



Invitation for Bid IWM05097  
"Scrap Metal Pick-Up and  
Recycling for Los Angeles,  
Orange and Ventura Counties"



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**SECTION I****OVERVIEW**

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**General Information**

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.

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**CIWMB Contact**

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](mailto:contracts@ciwmb.ca.gov)

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**Service Need**

This is a revenue-generating agreement in which the CIWMB is seeking a contractor to collect and recycle scrap metal from participating State Agencies in Los Angeles, Orange and Ventura Counties.

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**Contract Term**

The term of this Agreement will span approximately 24 months with an option to extend 12 additional months at the Board's discretion, and is expected to begin in June, 2006.

The CIWMB reserves the right to amend the term of this Agreement as needs arise.

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**Process Type**

Invitation for Bid (IFB).

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**OVERVIEW CONT.**

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**Process Schedule**

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

Advertisement Date	Monday, April 3, 2006
All Questions Regarding this IFB Due in Writing by 5:00 pm	Friday, April 14, 2006
Submittal's Due by 2:00 pm	Monday, May 1, 2006
Bid Opening at 2:00 pm	Monday, May 1, 2006

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**SECTION II****RULES AND CONDITIONS**

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**Introduction**

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

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**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 available for viewing at [www.ciwmb.ca.gov/Contracts/Forms/SpTermsCond.pdf](http://www.ciwmb.ca.gov/Contracts/Forms/SpTermsCond.pdf).
- 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.ols.dgs.ca.gov/Standard+Language](http://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.

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**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.)

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**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.

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## RULES AND CONDITIONS CONT.

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**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.

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**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.

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**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.

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**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.

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

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**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.

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**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.

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**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.

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## RULES AND CONDITIONS CONT.

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### **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 highest 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.

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### **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.

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**

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**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.

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**Deadline**

The Bid Package must be received by the CIWMB, at the address listed in Section I, Overview by 2:00 p.m. on Monday, May 1, 2006.

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

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**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."

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**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.

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**Document Printing**

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

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**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.

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**SECTION III****BID SUBMITTAL REQUIREMENTS CONT.**

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**Organization**

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

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

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**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 business license with an expiration date must be included with the Bid Package.

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**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.

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**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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**SECTION IV****EVALUATION AND SELECTION**

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**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.

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**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.

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**Bid Opening**

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

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**Award of Agreement**

Award of this Agreement will be to the highest 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 highest 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.

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**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 highest responsive responsible Bidder.

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

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**SECTION IV**

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**EVALUATION AND SELECTION CONT.**

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**Bidder Notifications**

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

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**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](http://www.ciwmb.ca.gov/contracts) and at the headquarters address noted in Section I, Overview.

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**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, 7<sup>th</sup> 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](mailto:contracts@ciwmb.ca.gov)

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**Work to be Performed** The purpose of this contract is for the Contractor to collect and recycle, scrap metal from participating State agencies in Los Angeles, Orange, and Ventura Counties.

The Contractor shall:

- 1) Provide containers for storage of scrap metal at designated State agencies as described. A minimum of one bin shall remain at each location at all times.
  - 2) Collect scrap metals/materials within two (2) working days after notification to respond. The scrap metal shall be recycled for reuse.
  - 3) Create an electronic record of the approximate type and weight of the scrap metal picked up at state agencies.
  - 4) Provide the electronic record to the head recycling coordinators for Caltrans Districts 7 and 12, and other participating State agencies, and to the California Integrated Waste Management Board (CIWMB).
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- 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.

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**Tasks**

**Task 1: Providing Containers**

- 1) The Contractor shall provide the required size of bin for each location as designated by State agency personnel. It is the responsibility of the State to place the scrap metal into the containers provided by the Contractor.
  - 2) The Contractor shall furnish labor, tools, materials and equipment for the collection and purchase of scrap metal.
  - 3) Containers shall be clearly labeled as containers for the recycled metal only. The Contractor shall provide additional containers as required at no additional cost to the State. The State may request the Contractor to make exchanges for either smaller or larger capacity containers, as required, in any of the designated locations as described.
-

**Tasks**

- 4) The Contractor shall be responsible for maintenance of all containers. Rainproof covers/tarps shall be provided during the rainy season from November 1 to April 30 at no additional cost to the State.
- 5) The containers shall remain at each location during the entire term of this contract.

