



DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY
Notice to Prospective Proposers
12/23/22

November 22, 2022

You are invited to review and respond to this Request for Qualifications (RFQ), entitled "Landfill, Disposal Site, and Waste Tire Site Remediation Engineering Services, DRR22017". In submitting your Statement of Qualifications package, you must comply with the instructions herein.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions, Special Terms and Conditions and Contractor Certification Clauses which are referenced in Section II of this package. If you do not have internet access, a hard copy will be provided by contacting the person listed below.

In the opinion of the Department of Resources Recycling and Recovery (CalRecycle) this RFQ is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFQ is:

Brittany Gonzales
contracts@calrecycle.ca.gov
Phone: (916) 341-6541
Fax: (916) 319-7345

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum, see Section II, Rules and Conditions, *Written Questions*.

Brittany Gonzales
Contract Administrator

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Section 1 Overview

General Information

CalRecycle's mission is to protect California's environment and climate for the health and prosperity of future generations through the reduction, reuse and recycling of California resources, environmental education, disaster recovery and the transition from a disposable to a fully circular economy.

"Firm" as used herein refers to the party submitting a Statement of Qualifications. "Contractor" as used herein refers to the firm awarded the Contract resulting from the Request for Qualifications.

CalRecycle Contact Information

Department of Resources Recycling and Recovery

Physical Address: 1001 I Street, MS 19-A
Sacramento, CA 95814
CalRecycle Contracts Unit, MS-19A

Mailing Address: PO Box 4025,
Sacramento, CA 95812-4025
Attn: Contracts Unit, MS-19A

Phone: (916) 341-6055

FAX: (916) 319-7345

EMAIL: contracts@calrecycle.ca.gov

Any documents delivered in person must be received by 2:00 p.m. on January 310, 2022 2023, in the Visitor's & Environmental Service Center located in the lobby of the CalEPA Headquarters Building at 1001 I Street, Sacramento, CA 95814.

Service Needed

CalRecycle is seeking a Contractor to perform environmental engineering and consulting services at solid waste disposal sites, illegal disposal sites, waste tire sites and/or debris cleanup sites located in California on an as-needed basis during the Agreement period. The Contractor shall also develop necessary documents and reports for CalRecycle-managed Contractors to remediate CalRecycle-approved sites.

For a complete description of the services needed during the term of the Agreement, refer to the Scope of Work (SOW) in the Sample Standard Agreement (Attachment D).

Contract Budget

This contract will ultimately encumber funding from Fiscal Year(s) 2022-23, 2023-24 and 2024-25 and is subject to the passage of the respective Budget Acts and approval by CalRecycle. There is a current maximum budget of \$855,000.00 (Eight hundred fifty-five thousand dollars and zero cents).

Furthermore, CalRecycle is currently seeking additional funding and reserves the right to amend the budget for this Contract to add up to an additional \$900,000 (for a total budget of

\$1,755,000) if funding becomes available during FY23/24 or subsequent Budget Acts during the Agreement term.

Right to Amend

CalRecycle reserves the right to amend the Agreement for additional time as required for completion of work, or to increase funding, in accordance with Exhibit B, Budget Detail and Payment Provisions of the resulting Agreement.

Payment Withhold

The provisions for payment under this contract will be subject to a ten percent (10%) withhold per task and/or deliverable. The withheld payment amount will be included in the final payment to the Contractor and will only be released when all required work has been completed to the satisfaction of CalRecycle.

Liquidated Damages

The Contractor shall be subject to liquidated damages as set forth in the Liquidation provision contained in the Special Terms and Conditions, see Section II, Rules and Conditions, Commitments link to the Special Terms and Conditions.

Contract Term

The term of this Contract will span approximately (36 months) and is expected to begin in March 2023.

Process Type

Request for Qualifications (RFQ)

Process Schedule

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

Advertisement Date	November 22, 2022
Written Questions Due by 5:00 pm	December 9, 2022
Statement of Qualifications (SOQ) Due by 2:00 pm	January 31 <u>10</u> , 2023
Oral Interviews Conducted with Highest Ranked Firms	January 24 <u>27</u> , 2023
Negotiations begin with Most Qualified Firm	January 30 <u>31</u> , 2023

Section II Rules and Conditions

Introduction

The information below sets out the conditions that this RFQ, the submitting firm's Statement of Qualifications (SOQ or SOQ package) and the resulting Contract are subject to and/or the requirements with which the firm must comply. Any concerns or issues with any of the conditions or requirements, including those referenced below under *Commitment* must be addressed during the question and answer period of this RFQ.

Commitment

The following documents and the SOQ package will comprise the Contract:

- This RFQ package Special Terms and Conditions available for viewing in the attached sample Standard Agreement, Exhibit D.
- General Terms and Conditions (GTCs) available for viewing at <https://www.dgs.ca.gov/OLS/Resources>
- Contractor Certification Clauses (CCCs) available for viewing at <https://www.dgs.ca.gov/OLS/Resources>
- CalTrans Standard Specifications dated 2022 [DOT Standard Plans and Specifications](#)
- Work Orders
- Supplemental agreements which may be required to complete the work in a substantial and acceptable manner.

The above terms, conditions, and/or requirements are not subject to negotiation. Any SOQ that reserves a right to negotiate or expresses any exception to the above terms, conditions, and/or requirements will be disqualified. However, requests to revise any of the above terms, conditions, and/or requirements may be submitted during the formal question and answer period. Any such requests must include the current language, the proposed revised language, and the justification for the proposed revision. Any revisions are at the sole discretion of CalRecycle and will only be made under very limited circumstances in which the revisions apply to all firms and benefit or enhance the Contract.

By submitting a SOQ, the firm commits to accepting these terms, conditions and requirements.

CalRecycle is not committed to award a Contract resulting from this RFQ. In addition, award of this Contract does not obligate CalRecycle to issue any work orders and the Contractor shall have no claim for damages or compensation for anticipated profits should CalRecycle not issue any work orders.

Antitrust Claims

In submitting a SOQ package to a public purchasing body, the firm offers and agrees that if the SOQ 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 firm for sale to the purchasing body pursuant to the SOQ package. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Contractor. (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 SOQ 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.)

Participation Costs

All costs resulting from the firm's participation in the RFQ process are at the firm's expense. No costs incurred by a firm participating in the RFQ process will be reimbursed by CalRecycle.

Information

All materials submitted in response to this RFQ will become the property of CalRecycle and, as such, are subject to the Public Records Act (Government Code Sections 6250 et seq.). CalRecycle will disregard any language purporting to render all or portions of any SOQ package confidential.

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

Any information obtained or produced during the course of the Agreement that qualifies as confidential or a trade secret(s) under the Public Records Act (PRA) or the Public Contract Code (PCC), and is thus exempt from disclosure under those statutes, shall be so marked by the firm prior to submission to CalRecycle. Any claims of confidentiality or trade secret(s) except as to information that qualifies as such under the PRA or PCC may result in disqualification.

CalRecycle will hold information obtained or produced during the course of the Agreement deemed confidential or trade secret(s) by the firm to the extent allowable by the California PRA and the PCC.

Written Questions

This RFQ includes a formal question and answer period in which firms have the opportunity to submit questions regarding the RFQ. All questions must be submitted in writing by email to the CalRecycle contact as listed in Section I. Correspondence must be marked "Questions Relating to RFQ DRR22017". 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

CalRecycle 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 CalRecycle prior to the deadline for submission of written questions. Firm's seeking clarification of the RFQ requirements must submit questions during the written question and answer period. CalRecycle will issue addenda to address all written questions submitted during the question and answer period.

Receipt of Addenda must be acknowledged as indicated in Statement of Qualifications, section H, "Acknowledgment/Authorization Form". All addenda to this RFQ can be viewed on the Contracts Unit website at <https://www.calrecycle.ca.gov/contracts>.

Modification of Submittals

A SOQ submitted prior to the submittal deadline, can be withdrawn or modified per written request by the submitting firm.

A SOQ package 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. However, rejection may not be required and CalRecycle may make certain corrections if the error is of a minor nature and/or the firm's intent is clearly established based on a review of the complete SOQ package as determined by CalRecycle.

Unreliable List

Any firm currently on the CalRecycle Unreliable list is ineligible to apply for or participate in this contract.

Governance

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

This Contract 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 the Contract 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 Contract is entered into and place where the obligation is incurred is Sacramento County, California.

The person signing the Contract on behalf of the Contractor shall certify 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 cover letter of the SOQ.

Electronic Waste Recycling

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

Use Tax

If, during the course of the Contract, 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.

Subcontractors

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

The Department of General Services (DGS), Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) oversees the Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) certification programs. If awarded the Contract, the Contractor must use all of the certified SB and DVBE firms identified on the Bidder Declaration form (under Section VII Required Forms).

Contractor understands and agrees that should award of this contract be based in part on their commitment to use the DVBE Subcontractor(s) identified in their SOQ, per Military and Veterans Code (M&VC) Section 999.5 (e), a DVBE Subcontractor may only be replaced by another DVBE Subcontractor and must be approved by the DGS. Changes to the Scope of Work that impact the DVBE Subcontractor(s) identified in the SOQ and approved DVBE substitutions will be documented by contract amendment.

Failure of the Contractor to seek substitution and adhere to the DVBE participation level identified in the SOQ may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC § 999.9; Public Contract Code (PCC) § 10115.10, or PCC § 4110 (applies to public works only).

CalRecycle reserves the right to approve substitutions of Subcontractors, as long as, certified business participation levels remain unchanged.

Section III Statement of Qualifications Submittal Requirements

Introduction

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

CalRecycle may reject any SOQ if it is conditional, incomplete or contains irregularities. CalRecycle may waive an immaterial deviation in a SOQ, if deemed in the best interest of CalRecycle.

Deadline

The SOQ package must be received by CalRecycle, at the address listed in Section I, Overview by 2:00 p.m. on January ~~310, 2022~~ **2023**. SOQs received after the deadline, will be considered late and returned to the firm unopened.

Addressing

The SOQ package must clearly state on the front of the envelope: 1) that it is in response to this RFQ; 2) the number of this RFQ; and 3) the direction: "Mailroom – do not open."

Number of Copies

The firm must submit all required documents in the following format:

- One original, non-bound hard copy marked "Original"
- One electronic copy on USB viewable by Adobe Acrobat Reader. The entire SOQ, including any forms and attachments, must be saved as a single document.

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

Document Printing

All documents must be submitted double-sided on paper containing 100% post-consumer recycled content fiber.

Contractor Eligibility

The firm 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 et seq.

Cover Letter

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

- a. Name and address of the firm submitting qualifications.
- b. Firm's Headquarters for purposes of this Contract, if awarded.
- c. Name, telephone number, and e-mail address of a person who can be contacted if further information is required.

- d. Name, title, address, telephone number, and e-mail address of individual(s) with authority to negotiate and execute a binding Contract on behalf of the firm.
- e. Statement that the submission is a firm and irrevocable offer for a Ninety (90) day period.
- f. Statement attesting to the fact of the percentage of post-consumer recycled content fiber paper used in the compilation of the SOQ package.
- g. Statement 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; and
- h. List of Contractor's and any Subcontractor(s') business names, identification of certified Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) status, if applicable, and corresponding Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) Reference number(s) issued by DGS.

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The information must be organized as presented in conformance with the Statement of Qualifications questionnaire format listed in Section VII, Required Forms with corresponding page references (i.e., General Information, Licensing/Health, and Safety Information, etc.). Supporting documentation must also be included.

Statement of Qualifications

Firms shall respond to all items in the SOQ questionnaire (Section VII, Required Forms). 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 firm's submittal:

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

Organizational Chart: Firms must provide an organizational chart identifying the **Program Manager**, Project Manager(s), all Subcontractors, all key personnel of the firm and Subcontractors who will be providing services under the contract, and all primary employees of the firm and Subcontractors who will or may be involved with projects during the course of the Contract. The organizational chart shall indicate whether the individual works for the firm or a Subcontractor (Statement of Qualifications Form, Section G).

Résumé: A résumé for each of the individuals identified in the Organization Chart 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. Each person's résumé must identify experience related to task(s) that he/she will perform under the Scope of Work.

Additional Information: Firms may provide additional information that demonstrates their ability in performing projects of similar nature of work identified in the Scope of Work section in the Sample Standard Agreement (Attachment D).

Partners/Subcontractors: The variety of work may require resources beyond the capabilities of some firms. If other firms are proposed as partners or Subcontractors, the experience of those firms, in addition to the experience of the prime firm, 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.

Illness and Injury Prevention Program (IIPP) and/or Health and Safety Plan (HSP)

The Contractor shall have a current company IIPP that meets the requirements of 29 CFR 1910.120(b) or a sample of a recently prepared HSP environmental remediation/cleanup project representative of the types of projects envisioned to be conducted included in Section V. The IIPP shall apply to all employees involved in the Agreement. The HSP should include employees anticipated to be utilized under the Agreement. Each Subcontractor involved in the Agreement shall also have a current company IIPP or recently prepared HSP, as described above.

The Contractor shall always be responsible for the protection of its employees and the public. Review of the Contractor's IIPP and/or the recently prepared representative HSP by CalRecycle 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 and the assigned Safety Manager (can be the same person) shall be at the site whenever work is being performed, unless otherwise authorized by CalRecycle Staff.

Prior to site entry, the Contractor shall ensure that:

- Adequate work planning, health and safety evaluation of the proposed work scope and safety planning (including an HSP signed by an appropriate safety professional), and operating procedures review have been completed.
- All personnel have been properly trained and briefed in hazards and procedures for the site to be entered.
- Equipment and materials are on-hand to complete the work safely and efficiently
- Proper site access authorization has been obtained, and
- Proposed project employees have read and signed the HSP.

Qualifications and Licenses

The Contractor shall be an individual or firm qualified to do business in California. Required documentation includes the following as applicable:

- A copy of the firm's registration with the Secretary of State.
- 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, all team members who will provide contract services of a "professional" nature, must be licensed in the State of California and the firm must submit a copy of the appropriate license(s) as part of its SOQ package.
- The **prime** Contractor must have the required (Professional Civil Engineer) PE issued by the State of California. Subcontractors alone cannot be used to fulfill this requirement.
- The **prime** Contractor and all field staff shall be currently certified for Hazardous Waste Operations and Emergency Response (HAZWOPER) 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 the firm must submit a copy of the appropriate license(s) as part of its SOQ package.
- Additionally, the Contractor shall demonstrate engineering services to investigate potential remediation sites and to develop necessary documents for CalRecycle managed Contractors to remediate CalRecycle approved sites. The Contractor shall have site investigations and remediation experience for sites throughout California.
- Experience in the following areas:
 - I. Firms interested entering into a Contract for the stated services must be licensed in the State of California and able to provide sufficient staff with technical abilities and related experience to investigate potential remediation sites and develop necessary documents for CalRecycle managed Contractors to remediate CalRecycle approved sites. All subconsultants or Subcontractors must be experts in their respective disciplines and capable of performing the tasks for which they are hired.
 - II. Based on previous Consultant Agreements, as many as five different sites may be under investigation at any one time. The level of investigation may vary significantly, but sampling and testing, design, coordination with local agencies, and other activities listed below are expected to be required for multiple sites at the same time.

Required Certifications

Contractors submitting an SOQ package for this RFQ are required to complete and submit several certifications with their SOQ. Links to the required fillable forms are located under Section VII – Required Forms.

Small Business (SB) Participation

CalRecycle requires a minimum of twenty-five percent (25%) of the project services be contracted to a California Office of Small Business and DVBE Services (OSDS) certified SB that performs a commercially useful function.

SB participation may be achieved by either of the following:

- If the submitting firm is a certified OSDS SB, as defined in Section VI Definitions and Terms, the Bidder Declaration form (under Section VII Required Forms) shall be completed and submitted with the SOQ package.
- If the submitting firm has identified qualified certified OSDS SB firms to use as Subcontractors, the Bidder Declaration form (under Section VII Required Forms) shall be completed and submitted with the SOQ package.

The reporting of SB usage shall be included with each Work Order by using the Bidder Declaration form and may be achieved by a combined effort of the prime and/or any Subcontractors.

In compliance with Government Code (GC) § 14841, the awarded Contractor shall, upon completion of an awarded contract for which a commitment to small business Subcontractors, report to CalRecycle the actual percentage of small business participation that was achieved. See Attachment A for the Small Business (SB) Subcontractor Payment Certification Form.

For purposes of this RFQ, references to "Small Business" include "Microbusiness" unless contrary to law. SB certification of "SB-PW" (public works) cannot be used to fulfill the SB/Non-SB Preference Program(s).

Disabled Veteran Business Enterprise (DVBE) Participation

CalRecycle requires a minimum of three percent (3%) of the project services be contracted to a California OSDS certified DVBE that performs a commercially useful function.

- If the submitting firm is a certified OSDS DVBE, as defined in Section VI Definitions and Terms, the Bidder Declaration form (under Section VII Required Forms) shall be completed and submitted with the SOQ package.
- If the submitting firm has identified qualified certified OSDS DVBE firms to use as Subcontractors the Bidder Declaration form (under Section VII Required Forms) shall be completed and submitted with the SOQ package.

The reporting of DVBE usage shall be included with each Work Order by using the Bidder Declaration form and may be achieved by a combined effort of the prime and/or any Subcontractors.

In compliance with M&VC 999.5(d) and 999.7, awarded Contractor shall, upon completion of an awarded contract for which the Contractor entered into a subcontract with a DVBE, certify to CalRecycle all of the following:

1. The total amount the prime Contractor received under the contract.
2. The name and address of the DVBE that participated in the performance of the contract and the contract number.
3. The amount and percentage of work the prime Contractor committed to provide to one or more DVBEs under the requirements of the contract and the amount each DVBE received from the prime Contractor.
4. That all payments under the contract have been made to the DVBE. Upon request by the awarding department, the prime Contractor shall provide proof of payment for the work.

After being awarded, Contractor shall use the DVBE Subcontractors or suppliers proposed in the bid to the State unless a substitution is requested and approved. Contractor shall request the substitution in writing to CalRecycle and receive approval from both the CalRecycle and DGS in writing prior to the commencement of any work by the proposed Subcontractor or supplier. A DVBE Subcontractor may only be replaced by another DVBE Subcontractor. Changes to the scope of work that impact the DVBE Subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

The Contractor shall report and certify DVBE Subcontractor payments to CalRecycle. CalRecycle will withhold \$10,000 from the final payment, or the full final payment if less than \$10,000, until the Contractor complies with the reporting and certification requirements above. A Contractor that fails to comply with the reporting and certification requirement shall, after written notice, be allowed to cure the defect. Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of notice, the prime Contractor refuses to comply with the certification requirements, CalRecycle shall permanently deduct \$10,000 from the final payment, or the full payment if less than \$10,000.

A person or entity that knowingly provides false information shall be subject to a civil penalty for violation (M&VC § 999.5(d); GC § 14841). Contractor agrees to comply with the rules, regulations, ordinances, and statutes that apply to the DVBE program as defined in Section 999 of the M&VC, including, but not limited to, the requirements of Section 999.5(d). (PCC Code 10230.)

See Attachment B for the link to the Disabled Veteran Business Enterprise (DVBE) Subcontractor Payment Certification Form.

Section IV Evaluation and Selection

Introduction

CalRecycle will perform a Pre-Qualification Evaluation process to ensure that the SOQ includes all required documentation and information. Upon completion of the SOQ evaluation a short list will be developed, and oral interviews will be held with the three (3) highest scoring firms to determine the best qualified professional firm for the contract.

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

SOQ packages that pass this review will be forwarded to the Selection Committee for Evaluation.

Grounds for Rejection

CalRecycle may reject any SOQ package if it is conditional, incomplete, or contains irregularities. CalRecycle 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 CalRecycle. Waiver of an immaterial deviation shall in no way modify the RFQ requirements or excuse the firm from full compliance with the Contract requirements. Grounds for rejection of a SOQ package include, but are not limited to, the following:

- 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 firm has received a substantive negative contract performance from the State
- Any items required by the RFQ are not included with the submittal

No SOQ package will be rejected arbitrarily or without reasonable cause.

Selection Process

SOQs that pass the Pre-Qualification Evaluation identified on the SOQ Completion Checklist (Attachment E) will be submitted to a Selection Committee.

The Selection Committee members will, individually and/or as a team, review, evaluate and numerically score SOQs based on the adequacy, thoroughness, and the degree to which they comply with the RFQ requirements, utilizing the Scoring Criteria identified in this RFQ (Attachment C).

Points	Interpretation	General basis for point assignment
0	Inadequate	SOQ response (i.e., content and/or explanation offered) is inadequate or does not meet CalRecycle's needs/requirements or expectations. The omission(s), flaw(s), or defect(s) are significant and unacceptable.
1	Barely Adequate	SOQ response (i.e., content and/or explanation offered) is barely adequate or barely meets CalRecycle's needs/requirements or expectations. The omission(s), flaw(s), or defect(s), are inconsequential and acceptable.
2	Fully Adequate	SOQ response (i.e., content and/or explanation offered) is fully adequate or fully meets CalRecycle's needs/requirements or expectations. The omission(s), flaw(s), or defect(s), if any, are inconsequential and acceptable.
3	Excellent or Outstanding	SOQ response (i.e., content and/or explanation offered) is above average or exceeds CalRecycle's needs/requirements or expectations. Minimal weaknesses are acceptable. Firm offers one or more enhancing feature, method, or approach that will enable performance to exceed our basic expectations.

In assigning points for individual rating factors, Selection Committee members may consider issues including, but not limited to, the extent to which an SOQ response:

- Is lacking information, lacking depth or breadth or lacking significant facts and/or details, and/or;
- Is fully developed, comprehensive and has few if any weaknesses, defects or deficiencies, and/or;
- Demonstrates that the Contractor understands CalRecycle's needs, the services sought, and/or the Contractor's responsibilities, and/or;
- Illustrates the Contractor's capability to perform all services and meet all scope of work requirements, and/or;
- If implemented, will contribute to the achievement of CalRecycle's goals and objectives, and/or;
- Demonstrates the Firm's capacity, capability and/or commitment to exceed regular service needs (i.e., enhanced features, approaches, or methods; creative or innovative business solutions).

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. Firms 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 firms, or employees of entities legally associated with the firm, shall not be considered valid references. References that are inaccurately listed (e.g., inappropriate contact person or incorrect telephone number) shall be disregarded. Experience that cannot be confirmed by CalRecycle staff shall be disregarded.

Oral Interview

Firms selected for interviews will be notified in advance of the time and place that the interviews will be conducted. Interviews will address the information provided in the SOQ including, but not limited to, evaluation of qualifications and methods for furnishing the required services.

Failure to appear at the interview will be considered non-responsive and the firm may be eliminated from any further consideration.

Each committee member will independently score the interviewees' qualifications based on the criteria identified in the Scoring Criteria Attachment C, 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

Once the highest ranked firm is identified, CalRecycle staff will notify the firm and request the firm's Detailed Fee Schedule. The firm's Detailed Fee Schedule shall include appropriate wage rates for office support personnel and appropriate markup rates to be utilized in the performance of the Contract.

CalRecycle staff will attempt to negotiate an agreement with the highest ranked firm. If an agreement is reached, staff will recommend award of the Contract to the firm. If an agreement cannot be reached, negotiations will formally be terminated with that firm. Negotiations will then begin with the next highest ranked firm. Failing accord, negotiations shall be terminated. This process will be repeated as necessary until negotiations have been terminated with all interviewed firms. Should CalRecycle staff be unable to negotiate a satisfactory agreement with all of the interviewed firms, CalRecycle 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 CalRecycle.

Award of Contract

Award of the Contract shall be to the highest-ranking firm meeting all the requirements of this RFQ after successful negotiations have been completed.

CalRecycle reserves the right to not award the Contract.

The following forms and information shall be required prior to CalRecycle's execution of the Contract:

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

Execution of Contract

The proposed awardee must sign and return the Contract to CalRecycle within Ten (10) days, not including Saturdays, Sundays, and legal holidays. If the proposed awardee fails to return the signed Contract within this time period, CalRecycle may deem the proposed awardee to have rejected the Contract. At that point, CalRecycle may disqualify that firm and negotiate and award the Contract to the next most qualified firm.

Insurance

The awarded Contractor shall furnish to the State, concurrently with Award of the Contract, evidence of the required insurance meeting the conditions set forth in the Sample Standard Agreement (Attachment D), Exhibit D, Insurance Provisions.

Start of Work

When the Contract has been signed by CalRecycle, a fully executed copy of the Contract will be provided to the Contractor. Upon receipt of the executed Contract, CalRecycle staff may provide the Contractor with Work Orders for work described in this RFQ.

Protest of Award

This RFQ process is not subject to Protest pursuant to GC § 4525.

Section V Cost and Payment Provisions

Payment

The Contractor will be reimbursed in arrears for services satisfactorily rendered and approved by CalRecycle's Contract Manager, as promptly as fiscal procedures will permit upon receipt by CalRecycle's Contract Manager of itemized invoices submitted electronically, with one set of supporting documentation. Separate invoices itemizing all costs are required for all work performed under each Work Order.

Labor Rates

During Contract fee negotiations, labor and equipment rates will be determined for the Contractor and Subcontractors as required by law. If a rate is not listed for a required service, the Contractor agrees to accept a fair and reasonable rate for that service subject to applicable legal requirements.

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 legally required prevailing wage rate will be remedied solely by the Contractor and will not, under any circumstances, be considered as the basis of a claim against CalRecycle.

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.

A mistake, inadvertence, or neglect by the Contractor in failing to pay the legally required wage rates will be remedied solely by the Contractor and will not, under any circumstances, be considered as the basis of a claim against CalRecycle.

Travel and Per Diem

All travel must be preapproved by the Contract Manager. Only the least costly travel method (for example, personal car, rental car, or air travel) will be reimbursed. When determining the least costly travel method, the Contractor should take into consideration not only direct expenses, but also the time billed. If the Contractor is unsure what least costly method may be, he or she shall consult with the Contract Manager. All travel will be reimbursed at the excluded employee travel rates in accordance with the California Code of Regulations Title 2, Division 1, Chapter 3, Subchapter 1, Article 2, Section 599.615.1 et seq. At the time of the RFQ release, the rates listed below apply. However, they are subject to change and the Contractor will be held to the State per diem rates in effect at the time of travel. Per diem (lodging, meals, and incidentals) will not be reimbursed for travel within 50 miles of Contractor's headquarters. Readable receipts with sufficient detail (date, time and expense description and amount) are required for all expenses. Credit card receipts are generally not sufficient documentations for travel expenses.

- Lodging (receipts required) per day:

All counties/cities located in California (except as noted below):

Actual lodging expense, supported by a receipt, up to \$90 per night, plus tax and mandatory fees.

Napa, Riverside, and Sacramento Counties:

Actual lodging expense, supported by a receipt, up to \$95 per night, plus tax and mandatory fees.

Marin County:

Actual lodging expense, supported by a receipt, up to \$110 per night, plus tax and mandatory fees.

Los Angeles, Orange, and Ventura Counties and Edwards AFB, excluding the City of Santa Monica:

Actual lodging expense, supported by a receipt, up to \$120 per night, plus tax and mandatory fees.

Monterey, San Diego Counties:

Actual lodging expense, supported by a receipt, up to \$125 per night, plus tax and mandatory fees.

Alameda, San Mateo, and Santa Clara Counties:

Actual lodging expense, supported by a receipt, up to \$140 per night, plus tax and mandatory fees.

City of Santa Monica:

Actual lodging expense, supported by a receipt, up to \$150 per night, plus tax and mandatory fees.

San Francisco County:

Actual lodging expense, supported by a receipt, up to \$250 per night, plus tax and mandatory fees.

- Meals (actual expense) (up to \$7 for breakfast, \$11 for lunch and \$23 for dinner) – up to a maximum of \$41 per day
- Incidentals – up to a maximum of \$5 per day.
- Coach airfare, mid-size/economy rental cars, parking and fuel – actual costs verified by bills or receipts. Expenses for rental car insurance, fuel for rental cars purchased from the rental car company, and additional air travel expenses such as preferred boarding, will not be reimbursed. First Class or Business Class air travel is not allowed. Airport parking must be at the most economical rate. Expenses for one way rental car expense (i.e. charges for returning a rental car to a location other than that from which it was rented) will only be reimbursed if preapproval is given by the Contract Manager prior to the expense being incurred.

Personal Vehicle Use for travel is reimbursed at \$0.625 per mile; however, fuel will not be reimbursed if a personal vehicle is used.

If the Contractor is unable to obtain lodging at the excluded employee rate, the Contractor shall request preapproval from the Contract Manager for lodging rates that exceed the allowable rates. Preapproval of excess lodging rates requires the Contractor to complete and submit CalRecycle form 151. The form requires a written justification and supporting documentation, including a minimum of three lodging quotes to validate the excess lodging rate. The Contract Manager will notify the Contractor of their decision. Excess lodging that is not preapproved will not be reimbursed.

Office Support Employees

Compensation for various project management categories shall be determined during Contract 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 (if applicable)

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 fifteen percent (15 %). 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
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 CalRecycle's 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 CalRecycle staff in writing. CalRecycle staff will promptly investigate and determine whether or not to compensate the Contractor for idle equipment. If CalRecycle staff determines compensation is warranted, CalRecycle 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 CalRecycle staff but shall not have claim to anticipated profit and overhead costs for work not performed.

Rental Equipment (if applicable)

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 fifteen percent (15 %), 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 (if applicable)

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 (if applicable)

Based on the total direct costs of purchased materials a markup may be negotiated but shall not exceed fifteen percent (15 %). 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. CalRecycle 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

CalRecycle may reimburse the Contractor for project-related cellular charges made by the Project 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 Contract.

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. 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 applicable)

If any material encountered during the work is determined or is suspected to be a hazardous substance as previously defined, the Contractor shall notify CalRecycle's Staff. If required by CalRecycle's 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. Markup to be negotiated, but not to exceed 10 percent, will be allowed for approved transport and disposal charges for these materials.

Other Services and Material

CalRecycle 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 CalRecycle staff. 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 CalRecycle's Contract Manager 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 CalRecycle's 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~~ **Project Manager** and a copy shall be provided to CalRecycle's 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 as applicable 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."

Damages Due to Errors And Omissions

1. Architectural and Engineering (A&E) Consultants shall be responsible for the professional quality, technical accuracy, and coordination of all services required under this Agreement. A firm may be liable for CalRecycle's costs resulting from errors or deficiencies in designs furnished under its Agreement.
2. When a modification to a remediation Contract is required because of an error or deficiency in the services provided under this A&E Agreement, CalRecycle's Contract Manager (with the advice of technical personnel and legal counsel) shall consider the extent to which the A&E Consultant may be reasonably liable.

The CalRecycle Contract Manager shall enforce the liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in CalRecycle's interest. The Contract Manager shall include in the Agreement file a written statement of the reasons for the decision to recover or not to recover the costs from the firm.

Section VI 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

ADA	Americans with Disabilities Act
CAL EPA	California Environmental Protection Agency
CalRecycle	Department of Resources Recycling and Recovery
CCR	California Code of Regulations
DVBE	Disabled Veteran Business Enterprise
EPA	Environmental Protection Agency (Federal Government)
GC	Government Code
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 Small Business and DVBE Services (OSDS)

Agreement

Interchangeable with Contract. See Contract.

Cal EPA

The California Environmental Protection Agency

CalRecycle Staff

Staff of the Department of Resources Recycling and Recovery involved in the implementation of this Contract.

Contract

The written agreement covering the performance of the work and furnishing of labor, materials, tools, and equipment in providing the work. The Agreement shall include the STD213, RFQ, Exhibits, SOQ submittal, 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. Interchangeable with Agreement.

Contract Manager

A person designated by CalRecycle to manage performance under a contract.

Contractor (may also be referred to as “Consultant”)

The person or persons, firm, partnership, corporation, or combination thereof that contracts with CalRecycle to provide work pursuant to this RFQ.

Director

The Director of CalRecycle, or his/her designees. Any references to Executive Officer shall mean the Director and/or designated officer.

Disabled Veteran Business Enterprise (DVBE Certified)

A business that has been certified by the State of California, Department of General Services, Procurement Division (PD), Office of Small Business and DVBE Services (OSDS), as Disabled Veteran Business Enterprise (DVBE) as defined in Military and Veterans Code 999 et. seq. and 2 California Code of Regulation (CCR) 1896.60.

Firm

A party submitting a SOQ.

Legal Holiday

Those days designated as State holidays in the Government Code.

~~Project~~ Program Manager

Contractor's representative for all work performed under this Contract. All official correspondence, reports, submittals, billings, and other work done under this Contract shall be reviewed and signed by the ~~Project~~ Program Manager prior to submittal to CalRecycle.

Project Manager

Contractor's field representative for all work performed under this Contract under the guidance of the Program Manager.

Scope of Work

The description of work required of the Contractor by CalRecycle.

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 Contract 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.

Section VII Required Forms

This section contains both required forms and links to additional required forms that shall be completed and submitted as stated in Section III Statement of Qualifications Submittal Requirements. Firms are advised that this is not an inclusive list of supporting documentation that must be submitted. As a courtesy, Attachment E is a checklist of required forms and documents.

- Statement of Qualifications Questionnaire
- Client References
- Compliance With Government Code, Section 87100
- Compliance with PCCs 10162 and 10285.1 and Non-Collusion Affidavit
- Bidder Declaration Form
- Contractor Certification Clauses
- Iran Contracting Act Certification
- Darfur Contracting Act Certification
- California Civil Rights Laws Certification

Statement of Qualifications**Landfill, Disposal Site, and Waste Tire Site Remediation Engineering Services,
DRR22017****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.

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.

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. Currently licensed through the California Board for Professional Engineers and Land Surveyors issued within the State of California is required. Complete the following:

Licensee(s): _____

License Number(s): _____

Expiration Date(s): _____

2. Do you have a written company Illness and Injury Prevention Program? ☐ Yes ☐ No
If yes, is it signed by a certified Industrial Hygienist? ☐ Yes ☐ No
Do you employ a full-time certified Industrial Hygienist? ☐ Yes ☐ No
3. What is your OSHA lost-time injury/illness incidence rate for the last 3 years? _____
4. What is your OSHA recordable injury/illness incidence for the last 3 years? _____
5. What is your Workers Compensation Insurance Experience Modification Rate (EMR) for the past 3 years? _____

C. FINANCIAL INFORMATION

1. Submit a notarized written statement from your financial institution(s) on letterhead stating the following information:
 - A. Name of company;
 - B. Date account(s) were opened;
 - C. Line of credit? ☐ Yes ☐ No
 - D. Does the company keep a well-balanced financial position at the bank? ☐ Yes ☐ No

2. Submit an audited or reviewed financial statement, including the Firm's latest balance sheet and income and expense statement dated within the last 12 months showing the following items (annual reports will not be accepted and will be considered unresponsive):
 - A. Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses).
 - B. Net fixed assets.
 - C. Other assets.
 - D. Current liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes).
 - E. Other liabilities (e.g., capital, capital stock, authorized and outstanding share par values, earned surplus and related earnings).
 - F. Name of firm preparing financial statement and date thereof.
 - G. Is this financial statement for the proposing organization? If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

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

☐ Yes ☐ No

 If yes, enter the date(s): _____

D. PROJECT EXPERIENCE

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

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

1. Involves types of work listed in the Work to be Performed section of the Sample Standard Agreement (Attachment D).
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 Firm or Subcontractor in performing the work.

Name of entity claiming experience: _____

Project name/location: _____

Name of client (owner or prime Contractor): _____

Client contact and current telephone number: _____

Contract amount (listed entity only): _____

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

Type of work (mark all that apply):

- | | |
|--|---|
| <input type="checkbox"/> Construction Management and Report completion | |
| <input type="checkbox"/> Testing/Monitoring/Report preparation | <input type="checkbox"/> Geotechnical investigations |
| <input type="checkbox"/> Site grading design | <input type="checkbox"/> Remediation plan/specifications |
| <input type="checkbox"/> Drainage System Design | <input type="checkbox"/> Waste Characterization Construction |
| <input type="checkbox"/> Property Title/Deed/History Research | <input type="checkbox"/> Hazardous Waste Operation |
| <input type="checkbox"/> Erosion Control System Design | <input type="checkbox"/> Construction Quality Assurance (CQA) |
| <input type="checkbox"/> Topographical survey (ground and/or drone) | <input type="checkbox"/> Landfill Gas Systems Design |
| <input type="checkbox"/> CQA Plan Preparation | <input type="checkbox"/> Excavation/Embankment Design |
| <input type="checkbox"/> Presentations at Public Meetings | <input type="checkbox"/> Community education/outreach program |
| <input type="checkbox"/> Industrial Hygiene for Occupational Health & Safety | <input type="checkbox"/> Landfill Closure Cap Design |

☐ Other (must be SOW related) _____

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

All construction activities require a Performance Bond which unconditionally guarantees the Contractor's and its Subcontractor's performance in all respects of the terms, conditions and provisions of the Contract. A Performance Bond is required for every Work Order that involves construction activities and shall be provided to CalRecycle's Contract Manager on or before the signed Work Order is returned to CalRecycle's Contract Manager. This bond must guarantee Contractor's and its Subcontractors' compliance with the terms of the Agreement and Work Order. In no event shall Contractor or its Subcontractors commence any construction activities unless and until Contractor provides a complete and valid Performance Bond to CalRecycle's Contract Manager.

F. LITIGATION/CLAIMS INFORMATION

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

Project name: _____

Project location: _____

Lawsuit name: _____

Lawsuit number: _____ Date of lawsuit: _____

County/state where filed: _____

Parties involved: _____

Lawsuit claim: _____

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

Project name: _____

Project location: _____

Lawsuit name: _____

Lawsuit number: _____ Date of lawsuit: _____

County/state where filed: _____

Parties involved: _____

Lawsuit claim: _____

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

Project name: _____

Project location: _____

Client: _____

Address: _____

Contact name/current telephone no.: _____

Date of termination: _____

Reason for termination: _____

Project name: _____

Project location: _____

Client: _____

Address: _____

Contact name/current telephone no.: _____

Date of termination: _____

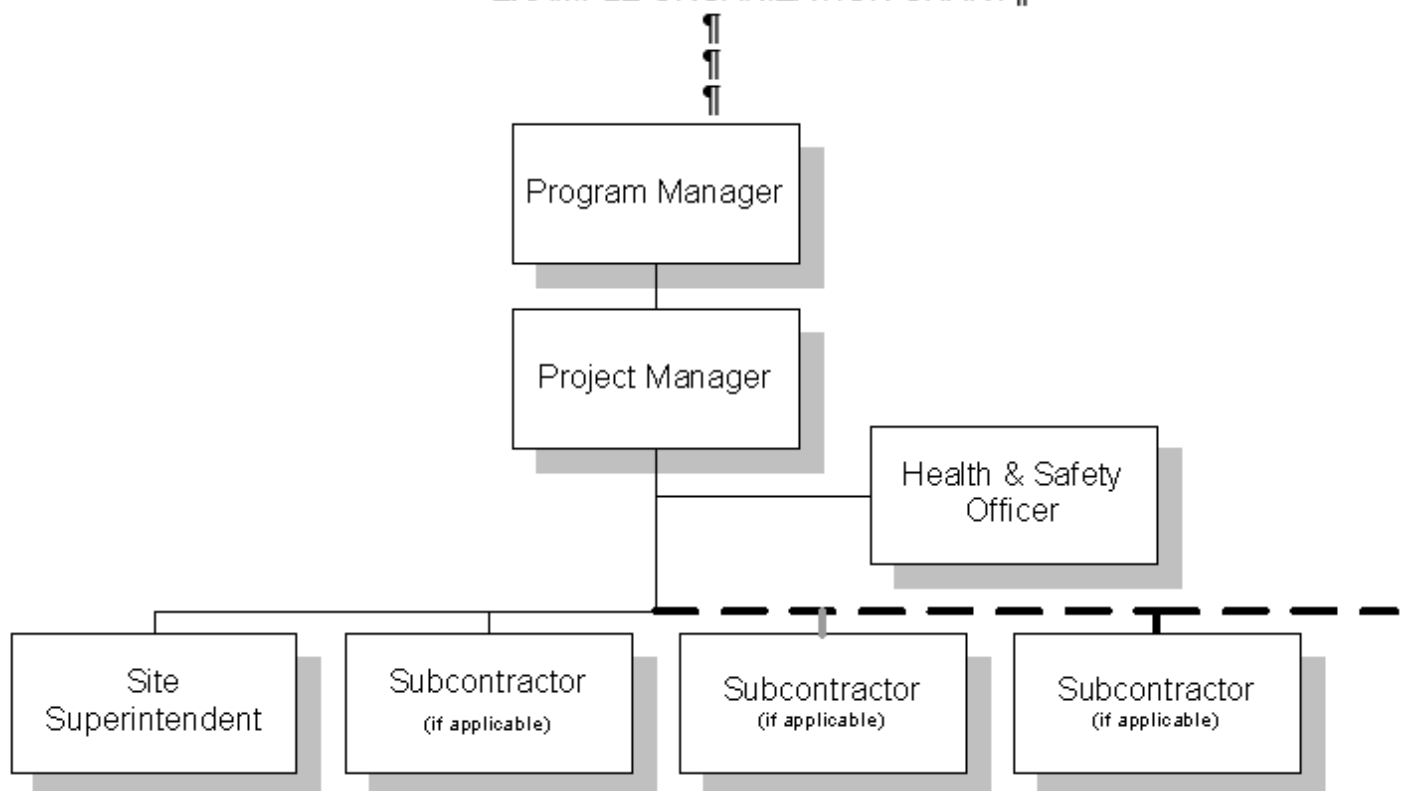
Reason for termination: _____

G. PERSONNEL & ORGANIZATIONAL INFORMATION

Attach an organization chart indicating the **Program Manager and Project Manager(s)** 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 five (5) years.
3. Major projects and accomplishments.
4. Education and special training.
5. Professional Registrations, include certificate number(s).
6. Professional affiliations.

EXAMPLE ORGANIZATION CHART



H. ACKNOWLEDGMENT/AUTHORIZATION FORM

The undersigned represents that (s)he is authorized to legally bind the firm submitting this Statement of Qualifications.

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

The undersigned acknowledges that (s)he has read this Request for Qualifications, and the documents identified under Section II, Rules and Conditions, *Commitment*, which with this SOQ package shall comprise the Contract, and that, if awarded the Contract the firm shall accept the provisions therein.

The undersigned hereby authorizes and requests any person, firm, agency, or corporation, etc. to furnish any information requested by CalRecycle regarding any information referenced or contained in this Statement of Qualifications package.

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

Client References

List at least three (3) client references that can attest to the firm's qualifications to fulfill the requirements of the Scope of Work. List the most recent first. Client references must also be provided for any Subcontractors identified in this SOQ. Duplicate and attach additional pages as necessary.

FIRM'S / SUBCONTRACTOR'S NAME:**REFERENCE 1**

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

REFERENCE 2

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

REFERENCE 3

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

If three references cannot be provided, explain why:

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 CalRecycle. 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 CalRecycle, or who may have a financial interest in the policies and programs of CalRecycle 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 Firm and its Subcontractors (if any) will be required to file statements of economic interests with CalRecycle upon award of the Contract. CalRecycle will keep copies of the statements of economic interest and forward the originals to the Fair Political Practices Commission.

CURRENT CLIENTS MEETING ABOVE CRITERIA			
<u>Client Name</u>	<u>Contract</u>	<u>Address</u>	<u>Phone</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

Public Contract Code Section 10162 – Questionnaire

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

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, 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, Bidder shall complete, under penalty of perjury, the following statement:

Has the Bidder 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 "Bidder" 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 Affidavit

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 Bidder 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 Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder 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 Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, 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 Bidder 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 Statement of Qualifications. Signing this Statement of Qualifications on the signature portion thereof shall also constitute signature of the Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

 Signature of Authorized Representative

 Printed Name and Title

Below are the links to five additional required forms to be completed and submitted as part of the SOQ package.

Bidder Declaration

Bidder must complete and submit the Bidder Declaration form available at:

<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

Bidders shall list the name and location of all Subcontractors who will be employed, the kind of work which each will perform, and the percentage of the total bid that will be paid to each in the completion of the work.

For Bidders who are Certified SB and/or DVBE, Bidder shall indicate their certification by completing item 1(a).

For Bidders using Subcontractors to meet the SB and DVBE requirements the Bidder shall complete item 2(b) and include the listed Subcontractor's Office of Small Business and DVBE Services (OSDS) certification number and certify that the Subcontractor will perform a commercially useful function.

Failure to submit this form with the proposal will result in the proposal being considered non-responsive.

Contractor Certification Clauses (CCC 04/2017)

Bidders must complete and submit CCC's included by reference and available for download at:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

An Agreement entered into by the State of California will include by reference the Contractor Certification Clauses (CCC).

Failure to submit this form with the proposal will result in the proposal being considered non-responsive.

Iran Contracting Act (PCC 2202-2208)

Bidders must complete and submit the Iran Contracting Act Certification included by reference and available for download at: http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_3.pdf

Pursuant to the Iran Contracting Act of 2010 (PCC sections 2200 through 2208, "the Act"), a Person, as defined in the Act, is ineligible to bid on, submit a proposal for, enter into, or renew any contract with the state for goods or services of one million dollars (\$1,000,000) or more if the Person engages in investment activities in Iran, as defined in the Act. Prior to submitting a bid or proposal and prior to executing any state contract or renewal for goods or services of one million dollars (\$1,000,000) or more, a person must complete and return the attached IRAN Contract Act Certification form with its proposal certifying that it is not on the list of ineligible vendors prohibited from doing business with the State of California.

Failure to submit this form with the proposal will result in the proposal being considered non-responsive.

Darfur Contracting Act

Bidder must complete, as instructed, and submit the Darfur Contracting Act included by reference and available at: http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_1.pdf

PCC section 10475 through 10481 apply to any company that currently or within the previous three (3) years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either: a) not a scrutinized company or b) a scrutinized company that has been granted permission by the DGS to submit a proposal.

A scrutinized company is a company doing business in Sudan, as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services (PCC section 10477(a)) unless written permission from the Director of DGS to bid on this procurement has been granted (PCC section 10477(b)).

Failure to submit this form with the proposal will result in the proposal being considered non-responsive

California Civil Rights Laws Certification

Bidders must complete and submit the California Civil Rights Laws Attachment included by reference and available at: https://www.dgs.ca.gov/-/media/divisions/pd/acquisitions/solicitation_document_attachments/California_civil_rights_law.pdf

Pursuant to PCC section 2010, any Bidder entering into or renewing a contract over one hundred thousand dollars (\$100,000) on or after January 1, 2017, must certify that they are in compliance with:

- the Unruh Civil Rights Act (Section 51 of the Civil Code).
- the California Fair Employment and Housing Act (Chapter 7 (commencing with section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

Failure to submit this completed form with the Statement of Qualifications will result in the Statement of Qualifications being considered non-responsive.

Attachments

Attachment A - Small Business Subcontractor Payment Certification

As Contractor of record for the Department of Resources Recycling and Recovery, Contract number _____, I certify, in accordance with Government Code 14841, upon completion of a public contract for which a commitment to achieve small business participation goals was made, the Contractor shall report to the awarding department the actual percentage of small business (SB) participation that was achieved. I understand certification must be made to the Department of Resources Recycling and Recovery within 60 days of receiving final payment under this Agreement. I further understand and acknowledge that falsification of this Certification may result in the imposition of civil or criminal penalties for not less than \$2,500 or more than \$25,000 for each violation.

Please copy this form to include as many SB BE firms as necessary. Authorized signatures and information are required on each separately submitted form. Return to: Department of Resources Recycling and Recovery, Contracts Unit- MS 19-A, Attn: SB/DVBE Advocate, P.O. Box 4025, Sacramento, CA 95812-4025 or to contracts@calrecycle.ca.gov with "Attn: SB/DVBE Advocate" and the RFQ number in the Subject line.

State Department Name	Department of Resources Recycling and Recovery 1001 I Street, Sacramento, CA 95814		
Dept. Contact Name, Phone#			
Prime Contractor Name		FEIN Number:	
Prime Contractor Contact (Address, Phone #, Email)			
Date Contract Entered:		Date Contract Completed:	
Total Amount Received Under this Contract	\$	Date Final Payment Received:	

List all Certified Small Business Subcontractor firms involved with this contract.

SB Subcontractor	Street Address, City, State, Zip	Amount Paid	Participation Achieved
			%
			%
			%

Printed Name		Signature:	
Title:		Report Date:	

Attachment B - Disabled Veteran Business Subcontractor Payment Certification

The Contractor is required to use the DGS Standard Form 817 (STD817) located at: <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std817.pdf> to fulfill the reporting and certification of requirement. List all Disabled Veteran Business Enterprise (DVBE) Subcontractor firms involved with this contract. *Upon contract completion, return to: Department of Resources Recycling and Recovery, Contracts Unit- MS 19-A, Attn: SB/DVBE Advocate, P.O. Box 4025, Sacramento, CA 95812-4025 or to contracts@calrecycle.ca.gov with "Attn: SB/DVBE Advocate" and the RFQ number in the Subject line.*

Attachment C - Scoring Criteria

Landfill, Disposal Site, and Waste Tire Site Remediation Engineering Services,
DRR22017

Contractor/Company Name: _____

Pursuant to Title 14, California Code of Regulations (14 CCR), Section 17022, CalRecycle 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). Each criteria can be awarded between 0 to 3 points. A total of 42 points is possible.

CRITERIA	Points	Weight	Score
Overall professional experience, reliability, and continuity of the firm as related to the tasks described in the RFQ. (0-3 points)		2	
Professional experience of the firm in executing contracts of a similar nature. (0-3 points)		1	
Adequacy of personnel numbers within specific disciplines required to complete the work required by the RFQ and the adequacy of number of principal(s) which are intended to be assigned to the Contract. (0-3 points)		2	
Experience and training of key personnel as related to the work described in the RFQ (0-3 points)		3	
Quality and timeliness of recently completed or nearly completed projects, which were similar to the work described in the RFQ. (0-3 points)		2	
Specialized qualifications for the services to be performed. (0-3 points)		2	
Knowledge of applicable regulations and technology associated with the Contract. (0-3 points)		2	
(Total Possible Score = 42)		Total Score	

Explanation of Point Assignment
(Details can be found in Section IV Evaluation and Selection of the RFQ)

Points	Interpretation	General basis for point assignment
0	Inadequate	Significantly and unacceptably inadequate proposal content and explanation.
1	Barely Adequate	Barely adequate proposal content and explanation, but inconsequential and acceptable.
2	Fully Adequate	Fully adequate proposal content and explanation.
3	Excellent or Outstanding	Above average proposal content and explanation.

Attachment D - Sample Standard Agreement

STATE OF CALIFORNIA-DEPARTMENT OF GENERAL SERVICES STANDARD AGREEMENT STD 213 (Rev. 04/2020)	AGREEMENT NUMBER DRR22017	PURCHASING AUTHORITY NUMBER (If Applicable)
1. This Agreement is entered into between the Contracting Agency and the Contractor named below: CONTRACTING AGENCY NAME: Department of Resources Recycling and Recovery		
CONTRACTOR NAME: TBD		
2. The term of this Agreement is: START DATE: March 1, 2023 or Upon Approval, whichever is later THROUGH DATE: February 28, 2026		
3. The maximum amount of this Agreement is: \$855,000.00 (Eight hundred fifty-five thousand dollars and zero cents)		
4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made part of this Agreement:		
Exhibits	Title	Pages
Exhibit A	Scope of Work	
Exhibit B	Budget Detail and Payment Provisions	
Exhibit B.1	Rate Sheet	TBD
Exhibit C*	General Terms and Conditions 04/2017	Online
Exhibit D	Special Terms and Conditions	
	Attachment 1, Recycled Content Certification	
Exhibit E**	Request for Qualifications (RFQ), DRR22017	
Exhibit F**	Statement of Qualifications from TBD, in response to RFQ, DRR22017 Items shown with double asterisks (**), are hereby incorporated by reference and made part of this agreement as if attached hereto.	
Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources		
IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO		
CONTRACTOR		
CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.) Contractor Name		
CONTRACTOR BUSINESS ADDRESS:	CITY	STATE ZIP
PRINTED NAME OF PERSON SIGNING	TITLE	
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED	

STATE OF CALIFORNIA-DEPARTMENT OF GENERAL SERVICES STANDARD AGREEMENT STD 213 (Rev. 04/2020)		AGREEMENT NUMBER DRR22017		PURCHASING AUTHORITY NUMBER (If Applicable)	
STATE OF CALIFORNIA					
CONTRACTING AGENCY NAME Department of Resources Recycling and Recovery					
CONTRACTING AGENCY ADDRESS		CITY	STATE	ZIP	
PRINTED NAME OF PERSON SIGNING Brandy Hunt		TITLE Deputy Director, Administration			
CONTRACTING AGENCY AUTHORIZED SIGNATURE		DATE SIGNED			
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL		EXEMPTION (If Applicable) PCC §10430(d)			

EXHIBIT A**SCOPE OF WORK**

1. The Contractor name (Contractor) agrees to provide the Department of Resources Recycling and Recovery (CalRecycle), with engineering services as described herein.
2. The project coordinators during the term of this agreement will be:

CalRecycle Contract Manager**<To Be Determined>**

Name: Phillip Kovacs

Name:

Phone: (916) 341-6620

Phone: () -

Email: phillip.kovacs@calrecycle.ca.gov

Email: @

Direct all agreement inquiries to:

CalRecycle Contract Analyst**<To Be Determined>**

Contracts Unit

Attention: Brittany Gonzales

Attention:

Address: 1001 I St., MS 19-A

Address:

Sacramento, CA 95814

Phone: (916) 341-6541

Phone: () -

Email: brittany.gonzales@calrecycle.ca.gov

Email: @

3. Background

Pursuant to Public Resources Code sections 48020 et seq., the Department of Resources Recycling and Recovery (CalRecycle) Solid Waste Disposal and Codisposal Site Cleanup Program (Program) is authorized to remediate threats to public health and safety or the environment at solid waste disposal and codisposal sites where the responsible parties either cannot be identified or are unable or unwilling to pay for timely remediation. In administering the Program, CalRecycle is authorized to expend funds directly for cleanups. The objective of this Agreement is to support the Program in performing timely remediation work at solid waste disposal and codisposal sites throughout California by providing engineering services.

4. Work To Be Performed

The Contractor shall provide engineering services to investigate potential remediation sites and develop necessary construction documents or reports for CalRecycle-managed contractors to remediate CalRecycle-approved sites. Site investigations and remediation scopes of work are developed for sites throughout California. The resultant Site Investigation Report/Scope of Work (SIR/SOW) for sites considered under the Program are included with Work Orders to CalRecycle's environmental services Contractors (under separate contract) to assist in preparation of remediation Work Plans for sites considered under the program. The Contractor shall provide engineering services required to support the Program. The Contractor may be required to assist CalRecycle staff in all phases of the site investigation and scope of work development.

Based on previous agreements, as many as five different sites may be under investigation at any one time. The level of investigation may vary significantly, but sampling and testing, design, coordination with local agencies, and other activities listed below are expected to be required for multiple sites at the same time. Concurrent construction management multiple remediation projects may also be required.

The variety of types of work that may be done under this Agreement, the manpower requirements, and the geographic extent of the Program may require occasional staffing levels beyond the capabilities of a single firm. Joint ventures or use of qualified subconsultants will be allowed to fulfill requirements of this Agreement. Although the types of work listed below have been used with previous Agreements, the level of assistance has varied greatly. Often, assistance was limited to a few types of work at a site, while in other situations many types of work were required.

The Contractor shall provide staff with technical abilities and related experience, and in sufficient numbers to ensure cost effective and timely remediation of sites selected for the Program. All Contractors field staff shall be currently certified for Hazardous Waste Operations and Emergency Response (HAZWOPER) 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.

5. Tasks Identified

A. Investigations

The Contractor shall perform site investigations as required to assess the nature and limits of a solid waste site appropriate to the site remediation options for a given site. The level of investigation may vary significantly, but sampling and testing, design, coordination with local agencies, and other activities listed below are expected to be required for multiple sites at the same time. Develop site investigation reports to document site investigation work appropriate to the nature and size of the site being investigated. For site investigations, develop a detailed Work Plan as appropriate.

B. Site Remediation

The Contractor shall perform solid waste site remediation design including the development of plans, specifications, and all aspects of permitting, including California Environmental Quality Act (CEQA) and any required studies (see types of work listed in item E below).

C. Quality Assurance/Quality Control (QA/QC)

The Contractor shall provide construction quality assurance testing and monitoring, including daily field reports and quality assurance test results. If QA/QC is required to support a project, a QA/QC Plan will need to be developed prior to construction and construction quality assurance services will be required in the field followed by the preparation of a final QA/QC report at the completion of the project.

D. Construction Management

Concurrent construction management of two or three remediation projects may also be required. The level of assistance may vary from a few types of work at a site to many types of work. The variety of types of work required, the manpower requirements, and the geographic extent of the Program may require occasional staffing levels beyond the capabilities of a single firm. Joint ventures or use of qualified Subcontractors will be allowed to fulfill the requirements of this agreement.

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

- 1) Site surveys, including topographic, aerial, and boundary surveys.

- 2) Title and deed searches for determining property ownership. Review and research site history and operation with employees of CalRecycle and local, state, and federal agencies to determine potential responsible parties.
- 3) Preparation of grading plans of sites from 0.5 to 30 plus acres. Sites have terrain ranging from essentially flat to containing 1.5:1 slopes.
- 4) Excavation and embankment evaluation, design, quantity calculations, and construction testing and inspection.
- 5) Design of site drainage including swales, ditches, underground pipe systems, and sedimentation and retention basins.
- 6) Design and prepare plans for erosion control systems and planting/vegetation to reduce erosion.
- 7) Conduct geotechnical investigations, sampling, analysis, and material classification.
- 8) Field characterization of waste, sampling and analysis of waste materials.
- 9) Hazardous material classification, handling, packaging, manifesting, hauling, and disposal, including emergency response and assessment of spills and unknown wastes at remediation sites and performing radiological support and disposal.
- 10) Preparation of site-specific remediation plans and specifications.
- 11) Obtain permits from various local, county, state, and federal regulatory agencies for site remediation. Prepare construction or investigative documents necessary to comply with the CEQA including, but not limited to, Initial Studies, Negative Declarations, Mitigated Negative Declarations, and Environmental Impact Reports.
- 12) Construction quality assurance testing and monitoring, including daily field reports and quality assurance test results. During construction, the Contractor may be required to provide full time construction quality assurance services.
- 13) Construction management, including daily work logs and Construction Completion Reports and field checking of lines and grades. During construction, the Contractor may be required to provide full time construction management services.
- 14) Prepare community education and outreach programs and/or assisting with public events to support the Program.
- 15) General assistance for presentations, work planning, meetings, etc.
- 16) Responding to State or Local declared emergencies as directed by CalRecycle staff.
- 17) The Contractor shall have industrial hygiene resources available to provide occupational health and safety support for field staff. Resources available must provide health and safety services including, but not limited to, development of site-specific Health and Safety Plans (HSP), industrial hygiene field support, employee exposure monitoring, site

assessment, characterization & control measure, on-site consultation, and respirator fit testing and training.

18) The Contractor shall have resources available to respond to emergency situations at sites within a twenty-four (24) hour period following CalRecycle notification. All Emergency Response personnel shall be currently certified for Hazardous Waste Operations and Emergency Response (HAZWOPER) 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.

- F. All work under this Contract shall be performed through Work Orders issued to the Contractor. When Program staff determines the need for Contractor services under this Contract, a Work Order will be issued detailing specific tasks or activities to be completed, provide a schedule for completion, and give a maximum cost for accomplishing the work. Work Order costs will be determined after discussions between the Contractor and Program staff and the preparation of a cost estimate by the Contractor.
- G. The Contractor shall not perform or undertake any work that is not indicated or addressed in the Work Order. The Contractor shall immediately notify the Contract Manager of any condition or event that may interfere with completion of the work, or which may require a modification in the Work Order. The Contract Manager 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 pre-authorized in writing by the Contract Manager will not be considered for compensation.

6. Work Plans

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

- A. 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.
- B. Project Supervision: Identify Contractor's key personnel and support staff assigned to the project. Include as a minimum, by name, the **program manager**, project manager, and ~~site superintendent~~, Subcontractor key personnel/contacts. Describe the organizational relationship for the project and responsibilities of assigned personnel.
- C. 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.
- D. Project Schedule: Prepare a time schedule beginning with start of mobilization through completion of demobilization. Provide a timeline for all major items of work.
- E. Cost Estimate: Prepare a cost estimate that includes costs for site health and safety planning and support 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.

F. Site Specific HSP: Prepare a site specific HSP 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.

G. When applicable, the following forms and information will be required as part of each Work Order:

- 1) Payment Bond
- 2) Performance Bond
- 3) Bidder Declaration
- 4) Recycled Content Certification

7. Contract/Task Time Frame

A. Timeframes for each authorized task shall be specified in each Work Order.

8. Control Of Work

A. CalRecycle 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 CalRecycle Contract Manager when the Contractor fails to complete orders required by this Contract.

B. The Contractor will designate a ~~Project~~**Program** Manager who holds the following authority:

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

If during the course of the Contract, it is deemed necessary to replace the **Program Manager** **or** Project Manager, CalRecycle Contract Manager approval is required.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **INVOICING AND PAYMENT:**

- A. For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in Exhibit B.1 Rate Sheet.
- B. Itemized invoices shall be electronically, with one set of supporting documentation (i.e., receipts, timesheets, etc), not more frequently than monthly in arrears to:

contractpayment@calrecycle.ca.gov

- C. Each invoice submitted to CalRecycle must include the following information:

- Invoice Number
- Contract Number
- Description of Rendered Activities/Services
- Submitting Contractor's Address
- Invoice Period

2. **BUDGET CONTINGENCY CLAUSE:**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State or offer an Agreement Amendment to the Contractor to reflect the reduced amount.

3. **PROMPT PAYMENT CLAUSE:** Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927).

4. **TAXES:** The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales or use tax imposed by another state.

5. **COST BREAKDOWN:** Refer to Exhibit B.1, Rate Sheet. *{Awardee's Rate Sheet will become Exhibit B.1}.*

6. **TRAVEL CLAUSE:** All travel must be preapproved by the Contract Manager. All travel will be reimbursed at the excluded employee travel rates in accordance with the California Code of Regulations Title 2, Division 1, Chapter 3, Subchapter 1, Article 2, Section 599.615.1 et seq. The Contractor will be held to the State per diem rates in effect at the time of travel. For specific per diem (lodging, meals and incidentals) reimbursement rates, see California Code of Regulations Title 2, Division 1, Chapter 3, Subchapter 1, Article 2, Section 599.619. For this agreement, the Contractor's headquarters are located at <Contractor's Address>. Per diem will not be reimbursed for travel within 50 miles of Contractor's headquarters.

If the Contractor is unable to obtain lodging at the excluded employee rate, the Contractor shall request preapproval from the Contract Manager for lodging rates that exceed the allowable rates.

Preapproval of excess lodging rates requires the Contractor to complete and submit CalRecycle form 151. The form requires a written justification and supporting documentation, including a minimum of three lodging quotes to validate the excess lodging rate. The Contract Manager will notify the Contractor of their decision. Excess lodging that is not preapproved will not be reimbursed.

7. PAYMENT WITHHOLD: The provisions for payment under this contract will be subject to a ten percent (10%) withholding per invoice. The withheld payment amount will be included in the final payment to the Contractor and will only be released when all required work has been completed to the satisfaction of CalRecycle. The Contractor agrees to comply with the requirements of Public Contract Code (PCC), Section 10346.

The provisions for payment under this contract will be subject to a ten thousand dollars (\$10,000.00) withhold in accordance with Military and Veterans Code sections 999.5 and 999.7.

EXHIBIT B.1

RATE SHEET

<<INSERT AWARDEE’S RATE SHEET HERE>>

EXHIBIT D**SPECIAL TERMS AND CONDITIONS**

1. **AGENCY LIABILITY:** The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CalRecycle shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties. CalRecycle reserves the right to amend this Agreement through a formal written amendment signed by both parties, for additional time and/or funding.
3. **CALIFORNIA WASTE TIRES:** Unless otherwise provided for in this contract, in the event the Contractor and/or Subcontractor(s) purchases waste tires or waste-tire derived products for the performance of this Agreement, only California waste tires and California waste tire-derived products shall be used. As a condition of payment under this Agreement, the Contractor must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Contract Manager.

All formal notices required by this Agreement must be given in writing and sent by prepaid certified mail, fax, personal delivery, or telex.

4. **CONTRACT MANAGEMENT:** The Contractor and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California. The Contractor may change the designated Project Director, but CalRecycle reserves the right to approve any substitution of the Project Director. Contractor's key personnel may not be substituted without CalRecycle's Contract Manager's prior written approval. CalRecycle may change the Contract Manager by notice given to the Contractor at any time. CalRecycle staff will be permitted to work side by side with the Contractor's staff to the extent and under conditions that may be directed by the Contract Manager. In this connection, CalRecycle's staff will be given access to all required data, working papers, etc. The Contractor will not be permitted to utilize the CalRecycle's staff for the performance of services, which are the responsibility of the Contractor unless the Contract Manager previously agreed to such utilization in writing, and any appropriate adjustment in price is made. No charge will be made to the Contractor for the services of CalRecycle's staff for coordination or monitoring functions.
5. **CONTRACTOR EVALUATIONS:** If this Agreement is for consulting services, CalRecycle will evaluate the Contractor's performance within sixty days of the completion of this Agreement and shall remain on file by CalRecycle for a period of thirty-six months. If the Contractor does not satisfactorily perform the work or service specified in this Agreement, CalRecycle will submit a copy of the negative evaluation to the Department of General Services (DGS), Office of Legal Services, within five (5) working days of the completion of the evaluation. Upon filing an unsatisfactory evaluation with the DGS, CalRecycle shall notify and send a copy of the evaluation to the Contractor within fifteen days. The Contractor shall have thirty days to prepare and send a

written response to CalRecycle and the DGS. CalRecycle and the DGS shall file the Contractor's statement with the evaluation. (PCC §10369).

6. CONFIDENTIALITY/PUBLIC RECORDS: The Contractor and CalRecycle understand that each party may come into possession of information and/or data, which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act, commencing with GC § 6250, or the PCC. CalRecycle agrees not to disclose such information or data furnished by Contractor and to maintain such information or data as confidential when so designated by Contractor in writing at the time it is furnished to CalRecycle, only to the extent that such information or data is exempt from disclosure under the California Public Records Act and the PCC.
7. CONFLICT-FUTURE BIDDING LIMITATION: Pursuant to Public Contracts Code Section 10365.5:
 - (a) No person, firm, or subsidiary therefore who has been awarded a consulting services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.
 - (b) Subdivision (a) does not apply to any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services contract that amounts to no more than ten (10) percent of the total monetary value of the consulting services contract.
 - (c) Subdivisions (a) and (b) do not apply to consulting services contracts subject to Chapter 10 (commencing with Section 4525) of Division 5 of Title 1 of the Government Code.
8. CONSULTING SERVICES: If this Agreement is for consulting services, the Contractor is hereby advised of its duties, obligations, and rights under PCC §§10335 through 10381.
9. DELIVERABLES: All documents and/or reports drafted for publication by or for CalRecycle in accordance with this contract shall adhere to CalRecycle's Contractor Publications Guide at www.calrecycle.ca.gov/CONTRACTS/PubGuide/ and shall be reviewed by CalRecycle's Contract Manager in consultation with CalRecycle editor.

For contracts of \$5,000 or more, any document or written report prepared for or under the direction of CalRecycle, shall include a notation on the inside cover as follows:

"Prepared as part of CalRecycle contract number (Insert), Total Contract Amount \$(Insert), pursuant to Government Code Section 7550."
10. ENTIRE AGREEMENT: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with the Attachments and/or Exhibits hereto, contains the entire Agreement of the parties.
11. ENVIRONMENTAL JUSTICE: In the performance of this Agreement, the Contractor shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State. (Government Code Section 65040.12(e)).
12. EXECUTIVE ORDER N-6-22 - RUSSIA SANCTIONS: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the

U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

13. FORCE MAJEURE: Neither CalRecycle nor the Contractor, including the Contractor's Subcontractor(s), if any, will be responsible hereunder for any delay, default or nonperformance of this Agreement, to the extent that such delay, default or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, or flood, or any other cause beyond the reasonable control of such party.
14. GRATUITIES: CalRecycle may terminate this Agreement if gratuities were offered or given by the Contractor, or any agent or representative of the Contractor, to any employee of CalRecycle, with a view toward securing a contract or securing favorable treatment with respect to awarding or amending or making a determination with respect to performance of this Agreement.
15. IMPRACTICABILITY OF PERFORMANCE: This Agreement may be suspended or cancelled, without notice at the option of the Contractor, if the Contractor's or CalRecycle's premises or equipment is destroyed by fire or other catastrophe or is so substantially damaged that it is impractical to continue service or in the event the Contractor is unable to render service as a result of any action by any governmental authority.
16. INSURANCE: When required, the Contractor must provide: 1) a Certificate of Insurance insuring CalRecycle, and/or 2) verification of Worker's Compensation insurance. The Contractor must provide said Certificate of Insurance and/or verification to CalRecycle within ten (10) days after notification of CalRecycle's intent to award the Agreement. The Agreement will not be executed nor can work begin unless said Certificate of Insurance and/or verification is provided to CalRecycle.

The Certificate of Insurance must be in effect and shall include the following terms and conditions:

- (a) CalRecycle, its officers, agents, employees, and servants shall be included as additional insured.
- (b) The dates of inception and expiration of coverage shall be specified.
- (c) A minimum liability coverage of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined shall be specified. The coverage shall not include a deductible feature.
- (d) The insurer will not cancel the insured's coverage without thirty days prior written notice to CalRecycle.
- (e) CalRecycle is not liable for the payment of premiums or assessments on said policy.
- (f) The insurance coverage shall be on an occurrence basis only.

In the event the Certificate of Insurance should expire or be cancelled during the term of this Agreement, the Contractor agrees to provide, at least thirty days prior to said expiration or cancellation, a new Certificate of Insurance evidencing coverage, as provided for herein, for not less than one (1) year or for the remainder of the contractual agreement, whichever is greater. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, CalRecycle may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

17. INTELLECTUAL PROPERTY: CalRecycle shall exclusively own all intellectual property rights in and to all work product, including, but not limited to, writings, ideas, inventions (whether

patentable or not), discoveries, research, proposals, and all other results and work product of any nature whatsoever, that is created, authored, produced, conceived, or reduced to practice in the course of the performance of this Agreement. Such intellectual property rights, whether registered or unregistered, and including all applications for and renewals or extensions thereof, shall include, but are not necessarily limited to copyrights; trademarks, service marks, trade dress, trade names, logos, and domain names, together with all of the goodwill associated therewith; and patents. The Contractor agrees, and shall cause all of its relevant personnel, including all employees, agents, Subcontractors, and other personnel participating in any way in the creation or achievement of such work product, to agree, that any such work product that may qualify as “work made for hire” pursuant to 17 U.S.C. § 101 is hereby deemed a “work made for hire” for CalRecycle. To the extent that any of the work product does not constitute a “work made for hire” for CalRecycle, Contractor hereby irrevocably assigns to CalRecycle, and shall cause such personnel to irrevocably assign to CalRecycle, in each case without additional consideration, all rights, title, and interest throughout the world in and to the work product, including all intellectual property rights therein. Upon request of CalRecycle, the Contractor shall promptly take, and shall cause its relevant personnel to promptly take, such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist CalRecycle to prosecute, register, perfect, or record its rights in or to any such work product.

18. LIABILITY FOR NONCONFORMING WORK: The Contractor will be fully responsible for ensuring the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor’s deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, CalRecycle, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing CalRecycle for any additional expenses incurred to cure such defects.

19. LICENSE OR PERMITS: The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), CalRecycle may, in addition to other remedies it may have, terminate this Agreement upon occurrence of such event.

20. LIQUIDATED DAMAGES: 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 Contract/Work Order has been completed. The Contract/Work Order authorized by CalRecycle Staff and accepted by the Contractor shall include the number of days authorized to complete the project. All parties to the Contract agree that CalRecycle 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 CalRecycle will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to CalRecycle the sum of \$1,000 for each day on which the Contractor fails to perform work in accordance with the approved schedule without the approval of CalRecycle staff. The Contractor agrees to pay said liquidated damages herein provided for, and further agrees that CalRecycle may deduct the amount thereof from any moneys due or that may become due the Contractor under the Contract. The Contractor shall not be assessed liquidated damages when the delay in completing the project is caused by the state

21. ORDER OF PRECEDENCE: In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following

order of precedence shall apply: STD 213; GTC 04/2017 – General Terms and Conditions (incorporated by reference); Exhibit A – Scope of Work; Exhibit B – Budget Detail and Payment Provisions; Exhibit D – Special Terms and Conditions; Other exhibits in alphabetical order, beginning with E; Attachments in numerical order, beginning with 1.

22. OWNERSHIP OF DRAWINGS, PLANS AND SPECIFICATIONS: CalRecycle will have separate and independent ownership of all drawings, design plans, specifications, notebooks, tracings, photographs, negatives, reports, findings, recommendations, data and memoranda of every description or any part thereof, prepared under this Agreement. The originals and all copies thereof will be delivered to CalRecycle upon request. CalRecycle will have the full right to use said originals and copies in any manner when and where it may determine without any claim on the part of the Contractor, its vendors or Subcontractors to additional compensation.

23. PUBLICITY AND ACKNOWLEDGEMENT: The Contractor shall acknowledge CalRecycle's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material.

24. RECYCLED-CONTENT PRODUCT PURCHASING: In the performance of this Agreement, the Contractor shall purchase used and/or recycled-content products as set forth on the back of the Recycled-Content Certification Form (Exhibit D, Attachment 1). For assistance in locating recycled-content products, please search the recycled-content product database available at: www.calrecycle.ca.gov/RCP. If after searching the database, Contractors are unable to find the recycled-content products they are looking for, please notify CalRecycle's Contract Manager. All recycled content products purchased or charged/billed to CalRecycle that are printed upon such as promotional items, publications, written materials, and other educational brochures shall have both the total recycled content (TRC) and the post-consumer (PC) content clearly printed on them.

In addition, any written documents such as, publications, letters, brochures, and/or reports shall be printed double-sided on 100% post-consumer (PC) paper. Specific pages containing full-color photographs or other ink-intensive graphics may be printed on photographic paper. The paper should identify the post-consumer recycled content of the paper (i.e., "printed on 100% post-consumer paper"). When applicable, the Contractor shall provide the Contract Manager with an electronic copy of the document and/or report for CalRecycle's uses. When appropriate, only an electronic copy of the document and/or report shall be submitted, and no hard copy shall be provided.

25. REMEDIES: Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under the Agreement, at law or in equity, and exercise of one right or remedy will not be deemed a waiver of any other right or remedy.

26. SETTLEMENT OF DISPUTES: In the event of a dispute, the Contractor shall file a "Notice of Dispute" with CalRecycle's Director or his/her designee with ten (10) days of discovery of the problem. Within ten (10) days, the Director or his/her designee shall meet with the Contractor and CalRecycle Project Manager for the purpose of solving the dispute.

27. STOP WORK NOTICE: Immediately, upon receiving a written notice to stop work, the Contractor shall cease all work under this Agreement.

28. SUBCONTRACTORS: All Subcontractors previously identified in the bid/proposal submitted are considered to be acceptable to CalRecycle. Any change or addition of Subcontractors will be subject to the prior written approval of the Contract Manager or the Director or his/her designee. Upon termination of any Subcontract, the Contractor shall notify the Contract Manager or the Executive Director immediately. If CalRecycle or the Contractor determines that the level of

expertise or the services required are beyond that provided by the Contractor or its routine Subcontractors, The Contractor will be required to employ additional Subcontractors. Nothing contained in this Agreement or otherwise, shall create any contractual relation between CalRecycle and any Subcontractors, and no Subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to CalRecycle for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its Subcontractors is an independent obligation from CalRecycle obligation to make payments to the Contractor. As a result, CalRecycle shall have no obligation to pay or to enforce the payment of any moneys to any Subcontractor.

29. SUCCESSORS: The provisions of this Agreement will be binding upon and inure to the benefit of CalRecycle, the Contractor, and their respective successors.
30. TERMINATION: CalRecycle shall have the right to terminate this Agreement at its sole discretion at any time upon thirty days written notice given to the Contractor. In the case of early termination, a final payment will be made to the Contractor upon approval by the Contract Manager of a financial report, invoices for costs incurred to date of termination and a written report describing all work performed by the Contractor to date of termination.
31. UNRELIABLE LIST: Prior to authorizing a Subcontractor(s) to commence work under this Agreement, the Contractor shall submit to CalRecycle a declaration from the Subcontractor(s), signed under penalty of perjury, stating that within the preceding three years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, have occurred with respect to the Subcontractor(s).

Placement of Contractor on CalRecycle Unreliable List any time after award of this Agreement may be grounds for termination of Agreement. If a Subcontractor is placed on CalRecycle Unreliable List after award of this Agreement, the Contractor may be required to terminate the Subcontract.

32. WASTE REDUCTION: In the performance of this Agreement, the Contractor shall take all reasonable steps to ensure that materials purchased or consumed in the course of the project are utilized both effectively and efficiently to minimize the generation of waste. The steps should include, but not necessarily be limited to, the use of reusable products, the use of recyclable and compostable products, discretion in the amount of materials used, the provision of alternatives to disposal for materials consumed, and the practice of other waste reduction measures where feasible and appropriate.
33. WORK AUTHORIZATION: If this Agreement is for services as needed or has clearly specified sub-categories a work authorization will be required before work can begin pursuant to this Agreement. The Contract Manager will make this determination, when work authorizations are required, the Contract Manager will prepare a work authorization for each item of work. Each work authorization, as appropriate, will consist of a detailed statement of the purpose, objectives, or goals to be undertaken by the Contractor, identification of the Contractor/Subcontractor team, all significant material to be developed and delivered by the Contractor, all materials to be furnished by CalRecycle to the Contractor, the Contractor's estimated time schedule and person hours, billing rates and total cost of the work authorization.
 - (a) All work authorizations will be in writing, negotiated and approved by the Contract Manager and the Contractor's Project Director prior to beginning work. However, in situations where expedience is of the utmost importance, the Contract Manager may verbally authorize the Contractor to begin work following up with written authorization.

- (b) The level of effort required for each work authorization will vary for each proposed project. Therefore, the Contract Manager will establish the timelines for completion of duties to be performed at the time of assignment.
- (c) CalRecycle reserves the right to require the Contractor to stop or suspend work on any work authorization. The Contract Manager will provide, in writing to Contractor's Project Director, notice of the date work is to be halted or suspended. Approved costs incurred to that date shall be reimbursed in accordance with this Agreement's provision.
- (d) Each work authorization will be numbered sequentially.
- (e) The actual costs of a completed, approved work authorization will not exceed the authorized amount, except if, in the performance of the work, the Contractor determines that the actual cost will exceed the estimated costs; the Contractor will immediately notify the Contract Manager. Upon such notification, the Contract Manager may:
 - 1. Alter the scope of the work authorization to accomplish the work within the estimated costs; or
 - 2. Augment the work authorization budget; or
 - 3. Authorize the Contractor to complete the work for the actual costs; or
 - 4. Terminate the work authorization.

Prior to exceeding the approved budget, approval must be secured in writing from the Contract Manager and the work authorization must be modified to reflect the change. If the problem occurs because the Contractor is in fault, the Contractor will absorb the additional costs.

Contractor:	
Contract #:	Work Order #:

☐ Check this box if no products, materials, goods, or supplies were purchased with contract dollars and submit to the CalRecycle Contract Manager.

This form to be completed by Contractor. The form must be completed and returned to CalRecycle 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. Add additional rows as needed.

Contractor's Name _____ Date _____
Address _____ Phone _____
Fax _____ E-mail _____ Web site _____

[illegible]

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 Section 12205.

Print name	Signature	Company	Date
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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

- 1. Product category refers to one of the product categories listed below, into which the reportable purchase falls. For products made from multiple materials, choose the category that comprises most of the product by weight, or volume.*

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

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

Code	Description Product Categories (11)	Minimum content requirement
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

Attachment E - SOQ Completion Checklist

Use this checklist to assist in the preparation of your SOQ package to ensure that all required items are included.

Firms MUST submit on provided forms and/or forms included by reference.

SOQ package must be submitted in the sequential order listed below.

- ☐ Signed cover letter printed on company letterhead.
 - ☐ Copy of all Required Professional Licenses per Section III, Qualifications/Licenses
 - ☐ Copy of Required Secretary of State License(s)
 - ☐ Notarized Statement from Financial Institution
 - ☐ Audited or Reviewed Financial Statement
 - ☐ Resumes of all required parties
 - ☐ Statement of Qualifications, including any required supporting documentation
 - ☐ Client References
 - ☐ Compliance with Government Code, Section 87100
 - ☐ Compliance with PCCs 10162 and 10285.1 and Non-Collusion Affidavit
 - ☐ Bidder Declaration Form
 - ☐ Contractor Certification Clauses (CC04/2017)
 - ☐ Iran Contracting Act (PCC 2202-2208)
 - ☐ Darfur Contracting Act
 - ☐ California Civil Rights Laws Certification
-

The following are Reference Documents and are NOT required to be submitted with your SOQ package.

- ☐ Attachment C, Scoring Criteria (Reference copy only)
 - ☐ Attachment D, Sample Standard Agreement (Reference copy only)
 - ☐ Attachment E, SOQ Completion Checklist
-

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

- ☐ One (1) unbound reproducible original SOQ package marked "Original"
 - ☐ ~~One (1) bound copy of the SOQ package marked "Copy".~~
 - ☐ One (1) electronic copy of SOQ package in Adobe Acrobat format on a USB with all documents in a single file, including all attachments.
-

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

- ☐ Recycled Content Certification (last part of Attachment D)
- ☐ Payee Data Record (Standard Form 204 viewable at <https://www.calrecycle.ca.gov/Contracts/Forms/default.htm>)
- ☐ Small Business Subcontractor Payment Certification (Attachment A)
- ☐ Disabled Veteran Business Subcontractor Payment Certification (Attachment B)