Integrated Waste Management Board

Request for Qualifications Environmental Services for Landfill, Disposal and Waste Tire Site Remediation for Southern California #IWM07037

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SECTION I OVERVIEW 7

GENERAL INFORMATION 7
CIWMB CONTACT 7
SERVICE NEED 7
CONTRACT BUDGET 7
LIQUIDATED DAMAGES 7
CONTRACT TERM 8
PROCESS TYPE 8
PROCESS SCHEDULE 8

SECTION II RULES AND CONDITIONS 9

INTRODUCTION 9
COMMITMENT 9
ANTITRUST CLAIMS 9
CONTRACTOR'S COST 9
INFORMATION 10
WRITTEN QUESTIONS 10
ADDENDA 10
MODIFICATION OF SUBMITTALS 10
ERRORS IN SUBMITTALS 10
UNRELIABLE LIST 10
GOVERNANCE 11
NEGOTIATING STATE CONTRACTS 11
ELECTRONIC WASTE RECYCLING 11
USE TAX 11
SMALL BUSINESS (SB) PREFERENCE 11
DISABLED VETERANS BUSINESS ENTERPRISE (DVBE) PREFERENCE 12
SUBCONTRACTORS 12

SECTION III PROPOSAL SUBMITTAL REQUIREMENTS 13

INTRODUCTION 13
DEADLINE 13
ADDRESSING 13
NUMBER OF COPIES 13
DOCUMENT PRINTING 13
CONTRACT ELIGIBILITY 13
TABLE OF CONTENTS 14
COVER LETTER 14
STATEMENT OF QUALIFICATIONS 15
ILLNESS AND INJURY PREVENTION PROGRAM (IIPP) 16
LICENSES & CERTIFICATIONS 16
COMPLIANCE WITH GOVERNMENT CODE SECTION 87100 16
PUBLIC CONTRACT CODE SECTIONS 10162 & 10285.1 & NON-COLLUSION 16
ENTERPRISE ZONE ACT (EZA) 17
TARGET AREA CONTRACT PREFERENCE ACT (TACPA) 17
SMALL BUSINESS (SB) PARTICIPATION 17

DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION (DVBE) 18
LOCAL AGENCY MILITARY BASE RECOVERY ACT (LAMBRA) 18

SECTION IV EVALUATION AND SELECTION 19

INTRODUCTION 19
GROUNDS FOR REJECTION 19
SELECTION PROCESS 19
ORAL INTERVIEWS 20
NEGOTIATING OF CONTRACTS 20
AWARD OF AGREEMENT 20
NOTICE OF INTENT TO AWARD 21
PROPOSER NOTIFICATIONS 21
EXECUTION OF AGREEMENT 21
REJECTION OF AWARD 21
START OF WORK 21
PROTEST OF AWARD 21

SECTION V DESCRIPTION OF WORK 22

WORK TO BE PERFORMED 22
WORK PLANS 23
CONTROL OF WORK 24

SECTION VI COST AND PAYMENT PROVISIONS 25

PAYMENT 25
LABOR RATES 25
OFFICE SUPPORT EMPLOYEES 25
CONTRACTOR OWNED EQUIPMENT 26
RENTAL EQUIPMENT 27
SMALL EQUIPMENT AND TOOLS 27
MATERIALS 27
COMMUNICATION 27
SUBCONTRACTORS 27
NON-HAZARDOUS MATERIAL TRANSPORT AND DISPOSAL 27
HAZARDOUS MATERIAL TRANSPORT AND DISPOSAL 28
INSURANCE 28
OTHER SERVICES AND MATERIALS 28
NON-COMPENSABLE SERVICES 29
RECORDS 29
STATE INCOME TAX WITHHOLDING 29

SECTION VII DEFINITION AND TERMS 30

ATTACHMENTS

STATEMENT OF QUALIFICATIONS 1
SELECTION CRITERIA AND RELATIVE WEIGHTINGS 11
COMPLIANCE WITH GOVERNMENT CODE, SECTION 87100 15
PUBLIC CONTRACT CODE SECTION 10162 - QUESTIONNAIRE 16
CERTIFICATION OF SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) REQUIREMENTS 17
SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISES (DVBE) PARTICIPATION SUMMARY 19
DEMONSTRATION OF GOOD FAITH EFFORTS 21
RECYCLED-CONTENT CERTIFICATION 23
COMPLETION CHECKLIST 25
MODIFICATION TO GENERAL PROVISIONS FROM DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS 27

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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
Physical Address: 1001 I Street,
Sacramento, CA 95814
CIWMB Contracts Unit, MS-19A
Mailing Address: PO Box 4025,
Sacramento, CA 95812-4025
Attn: 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

Pursuant to Public Resources Code (PRC) Sections 48020 et seq., the California Integrated Waste Management Board (CIWMB) administers the Solid Waste Disposal and Codisposal Site Cleanup Program (Program). In administering the Program, the CIWMB is authorized to expend funds directly for cleanups. Furthermore, PRC section 42846(a) allows the Board to expend available money in the California Tire Recycling Management Fund to perform any cleanup, abatement, or remedial work required under the circumstances set forth in PRC section 42845. The purpose of this contract is to provide environmental services where the CIWMB determines that the direct expenditure of funds is the appropriate method for site cleanup.

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

Contract Budget

Subject to the availability of funds and approval by the Board, there is a current maximum budget of $5,700,000 (five million seven hundred thousand dollars).

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

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.

See Section II, Commitment, *Special Terms and Conditions* for additional information.

Contract Term

The term of this Agreement will span approximately 26 months and is expected to begin in April 2008. Services shall not begin until written notification is received from the CIWMB.

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

Process Type

Request for Qualifications

Process Schedule

This process will be conducted according to the following tentative schedule where all times are reported in Pacific Time :

Advertisement Date	December 26,2007
Written Questions Due by 5:00 pm	January 9, 2008
Statement of Qualifications (SOQs) Due by 2:00 pm	February 5, 2008
Oral Interviews Conducted with Highest Ranked Firms	Week of February 25, 2008
Negotiations begin with Most Qualified Firm	Approximately February 28, 2008
Award of contract pending Board approval of Contractor	March 18, 2008

SECTION II RULES AND CONDITIONS

Introduction

There are conditions that this RFQ, submitting firm's Statement of Qualifications (SOQ) and resulting Agreement are subject to and/or requirements for which the firm must comply. Any concerns or issues with any of the conditions, including those referenced below under Commitment must be addressed during the Question and Answer period of this RFQ.

Commitment

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

- All items noted in RFQ documents
- Special Terms and Conditions available for viewing at *www.ciwmb.ca.gov/Contracts/Forms/SpeTermsCond.pdf*
- General Terms and Conditions (GTCs) available for viewing at *www.ols.dgs.ca.gov/Standard+Language*.
- Contractor Certification Clauses (CCCs) available for viewing at *www.ols.dgs.ca.gov/Standard+Language*.
- Department of Transportation's Standard Specifications dated May 2006 (available for viewing at http://www.dot.ca.gov/hq/esc/oe/specifications/std_specs/2006_StdSpecs/2006_StdSpecs.doc) with modifications as shown in Attachment J.

If the proposer 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 RFQ. In addition, award of this Agreement does not obligate the CIWMB to issue any work orders and the successful Contractor shall have no claim for damages or compensation for anticipated profits should the CIWMB not issue any work orders.

Antitrust Claims

In submitting a Proposal Package to a public purchasing body, the Proposer offers and agrees that if the Proposal 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 Proposer for sale to the purchasing body pursuant to the Proposal Package. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Proposer. (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 Proposal 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 RFQ process are at the firm's expense.

No costs incurred by the contractor participating in the RFQ 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 proposer deems confidential, must so be marked prior to submission of the SOQ to the CIWMB.

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

Written Questions

The RFQ includes a formal question and answer period in which interested firms have the opportunity to submit questions regarding the RFQ. All questions must be submitted in writing by fax or e-mail to the CIWMB Contact as listed in Section I. Correspondence must be marked "Questions Relating to RFQ IWM07037".The questions and answers will be published in an Addendum to the RFQ (see below-Addenda). The addenda will not divulge the source of the request.

Addenda

The CIWMB reserves the right to amend, alter, or change the rules and conditions of this RFQ. Any ambiguity, conflict, discrepancy, omission, or other error discovered in the RFQ should immediately be reported to the CIWMB prior to the deadline for submission of written questions. Firms seeking clarification of the RFQ requirements must submit questions during the written question and answer period. The CIWMB will issue addenda to address all issues.
Receipt of Addenda must be acknowledged as indicated in the SOQ (Attachment A, section H, pg. SOQ-10 "Acknowledgment/Authorization Form"). All addenda to this RFQ will be made available on the Contracts Unit website at www.ciwmb.ca.gov/contracts.

Modification of Submittals

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

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

A Proposal cannot be withdrawn for modification after the submittal deadline has passed.

Errors in Submittals

An error in a SOQ package may be cause for rejection of that SOQ.

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

Unreliable List

Any contractor or subcontractor currently on the CIWMB Unreliable list, is ineligible to apply for or participate in this contract.

Governance

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

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

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

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

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 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.

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 Firm competing in this process as a California Certified Small Business (SB) will receive a five percent (5%) SB preference. Certification must be through the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS).
The CIWMB will apply the preference per State law as described on the DGS website at http://www.pd.dgs.ca.gov/smbus/sbpref.htm for award based on high score.

The preference will not be applied until the interview scoring process to ensure that the preference is only applied to responsive, responsible firms as the law intended.

Proposer's are encouraged to provide a copy of the OSDS certification with the proposal package.

Disabled Veterans Business Enterprise (DVBE) Preference

Any Firm competing in this process as a California Certified Disabled Veteran Business Enterprise (DVBE) will receive a five percent (5%) DVBE preference. Certification must be through the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS).

The CIWMB will apply the preference per State law as described on the DGS website at http://www.pd.dgs.ca.gov/smbus/sbpref.htm for award based on high score.

The preference will not be applied until the interview scoring process to ensure that the preference is only applied to responsive, responsible firms as the law intended.

Proposer's are encouraged to provide a copy of the OSDS certification with the proposal package.

Subcontractors

All subcontractors identified in the proposal, 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 DVBE firms identified on the Small Business/DVBE Participation Summary, Attachment F as submitted for each work order.

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

SECTION III PROPOSAL SUBMITTAL REQUIREMENTS

Introduction

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

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

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

Deadline

The proposal package must be received by the CIWMB, at the address listed in Section I, Overview by 2:00 p.m. on February 5, 2008.

Proposals received after the deadline, will be considered late and returned to the Proposer unopened.

Addressing

The proposal package must clearly state that it is in response to this RFQ and note the RFQ number IWM07037 with the direction of "Mailroom – do not open."

Number of Copies

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

- One original, non-bound hard copy marked "Original"
- Five bound, hard copies marked "Copy"
- One electronic copy on disc or compact disc viewable by Adobe Acrobat Reader. Entire proposal, including any attachments will preferably be saved as a single document.

It is the submitting Proposer'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. The cover letter (see below) must attest to the percentage of recycled content in the paper used for the proposal or include the ream wrapper as proof.

Contract Eligibility

The Proposer must include a written declaration in the cover letter (see below), 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.

Table of Contents

The information must be organized as presented here with corresponding page references (i.e., Cover Letter, SOQ, Attachments, etc.)

Cover Letter

The cover letter shall be signed by an individual who is authorized to bind the Proposer and shall indicate that person's title or position. The cover letter must be on the Proposer's company letterhead and contain the following information:

a. Name and address of the Proposer submitting qualifications;

b. Name, telephone number, and e-mail address of a person who can be contacted if further information is required;

c. Name, title, address, telephone number, and e-mail address of individual(s) with authority to negotiate and execute a binding Agreement on behalf of the Proposer;

d. Statement that the submission is a firm and irrevocable offer for a 90-day period;

e. Statement attesting to the fact of the percentage of post consumer recycled content fiber paper used in the compilation of the SOQ package;

f. Statement that the Contractor is not an expatriate corporation or subsidiary of an expatriate corporation

g. Statement 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.

h. Statement that the Contractor certifies under the penalty of perjury under the laws of the State of California that the Contractor will, unless exempted, comply with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

Statement of Qualifications

Proposers shall respond to all items in the SOQ form (Attachment A). If the answer to any item is "Not Applicable" or "None" so state in the designated space on the SOQ form. If there is no response for an item, the SOQ package may be considered non-responsive and the submittal may be rejected. The following information is provided as clarification of the requirements of some subjects contained within the SOQ but is not a complete list of all information required for inclusion in the Proposers submittal:

a. References: Proposers must provide the name and current phone number of references that can confirm accuracy of experience and qualifications listed in the SOQ. References who are employees of the firm submitting the SOQ or employees of firms legally associated with the Proposer submitting the SOQ will not be considered as valid references. Experience or qualifications that cannot be confirmed by CIWMB staff (e.g., inappropriate contact person or incorrect telephone number) will be disregarded.

b. Organizational Chart: Proposers must provide an organizational chart following the format identified in Section G. Specific staff shall be identified for the following tasks, at a minimum:

1) ProjectManager
2) Project Superintendents
3) Health and Safety Officer
4) Cost Estimators

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

c. Personnel Information: Include a list of all personnel who will perform the activities described in Section V, Work to be Performed, including a summary of similar work performed by these personnel. Include a resume indicating related experience for each employee. Proposer must be able to provide, within a reasonable time frame, those personnel listed in the SOQ for support of the SWCP as needed.

d. Additional Information: Proposers may provide any additional information that demonstrates the Proposers' ability to perform these types of work, experience with projects of similar scope, or any other information that demonstrates the Proposers' capabilities to perform work identified in Section V.

e. Partners/Subcontractors: The variety of work may require resources beyond capabilities of some Proposers. If other construction firms are proposed as partners or subcontractors, the experience of those firms, in addition to the experience of the prime Proposer, shall be indicated on the appropriate forms in the SOQ. All experience documented on the forms shall be clearly marked to show which firm was responsible for the specific work.

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

Illness and Injury Prevention Program (IIPP)

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

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

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

Prior to site entry, the Contractor shall ensure that:

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

Licenses & Certifications

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 Proposer's county/city issued license with proof of expiration date, must be included with the Proposal submittal.
- Additionally, pursuant to the California Business and Professions Code, for services of a "professional" nature requiring a professional license issued by the CA Department of Consumer Affairs, Proposers must submit a copy of the appropriate license(s) for each team member who will provide "professional" services under the contract.
- HAZWOPR Certifications for all proposed Site Superintendents.

Compliance with Government Code Section 87100

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

Public Contract Code Sections 10162 & 10285.1 & Non-Collusion

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

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 proposers.

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

If the Proposer is qualified for this preference, the EZA Preference Request Form must be included in the proposal submittal. The preference cannot displace a direct award to a certified SB.

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 proposers.

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

If the Proposer is qualified for this preference, the TACPA Preference Request Form must be included in the proposal submittal. The preference cannot displace a direct award to a certified SB.

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

Small Business (SB) Participation

The CIWMB expects a minimum of twenty-five percent (25%) of the project services to be contracted to a California OSDS Certified SB that performs a commercially useful function. Any firm competing in this RFQ process shall certify on Attachment E that they will comply with this requirement or make good faith efforts to meet this goal. If awarded an Agreement, the Contractor will be required to submit evidence with each Work Plan that it has either met these participation goals (Attachment F) or made a good faith effort to meet the goals (Attachment G).

Attachment F must be completed and submitted with the SOQ package **if** the Proposer is a certified Small Business firm. The SB preference will not be applied unless the Proposer has completed Attachment F.

The participation goal for each Work Order can be achieved by a combined effort of the prime and/or any subcontractors, that includes:

- If the Proposer is a Certified OSDS SB, as defined in Section V Definitions and Terms. The Participation Summary (Attachment F) must be completed and submitted with the proposal.
- If the Proposer has identified subcontractors to be utilized to meet this goal, the Participation Summary (Attachment F) must be completed and submitted with the Work Plan for each Work Order.
- If the Proposer has made a good faith effort (see requirements on Attachment G) to meet the 25% goal and has been unable to secure a certified OSDS SB, a Demonstration of Good Faith Effort (Attachment G) must be completed and the Participation Summary (Attachment F) must indicate the percentage (even if zero) of services that will be provided by the SB. Both forms must be submitted with the Work Plan.

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 OSDS Certified DVBE that performs a commercially useful function. Firms are encouraged to read and apply the information provided in the DVBE Resource Packet at http://www.pd.dgs.ca.gov/Publications/resource.htm.

Any firm competing in this RFQ process shall certify on Attachment E that they will comply with this requirement or make good faith efforts to meet this goal. If awarded an Agreement, the Contractor will be required to submit evidence with each Work Plan that it has either met these participation goals (Attachment F) or made a good faith effort to meet the goals (Attachment G).

Attachment F must be completed and submitted with the SOQ package **if** the Proposer is a certified Disabled Veteran Business Enterprise. The DVBE preference will not be applied unless the Proposer has completed Attachment F.

The participation goal for each Work Order can be achieved by a combined effort of the prime and/or any subcontractors, that includes:

- If the Proposer is a Certified OSDS DVBE, as defined in Section V Definitions and Terms. The Participation Summary (Attachment F) must be completed and submitted with the proposal.
- If the Proposer has identified subcontractors to be utilized to meet this goal, the Participation Summary (Attachment F) must be completed and submitted with the Work Plan for each Work Order.
- If the Proposer has made a good faith effort (see requirements on Attachment G) to meet the 3% goal and has been unable to secure a certified OSDS DVBE, a Demonstration of Good Faith Effort (Attachment G) must be completed and the Participation Summary (Attachment F) must indicate the percentage (even if zero) of services that will be provided by the DVBE. Both forms must be submitted with the Work Plan.

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 proposers.

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

If the Proposer is qualified for this preference, the LAMBRA Preference Request Form must be included in the proposal submittal. The preference cannot displace a direct award to a certified SB.

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 Proposer has included all required documentation in the Proposal submittal.

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

Those Proposer's submittals that pass this review will be forwarded to the Selection Committee for Evaluation.

Grounds for Rejection

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

Additionally, a proposal may be rejected if:

- It is received after the due date and time for submittal
- It does not include a reproducible master and the required number of copies;
- All responses to an item are not completed;
- Required license information is not submitted with the SOQ package;
- Required authorizations and certifications for the SOQ package are not properly completed and signed.
- The Proposer has been prohibited from contracting with the State by the Department of Fair Employment and Housing
- The Proposer has received a substantive negative contract performance from the State
- Any items required by the RFQ are not included with the submittal

No proposal may be rejected arbitrarily or without reasonable cause.

Selection Process

The Selection Committee will evaluate and score all proposals passing the Pre-Qualification Evaluation, utilizing the Scoring Criteria identified in this RFQ (Attachment B).

Scores assigned based on evaluation criteria will then be converted to a ranking score. For purposes of identifying the firms to be interviewed, staff will determine the ranking hierarchy based on the cumulative ranking score received by each firm. At a minimum, the top three ranked firms will be invited to interview. In the event that less than three firms are qualified, all qualified firms will be invited to interview.

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

Oral Interviews

Proposers selected for interviews will be notified in advance of the time and place that the interviews will be conducted. Interviews will include discussion and evaluation of qualifications and methods for furnishing the required services. Proposers will also be notified of additional information to be provided at the interview, including, but not limited to proposed rates/markups. Failure to appear at the interview will be considered non-responsive and the Proposer may be eliminated from any further consideration.

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

Negotiating of Contracts

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

Board staff will attempt to negotiate an agreement with the highest ranked firm. If an agreement is reached, staff will recommend to the Board that the selected firm be awarded the Agreement and all other interviewed firm's Fee Proposals will be returned to them unopened upon execution of the contract.

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

Award of Agreement

Award of the Agreement shall be to the highest-ranking firm meeting all the requirements of this RFQ after successful negotiations have been completed. If the firm is the highest-ranking firm for this solicitation IWM07037 and for the Northern California Region solicitation (IWM07036), the award will be based on the firm's regional preference. Once the regional preference is administered, the next highest-ranking firm will be awarded the contract for the remaining region upon successful negotiation of the next highest ranked.

The Board reserves the right to not award the Agreement.

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

1. Payee Data Record (Standard Form 204);
2. Contractor Certification Clauses;
3. Verification of Worker's Compensation Insurance; and
4. Certificate(s) of Insurance.

Notice of Intent to Award

The CIWMB will post a notice of intent to award this Agreement five (5) working days prior to the award being made. The award will not be made until after the Board has approved the contractor.

Notice of the intent to award will be posted on the CIWMB's website at www.ciwmb.ca.gov/contracts.

Proposer Notifications

The CIWMB will notify all Proposers of the outcome of their proposal submittals, prior to posting the notice of intent to award.

Execution of Agreement

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

Rejection of Award

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

The CIWMB reserves the right to disqualify the awardee and award the Agreement to the next highest ranked Proposer.

Start of Work

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

Protest of Award

A Proposer 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 after the Board has approved the Contractor.

Within five (5) days of the initial protest filing, the Proposer must submit a detailed written statement with information that supports that the Proposer 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) 319-7582
Email contracts@ciwmb.ca.gov

Work to be Performed

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

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

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

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

1. Removal, transportation, and disposal of solid waste, as defined in PRC Section 40191, where recycling of the waste is not economically practical.

2. Collection, transportation, storage, transfer, and/or processing of materials suitable for recycling that would otherwise become solid waste.

3. Consolidation of solid waste and/or burn ash and construction of soil or other types of covers.

4. Site grading and construction of drainage systems.

5. Installation of erosion control systems and establishment of vegetative cover.

6. Construction of excavations, embankments, and placement of fill.

7. Installation of fencing, barriers and signs.

8. Performing trenching, drilling, and other activities for subsurface exploration in support of investigations of potential sites.

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

Work to be Performed continued

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

11. Processing of waste tires on-site or off-site by de-rimming, shredding, baling or cutting into pieces.

12. Retrieving, loading, processing, and transporting whole or altered tires on or from a designated site in accordance with applicable laws and regulations.

13. Implementing elements of approved fire-fighting plans for solid waste and/or waste tire facilities, which may include:

    a. Installing tanks or impoundments for fire fighting water.

    b. Stockpiling sand, foam and other materials.

    c. Providing taps, piping valves, hydrants and pumps as needed.

14. Completing environmental/engineering studies.

Work Plans

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

1. Introduction: Identify reference documents used to prepare the Work Plan, summarize the site visit and contacts made, and discuss problems encountered. Identify landfills and recycling facilities to be used, material sources, haul routes and other relevant information.

2. Project Supervision: Identify Contractor's key personnel and support staff assigned to the project. Include as a minimum by name the project manager, site superintendent, and subcontractor key personnel/contacts. Describe the organizational relationship for the project and responsibilities of assigned personnel.

3. Project Work Elements: Briefly describe the remediation method for items of work identified in the Work Order or other items as identified by the Contractor that are required to complete the remediation, including mobilization/demobilization, site utilities and facilities, permits, and temporary environmental controls. Include work hours and days for these elements of the project.

4. Project Schedule: Prepare a time schedule beginning with start of mobilization through completion of demobilization. Provide a timeline for all major items of work.

5. Cost Estimate: Prepare a cost estimate that includes costs for each item of work, project supervision, site utilities and facilities, permits, mobilization, demobilization, and bonds. Develop costs for items of work as follows: labor/equipment hours multiplied by Contract rates including markups and surcharges; for materials, subcontractors, and special services show both actual cost and agreed markups in arriving at total cost. Provide all documentation necessary for evaluation and cost tracking for the remediation.

6. Site Specific Injury and Illness Prevention Plan (IIPP): Prepare a site specific IIPP which identifies biological, physical and other hazards and provides for adequate and prescribed medical surveillance, site controls, monitoring, worker protection and training, decontamination, and emergency response procedures.

Work Plans Continued

7. The following forms and information will be required for each site cleanup:

   a. Payment Bond;
   b. Performance Bond;
   c. Small Business/DVBE Participation Summary/Demonstration of Good Faith Effort; and
   d. Recycled Content Certification.

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 COST AND PAYMENT PROVISIONS

Payment

The Contractor receiving award of this agreement will be reimbursed in arrears for services satisfactorily rendered and approved by the CIWMB Contract Manager as promptly as fiscal procedures will permit upon receipt by the CIWMB Contract Manager of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Work Order.

Labor Rates

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

The Contractor will be compensated for the cost of workers used in the actual and direct performance of the work. To the total of the direct costs computed as provided in the following subsection "Actual Wages," there will be added a markup to be negotiated, but not to exceed 33 percent. No markup shall be added to costs computed as provided in the following subsections, "Labor Surcharge" and "Subsistence and Travel Allowance." Compensation for prevailing wage employees shall be made at the appropriate rate for each classification as determined by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1 (rates available at http://www.dir.ca.gov). Contractor shall be responsible for any future adjustments to prevailing wage rates including but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. The Contractor is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement.
A mistake, inadvertence, or neglect by the Contractor in failing to pay the correct rates of prevailing wage will be remedied solely by the Contractor and will not, under any circumstances, be considered as the basis of a claim against the Department on the Agreement.

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

1. Actual Wages: The actual wages paid shall include any employer payments to or on behalf of the workers for health and welfare, pension, vacation and similar purposes.

2. Labor Surcharge: To the actual wages, as defined in the above subsection, "Actual Wages," a labor surcharge will be added as set forth in the Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates, which is in effect on the date upon which the work is accomplished. Said labor surcharge shall constitute full compensation for all payments imposed by State and federal laws and for all other payments made to, or on behalf of, the workers, other than actual wages as defined above and subsistence and travel allowance as follows.

3. Subsistence and Travel Allowance: The actual subsistence and travel allowance paid to workers shall be negotiated.

Office Support Employees

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

Contractor Owned Equipment

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

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

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

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

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

Table VI-1

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

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

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

Rental Equipment

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

Small Equipment and Tools

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

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

Materials

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

Communication

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

Subcontractors

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

Non-Hazardous Material Transport and Disposal

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

Hazardous Material Transport and Disposal

If any material encountered during the work is determined or is suspected to be a hazardous substance as previously defined, the Contractor shall notify CIWMB staff. If required by CIWMB staff or a Work Order any cleanup, packaging, transportation and disposal or recycling of that material shall follow all prescribed health and safety procedures. Haulers must have appropriate license to transport these materials, and the disposal site shall have permits appropriate for the types and volumes of these materials. A markup to be negotiated, but not to exceed 10 percent, will be allowed for approved transport and disposal charges for these materials.

Insurance

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

1. General Liability and Umbrella Insurance, with the following limits:
   a. $1,000,000 for each occurrence
   b. $2,000,000 general aggregate
   c. $5,000,000 umbrella or excess liability

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

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

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

Other Services and Materials

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

Non-compensable Services

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

Records

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

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

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

State Income Tax Withholding

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

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

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

SECTION VII DEFINITION AND TERMS

General

Unless the context otherwise requires, wherever in this RFQ 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

CFR	Code of Federal Regulations
ADA	Americans with Disabilities Act
CAL EPA	California Environmental Protection Agency
CCR	California Code of Regulations
DVBE	Disabled Veteran Business Enterprise
EPA	Environmental Protection Agency (Federal Government)
GC	Government Code
CIWMB	California Integrated Waste Management Board
PCC	Public Contract Code
RFQ	Request for Qualifications
SB	Small Business
SOW	Scope of Work
OSDS	The Department of General Services (DGS), Procurement Division (PD), Office of SB and DVBE Services (OSDS)
HAZWOPR	Hazardous Waste Operations and Emergency Response

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 RFQ, Proposal, general and specific terms and conditions, Work Orders, and supplemental agreements which may be required to complete the work in a substantial and acceptable manner.

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.

Cal EPA

The California Environmental Protection Agency

CIWMB

The California Integrated Waste Management Board.

Consultant

The person or persons, firm, partnership, corporation, or combination thereof, which may enter into this Agreement with the Board to provide work pursuant to this RFQ 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.

SECTION VII DEFINITION AND TERMS

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 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 (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS).
Legal Holidays	Those days designated as State holidays in the Government Code.
Project 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 Project Manager prior to submittal to the Board.
Proposer	Any firm submitting a Statement of Qualifications in response to this RFQ.
Scope of Work	The description of work required of a contractor by the awarding agency.
Site Superintendent	Contractor's representative for all field activity at a specified site.
Small Business (Certified)	A business that has been certified by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS), 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

Statement of Qualifications

Environmental Services for Landfill, Disposal and Waste Tire Site Remediation for Southern California IWM07037

A. GENERAL INFORMATION

1. Identification of company submitting this Statement of Qualifications:

   Name of firm: _____

   Address: _____

   City: _____ State: _____ Zip: _____

   Telephone No: _____ Fax No.: _____

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

   Name: _____

   Title: _____

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

   ☐ Corporation ☐ Partnership ☐ Individual ☐ Joint Venture

   Are you a Certified Small Business? _____

   If "YES" attach approval letter from Office of Small Business and Disabled Veteran's Business Enterprise Services, complete Attachment F and list your SB Reference No. _____

   Are you a Certified Disabled Veteran's Business Enterprise? _____

   If "YES" attach approval letter from Office of Small Business and Disabled Veteran's Business Enterprise Services, complete Attachment F and list your DVBE Reference No. _____

4. Taxpayer federal employer identification number: _____

5. Year organized: _____

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

Name of former company:	Dates of operation:
_____	_____
_____	_____

7. Identify total number of current permanent employees: _____

   Construction: _____

   Administration: _____

   Engineering: _____

   Highest manpower level in past five years: _____

   Lowest manpower level in past five years: _____

8. Identify parent company, if applicable:

   Name of firm: _____

   Address: _____

   City: _____ State: _____ Zip: _____

   Telephone No: _____ Fax No.: _____

   State in which incorporated: _____

9. Agent for Service of Process in California:

   Name: _____

   Address: _____

   City: _____ State: _____ Zip: _____

   Telephone No: _____ Fax No.: _____

10. If a corporation, complete the following:

    Date of incorporation: _____

    State(s) in which incorporated: _____

11. If a partnership, complete the following:

Date of organization: _____

Type of partnership: ☐ General ☐ Limited

List names and addresses of all partners:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

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

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Name: _____

Address: _____

City: _____ State: _____ Zip:_____

B. LICENSING/HEALTH & SAFETY INFORMATION

1. HAZWOPR Certification for all proposed Site Superintendants:

   Licensee(s): _____

   License Number(s): _____

   Expiration Date(s): _____

2. Do you have a written company Illness and Injury Prevention Program? ☐ Yes ☐ No

   If yes, is it signed by a certified Industrial Hygienist? ☐ Yes ☐ No

   Do you employ a full-time certified Industrial Hygienist? ☐ Yes ☐ No

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

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

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

C. FINANCIAL INFORMATION

1. Submit a **notarized written statement from your financial institution(s) on letterhead** stating the following information:

   A. Name of company;

   B. Date account(s) were opened;

   C. Line of credit? ☐ Yes ☐ No

   D. Does the company keep a well-balanced financial position at the bank?

   ☐ Yes ☐ No

2. Submit an **audited or reviewed financial statement,** including the Proposer's latest balance sheet and income and expense statement dated within the last 12 months showing the following items (annual reports will not be accepted and will be considered unresponsive):

   A. Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses).

   B. Net fixed assets.

   C. Other assets.

   D. Current liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes).

   E. Other liabilities (e.g., capital, capital stock, authorized and outstanding share par values, earned surplus and related earnings).

   F. Name of firm preparing financial statement and date thereof.

   G. Is this financial statement for the proposing organization. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

3. Has your company or any of its principals petitioned for bankruptcy <u>within the last 7 years</u>?

   ☐ Yes ☐ No

   If yes, enter the date(s): _____

D. PROJECT EXPERIENCE

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

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

1. Involves types of work listed in Section V, Work to Be Performed, of the RFQ.

2. Be successfully completed within the last 5 years.

3. Be of a minimum contract amount of $100,000 for the submitting entity or $25,000 for subcontractors.

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

Name of entity claiming experience: _____

Project name/location: _____

Name of client (owner or prime Contractor): _____

Client contact and current telephone number: _____

Contract amount (listed entity only): _____

Percent of work performed with your entity's resources: _____

Type of work (mark all that apply):

- ☐ Solid waste removal/disposal
- ☐ Recycling of solid waste
- ☐ Site grading/drainage system construction
- ☐ Solid waste consolidation
- ☐ Earth embankment/fill placement
- ☐ Landfill cover construction
- ☐ Erosion control/vegetative cover
- ☐ Fencing/barrier/signage installation
- ☐ Hazardous waste removal/disposal
- ☐ Subsurface site investigation support
- ☐ Retrieving, loading, processing, and transporting whole or altered tires on or from a designated site in accordance with applicable laws and regulations
- ☐ Implementing elements of approved fire-fighting plans for solid waste and/or waste tire facilities
- ☐ Completing environmental/engineering studies

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

_____

_____

Were liquidated damages applied to the project? ☐ Yes ☐ No

If yes, explain: _____

E. BONDING INFORMATION

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

F. LITIGATION/CLAIMS INFORMATION

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

   Project name:_____

   Project location:_____

   Lawsuit name:_____

   Lawsuit number:_____ Date of lawsuit: _____

   County/state where filed:_____

   Parties involved:_____

   _____

   Lawsuit claim:_____

   _____

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

   Project name:_____

   Project location:_____

   Lawsuit name:_____

   Lawsuit number:_____ Date of lawsuit: _____

   County/state where filed:_____

   Parties involved:_____

   _____

   Lawsuit claim:_____

   _____

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

Project name: _____

Project location: _____

Client: _____

Address: _____

Contact name/current telephone no.: _____

Date of termination: _____

Reason for termination: _____

_____

Project name: _____

Project location: _____

Client: _____

Address: _____

Contact name/current telephone no.: _____

Date of termination: _____

Reason for termination: _____

_____

G. PERSONNEL & ORGANIZATIONAL INFORMATION

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

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

H. ACKNOWLEDGMENT/AUTHORIZATION FORM

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

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

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

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

_____	_____
Print Name of Authorized Representative	Name of Organization
_____	_____
Signature of Authorized Representative	Location Where Signed
_____	_____
Title of Authorized Representative	Date Signed
_____	
Telephone Number	

Acknowledgment of Addenda:

Addendum No.	Signature
_____	_____
_____	_____

Selection Criteria And Relative Weightings

Environmental Services Contract for Landfill, Disposal Site, and Waste Tire Site Remediation Southern California (IWM07037)

Pursuant to Title 14, California Code of Regulations (14 CCR), Section 17022, the Board shall select firms utilizing the following criteria and relative weightings based on their ability to perform the specific functions outlined in the Request for Qualifications (RFQ).

Description/ Points
1. Overall professional experience, reliability, and continuity of the firm as related to the tasks described in the RFQ [14 CCR 17022(a)]. **20 POINTS**
Based on a review of the contractor's submitted project experience within the last 5 years evaluate the contractor's experience in performing remediations at solid waste disposal sites and illegal disposal sites utilizing the following tasks: A. Removal, transportation, and disposal of solid waste, as defined in PRC Section 40191, where recycling of the waste is not economically practical. B. Collection, transportation, storage, transfer, and/or processing of materials suitable for recycling that would otherwise become solid waste. C. Consolidation of solid waste and/or burn ash and construction of soil or other types of covers. D. Site grading and construction of drainage systems. E. Installation of erosion control systems and establishment of vegetative cover. F. Construction of excavations, embankments, and placement of fill. G. Installation of fencing, barriers and signs. H. Performing trenching, drilling, and other activities for subsurface exploration in support of investigations of potential sites. I. Identification, collection, segregation, removal, disposal, and/or recycling of hazardous waste as defined in California Health and Safety Code Section 25117, and other wastes encountered during solid waste cleanup. J. Preparation of Work Plans. Work Plans shall include, but are not limited to, project work elements, a project schedule, a cost estimate, a site specific injury and illness prevention plan, and any other required documents. K. Processing of waste tires on-site or off-site by de-rimming, shredding, baling or cutting into pieces.

1. CONTINUED: Overall professional experience, reliability, and continuity of the firm as related to the tasks described in the RFQ [14 CCR 17022(a)]. 20 POINTS
L. Retrieving, loading, processing, and transporting whole or altered tires on or from a designated site in accordance with applicable laws and regulations. M. Implementing elements of approved fire-fighting plans for solid waste and/or waste tire facilities, which may include: (1) Installing tanks or impoundments for fire fighting water. (2) Stockpiling sand, foam and other materials. (3). Providing taps, piping valves, hydrants and pumps as needed. N. Completing environmental/engineering studies.
2. Professional experience of the firm in executing contracts of a similar nature [14 CCR 17022(b)]. **15 POINTS**
Based on a review of the contractor's submitted project experience within the last 5 years evaluate the following: A. Contractor's experience with solid waste and environmental regulations associated with solid waste disposal site, illegal disposal site, and waste tire site cleanup. B. Contractor's experience with "time and materials" and/or "work order" based contracts. C. Contractor's experience with solid waste disposal site, illegal disposal site, and waste tire site cleanup.
3. Adequacy of personnel numbers within specific disciplines required to complete the work required by the RFQ [14 CCR 17022(c)] and adequacy of number of principal(s) which are intended to be assigned to the contract [14 CCR 17022(e)]. **15 POINTS**
Based on a review of the contractor's organization chart, adequate numbers and availability of the following staff for contractor to perform up to three cleanups at solid waste disposal sites, illegal disposal sites, and/or waste tire sites concurrently at locations throughout Northern California (as defined): A. One qualified Program Manager. B. A minimum of 3 qualified Superintendents. C. An adequate number of permanent operators/laborers to staff a minimum of three crews. D. An adequate number of clerical/accounting employees to track costs and/or prepare invoices for a time and materials contract. E. A Health and Safety Officer or other appropriate employee responsible for preparing and implementing an injury and illness prevention program at each site.

4. Experience and training of key personnel as related to the work described in the RFQ [14 CCR 17022(d)] and knowledge of applicable regulations and technology associated with the contract [14 CCR 17022(f)]. **20 POINTS**
Based on a review of the submitted resumes evaluate the experience and training of the following personnel with regard to years of experience, years of employment with the firm, professional status/licenses, health and safety training as related to the tasks outlined in the Scope of Work along with knowledge of applicable environmental regulations, project permitting requirements and compliance, and solid waste technology: A. Program Manager B. Site Superintendents C. Project Managers/Engineers/Permitting Staff D. Health and Safety Officer
5. Quality and timeliness of recently completed or nearly completed projects that were similar to the work described in the RFQ [14 CCR 17022(g)]. **20 POINTS**
Based on a review of the following: A. Recommendations of the references listed by Contractor for previous or current projects. B. Review litigation information. C. Reference provided by bonding company. D. Number of and reason for prior contract termination(s). E. Safety record of the firm as reported in the health and safety information.
6. Specialized qualifications for the services to be performed [14 CCR 17022(h)]. **10 POINTS**
A. Any specialty training of key personnel that would benefit in the remediation of solid waste disposal sites and illegal disposal sites. B. Type and quantity of construction equipment owned by and available from contractor. C. Contractor's familiarity with the State of California Department of Transportation publication entitled Standard Specifications. D. Office locations within Northern California (as defined).
TOTAL POSSIBLE SCORE **100 POINTS**

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Compliance With Government Code, Section 87100

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

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

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

CURRENT CLIENTS MEETING ABOVE CRITERIA

Client Name	Contract	Address	Phone

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

Public Contract Code Section 10162 - Questionnaire

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

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

☐ Yes ☐ No

Public Contract Code Section 10285.1 Statement

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

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

☐ Yes ☐ No

Noncollusion Affadavit

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

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

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

SIGNATURE:

Signature of Authorized Representative

Printed Name and Title

Certification Of Small Business/Disabled Veteran Business Enterprise (DVBE) Requirements

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

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

_____	_____
Name of Organization	Signature of Authorized Representative
_____	_____
Location where signed	Printed Name and Title Date

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

Please Note: This form is only required at the time of SOQ submittal if the prime contractor is a certified small and/or disabled veteran business enterprise.

The firm receiving award of this contract must submit this form, indicating SB/DVBE participation levels for every work order issued under the contract and if less than 25% SB and/or 3% DVBE the firm must also complete and submit the Good Faith Effort form.

MARK ONE FOR EACH FIRM USED			NAME OF FIRM	NATURE OF WORK	**TOTAL AMOUNT OF WORK (Mark one for each firm used and indicate $ or %)**		**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 Services (OSDS) can be attached for each Small and DVBE business identified.

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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 for each ***work plan*** *submitted, checking the appropriate box above.* ***Note: This form must be submitted if the participation levels indicated on the SB/DVBE Participation Summary form are less than 25% for SB and 3% for DVBE for any Work Plan.***

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 at least one trade paper and one at least one focus paper focusing on SB/DVBE firms. Bidders must publish advertisements in trade and focus publications at least **14 calendar days** before the date the bid or proposal is due. **Attach a copy of each advertisement. Planholder lists are not acceptable.**

Name of Paper or Publication	Date Published

.

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:
_____

Please Note: This form is not required at the time of SOQ submittal, but will be required for each work plan in which the Contractor has less than 25% SB and/or 3% DVBE participation.

STATE OF CALIFORNIA
California Integrated Waste Management Board
CIWMB 74C (Revised 8/06 for Contracts)

To be completed by Contractor	
Name of Contractor:	
Contract #::	Work Order #:

Recycled-Content Certification

☐ **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**_____

Product Manufacturer	Product Description / Brand	Purchase Amount ($)	[1]Percent Postconsumer Material	[2]SABRC Product Category Code	Meets SABRC

Public Contract Code sections 12205 (a) (1) (2) (3) (b) (1) (2) (3) 10233, 10308.5, 10354, and 12205(a)

I certify that the above information is true. I further certify that these environmental claims for recycled content regarding these products are consistent with the Federal Trade Commission's Environmental Marketing Guidelines in accordance with PCC 12404.

_____

Print name Signature Company Date

(See footnotes on the back of this page.)

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

Proposal
Completion Checklist

Please use this checklist to assist in the preparation of your Proposal package to ensure that all required items are included. ***Please note that if any of the required items are missing from the Proposal package, the package will be considered incomplete and will be disqualified from the process.***

- ☐ Signed cover letter printed on company letterhead, including all statements as required by Section III Cover Letter
- ☐ All documents submitted double-sided on paper with a minimum of 30% post-consumer recycled content fiber, as attested to in the cover letter.
- ☐ Copy of Required License(s)- HAZWOPR certification for Site Superintendants
- ☐ Notarized Statement from Financial Institution
- ☐ Audited or Reviewed Financial Statement
- ☐ Resumes of Key Personnel
- ☐ Organizational Chart
- ☐ Attachment A, Statement of Qualifications
- ☐ Attachment C, Government Code Section 87100 Form
- ☐ Attachment D, PCC Section 10162 Questionnaire, PCC Section 10285.1 Statement, and Non-Collusion Statement
- ☐ Attachment E, Certification of SB/DVBE Requirements
- ☐ Client References

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

- ☐ Small Business/Disabled Veteran Business Enterprise (DVBE) Participation Summary, Attachment F
- ☐ Certification of Enterprise Zone Act Preference
- ☐ Certification of Target Area Contract Preference Act
- ☐ Certification of Local Military Base Recovery Area Act Preference

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

- ☐ One (1) unbound reproducible original Proposal package marked "Original"
- ☐ Five (5) bound copies of the Proposal package marked "Copy".
- ☐ One (1) Electronic copy of Proposal Package in Adobe Acrobat format with all documents in a single file, including all attachments.

The following forms may not be required at the time of the proposal submission but will be required by the successful contractor during the contract period:

- ☐ Payee Data Record (Standard Form 204)
- ☐ Small Business/Disabled Veteran Business Enterprise (DVBE) Participation Summary, Attachment F
- ☐ Demonstration of Good Faith Efforts, Attachment G *Submit form(s) only if participation level is below 25% for SB and/or 3% for DVBE for each work order issued under the contract. Submit separate forms for SB and DVBE and mark appropriate box at top of form.*
- ☐ Recycled Content Certification, Attachment H for each work order issued

Modification To General Provisions From Department Of Transportation Standard Specifications

General Provisions shall be as indicated in the applicable portions of Sections 1 through 9 of the Standard Specifications except as modified herein.

References to State, the Department of Transportation, Director of Transportation, or other Department of Transportation personnel shall be interpreted to mean the California Integrated Waste Management Board (Board), and corresponding Executive Director, Engineer, staff, or other Board-designated representative respectively. Working titles having a masculine gender, such as "workman" and "journeyman" and the pronoun "he", are utilized in the specifications for the sake of brevity, and intended to refer to persons of either gender.

SECTION 1 - DEFINITIONS AND TERMS

To the Standard Specifications, amend or add the following definitions:

1-1.03 Acceptance –Change to: The formal written acceptance by the Engineer of an entire project which has been completed in all respects in accordance with the SIR/SOW, Work Plan, Work Order, project drawings, specifications and any modifications thereof previously approved.

1-1.09 Contract - Add the following: The SIR/SOW, Work Plans, Work Orders, project drawings and specifications, and modifications thereto shall be considered part of the Contract. Contract is also referred to as "Agreement(s)."

1-1.10 Contractor - Add the following: Contractor is the recipient of funds pursuant to this Agreement.

1-1.13 Department - Change to: The California Integrated Waste Management Board (CIWMB).

1-1.18 Engineer - Change to: SWCP Staff person designated as Project Engineer for a specific site, acting directly or through properly designated Consultant, such Consultant acting within the scope of the particular duties delegated to them.

1-1.25 Laboratory – Change to: The laboratory/laboratories used by the California Integrated Waste Management Board for determination of material characteristics.

1-1.38 Specifications – Add the following: Specifications shall also include those prepared by the California Integrated Waste Management Board for site remediation and are included as part of the Work Order.

Add the following definitions:

1.1.49 Board - The California Integrated Waste Management Board.

1.1.50 Final Completion - The date when Board Staff determines that the work for each site cleanup is fully completed in accordance with the requirements of the Work Order.

1-1.51 Site Investigation Report/Scope of Work (SIR/SOW) - Site details, history, background, sampling report, and the anticipated scope of work for a proposed site cleanup. The SIR/SOW provides the Contractor with site location, a description or work to be performed, and the site investigation report. The SIR/SOW may include environmental sampling, project drawings and specifications for remediation of a site.

1-1.52 SWCP Staff - Staff of the California Integrated Waste Management Board involved in the implementation of the Solid Waste Cleanup Program or representatives of Consultants to the California Integrated Waste Management Board as designated in the Work Orders.

1-1.53 Work Plan - A plan developed by the Contractor outlining the estimated cost, schedule, and construction procedures required for implementing the Work Order and supporting documents. The Work Plan must be approved by the SWCP Contract Manager as well as the Program's Branch Manager and Division Chief.

1-1.54 Work Order – SWCP Staff authorization to proceed with planning or construction which has been properly signed by SWCP Contract Manager and the Contractor.

SECTION 2 - PROPOSAL REQUIREMENTS AND CONDITIONS

To the Standard Specifications, amend the following sections to read:

2-1.01 Contents of Proposal Forms - Replace entire section with the following: Proposal requirements are detailed in Section IV, "Evaluation and Selection."

2-1.05 Proposal Forms - Replace entire section with the following: All proposals and forms shall comply with the requirements set forth in the RFQ. SOQ forms are included as Attachment A to this RFQ.

Proposal Guaranty – Delete the following section.

2-1.105 Previous Disqualification, Removal or other Prevention of Bidding – Add the following paragraph: To be eligible for award of this Contract, a Proposer must not have been determined to be unreliable pursuant to the criteria in the policy adopted by the Board through Resolution 97-356. A copy of that Resolution and the adopted Policy is available from the Board's Contracts Unit.

Add the following new sections:

2-1.13 Disabled Veteran Business Enterprise (DVBE) - Section 10115 of the Public Contract Code requires the Board to implement provisions to establish a goal for Disabled Veterans Business Enterprise (DVBE) in contracts. Compliance with these DVBE requirements may be accomplished by either the Proposer being a DVBE and performing the required percentages of work with his own forces or by subcontracting work to DVBE firms to meet the DVBE goals.

It is the policy of the CIWMB that DVBEs shall have the maximum opportunity to participate in the performance of contracts financed solely with state funds. The Contractor shall ensure that DVBEs have the maximum opportunity to participate in the performance of this contract and shall take all necessary and reasonable steps for this assurance. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Failure to carry out the requirements of this paragraph shall constitute a breach of contract and may result in termination of this contract or other remedy the Department may deem appropriate.

Proposer's attention is directed to the following:

(a) "Disabled Veteran Business Enterprise" (DVBE) means a business concern certified as a DVBE by the Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS), Department of General Services.

(b) It is a sole proprietorship at least 51 percent owned by one or more disabled veterans or, in the case of a publicly owned business, at least 51 percent of its stock is owned by one or more disabled veterans; a subsidiary that is wholly owned by a parent corporation, but only if at least 51 percent of the voting stock of the parent corporation is owned by one or more disabled veterans; or a joint venture in which at least 51 percent of the joint venture's management, control, and earnings are held by one or more disabled veterans.

(c) The management and control of the daily business operations are by one or more disabled veterans. The disabled veterans who exercise management and control are not required to be the same disabled veterans as the owners of the business.

(d) It is a sole proprietorship, corporation, or partnership with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, foreign firm, or other foreign-based business.

e) A DVBE must perform a commercially useful function, i.e., is responsible for the execution of a distinct element of the work of the contract, carries out the obligation by actually performing, managing, or supervising the work involved, performs work that is normal for its business services and functions, and is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

(f) A DVBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, or vendor of material or supplies;

(g) Credit for DVBE prime contractors will be 100 percent participation.

(h) Credit for DVBE vendors of materials or supplies is limited to 60 percent of the amount to be paid to the vendor for the material unless the vendor manufactures or substantially alters the goods;

(i) Credit for trucking by DVBEs will be as follows:

(1) One hundred percent of the amount to be paid when a DVBE trucker will perform the trucking with his/her own trucks, tractors and employees;

(2) Twenty percent of the amount to be paid to DVBE trucking brokers who do not have a "certified roster";

(3) One hundred percent of the amount to be paid to DVBE trucking brokers who have:

a. signed agreements that all trucking will be performed by DVBE truckers if credit is toward the DVBE goal;

b. a "certified roster" showing that all trucks are owned by DVBEs; and

c. a signed statement on the "certified roster" that indicates that 100 percent of revenue paid by the broker will be paid to the DVBEs listed on the "certified roster".

(4) Twenty percent of the amount to be paid to trucking brokers who are not a DVBE but who have:

a. signed agreements with DVBE truckers assuring that at least 20 percent of the trucking will be performed by DVBE truckers if credit is toward the DVBE goal;

b. a "certified roster" showing that at least 20 percent of the number of trucks are owned by DVBE truckers; and

c. a signed statement on the "certified roster" that indicates that at least 20 percent of the revenue paid by the broker will be paid to the DVBEs listed on the "certified roster".

k) DVBE Credit for equipment brokers

(1) A disabled veteran business enterprise that rents equipment to an awarding department shall be deemed to be an equipment broker unless one or more disabled veterans has 51-percent ownership of the quantity and the value of each piece of equipment. If the equipment is owned by one or more disabled veterans, each disabled veteran owner shall, prior to performance under any contract, submit to the awarding department a declaration signed by the disabled veteran owner stating that the owner is a disabled veteran and providing the name, address, telephone number, and tax identification number of the disabled veteran owner. Each disabled veteran owner shall submit his or her federal income tax returns to the administering agency as if he or she were a disabled veteran business enterprise. The disabled veteran business enterprise of a disabled veteran owner who fails to submit his or her tax returns will be deemed to be an equipment broker.

(2) State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent goal.

(l) DVBEs and DVBE joint venture partners must be certified DVBEs as determined by the Department of General Services OSDS, on the date Work Plans are submitted before credit may be allowed toward the DVBE goal. It is the Contractor's responsibility to verify that DVBEs are certified. Verification of DVBE certification can be obtained by contacting the OSDS at (916) 375-4940;

(m) Noncompliance by the Contractor with these requirements constitutes a breach of this contract and may result in termination of the contract or other appropriate remedy for a breach of this contract.

2-1.14 Small Business - California law requires the Board to implement provisions to establish a goal for Small Businesses in contracts. Any business used to meet this goal must be certified by or have certification pending with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services. Compliance with these Small Business requirements may be accomplished by either the Proposer being a Small Business and performing the required percentages of work with his own forces or by subcontracting work to Small Business firms to meet the goals.

SECTION 3 - AWARD AND EXECUTION OF CONTRACT

To the Standard Specifications, amend the following sections to read:

3-1.01 Award of Contract - Replace entire section with the following: After successful negotiations and approval by the Board, the Executive Director of the Board or his designee and the firm will complete and sign the Agreement. In instances where the Board effects a necessary change in the Agreement during the course of performance of the services, the firm's compensation may be adjusted by mutual written agreement.

3-1.02 Contract Bonds - Replace entire section with the following: When individual Work Orders are issued by Board staff for specific projects, the Contractor shall submit the bonds required by the State Contract Act equal in amount to the estimated cost of the work. One bond shall secure the payment of the claims of laborers, mechanics or material men employed on the work under the Agreement and the other bond shall guarantee the faithful performance of the Agreement.

All alterations, extensions of time, extra and additional work, and other changes authorized by these specifications or any part of the Agreement may be made without securing the consent of the surety or sureties on the Agreement bonds.

3-1.03 Execution of Contract - Replace entire section with the following: The Agreement shall be signed by the selected firm and returned within 10 days, not including Saturdays, Sundays and legal holidays, after the selected firm has received the Agreement for execution.

3-1.04 Failure to Execute Contract - Delete this section.

3-1.05 Return of Proposal Guaranties - Delete this section.

SECTION 4 - SCOPE OF WORK

To the Standard Specifications, amend the following sections to read:

4-1.01 Intent of Plans and Specifications - Replace entire section with the following: The intent of the Work Order is to prescribe the details for work planning and construction and completion of the work which the Contractor undertakes to perform in accordance with the terms of the Agreement. Where the plans or specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and

workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and do all the work involved in executing the Agreement in a satisfactory and workmanlike manner.

4-1.02 Final Cleaning Up - Replace entire section with the following: Before requesting final inspection of the work, the Contractor shall clean the project site, material sites, public and private roads used for site access, and all grounds occupied by him in connection with the work of all rubbish, excess materials, false work, temporary structures, and equipment. All parts of the work shall be left in a neat and presentable condition. The Contractor shall not remove warning, regulatory, or other signs prior to formal acceptance by Board staff.

4-1.03 Changes - Replace entire section with the following: The Board reserves the right to make such alterations, deviations, additions to, or deletions from the Work Order, plans and specifications, as deemed necessary or advisable by Board staff. Any such changes will be set forth in a Change Order which will specify, in addition to the work to be done in connection with the change made, adjustment of Work Order time, if any, and the basis of compensation for such work, if at variance with that indicated in the Work Order. A Change Order will not become effective until approved in writing by Board staff.

Upon receipt of an approved Change Order, the Contractor shall proceed with the ordered work. Compensation for any change shall be as provided for in the approved Work Order. The Contractor will not be compensated for any work that exceeds that indicated in the Work Order, or that has not been authorized in writing by Board staff.

All below noted sections are deleted.
4-1.03A, 4-1.03B, 4-1.03B(1), 4-1.03B(2), 4-1.03B(3), 4-1.03C, 4-1.03D, 4-1.04

4-1.05 Use of Materials Found on the Work - Replace entire section with the following: The Contractor may not salvage any material designated for removal and disposal without the written approval of Board staff. The Contractor may use earth, gravel, sand, or other suitable material found in excavations that have not been designated for disposal, if approved by Board staff.

SECTION 5 - CONTROL OF WORK

To the Standard Specifications, amend the following sections to read:

5-1.02A Excavation Safety Plans – Replace entire section with the following: The Construction Safety Orders of the Division of Occupational Safety and Health shall apply to all excavations. For all excavations 1.5 m or more in depth, the Contractor shall submit to the Engineer a detailed plan showing the design and details of the protective systems to be provided for worker protection from the hazard of caving ground during excavation. The detailed plan shall include any tabulated data and any design calculations used in the preparation of the plan. Excavation shall not begin until the detailed plan has been reviewed and approved by the Engineer.

Detailed plans of protective systems for which the Construction Safety Orders require design by a registered professional engineer shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California, and shall include the soil classification, soil properties, soil design calculations that demonstrate adequate stability of the protective system, and any other design calculations used in the preparation of the plan.

No plan shall allow the use of a protective system less effective than that required by the Construction Safety Orders.

If the detailed plan includes designs of protective systems developed only from the allowable configurations and slopes, or Appendices, contained in the Construction Safety Orders, the plan shall be submitted at least 5 days before the Contractor intends to begin excavation. If the detailed plan includes designs of protective systems developed from tabulated data, or designs for which design by a registered professional engineer is required, the plan shall be submitted at least 3 weeks before the Contractor intends to begin excavation.

Attention is directed to Section 7-1.01E, "Trench Safety."

5-1.04 Coordination and Interpretation of Plans, Standard Specifications, and Special Provisions - Replace entire section with the following: These General Conditions, the plans and specifications, the Work Plan, Work Orders, Special Provisions, Change Orders, and all supplementary documents are essential parts of the Agreement, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for complete work.

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

Should it appear that the work to be done or any matters relative thereto are not sufficiently detailed or explained in these specifications, the special provisions, or the plans, the Contractor shall request Board staff to provide such further explanations as may be necessary and shall conform to them as part of the Agreement. In the event of any doubt or question arising respecting the true meaning of these specifications, the special provisions or the plans, reference shall be made to Board staff, whose decision thereon shall be final.

All work and material shall be in accordance with terms of the Work Order, Work Plan, this RFQ and applicable sections of the Standard Specifications. In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct. Detail drawings shall prevail over general drawings. The precedence of contract documents shall be as follows:

1. Permits from other agencies as may be required by law;
2. Conditions of the Work Order;
3. Special provisions;
4. Project plans;
5. Standard plans; and
6. Standard Specifications.

Change Orders and contract amendments will take precedence over Items 2 through 6 above. If there is a conflict between the contract documents, the document highest in precedence shall control.

5-1.07 Lines and Grades - Replace entire section with the following: Such stakes or marks will be set by Board staff as determined necessary to establish the lines and grades required for the completion of the work specified in these specifications, on the plans and in the special provisions.

When the Contractor requires such stakes or marks, he shall notify Board staff of his requirements in writing a reasonable length of time in advance of starting operations. In no event, shall a notice of less than 2 working days be considered a reasonable length of time.

Stakes and marks set by Board staff shall be carefully preserved by the Contractor. In case such stakes and marks are destroyed or damaged they will be replaced following the above procedures. The Contractor will be charged for the cost of necessary replacement or restoration of stakes and marks which, in the judgment of Board staff, were carelessly or willfully destroyed or damaged by the Contractor's operations. This charge will be deducted from any moneys due or to become due the Contractor.

Individual Work Orders may require the Contractor to provide for survey services to establish project line, grade, and control. In these instances, Board staff will provide direction through the Work Plan regarding survey requirements and compensation

5-1.14 Cost Reduction Incentive - Replace the appropriate parts of this subsection with the following: The Contractor shall review the SIR/SOW and prepare a Work Plan that will provide site remediation at the lowest cost to the Board. During remediation, the Contractor is encouraged to use all possible means to reduce the overall cost of site remediation. The final cost of site remediation will be based on actual time and material costs for the actual remediation as defined in this RFQ.

SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY

To the Standard Specifications, amend the following sections to read:

7-1.01A Labor Code Requirements – Add the following: Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)
Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt State contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The specifications are applicable to all nonexempt State construction contracts and subcontracts of $5,000 or more.

Statement of Compliance.--The Contractor's signature affixed to the agreement and dated shall constitute a certification under the penalty of perjury under the laws of the State of California that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

7-1.13 Disposal of Material Outside the Highway Right of Way - Replace entire section with the following: Disposal of all material shall be as indicated in the Work Order or as directed by Board staff.

7-1.16 Contractor's Responsibility for the Work and Material - Replace entire section with the following: Until the acceptance of the work, the Contractor shall be responsible for the work and the materials to be used therein. The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the work or materials occasioned by any cause before its completion and acceptance and shall bear the expense thereof when Board staff determines that the damage was the result of negligence, improper construction procedures and practices, or a failure to protect the work, on the part of the Contractor.

7-1.17 Acceptance of Contract - Replace entire section with the following: When Board staff has made the final inspection as provided in Section 5-1.13, "Final Inspection," and determines that work has been completed in all respects in accordance with the Work Order and plans, Board staff will prepare a letter of formal acceptance of the project, and the Contractor will be relieved of the duty of maintaining and protecting the work as a whole, and the Contractor will not be required to perform any further work thereon; and the Contractor shall be relieved of the responsibility for injury to persons or property or damage to the work.

SECTION 8 - PROSECUTION AND PROGRESS

To the Standard Specifications, amend the following sections to read:

8-1.03 Beginning of Work - Delete the first two paragraphs and substitute the following: Upon Work Order issuance, the Contractor shall begin work within the time indicated in the Work Order or approved by Board staff. After operations have commenced, work shall continue on each consecutive workday, without interruption or delay, until all work included in the Work Order has been completed. The Contractor shall not arbitrarily suspend operations without prior approval of Board staff. A workday shall be considered as every day except Saturday, Sunday, legal holidays, or days on which the Contractor and Board staff agree that inclement weather precludes normal operations.

8-1.04 Progress Schedule - Delete the first and second paragraphs and substitute the following: The Contractor shall submit a proposed schedule with the Work Plan. The schedule shall be amended and updated to reflect work completed and adjustments in progress, and will be submitted to Board Staff on a weekly basis unless otherwise indicated in the Work Order.

8-1.06 Time of Completion - Delete the first two paragraphs and substitute the following: Upon issuance of the Work Order, and commencement of construction operations, the Contractor shall prosecute the work on each consecutive work day until all work contemplated by the Work Order has been completed. The Contractor shall not arbitrarily suspend operations without the approval of Board staff.

8-1.07 Liquidated Damages - Replace entire section with the following: It is the intent of this Contract that individual projects proceed in an uninterrupted manner from the date of commencement until all work contemplated in the Work Order has been completed. The Work Plan prepared by the Contractor shall include the number of days estimated to complete the project. Board staff may modify this number with the actual number of days allowed for completion of work to be stated in the Work Order. All parties to the Contract agree that the Board will sustain damage for any day on which the Contractor arbitrarily suspends operations, or fails to prosecute the work. It is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Board will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the Board the sum of $1,000 for each day on which the Contractor fails to perform work on the site in accordance with the approved schedule without the approval of Board staff. The Contractor agrees to pay said liquidated damages herein provided for, and further agrees that the Board may deduct the amount thereof from any moneys due or that may become due the Contractor under the Contract.

8-1.11 Termination of Contract – Add the following paragraph: The Board has the authority and express right to terminate any contract awarded under this RFQ at any time during the term of the contract for any reason or if the Board finds that Contractor's work is negligent, not satisfactory, or not in accordance with the Agreement.

SECTION 9 - MEASUREMENT AND PAYMENT

To the Standard Specifications, amend the following:

9-1.01 Measurement of Quantities - At the Contractor's option, metric or English or a combination of both may be used for measuring, weighing or metering materials.

9-1.03 Force Account Payment - Delete all sections up to and including 9-1.03D - Payment, and replace with the following: Compensation will be as provided in the negotiated rates, the Special Provisions and as defined in specific Work Orders.