**Task 2: Removal/Pick-up and Recycling of Scrap Metal**

- 1) The State agency Site Managers or his/her designee shall verbally notify the Contractor when the containers are  $\frac{3}{4}$  full or greater, and ready for removal by the Contractor.
- 2) The Contractor shall remove accumulated scrap metal within two (2) working days of the verbal notification. The minimum pickup will be one 15 cubic yard container unless the Contractor agrees to accept a lesser quantity.
- 3) The state shall load the scrap metal into the bins, but will not assist the Contractor in removing the scrap metal in the bins for pickup. The State shall not be held liable for any injuries sustained by the Contractor's personnel. All sorting and/or cutting to size will be the responsibility of the Contractor.
- 4) The Contractor shall pick up all scrap material placed in bins by State personnel, at each of the maintenance yards. Containers will be placed in an area as designated by the State agency site manager.
- 5) Containers shall remain on-site until such time as the containers are full and ready for a pickup service. Removal of the container(s) will occur if the pickup location no longer needs the recycling service.
- 6) Each load of scrap metal removed by the Contractor shall be weighted within twenty-four (24) hours of removal, on a certified public scale. A copy of the certified scale weight ticket shall be retained by the Contractor and shall be available for audit purposes for the length of the contract plus three years.
- 7) The Contractor shall perform operations between the hours of 7:30 A.M. and 3:30 P.M. Monday through Friday. No work shall be performed on weekends or holidays.
- 8) The Contractor shall sell for reuse or reuse the scrap metal that is acquired from the state agencies.

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**Task 3: Reporting**

1. The Contractor shall provide a summary of collection activities, as an electronic report, on a monthly basis for the term of the agreement.
2. These electronic reports will be transmitted no later than the 15th of the month subsequent after collecting the scrap metal.

**Tasks**

3. Monthly reports shall be provided to the CalTrans Districts 7 and 12 recycling coordinators, other participating State agencies, and to the CIWMB by electronic submittal, in Excel format. Details of format will be developed in cooperation with the CIWMB and the Contractor. If the Contractor does not have access to Excel program, another system of generating a report will be developed.

The reports shall include:

- A summary of the prior month's scrap metals collected from the State agencies;
- The number and type of container (e.g., one 40-yard bin) and the scrap grade (e.g. miscellaneous Sheet Metal);
- The date scrap is collected; and
- The weight of scrap collected by pick-up site (address)

\*After awarding of the contract, the Contractor will begin providing all tasks as required for recycling scrap metal for State agencies and will continue to do so for the duration of the 24-month contract period, commencing 30 days following the awarding of the contract. At the Board's discretion there is a 12 month extension option.



**ATTACHMENT 1**

**Listing of Pick-Up Locations  
Southern California  
Los Angeles, Orange and Ventura Counties**

The pick up locations are as follows: Additional locations or agencies may be added by mutual agreement of the CIWMB and the contractor. Additional locations may be deleted with permission from the California Integrated Waste Management Board (CIWMB).

<b>Los Angeles County – District 7</b>
<b>Department of Transportation</b>
Altadena Maintenance Yard, 2122 North Windsor, Altadena, CA 91001
Bellflower Maintenance Station, 10147 Flora Vista Street, Bellflower, CA 90706
Florence Maintenance Station, 10902 Florence Avenue, Downey, CA 90240
San Fernando Maintenance Yard, 11930 Blucher Street, Granada Hills, CA 91344
Lancaster Maintenance Yard, 44023 Sierra Highway, Lancaster, CA 93534
Maintenance Station, 2723 S. Sepulveda Blvd., Los Angeles, CA 90064
Long Beach Station, 22101 Santa Fe Avenue, Long Beach, CA 90810
Highland Park Maintenance Yard, 2133 Riverside Drive, Los Angeles, CA 90039
East Los Angeles Maintenance Station, 4425 3 <sup>rd</sup> Street, Los Angeles, CA 90022
Alameda Maintenance Station, 1740 East 15 <sup>th</sup> Street, Los Angeles, CA 90021
North Hollywood Maintenance Yard, 11210 Moorpark Street, North Hollywood, CA 91602
Monrovia Maintenance Station, 850 E. Huntington Drive, Monrovia, CA 91016
Newhall Maintenance Yard, 23922 San Fernando Road, Newhall
Rosemead Maintenance Station, 9153 Lower Azusa Road, Rosemead, CA 91770
Tarzana Maintenance Station, 5660 Reseda Blvd., Tarzana, CA 91356
Torrance Maintenance Station, 1801 Bayley Drive, Torrance, CA 90504
Diamond Bar Maintenance Station, 21420 Golden Springs Road, Walnut, CA 91789
Whittier Maintenance Station, 1940 S. Workman Mill Road, Whittier, CA 90601
Caltrans Pomona Electrical, 1698 W. Mission, Pomona, CA 91766
Equipment Shop, 5421 Vineland Avenue, North Hollywood, CA 91601
Material/Transportation Laboratory, 1616 S. Maple Street, Los Angeles, CA 90007
South Region #5, 5360 W. Imperial Highway, Los Angeles, CA 90045
Special Crews Region #4, 7300 East Bandini Blvd., Commerce, CA 90040
<b>Orange County – District 12</b>
<b>Department of Transportation</b>
San Canyon Maintenance Yard, 6641 Marine Way, Irvine, CA 92618
Orange Maintenance Yard, 691 S. Tustin, Orange, CA 92665
Batavia Maintenance Yard, 1808 Batavia, Orange, CA 92865
Costa Mesa Maintenance Yard, 1090 S. Bristol, Costa Mesa, CA 92626
Forbes Maintenance Station, 28284 Forbes Road, Laguna Niguel, CA 92677
Stanton Maintenance Station, 8122 Katella Avenue, Stanton, CA 91356
Toll Road Maintenance Station, 6685 Marine Way, Irvine, CA 92618
<b>Ventura County – District 7</b>
<b>Department of Transportation</b>
Maintenance Station, 4821 Adhor Lane, Camarillo, CA 93012
Maintenance Station, 1261 Ventura Street, Fillmore, CA 93015
Maintenance Station, 626 Fitch Avenue, Moorpark, CA 93021
Maintenance Station, 301 W. Front Street, Ventura, CA 93001

## INSTRUCTIONS FOR SUBMITTAL OF MONTHLY PAYMENTS AND RECAPS

Instructions for Submittal of Payment. The contractor shall pay the State, on or before the 15<sup>th</sup> day of each month; the amount owing for scrap metal purchased during the previous month. Payment is timely if postmarked on or before the 15<sup>th</sup> of the month due, or if hand delivered by 5:00 p.m., on or before the 15<sup>th</sup> day of the month due. Checks should be made payable to CIWMB Project Recycle Fund. If the payment is not timely, the contract may be terminated.

All payments shall be mailed or hand delivered to:

ATTN: Fiscal Office  
California Integrated Waste Management Board  
1001 "I" Street  
P.O. Box 4025  
Sacramento, CA 95812-4025

Instructions for Submittal of Monthly Recaps - The contractor shall send one legible copy of each Monthly Recap directly to the following State agencies:

**California Integrated Waste Management Board**  
Diversion, Planning, and Local Assistance Division, MS 23  
PO Box 4025  
Sacramento, CA 95812-4025  
Attention: Marie Wright  
Email: [mwright@ciwmb.ca.gov](mailto:mwright@ciwmb.ca.gov)  
Phone: (916) 341-6202

**Dept of Transportation District #7 (Los Angeles and Ventura Counties)**  
100 South Main Street  
Los Angeles, CA 90012  
Attention: James DeCastro  
Email: [James\\_De\\_Castro@dot.ca.gov](mailto:James_De_Castro@dot.ca.gov)  
Phone: (213) 897-0187

**Department of Transportation District #12 (Orange County)**  
3337 Michelson Drive, CN380  
Irvine, CA 92621  
Attention: Ruben Fernandez  
Email: [Ruben\\_fernandez@dot.ca.gov](mailto:Ruben_fernandez@dot.ca.gov)  
Phone: (949) 724-2201

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**SECTION VI DEFINITION AND TERMS**

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**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.

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<b>Abbreviations</b>	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	

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**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.

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**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.

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

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

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**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.

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**Board** Members of The California Integrated Waste Management Board.

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**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.

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**CIWMB** The California Integrated Waste Management Board.

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**SECTION VI****DEFINITION AND TERMS CONT.**

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<b>Consultant</b>	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.
<b>Contract</b>	A legally binding agreement between the state & another entity, public or private, for the provision of goods or services.
<b>Contract Manager</b>	A person designated by the responsible state agency or department to manage performance under a contract.
<b>Contractor</b>	A party contracting with the awarding agency. Vendor is often used synonymously with Contractor.
<b>Director</b>	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.
<b>Disabled Veteran Business Enterprise (DVBE Certified)</b>	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.
<b>Legal Holidays</b>	Those days designated as State holidays in the Government Code.
<b>Program Manager</b>	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.
<b>Responsible Bidder</b>	A bidder who is fully capable of performing the contract.
<b>Responsive Bidder</b>	A bidder whose bid meets the specifications & other requirements contained in the IFB.
<b>Scope of Work</b>	The description of work required of a Contractor by the awarding agency.
<b>Small Business (Certified)</b>	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.
<b>State</b>	The State of California.

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**SECTION VI      DEFINITION AND TERMS CONT.**

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**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.

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**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**



Bid Sheet

Scrap Metal Pick-Up and Recycling for Los Angeles, Orange and Ventura Counties  
IWM05097

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

Contractor/Company Name: \_\_\_\_\_

The chart below requires the contractor to list a percentage bid for both Ferrous Metals and Aluminum (Nonferrous Metals). **The highest percentage, based on the specific "historic" value for American Metal Market (AMM) at San Francisco Port Value, listed under the No. 2 Bundles of Ferrous Scrap for Ferrous Metals category will determine the high bid for this solicitation.** The historic value listed is for determining high bidder only. All payments (under the terms of the contract) shall be based on going rates at time material crosses the scale(s) at the facility.

Material	Contractors Competitive Percent (%)	AMM Average Value as of <u>_3/29/06_</u> @ San Francisco Port Value	Total Revenue Per Ton
<b>No. 2 bundles of Ferrous Scrap For Ferrous Metals (will determine winning bid)</b>		<b>\$46.00</b>	
Aluminum UBCs for Nonferrous Metals (information only-will have no impact on award)			

\*\*The terms (No. 2 bundles of Ferrous Scrap and Aluminum UBCs) are used in the contract as a standard only, and it is not necessarily descriptive of the ferrous and nonferrous scrap metal to be sold.

**(No bids charging a fee will be accepted.)**

**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:	_____



**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 <sup>1</sup>	Postconsumer Material (Percent) <sup>2</sup>	Secondary Material (Percent) <sup>3</sup>	Virgin Material (Percent) <sup>4</sup>	Total Percent <sup>5</sup>
										100%
										100%
										100%
										100%
										100%
										100%
			<b>Total:</b> \$ _____							

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
<b>compost and co-compost (CO)</b> landscaping materials, erosion control, weed control, decomposed organic yard, or food materials	50% TR 10% PC
<b>glass products (GL)</b> windows, fiberglass (insulation), tiles, construction blocks, and flat glass sheets	50% TR 10% PC
<b>lubricating oils (LO)</b> 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
<b><u>PAINT (PT) LATEX PAINT, INTERIOR/EXTERIOR, MAINTENANCE</u></b>	50% TR 10% PC
<b><u>PAPER PRODUCTS (PP) PAPER JANITORIAL SUPPLIES, CORRUGATED BOXES, PAPERBOARD (BOXES, CARTONS, WRAPPING), HANGING FILES, FILE BOXES, BUILDING INSULATION, CONTAINERS</u></b>	50% TR 10% PC
<b><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></b>	50% TR 10% PC
<b>printing and writing paper (PW)</b> xerographic, and higher-grade papers, high-speed copier paper, offset paper, forms, carbonless paper, ruled tablets, calendars, posters, manila file folders, index cards, white wove envelopes, and cover stock	30% PC
<b>solvents (SO)</b> 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.

## Bid Completion Checklist

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

- Attachment A, Bid Sheet
  - Attachment D, Contractor Status Form
  - Attachment E, Client References
  - Copy of Current Business License
  - Personnel Information and Organizational Chart
- 

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 B, 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.***



**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**



### 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:

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#### REFERENCE 1

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

#### REFERENCE 2

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

#### REFERENCE 3

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

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If three references cannot be provided, explain why:

