



Invitation for Bid
IWM06042
"Health and Safety Refresher
Training for Tier 1 Staff"

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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 Address: 1001 I Street, Sacramento, CA 95814 Attn: CIWMB Contracts Unit, MS-19A Phone: (916) 341-6105 FAX: (916) 319-7582 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	Tier 1 employees are required by CIWMB Health and Safety Policy to annually receive 8 hours of general health and safety field refresher training. The training shall cover occupational health and safety hazards related to field activities involving the solid waste industry, including but not limited to the inspection of solid waste facilities, composting facilities, tire sites, and asbestos sites.
Contract Budget	Subject to the availability of funds and approval by the Board, there is a current maximum budget of \$41,309.00. 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.
Liquidated Damages	The selected Contractor, to receive award of this agreement, will be subject to liquidated damages if required deliverables (i.e. reports) are not submitted by the due date(s) outlined in the Scope of Work. The penalty will be equivalent to five percent (5%) of the budgeted amount for each task not completed in the required timeframe.
Contract Term	The term of this Agreement will span approximately 33 months and is expected to begin in December 2006. The CIWMB reserves the right to amend the term of this Agreement as needs arise.
Process Type	Invitation for Bid (IFB).

OVERVIEW CONT.

Process Schedule

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

Advertisement Date	November 9, 2006
Written Questions Due by 5:00 pm	November 17, 2006
Submittal's Due by 2:00 pm	December 8, 2006
Bid Opening at 10:00 am	December 11, 2006

SECTION II**RULES AND CONDITIONS**

Introduction

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

Commitment

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

- All items noted in IFB documents
- Special Terms and Conditions 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.

RULES AND CONDITIONS CONT.

Information

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

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

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

Written Questions

The IFB includes a formal question and answer period in which bidders have the opportunity to submit questions regarding the IFB. All questions must be submitted in writing either by mail, fax, or e-mail to the CIWMB Contact as listed in Section I. The questions and answers will be published in an Addendum to the IFB (see below, Addenda).

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 for modification 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 on 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 CA Department of General Services 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.

RULES AND CONDITIONS CONT.

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. Certification must be provided by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Certification (OSDC).

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.

Bidders are encouraged to provide a copy of the OSDC certification 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. Please use the Completion Check List to ensure that all required documents have been submitted and are included in the bid package.

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 the date specified in Section I.

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" with the Bid Sheet in a separate sealed envelope marked "Bid-Do Not Open".
- One electronic copy on disc or compact disc viewable by Adobe Acrobat Reader. Entire bid, including any attachments, must be saved as a single document.

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 and demonstrate in their bid, the experience, qualifications, and resources to perform the required tasks of the project as specified below.

The prospective Contractor must 1) have a minimum BS or BA degree in a field of chemistry, biology, environmental science, toxicology, industrial hygiene, engineering or other related fields, 2) have a minimum of five years of work experience in the field of occupational health and safety or other related fields, 3) have a minimum of five years of training experience in industrial hygiene or occupational health and safety or other related fields, and 4) have a minimum of five years of training experience in occupational health and safety or other related fields as it pertains to field training in solid waste management including but not limited to project management of solid waste clean-ups.

Additionally, the instructor and course developer must be, or work under the direction of, an industrial hygienist certified by the American Board of Industrial Hygiene and/or a safety professional certified by the Board of Certified Safety Professional.

The following qualifications are preferred but not a requirement of this Agreement. 1) A minimum of ten years of training experience in industrial hygiene or occupational health and safety or other related fields and 2) a minimum of three years teaching experience in occupational health and safety or other related fields.

BID SUBMITTAL REQUIREMENTS CONT.

Qualifications and Resources Continued

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 Project Manager, Personnel and SubContractors, that include:

- Experience (including work and training experience)
 - Knowledge (including areas of expertise)
 - 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.

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 conflicts 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. Required documentation includes the following as applicable:

- A copy of the Bidder's county/city issued license, with proof of expiration date, must be included with the Bid submittal.
 - Pursuant to California Business and Professions Code some services require a professional license issued by the CA Department of Consumer Affairs. If applicable to this agreement, the professional licensing requirement(s) will be identified above under Qualifications and Resources and the Bidder must submit a copy of the appropriate license(s) for each team member who will provide "professional" services under the contract.
-

BID SUBMITTAL REQUIREMENTS CONT.

Cost Breakdown

The bid must specify the total cost and include detailed project costs, as required in the Bid Sheet. The Bid Sheet must be in a separate sealed envelope labeled "Bid-Do not open".

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. For details, please review the [California Code of Regulations](#), Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 (Traveling Expenses).

- 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 twenty-five percent (25%) of the project services to be contracted to a California OSDCC 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 an OSDCC Certified SB, as defined in Section V, Definitions and Terms, the Participation Summary must include the Bidder's information.
 - If the Bidder has identified subcontractors to be utilized to meet this goal, the Participation Summary must include the subcontractors' information.
 - If the Bidder has made a good faith effort to meet these goals and has been unable to secure an OSDCC certified SB to meet the twenty-five (25%) SB Participation goal, a Demonstration of Good Faith Effort, as well as the Participation Summary, must be completed and submitted with the proposal.
-

BID SUBMITTAL REQUIREMENTS CONT.

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 OSDC 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 an OSDC Certified DVBE, as defined in Section V, Definitions and Terms, the Participation Summary must include the Bidder's information.
- If the Bidder has identified subcontractors to be utilized to meet this goal, the Participation Summary must include the subcontractors' information.
- If the Bidder has made a good faith effort to meet these goals and has been unable to secure an OSDC certified DVBE to meet the three (3%) DVBE Participation goal, a Demonstration of Good Faith Effort, as well as the Participation Summary, must be completed and submitted with the proposal.

Enterprise Zone Act (EZA)

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

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

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

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

Target Area Contract Preference Act (TACPA)

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

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

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

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

Local Agency Military Base Recovery Act (LAMBRA)

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

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

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

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

SECTION IV**EVALUATION AND SELECTION**

Introduction

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

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

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

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 via e-mail, prior to posting the Notice of Intent to Award (if applicable).

EVALUATION AND SELECTION CONT.

Notice of Intent to Award

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

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

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

Protest of Award

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

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

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

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

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

California Integrated Waste Management Board
Attn; Contracts Unit
1001 I Street, MS-19A
Sacramento, CA 95814
Fax (916) 319-7518
Email contracts@ciwmb.ca.gov

Work to be Performed To develop training course material reviewing occupational health and safety hazards and to provide 8 hours of field refresher training to CIWMB Tier 1 field staff.

Tasks

As California's lead agency for solid waste management, the California Integrated Waste Management Board (CIWMB) is responsible for ensuring the protection of public health, safety, and the environment. This is accomplished through waste prevention, waste diversion, and safe waste processing and disposal.

The Health and Safety Program (Program) within the CIWMB's Permitting and Enforcement Division provides occupational health and safety support for its employees. The Program provides consultation support to management to ensure that all field staff are provided with appropriate training. Training is essential to maximize the skills and knowledge of CIWMB employees, specifically those employees designated as field staff. This Invitation for Bid (IFB) solicits a contractor to assist the CIWMB in the development, and presentation of Annual Health and Safety Field Refresher Training for Tier I field staff as outlined in this scope of work. The course material shall cover the following topics, including, but not limited to the inspection of solid waste facilities, composting facilities, tire sites, and asbestos sites.

The course identified below assists the Health and Safety Program in meeting statutory and internal policy needs. Each class size shall not exceed more than 30 students. Class presentations will be located in Sacramento, Southern California, and the Bay Area. There will be a total of five (5) presentations; see specific information below. Training dates will be scheduled by mutual agreement of CIWMB and the contractor.

SPECIFIC COURSE REQUIREMENTS**Annual Health & Safety (H&S) Field Refresher Training – Tier 1**

The course will be an 8-hour refresher training to review occupational health and safety issues for those employees performing field activities and who are likely to encounter hazardous environments. Tier 1 staff's duties require them to perform field activities on a regular basis, three or more days a month. The course content shall consist of practical hands-on field training exercises, workshops and case studies. All material shall emphasize proper safety & possible health hazards associated with solid waste management, field activities related to inspections, oversight of closure and/or post closure activities, tier inspections, tire remediation, and research and development activities. Emphasis shall be placed on interactive teaching between participants and the instructor. Use of lecture-style instruction shall be limited in use.

Topics covered shall include:

- Regulation Review;
- Review of Health and Safety Terminology
- Pre and Post Planning for Field Activities
- Hazard Awareness
- Personal Protective Equipment Review
- Air Monitoring Instrumentation (hands-on with combustible gas indicator)

Total number of classes: 5 classes per contract term

Locations: Sacramento (3), Southern CA (1), Bay Area (1)

DESCRIPTION OF WORK CONT.

Tasks cont.

Course Development

- All course-developed material shall be submitted to the CIWMB Contract Manager for approval. Should the contractor be required to revise any course materials during its initial development, in order to gain approval by the CIWMB Contract Manager, the CIWMB will not be responsible for reimbursing the contractor for any additional preparation in making the necessary revisions. Final approvals are required prior to presentation or distribution of the material.
 - The contractor will prepare course material to be used for the courses identified above. This material must be completed on a date to be mutually agreed upon by the CIWMB Contract Manager and the contractor.
-

Contractor Responsibilities

- Development of training material for the specific training course.
- Provide at least one instructor qualified to teach the above mentioned training courses.
- Provide all presentation material for each topic covered. Such presentation material should apply to the solid waste industry. This includes all classroom demonstration and classroom practical exercise materials.
- Provide printing and duplication of manuals and training materials associated with instruction. Paper used must contain a minimum of 30 percent postconsumer fiber, by fiber weight.
- Contractor shall provide completion certificates and/or wallet cards.
- Contractor shall be responsible for shipment of all materials associated with instruction.

CIWMB Responsibilities

- The CIWMB shall provide a facility, including all audio/visual equipment.

Course Material Proprietary Rights

All materials, (lesson plans, visual aids, training guides, instructional manuals and any other course materials) used for this training will become the property of the California Integrated Waste Management Board. Any materials and/or audio/visual aids provided by the CIWMB to the contractor for use in the preparation or delivery of the training to be performed under this Agreement shall remain the exclusive property of the CIWMB. Any course materials and/or audio/visual aids developed by the contractor for this training shall also become the exclusive property of the CIWMB.

Any changes to the approved course material must be submitted to the CIWMB for approval prior to issuance. Updates may be required by the CIWMB during the course of the contract and must be supplied by the contractor. The contractor shall be reimbursed at the hourly rate specified in the bid for the necessary preparation of any changes required by the CIWMB.

If the contractor intends to use copyrighted materials in training presentations, the contractor must present the CIWMB with a signed copyright release, permitting the CIWMB to continue to use and reproduce the materials, as needed, for training purposes. If no such release is presented, the contractor may not use the copyrighted materials in their presentation(s) for the training to be provided under this Agreement.

DESCRIPTION OF WORK CONT.

Control of Work

1. The CIWMB Contract Manager has 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 Contract Manager when the Contractor fails to complete orders required by this Agreement.

2. The Contractor will designate a Project 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 Project Manager, CIWMB Contract Manager 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
OSDC	Office of Small Business and Disabled Veteran Business Enterprise Certification	

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 his/her designees. Any references to Executive Officer shall mean the Executive Director and/or his/her 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 of California, Department of General Services, Procurement Division, Office of Small Business and DVBE Certification (OSDC).
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 Department of General Services (DGS), Procurement Division, Office of Small Business and DVBE Certification (OSDC), as a small business as defined in GC 14837 and 2 CCR 1896.
State	The State of California.

DEFINITION AND TERMS CONT.

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

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

ATTACHMENTS

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Bid Sheet

**Invitation for Bid
Health and Safety Refresher Training for Tier “0” Staff
IWM06023**

Any invoices submitted by contractor will identify line item costs and corresponding task number.

Contractor/Company Name: _____

Task	Personnel Services: (Do not include travel or overhead) estimated # of hrs needed, to complete all “Contractor Responsibilities” as detailed in Section V, Description of Work, multiplied by the individual or position rates per hr.. (Include name/position title and hours)				Fringe Benefits (Identify fringe benefit costs citing actual benefits or as a percentage of personal services costs)	Operating Expenses (operating expenses related to the services provided in this agreement, including rent and supplies, as applicable)	Equipment Costs (Include a description of equipment)	Travel Expenses (Include travel expenses and per diem. Rates are set at the rate specified by DPA for excluded employees)	Overhead (This information must be provided)	Other (any other specific breakdown required to sufficiently explain the budget costs)	Total by Task
	Name/ Position	\$/Hr	Hrs	Total \$							
Presentation-Sacramento (cost per course)											
Presentation-Southern CA (cost per course)											
Presentation-Bay Area (cost per course)											
Total by Line Item	(Sum of Column Total \$)										TOTAL

Complete this form and submit the original in accordance with the requirements of this IFB. Must be in a separate sealed envelope labeled “Bid-Do not open”.

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

This form must be submitted, even if participation levels are zero. If, for example, there is no SB Participation, enter "N/A" after name of firm and enter "0" under Total Amount of Work for SB.

MARK ONE FOR EACH FIRM USED			NAME OF FIRM	NATURE OF WORK	TOTAL PERCENTAGE 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 and Disabled Veteran Business Enterprise Certification (OSDC) can be attached for each Small and DVBE business identified.

Contractor Signature: _____

Date: _____

Demonstration of Good Faith Efforts

Check only one: Small Business Disabled Veteran Business Enterprise

*Use same template, but submit separate forms for SB and DVBE efforts, checking the appropriate box above.
This form must be completed if bidder is unable to meet the minimum SB (25%) and DVBE (3%) participation goals.*

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: <table style="width: 100%; border: none;"> <thead> <tr> <th style="text-align: left; width: 50%;"><u>Name of Agency</u></th> <th style="text-align: left; width: 25%;"><u>Person</u></th> <th style="text-align: left; width: 25%;"><u>Date of Contact</u></th> </tr> </thead> <tbody> <tr> <td> </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 for 14 calendar days in trade papers or other publications focusing on SB/DVBE firms.						
Note: Attach a copy of each advertisement. Planholder lists are not acceptable. <table style="width: 100%; border: none;"> <thead> <tr> <th style="text-align: left; width: 70%;"><u>Name of Paper or Publication</u></th> <th style="text-align: left; width: 30%;"><u>Date Published</u></th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>		<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 SB/DVBE firms.						
<table style="width: 100%; border: none;"> <thead> <tr> <th style="text-align: left; width: 40%;"><u>FIRM</u></th> <th style="text-align: left; width: 30%;"><u>CONTACT</u></th> <th style="text-align: left; width: 30%;"><u>DATE SENT</u></th> </tr> </thead> <tbody> <tr> <td> </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>					

Demonstration of Good Faith Efforts (Cont'd)

5	SB/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>	
<p>Name of Firm: _____ Person Contacted: _____</p> <p>Nature of Work: _____ Telephone No.: _____</p> <p>Results of Contact: _____</p> <p>Reasons if Rejected: _____</p>	
<p>Name of Firm: _____ Person Contacted: _____</p> <p>Nature of Work: _____ Telephone No.: _____</p> <p>Results of Contact: _____</p> <p>Reasons if Rejected: _____</p>	

1. Postconsumer material comes from products that were bought by consumers, used, then recycled. For example: a newspaper that has been purchased and read, next recycled, and then used to make another product would be postconsumer material.

If the product does not fit into any of the product categories, enter “N/A.” Common N/A products include wood products, natural textiles, aggregate, concrete, electronics such as computers, TV, software on a disk or CD, telephone

2. 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 weight, or volume.

Note: For reused or refurbished products, there is no minimum content requirement.

For additional information visit www.ciwmb.ca.gov/BuyRecycled/

Code	Description	Minimum content requirement
Product Categories (11)		
1	Paper Products - Recycled	30 percent postconsumer fiber, by fiber weight
2	Printing and Writing - Recycled	30 percent postconsumer fiber, by fiber weight
3	Compost, Co-compost, and Mulch - Recycled	80 percent recovered materials. i.e., material that would otherwise be normally disposed of in a landfill
4	Glass - Recycled	10 percent postconsumer, by weight
5	Rerefined Lubricating Oil - Recycled	70 percent re-refined base oil
6a	Plastic - Recycled	10 percent postconsumer, by weight
6b	Printer or duplication cartridges	a. Have 10 percent postconsumer material, or b. Are purchased as remanufactured, or c. Are backed by a vendor-offered program that will take back the printer cartridges after their useful life and ensure that the cartridges are recycled and comply with the definition of recycled as set forth in Section 12156 of the Public Contract Code.
7	Paint - Recycled	50 percent postconsumer paint (exceptions when 50 % postconsumer content is not available or is restricted by a local air quality management district, then 10% postconsumer content may be substituted)
8	Antifreeze - Recycled	70 percent postconsumer material
9	Retreated Tires - Recycled	Use existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400).
10	Tire- Derived - Recycled	50 percent postconsumer tires
11	Metals - Recycled	10 percent postconsumer, by weight

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 Required License(s) – Business License and Professional License (if applicable)
 - Client References
 - Small Business/Disabled Veteran Business Enterprise (DVBE) Participation Summary
Form must be submitted if participation levels are zero or less than 25% SB and 3% DVBE.
 - Demonstration of Good Faith Efforts
Submit form(s) only if participation levels are below 25% for SB and/or 3% for DVBE. Submit separate forms for SB and DVBE and mark appropriate box at top of form.
 - Personnel Information.
-

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" with the Bid Sheet in a separate sealed envelope labeled "Bid-Do Not Open"
 - One (1) Electronic copy of Bid Package in Adobe Acrobat format.
-

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

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

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

- Attachment E, Recycled Content Certification (close of contract)
 - Payee Data Record (prior to contract signing)
-

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 or as a non-small business certifying to subcontract 25% of the total bid amount?

YES – Please attach approval letter from OSDC
 NO

If claiming preference as a small business, date you filed for small business certification: _____

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 (include the training course title with course description, the number of instructional hours)			

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 (include the training course title with course description, the number of instructional hours)			

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 (include the training course title with course description, the number of instructional hours)			

If five references cannot be provided, explain why: