotiated, but not to exceed 5 percent, will be allowed other services and materials.

**M. NON-COMPENSIBLE SERVICES**

Compensation for overhead costs, office fax and telephone charges, pagers, miscellaneous incidentals and supplies will be deemed to be included in the mark-up percentages applied to labor, equipment, and material charges as noted above. Charges not reimbursable include such items as invoice preparation, project accounting, billing, photocopying invoices and billing information, and administrative overhead. Examples of non-reimbursable expenses are direct or indirect overhead incidental to providing the contracted services and cost of business and professional licenses and permits.

**N. RECORDS**

The Contractor shall furnish completed daily work reports on acceptable forms to SWCP staff for each day's work. Daily work reports shall itemize the materials used, labor and equipment hours of both Contractor and subcontractor employees and equipment.

A separate report will be maintained by SWCP staff. At the end of each workday the work reports shall be compared and any discrepancies resolved. Resolved work reports shall be signed by the Contractor's site superintendent and a copy shall be provided to SWCP staff. When these daily work reports are agreed upon and signed by both parties, they shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on audits or reviews.

Material charges shall be substantiated by valid copies of vendors' invoices, which shall be submitted with Contractor's billings and shall include vehicle weight or load slips or record of measurement by vehicle number.

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**SECTION VII**

**STATEMENT OF QUALIFICATIONS**

**A. GENERAL INFORMATION**

1. Identification of company submitting this Statement of Qualifications:

Name of firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No.: \_\_\_\_\_

2. Person authorized to execute an agreement for the company:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

3. Type of company (must be one of the following, check applicable):

Corporation     Partnership     Individual     Joint Venture

Are you a Certified Small Business? \_\_\_\_\_

If "YES" attach approval letter from Office of Small Business Certification and Resources,  
And list your Small Business ID No. \_\_\_\_\_

4. Taxpayer federal employer identification number: \_\_\_\_\_

5. Year organized: \_\_\_\_\_

6. Under what other or former names has your company operated:

Name of former company:

Dates of operation:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7. Identify total number of current permanent employees: \_\_\_\_\_

Construction: \_\_\_\_\_

Administration: \_\_\_\_\_

Engineering: \_\_\_\_\_

Highest manpower level in past five years: \_\_\_\_\_

Lowest manpower level in past five years: \_\_\_\_\_

8. Identify parent company, if applicable:

Name of firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No.: \_\_\_\_\_

State in which incorporated: \_\_\_\_\_

9. Agent for Service of Process in California:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No.: \_\_\_\_\_

10. If a corporation, complete the following:

Date of incorporation: \_\_\_\_\_

State(s) in which incorporated: \_\_\_\_\_

11. If a partnership, complete the following:

Date of organization: \_\_\_\_\_

Type of partnership:  General  Limited

List names and addresses of all partners:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

12. If a joint venture, list names and addresses of all partners in the joint venture (attach additional sheets if necessary):

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**B. LICENSING/HEALTH & SAFETY INFORMATION**

1. Current Class A, General Engineering Contractor's license with a Hazardous Substance Removal Certification (HAZ) issued within the State of California is required. Complete the following:

Licensee(s): \_\_\_\_\_

License Number(s): \_\_\_\_\_

Expiration Date(s): \_\_\_\_\_

2. Do you have a written company Illness and Injury Prevention Program?  Yes  No  
If yes, is it signed by a certified Industrial Hygienist?  Yes  No  
Do you employ a full-time certified Industrial Hygienist?  Yes  No

3. What is your OSHA lost-time injury/illness incidence rate for the last 3 years? \_\_\_\_\_

4. What is your OSHA recordable injury/illness incidence for the last 3 years? \_\_\_\_\_

5. What is your Workers Compensation Insurance Experience Modification Rate (EMR) for the past 3 years? \_\_\_\_\_

### C. FINANCIAL INFORMATION

1. Submit a notarized written statement from your financial institution(s) on letterhead stating the following information:
  - A. Name of company;
  - B. Date account(s) were opened;
  - C. Line of credit?     Yes     No
  - D. Does the company keep a well-balanced financial position at the bank?  
 Yes     No
  
2. Submit an audited or reviewed financial statement, including the Proposer's latest balance sheet and income and expense statement dated within the last 12 months showing the following items (annual reports will not be accepted and will be considered unresponsive):
  - A. Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses).
  - B. Net fixed assets.
  - C. Other assets.
  - D. Current liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes).
  - E. Other liabilities (e.g., capital, capital stock, authorized and outstanding share par values, earned surplus and related earnings).
  - F. Name of firm preparing financial statement and date thereof.
  - G. Is this financial statement for the proposing organization. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).
  
3. Has your company or any of its principals petitioned for bankruptcy within the last 7 years?  
 Yes     No

If yes, enter the date(s): \_\_\_\_\_

## D. PROJECT EXPERIENCE

Include appropriate experience for both the submitting entity and any proposed subcontractors in this part of the Statement of Qualifications. Reproduce this page for each project listed and add a supplemental numbering system at the bottom of the page (e.g., six projects listed, first page would be SOQ-6, Sheet 1 of 6).

To be considered in the evaluation, projects must meet the following requirements:

1. Involves types of work listed in Section V, Scope of Work, of the RFQ.
2. Be successfully completed within the last 5 years.
3. Be of a minimum contract amount of \$100,000 for the submitting entity or \$25,000 for subcontractors.

Include the name and current telephone number of a client representative who is familiar with the project and can attest to the participation, quality of work, and timeliness of the submitting Contractor or subcontractor in performing the work.

Name of entity claiming experience: \_\_\_\_\_

Project name/location: \_\_\_\_\_

Name of client (owner or prime Contractor): \_\_\_\_\_

Client contact and current telephone number: \_\_\_\_\_

Contract amount (listed entity only): \_\_\_\_\_

Percent of work performed with your entity's resources: \_\_\_\_\_

Type of work (mark all that apply):

- |  |  |
|--|--|
| <input type="checkbox"/> Solid waste removal/disposal              | <input type="checkbox"/> Landfill cover construction           |
| <input type="checkbox"/> Recycling of solid waste                  | <input type="checkbox"/> Erosion control/vegetative cover      |
| <input type="checkbox"/> Site grading/drainage system construction | <input type="checkbox"/> Fencing/barrier/signage installation  |
| <input type="checkbox"/> Solid waste consolidation                 | <input type="checkbox"/> Hazardous waste removal/disposal      |
| <input type="checkbox"/> Earth embankment/fill placement           | <input type="checkbox"/> Subsurface site investigation support |

Brief description of the project and your entity's participation: \_\_\_\_\_

\_\_\_\_\_

Were liquidated damages applied to the project?  Yes  No

If yes, explain: \_\_\_\_\_

**E. BONDING INFORMATION**

Attach a **notarized** statement from the bonding company or companies your organization proposes to use, stating that the surety shall unconditionally guarantee the Contractor's performance in all respects of the terms, conditions and provisions of this proposal and the resulting Agreement to the extent of a minimum of fifty percent (50%) of the total Agreement amount. The notarized statement shall guarantee that the surety will execute the Faithful Performance Bond requirement as stated in each applicable Work Order on or before the Work Order is signed and returned to the Board's Contract Manager. This bond must guarantee Contractor's compliance with the terms of the Agreement and Work Order. This statement must be properly notarized and submitted as part of the Statement of Qualifications to meet submittal requirements of this Request for Qualifications.

**F. LITIGATION/CLAIMS INFORMATION**

1. List any projects in which your entity or any of its principals is currently involved in litigation. Identify lawsuits by name, number, parties, and your claim or participation. (Attach additional copies of this page if required)

Project name: \_\_\_\_\_

Project location: \_\_\_\_\_

Lawsuit name: \_\_\_\_\_

Lawsuit number: \_\_\_\_\_ Date of lawsuit: \_\_\_\_\_

County/state where filed: \_\_\_\_\_

Parties involved: \_\_\_\_\_

\_\_\_\_\_

Lawsuit claim: \_\_\_\_\_

\_\_\_\_\_

2. List any projects within the last five years in which your entity or any of its principals has been involved in litigation. Identify lawsuits by name, number, parties, and your claim or participation. (Attach additional copies of this page if required)

Project name: \_\_\_\_\_

Project location: \_\_\_\_\_

Lawsuit name: \_\_\_\_\_

Lawsuit number: \_\_\_\_\_ Date of lawsuit: \_\_\_\_\_

County/state where filed: \_\_\_\_\_

Parties involved: \_\_\_\_\_

\_\_\_\_\_

Lawsuit claim: \_\_\_\_\_

\_\_\_\_\_

3. Has your company ever been terminated or unilaterally elected to terminate from a project before completion? If so, complete the following adding additional pages as necessary:

Project name: \_\_\_\_\_

Project location: \_\_\_\_\_

Client: \_\_\_\_\_

Address: \_\_\_\_\_

Contact name/current telephone no.: \_\_\_\_\_

Date of termination: \_\_\_\_\_

Reason for termination: \_\_\_\_\_

\_\_\_\_\_

Project name: \_\_\_\_\_

Project location: \_\_\_\_\_

Client: \_\_\_\_\_

Address: \_\_\_\_\_

Contact name/current telephone no.: \_\_\_\_\_

Date of termination: \_\_\_\_\_

Reason for termination: \_\_\_\_\_

\_\_\_\_\_

## **G. PERSONNEL & ORGANIZATIONAL INFORMATION**

Attach an organization chart indicating the Program Manager and other staff designations as required by the RFQ. Other personnel may be included in the organization chart. A resume is required for each person shown on the organization chart. Only personnel listed on the organizational chart may attend interviews and negotiation meetings. Each resume shall include, at a minimum, the following:

1. Current position in the firm.
2. Experience for at least the last 5 years.
3. Major projects and accomplishments.
4. Education and special training.
5. Professional Registrations, include certificate number(s).
6. Professional affiliations.

**H. ACKNOWLEDGMENT/AUTHORIZATION FORM**

The undersigned acknowledges that submittal of this Statement of Qualifications constitutes an irrevocable offer for a 90-day period for the Board to award the Contract.

The undersigned acknowledges that he has read all of the requirements set forth in the Request for Qualifications, including the Standard Agreement, and that, if awarded the Contract, shall comply with said provisions.

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

I certify under penalty of perjury that the foregoing is true and correct. This certification is made under the laws of the State of California.

\_\_\_\_\_  
Print Name of Authorized Representative

\_\_\_\_\_  
Name of Organization

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

\_\_\_\_\_  
Location Where Signed

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Telephone Number

Acknowledgment of Addenda:

Addendum No.

Signature

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CERTIFICATION OF  
SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)  
REQUIREMENTS**

The undersigned acknowledges that he has read all of the requirements set forth in the Request for Qualifications and, if awarded this Agreement, he will comply with the State's Small Business/DVBE requirements or make good faith efforts to meet these goals.

I certify under penalty of perjury that the foregoing is true and correct. This certification is made under the laws of the State of California.

\_\_\_\_\_  
Name of Organization

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

\_\_\_\_\_  
Location where signed

\_\_\_\_\_  
Printed Name and Title                      Date

## COMPLIANCE WITH GOVERNMENT CODE, SECTION 87100

Government Code, Section 87100 provides: No public official at any level of state or local government will make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he or she has a financial interest. Contractors that provide recommendations and advice that may influence decision-making are required to comply with the disclosure requirements of the conflict of interest laws promulgated under the Political Reform Act.

The prospective contractors and subcontractors, if any, shall disclose any present or prior (within the last two years) financial, business, or other relationship with the CIWMB. These disclosures will be made under penalty of perjury.

In addition to the disclosures required above, list current clients subject to any discretionary action by the CIWMB, or who may have a financial interest in the policies and programs of the CIWMB, and describe any current or planned work activities the contractor is performing for such clients. These disclosures will be made under penalty of perjury. The Proposer and its subcontractors (if any) will be required to file statements of economic interests with the CIWMB upon award of the Contract. The CIWMB will keep copies of the statements of economic interest and forward the originals to the Fair Political Practices Commission.

### CURRENT CLIENTS MEETING ABOVE CRITERIA

<u>Client Name</u>	<u>Contract</u>	<u>Address</u>	<u>Phone</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

A determination by the CIWMB that a conflict of interest exists as a result of the disclosed relationships will be grounds for disqualifying a Proposer.

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### PUBLIC CONTRACT CODE SECTION 10162 - QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Proposer shall complete, under penalty of perjury, the following questionnaire:

Has the Proposer, any officer of the Proposer, or any employee of the Proposer who has a proprietary interest in the Proposer, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state or local government project because of a violation of law or safety regulation? If the answer is yes, attach an explanation.

Yes

No

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### PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1, Proposer shall complete, under penalty of perjury, the following statement:

Has the proposer been convicted within the preceding three years of any offenses referred to in Public Contract Code Section 10285.1, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University? The term "proposer" is understood to include any partner, member officer, director, responsible officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Yes

No

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### NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

In accordance with Title 23, United States Code, Section 112, and Public Contract Code 7106 if federally funded, or Public Contract Code 7106 if state funded, the proposer declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham bid, or that anyone shall refrain from bidding; has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the bid price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the proposer has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of the Noncollusion Affidavit. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

#### SIGNATURE:

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

\_\_\_\_\_  
Printed Name and Title

SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE (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?
PRIME BIDDER	SUBCONTRACTOR	SUPPLIER			SMALL	DVBE	
					\$	\$	
					\$	\$	
					\$	\$	
					\$	\$	
					\$	\$	
					\$	\$	
					\$	\$	
					\$	\$	

The appropriate certification letter issued by the Office of Small Business Certification and Resources must be attached for each small and DVBE business used.

**Please Note: This form is only required at the time of SOQ submittal if the prime contractor has identified sub-contractors to be used during the course of the agreement or if the prime contractor is certified as a small or disabled veteran business enterprise.**

### 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>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="text-align: center; width: 50%;"><u>Name of Agency</u></th> <th style="text-align: center; width: 30%;"><u>Person</u></th> <th style="text-align: center; width: 20%;"><u>Date of Contact</u></th> </tr> </thead> <tbody> <tr> <td style="height: 150px;"> </td> <td> </td> <td> </td> </tr> </tbody> </table>		<u>Name of Agency</u>	<u>Person</u>	<u>Date of Contact</u>			
<u>Name of Agency</u>	<u>Person</u>	<u>Date of Contact</u>					
3	Advertisements published in trade papers or other publications focusing on DVBE firms.						
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; width: 70%;"><u>Name of Paper or Publication</u></th> <th style="text-align: center; width: 30%;"><u>Date Published</u></th> </tr> </thead> <tbody> <tr> <td style="height: 100px;"> </td> <td> </td> </tr> </tbody> </table> <p><i>Note: Attach a copy of each advertisement. Placeholder lists are not acceptable.</i></p>		<u>Name of Paper or Publication</u>	<u>Date Published</u>				
<u>Name of Paper or Publication</u>	<u>Date Published</u>						
4	Invitations to bid sent to potential DVBE firms.						
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; width: 40%;"><u>FIRM</u></th> <th style="text-align: center; width: 30%;"><u>CONTACT</u></th> <th style="text-align: center; width: 30%;"><u>DATE SENT</u></th> </tr> </thead> <tbody> <tr> <td style="height: 100px;"> </td> <td> </td> <td> </td> </tr> </tbody> </table>		<u>FIRM</u>	<u>CONTACT</u>	<u>DATE SENT</u>			
<u>FIRM</u>	<u>CONTACT</u>	<u>DATE SENT</u>					
5	DVBE firms which were available and considered.						
<p>Name of Firm: _____ Person Contacted: _____</p> <p>Nature of Work: _____ Telephone No.: _____</p> <p>Results of Contact: _____</p> <p>Reasons if Rejected: _____</p>							

### DEMONSTRATION OF GOOD FAITH EFFORTS

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: _____	

**Please Note: This form is only required at time of SOQ submittal if the contractor has made a concentrated effort to solicit sub-contractors to be used during the course of this agreement.**