Integrated Waste Management Board

Invitation for Bid - IWM06040 “Newsprint Quality Standards Testing”

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SECTION I OVERVIEW

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.

CIWMB Contact

California Integrated Waste Management Board
1001 I Street, Contracts Unit, MS-19A
Sacramento, CA 95812
Phone: (916) 341-6649
FAX: (916) 319-7226
EMAIL: contracts@ciwmb.ca.gov

Any documents delivered in person must be received in the Visitor`s & Environmental Service Center located in the lobby of the CalEPA Headquarter's Building at 1001 I Street, Sacramento, CA 95814.

Service Need

The Recycled-Content Newsprint Certification Program was established in 1991, and is an environmental law that mandates California's printers and publishers to certify to the California Integrated Waste Management Board (Board) the amount of Recycled-Content Newsprint (RCN) that their businesses use each year. Public Resources Code (PRC) sections 42750 through 42791 require newsprint consumers in California to use RCN containing a minimum of 40% postconsumer fiber. The statute also requires the Board to set exemption quality standards for RCN, annually. These standards are based on current industry averages for printing opacity, brightness level and cross machine tear strength. This contract will secure the services of a newsprint laboratory to establish, through product testing, the quality standards for RCN.

All RCN sampling and testing is to be performed according to procedures established by the Technical Association of the Pulp and Paper Industry (TAPPI), the leading technical association for the worldwide pulp, paper, and converting industry. The test results from the RCN samples will be used to establish the Board's Annual Recycled-Content Newsprint Quality Standards. Approximately 40 samples are expected each year and typically 25 samples are tested multiple times.

Contract Budget

Subject to the availability of funds and approval by the Board, there is a current maximum budget of $30,000.00.

The CIWMB reserves the right to amend the budget for this Agreement as needs arise.

Payment Withhold

The provisions for payment under this contract will be subject to a ten percent (10%) withholding per task.

The withheld payment amount will be included in the final payment to the Contractor and will only be released when all required work has been completed to the satisfaction of the CIWMB.

Contract Term

The term of this Agreement will span approximately 36 months and is expected to begin in July, 2007.

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

Process Type

Invitation for Bid (IFB).

Process Schedule

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

Advertisement Date	Monday, December 4, 2006
Written Questions Due by 5:00 pm	Friday, December 15, 2006
Submittal's Due by 2:00 pm	Friday, January 5, 2007
Bid Opening at 10:00 am	Friday, January 5, 2007

SECTION II RULES AND CONDITIONS

Introduction

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

Commitment

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

- All items noted in IFB documents
- Special Terms and Conditions available for viewing at *www.ciwmb.ca.gov/Contracts/Forms/SpeTermsCond.pdf*.
- General Terms and Conditions available for viewing at *www.ols.dgs.ca.gov/Standard+Language*.
- Contractor Certification Clauses available for viewing at *www.ols.dgs.ca.gov/Standard+Language*.

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

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

Antitrust Claims

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

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

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

Contractor's Cost

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

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

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.

Written Inquiries

Bidders needing clarification of the requirements of this solicitation may submit questions to the Board's Contracts Unit. All inquiries must be received no later than 5:00PM on Friday, December 15, 2006, regardless of postmark. If the inquiries are faxed, then the time and date on the fax must not be later than the due date and time.

Questions, suggestions or objections regarding the content of this solicitation, including but not limited to the purpose, scope of work, etc., not submitted by the deadline for questions shall be deemed waived and may not be raised at a later time.

Oral communications with the Board officers and employees shall be non-binding on the State and shall in no way exclude the Bidder of any obligations as set forth in this package.

All questions or inquiries regarding this solicitation shall be submitted using the contact information provided in Section I.

E-mails and/or faxes should be clearly marked "**Questions Relating to SOLICITATION IWM06040**."

Addenda

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

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

Modification of Submittals

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

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

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

Errors in Submittals

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

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

Unreliable List

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

Negotiating State Contracts

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

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

Electronic Waste Recycling

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

Use Tax

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

Small Business (SB) Preference

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

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

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

SubContractors

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

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

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

SECTION III BID SUBMITTAL REQUIREMENTS

Introduction

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

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

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

Deadline

The Bid Package must be received by the CIWMB, at the address listed in Section I, Overview by 2:00 p.m. on Friday, January 5, 2007.

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

Addressing

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

Number of Copies

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

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

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

Document Printing

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

Qualifications and Resources

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

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

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

References

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

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

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

Organization

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

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

Contract Eligibility

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

Licenses

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

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

Cost Breakdown

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

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

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

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

Travel and Per Diem

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

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

Small Business (SB) Participation

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

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

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

Disabled Veteran Business Enterprise Participation (DVBE)

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

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

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

SECTION IV EVALUATION AND SELECTION

Introduction

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

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

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

Grounds for Rejection

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

Additionally, a bid may be rejected if:

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

No bid may be rejected arbitrarily or without reasonable cause.

Bid Opening

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

Award of Agreement

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

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

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

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

The CIWMB reserves the right to not award an Agreement.

Rejection of Award

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

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

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

Bidder Notifications

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

Notice of Intent to Award

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

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

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

Protest of Award

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

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

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

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

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

California Integrated Waste Management Board
Attn; Contracts Unit
1001 I Street, MS-19A
Sacramento, CA 95814
Fax (916) 319-7226
Email contracts@ciwmb.ca.gov

SECTION V DESCRIPTION OF WORK

Work to be Performed

The contractor will:

- Comply with the TAPPI testing criteria, which can be found on their Web site, www.tappi.org.
- Precondition and condition all the RCN samples according to the TAPPI standard T-402.
- Test samples for printing opacity according to TAPPI standard T-425.
- Test samples for brightness according to TAPPI standard T-452.
- Test samples for cross machine tear strength according to TAPPI standard T-414.
- After each test the remaining samples should be kept in a controlled environment, ready for retesting if needed, according to the TAPPI standard T-402.
- Report results to the Board within the time frames and the manner established.

Tasks

The Board is required to request samples from all newsprint manufacturers in July and develop the standards by November 30th. The Board will accept the samples from the manufacturing industry throughout that period. Upon receipt of the samples, the Board shall forward them to the contractor. The contractor will then analyze the samples and report the results in accordance with the specifications listed above and the following appropriate time frames.

Turnaround Time: The time frames for the time elapsed between the receipt of the sample by the contractor and receipt of the report by the Board shall be adhered to as follows:

Routine Priority: From the date of receipt of sample by contractor, ten (10) business days for a verbal report which will be phoned in upon completion or draft written results facsimiled or e-mailed; and, fifteen (15) business days for a written report.

Re-Test: Five (5) business days after the request of re-test.

Urgent Priority: From date of receipt of sample by contractor, three (3) business days for verbal results which will be phoned in upon completion; four (4) business days for draft written results facsimiled or e-mailed and a full written report to follow as soon as possible, but no later than 10 business days.

Payment: Payment will not be made for any work performed on any given sample if the turnaround time has not been met and use of the results is thus compromised, as determined by Board staff, in its sole discretion.

Each Payment Request must be accompanied by a detailed cost breakdown for work performed on each sample analyzed.

Contractor shall submit at the end of each testing period a detailed annual financial report setting forth all costs incurred.

Term: The term of this agreement will be approximately 36 months (3 years) and may is expected to begin July, 2007. Work on this agreement shall *not* begin until written notification is received from the Board.

Control of Work

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

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

2. The Contractor will designate a Program Manager who holds the following authority:

   - Act as the Contractor's Representative for work to be provided under this Agreement
   - Act as the Contractor's Representative regarding contractual matters relating to this Agreement

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

SECTION VI DEFINITION AND TERMS

General

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

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

Abbreviations

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

Agreement

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

Bid

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

Bidder

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

Bidder’s Conference

A meeting with potential bidders before the bid submission date.

Bid Opening

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

Board

Members of The California Integrated Waste Management Board.

Board Staff

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

CIWMB

The California Integrated Waste Management Board.

DEFINITION AND TERMS CONT.

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

State Contract Law	The Public Contract Code and other applicable laws that form and constitute a part of the provisions of this Agreement to the same extent as if set forth herein in full.
SubContractor	A person or entity which contracts with the Contractor to perform all or a portion of the work as specified in the Scope of Work.

ATTACHMENTS

ATTACHMENT A

Bid Sheet

Newsprint Quality Standards Testing
IWM06040

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

Contractor/Company Name: _____

There is a maximum budget of $30,000.00 available for services rendered provided funding is appropriated in the Board's budget in future fiscal years. This budget was derived based on a maximum of $10,000.00 in testing services being provided per fiscal year within the resulting contract's term.

A. Costs identified per test type:

TAPPI T 402 (precondition and condition of samples)	$ _____
TAPPI T 425 (opacity test)	$ _____
TAPPI T 452 (brightness test)	$ _____
TAPPI T 414 (cross machine tear strength)	$ _____
B. Subtotal of cost by set of tests (add all costs in Section A):	$ _____
C. Total number of testing sets for $10,000.00	$ _____
D. Subtotal of cost per fiscal year (Multiply B by C)	$ _____
E. Number of years in contract term	3
TOTAL BID PRICE (Multiply D by E)	**$ _____**

Acknowledgement/Authorization

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

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

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

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

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

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

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

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

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

Demonstration of Good Faith Efforts

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

Name of Person Contacted: _____ Title:_____

Date of Contact: _____

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

Agencies Contacted:

Name of Agency	Person	Date of Contact

3	Advertisements published in trade papers or other publications focusing on SB/DVBE firms.

Name of Paper or Publication	Date Published

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

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

FIRM	CONTACT	DATE SENT

Demonstration of Good Faith Efforts (Cont'd)

5	SB/DVBE firms which were available and considered.

Name of Firm: _____ Person Contacted: _____

Nature of Work: _____ Telephone No.: _____

Results of Contact:

_____

Reasons if Rejected:

_____

Name of Firm: _____ Person Contacted: _____

Nature of Work: _____ Telephone No.: _____

Results of Contact:

_____

Reasons if Rejected:

_____

Name of Firm: _____ Person Contacted: _____

Nature of Work: _____ Telephone No.: _____

Results of Contact:

_____

Reasons if Rejected:

_____

STATE OF CALIFORNIA

Recycled Content Certification

California Integrated Waste Management Board

CIWMB 74C (Revised 2/03 for Contracts) Contract # _____

☐ Check this box if no products, materials, goods, or supplies were purchased with contract dollars and submit to your CIWMB contract manager.

This form may be completed by Contractor, vendor, bidder, buyer, state-contracting officer, or state purchasing agent. The form must be completed and returned to the CIWMB with a row completed for each product purchased with contract dollars. Attach additional sheets if necessary. Information must be included, even if the product does not contain recycled-content material. Product labels, catalog/website descriptions, or bid specifications may be attached to this form as a method of providing that information.

Contractor's Name_____**Date**_____

Address_____**Phone**_____

Fax_____**E-mail**_____**Web site**_____

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

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

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

_____

Printed name of person completing form Title Signature of person completing form

Footnotes

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

Product category	State's recycled content requirements
compost and co-compost (CO) landscaping materials, erosion control, weed control, decomposed organic yard, or food materials	50% TR 10% PC
glass products (GL) windows, fiberglass (insulation), tiles, construction blocks, and flat glass sheets	50% TR 10% PC
lubricating oils (LO) motor, transmission fluids, power steering, crankcase, transformer dielectric fluids, gear, hydraulic, industrial fluids, base stock, for tractors, vehicles, cars, trucks, and buses	50% TR 10% PC
PAINT **(PT) LATEX PAINT, INTERIOR/EXTERIOR, MAINTENANCE**	50% TR 10% PC
PAPER PRODUCTS **(PP) PAPER JANITORIAL SUPPLIES, CORRUGATED BOXES, PAPERBOARD (BOXES, CARTONS, WRAPPING), HANGING FILES, FILE BOXES, BUILDING INSULATION, CONTAINERS**	50% TR 10% PC
PLASTIC PRODUCTS **(PL) TONER CARTRIDGES, CARPET, OFFICE PRODUCTS, PLASTIC LUMBER, BUCKETS, WASTE BASKETS, BENCHES, TABLES, FENCING, CLOTHING, PACKAGING, SIGNS, POSTS, BINDERS, AND BUCKETS**	50% TR 10% PC
printing and writing paper (PW) xerographic, and higher-grade papers, high-speed copier paper, offset paper, forms, carbonless paper, ruled tablets, calendars, posters, manila file folders, index cards, white wove envelopes, and cover stock	30% PC
solvents (SO) heavy printer cleaner, auto degreaser, parts cleaner	50% TR 10% PC
steel products (ST) For steel products complete only dollars, product description, and product category column. Common steel products include automobiles, trucks, staplers, paper clips, steel furniture, scissors, pipe, plumbing fixtures, chairs, ladders, shelving	25% TR 10% PC
TIRE-DERIVED PRODUCTS **(TD) FLOORING, WHEELCHAIR RAMPS, PLAYGROUND COVER, PARKING BUMPERS, TRUCK-BED LINERS, PADS, WALKWAYS, TREE TIES, ROAD SURFACING, WHEEL CHOCKS, ROLLERS, TRAFFIC CONTROL PRODUCTS, MUD FLAPS, POSTS**	**50% PC**
tires (TI) passenger, truck, bus, trailer/equipment tires.	50% TR 10% PC

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

2. **Postconsumer material** is material derived from used or recycled material. Postconsumer material is generally any product that was bought by the consumer, used, and then recycled into another product.

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

   Example: If copy paper contained 20 percent postconsumer material, the remainder will be virgin material. Indicate 20 percent in the Postconsumer column and 80 percent in the Virgin Material column. If it contained 20 percent postconsumer material and 40 percent secondary material, indicate 20 percent in the Postconsumer column, 40 percent in the Secondary Material column, and 40 percent in the Virgin Material column.

4. **Virgin material** is that portion of the product made from new or non-recycled material. The material is neither secondary nor postconsumer material.

5. The sum of the postconsumer column, the secondary column, and the virgin column must equal 100 percent.

Bid
Completion Checklist

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

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

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

- ☐ Attachment E, Recycled Content Certification
- ☐ Payee Data Record

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

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

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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:

_____

REFERENCE 1			
Name of Firm Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Cost of Service	
Brief Description of Service Provided			

REFERENCE 2			
Name of Firm Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Cost of Service	
Brief Description of Service Provided			

REFERENCE 3			
Name of Firm Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Cost of Service	
Brief Description of Service Provided			

If three references cannot be provided, explain why: