



DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

Notice to Prospective Proposers

May 27, 2021

You are invited to review and respond to this Request for Qualifications (RFQ), entitled "Engineering and Construction Management Services for Civil Engineering Applications Using Tire Derived Aggregate (TDA), DRR21023". 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 the need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFQ is:

Ronald Wahl
contracts@calrecycle.ca.gov
Phone: 916.341.6055
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*.

Ronald Wahl
Contract Administrator

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Section I Overview

General Information

CalRecycle promotes a zero waste California in partnership with local government, industry, and the public. This means managing the estimated 76 million tons of waste generated each year by reducing waste whenever possible, promoting the management of all materials to their highest and best use, and protecting public health and safety and the environment.

“Firm” as used herein refers to the party submitting a Statement of Qualifications (SOQ).

“Contractor” as used herein refers to the firm awarded the Contract resulting from the RFQ.

CalRecycle Contact Information

Department of Resources Recycling and Recovery

Physical Address: 1001 I Street,
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 **June 22, 2021** 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

The primary purpose of this contract is to assist and support CalRecycle’s efforts to promote the use of Tire Derived Aggregate (TDA) in various civil engineering applications to divert waste tires from California landfills. CalRecycle has awarded five previous contracts since 2005 that provide these services. Under these contracts, CalRecycle has performed the necessary research to determine engineering properties of TDA, and established construction protocols for TDA usage. These contracts have also provided technical education to prospective TDA users and have directly supported the CalRecycle TDA grant program.

This contract will continue to provide education and technical assistance to public and private entities interested in TDA use for civil engineering projects (e.g., lightweight fill, vibration attenuation layers, storm water control). For a complete description of the scope of work to be performed during the term of the Agreement, refer to the Sample Draft Standard 213 Agreement (Attachment J).

Contract Budget

This contract will ultimately encumber funding from Fiscal Years 2021/2022; 2022/2023 and 2023/2024 and is subject to the passage of the respective Budget Acts and funding availability. Subject to the availability of funds and approval by CalRecycle, there is a current maximum budget of \$2,050,000.00 (two million fifty thousand dollars and zero cents). Furthermore, CalRecycle reserves the right to amend the Agreement to add 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. 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.

Contract Term

The term of this Contract will span approximately 36 months and is expected to begin August 2021. CalRecycle reserves the right to amend the term of this Contract as needs arise.

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 | May 27, 2021 |
| Written Questions Due by 5:00 pm | June 10, 2021 |
| Statement of Qualifications (SOQ) Due by 2:00 pm | June 22, 2021 |
| Oral Interviews Conducted with Highest Ranked Firms | July 15-18, 2021 |
| Negotiations begin with Most Qualified Firm | July 19, 2021 |

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 for 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 at <https://www.calrecycle.ca.gov/Contracts/Forms/default.htm>
- 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>
- Modified General Provisions of the CalTrans Standard Specifications dated July 1999) available for viewing at <https://www.calrecycle.ca.gov/docs/cr/Contracts/Forms/StdSpecs99.pdf>
- CalTrans Standard Specifications [DOT Standard Specs](#)
- 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 either by mail, fax, or e-mail to the CalRecycle contact as listed in Section I. Correspondence must be marked "Questions Relating to RFQ DRR21023". 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 Attachment A, 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 SB and DVBE firms identified on the Bidder Declaration (Attachment C) form.

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 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 the due date listed in Section I. SOQ's 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 attachments, including any 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 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 SOQ format (Attachment A) with corresponding page references (i.e., General Information, Licensing/Health and Safety Information, etc.)

Statement of Qualifications

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

Organizational Chart: Firms must provide an organizational chart identifying the Project Manager, 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 (see Attachment A, 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 in Sample Draft Agreement (Attachment L).

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 at all times 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 safely and efficiently complete the work;
- 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, including, but not limited to, Registered Professional Civil Engineer (PE) Class A –General Engineering Contractor, 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 PE issued by the State of California. Subcontractors alone cannot be used to fulfill this requirement.

Compliance with Government Code Section 87100

Attachment D must be completed and submitted with the SOQ package

Public Contract Code Sections 10162 & 10285.1 & Non-Collusion

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

Public Contract Code Sections 2202-2208

Attachment F, Iran Contracting Act, must be completed and submitted with the SOQ package.

Small Business (SB) Participation

CalRecycle requires a minimum of twenty-five percent (25%) of the project services be contracted to a California OSDS certified SB that performs a commercially useful function. If the submitting firm is a certified SB or, at the time of SOQ submittal, has identified qualified SB firms to use as subcontractors, the SOQ package must include a completed Bidder Declaration (Attachment C) form. The participation goal for each Work Order can be achieved by a combined effort of the prime and/or any subcontractors that are OSDS certified SBs, as defined in Section VII *Definitions and Terms*. If the firm has identified subcontractors to be utilized to meet this goal, it will be required to submit evidence with each Work Plan for each Work Order that it has met these participation goals using Bidder Declaration (Attachment C) form. For purposes of this RFQ, references to "Small Business" include "Microbusiness" unless contrary to law.

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 DVBE or, at the time of SOQ submittal, has identified qualified DVBE firms to use as subcontractors, the SOQ package must include a completed Bidder Declaration (Attachment C) form. The participation goal for each Work Order can be achieved by a combined effort of the prime and/or any subcontractors that includes OSDS certified DVBEs, as defined in Section VII *Definitions and Terms*. If the firm has identified subcontractors to be utilized to meet this goal, it will be required to submit evidence with each Work Plan for each Work Order that it has met these participation goals using Bidder Declaration (Attachment C) form. If the awarded firm is able to use California OSDS certified DVBEs, as defined in Section VII *Definitions and Terms*, the Bidder Declaration (Attachment C) must be completed and submitted with the Work Plan for each Work Order.

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.

If a 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 conditional, incomplete, or contains irregularities
- 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 been prohibited from contracting with the State by the Department of Fair Employment and Housing
- The firm's California business entity is currently suspended or forfeited by the Secretary of State or Franchise Tax Board, or is otherwise not active
- 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 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 Selection Criteria identified in this RFQ (Attachment B).

| 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 a 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 Firm understands CalRecycle's need's, the services sought, and/or the Contractor's responsibilities, and/or;
- Illustrates the Firm'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 Attachment B, and when appropriate, supplemental questions. Scores assigned will then be converted to a ranking score. For purposes of identifying the most qualified firm, staff will determine the ranking hierarchy based on the cumulative ranking score received by each interviewed firm. In the event of a tie, the Selection Committee will be reconvened to review the scores and identify the firm deemed most highly qualified to provide the services required.

Negotiating of Contracts

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 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.

Start of Work

When the Contract has been signed by CalRecycle, a fully executed copy of the Contract will be emailed to the Contractor. Upon receipt of the executed Contract, 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.

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.
3. 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 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 in triplicate. 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.

Travel and Per Diem

All travel shall be pre-approved 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 RFP 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 **\$0.575 per mile**; however fuel will not be reimbursed if a personal vehicle is used.

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 15 percent. Rates paid for equipment shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

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

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

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

Table VI-1

| Hours Equipment is in Operation | Hours to be Paid |
|---------------------------------|------------------|
| 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 (2) 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 15 percent, will be allowed for this equipment. If allowed by the Contract Manager, acceptable equipment rates and agreement conditions will be included in the Work Order for site remediation

Small Equipment and Tools (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 15 percent. 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.

Insurance

Contractor shall maintain the following insurance policies throughout the life of the Contract:

1. General Liability and Umbrella Insurance, with the following limits:
 - a. \$1,000,000 for each occurrence
 - b. \$2,000,000 general aggregate
 - c. \$5,000,000 umbrella or excess liability
2. Worker's Compensation Insurance, with the following limits:
 - a. \$1,000,000 for each accident for bodily injury by accident
 - b. \$1,000,000 policy limit for bodily injury by disease
 - c. \$1,000,000 for each employee for bodily injury by disease
3. Automobile Liability Insurance, including coverage for all owned, hired and non-owned automobiles, with single limit of liability not less than \$1,000,000.

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

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

Other Services and 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 Staff or 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 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."

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) |

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 legally binding agreement between CalRecycle and the party awarded the contract for services as set forth in the Scope of Work contained herein. See Section II, Rules and Conditions, *Commitment*, for the list of the documents which comprise the Contract.

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 meets all of the following criteria: (1) at least 51% of the business is owned by one or more disabled veterans or, in a business whose stock is publicly held, at least 51% or more of the stockholders are disabled veterans (2) the management and control of the business are exercised by one or more disabled veterans; (3) the business is domestically owned and its home office is in the United States; and (4) the business has been certified as a DVBE by the State of California, Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS).

Firm

A party submitting a SOQ.

Legal Holiday

Those days designated as State holidays in the Government Code.

Project 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 Manager prior to submittal to CalRecycle.

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.

Attachments

Statement of Qualifications

Engineering and Construction Management Services for Civil Engineering Applications Using Tire
Derived Aggregate (TDA) DRR21023

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. One registered Professional Civil Engineering (PE) Class A – General Engineering Contractor 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-subsidary).

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 Sample Draft Agreement (Attachment J), Work to be performed of the RFQ.
2. Be successfully completed within the last 5 years.
3. Be of a minimum Contract amount of \$100,000 for the submitting entity or \$25,000 for Subcontractors.

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

Name of entity claiming experience: _____

Project name/location: _____

Name of client (owner or prime Contractor): _____

Client contact and current telephone number: _____

Contract amount (listed entity only): _____

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

Type of work (mark all that apply): _____

- | | |
|--|--|
| <input type="checkbox"/> QA/QC of tire shred placement | <input type="checkbox"/> Construction management |
| <input type="checkbox"/> QA/QC of tire shredding production | <input type="checkbox"/> Installation of monitoring instruments |
| <input type="checkbox"/> Site grading design | <input type="checkbox"/> Data Collection from monitoring instrumentation |
| <input type="checkbox"/> Coordination of TDA supply | <input type="checkbox"/> Evaluation of performance of TDA |
| <input type="checkbox"/> Civil Engineering Design Services | <input type="checkbox"/> Engineering Stability Analysis |
| <input type="checkbox"/> Coordinate Research Projects Experience | |
| <input type="checkbox"/> 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

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

Project name: _____

Project location: _____

Lawsuit name: _____

Lawsuit number: _____ Date of lawsuit: _____

County/state where filed: _____

Parties involved: _____

Lawsuit claim: _____

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

Project name: _____

Project location: _____

Lawsuit name: _____

Lawsuit number: _____ Date of lawsuit: _____

County/state where filed: _____

Parties involved: _____

Lawsuit claim: _____

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

Project name: _____

Project location: _____

Client: _____

Address: _____

Contact name/current telephone no.: _____

Date of termination: _____

Reason for termination: _____

Project name: _____

Project location: _____

Client: _____

Address: _____

Contact name/current telephone no.: _____

Date of termination: _____

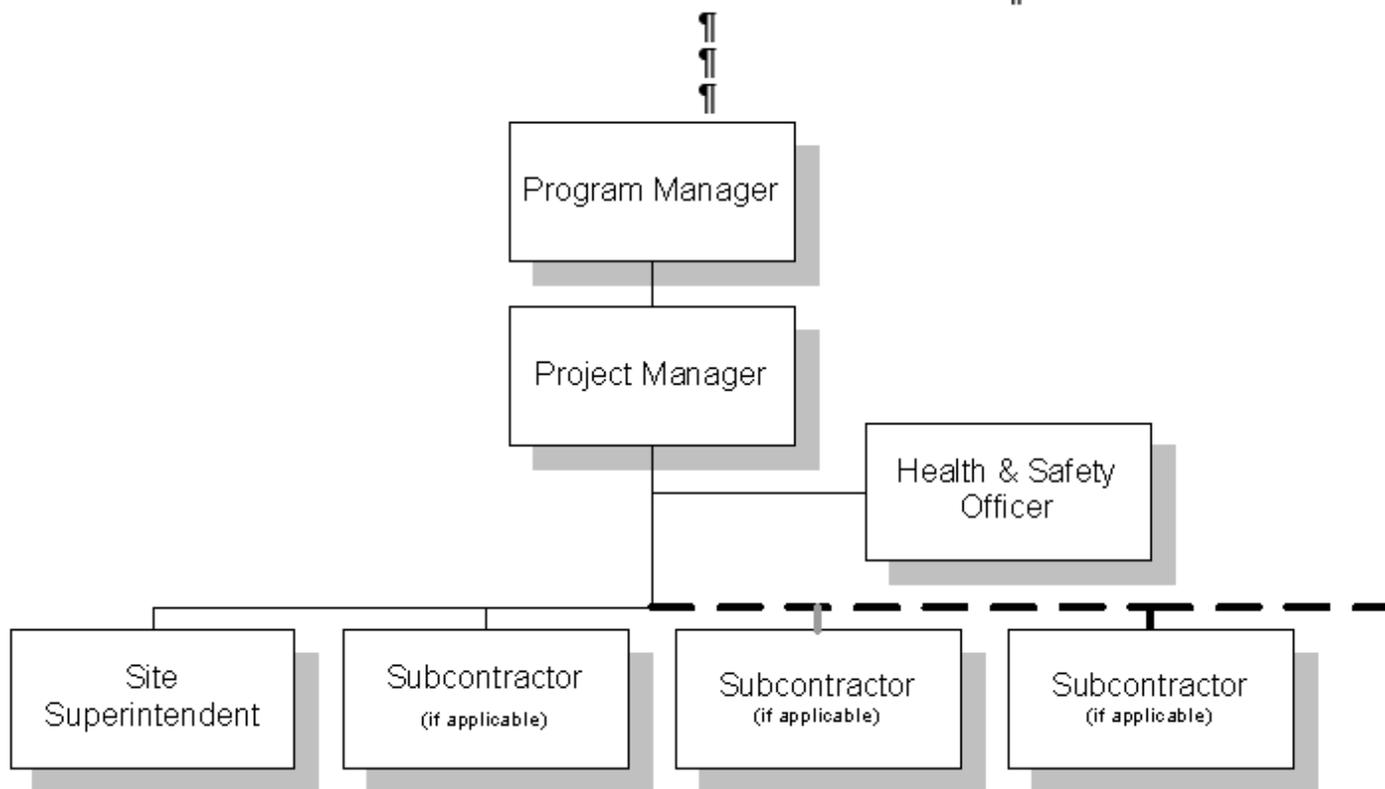
Reason for termination: _____

G. PERSONNEL & ORGANIZATIONAL INFORMATION

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

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

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

Scoring Criteria

**Engineering and Construction Management Services
for Civil Engineering Applications Using Tire Derived Aggregate (TDA)
DRR21023**

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 RFQ. Each criteria can be awarded between 0 to 3 points. A total of 39 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) | | 3 | |
| Professional experience of the firm in executing Contracts of a similar nature. (0-3 points) | | 2 | |
| 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) | | 1 | |
| Experience and training of key personnel as related to the work described in the RFQ and knowledge of applicable regulations and technology associated with the Contract. (0-3 points) | | 2 | |
| Quality and timeliness of recently completed or nearly completed projects, which were similar to the work described in the RFQ. (0-3 points) | | 1 | |
| 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 = 39) | | | Total Score |

Explanation of Point Assignment (see Section IV Evaluation and Selection for details)

| 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. |

Bidder Declaration

State of California—Department of
 General Services, Procurement
 Division GSPD–05–105 (EST 8/09)

Solicitation Number **DRR21023**

BIDDER DECLARATION

Prime Bidder information (**Review attached Bidder Declaration Instructions prior to completion of this form**):

- a. Identify current California certification(s) (**MB, SB, NVSA, DVBE**): _____ or **None**_____
- b. Will Subcontractors be used for this Contract? **Yes** _____ **No** _____ (If yes, indicate the distinct element of work your firm will perform in this Contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.
- c. If you are a California certified DVBE:
 - (1) Are you a broker or agent? **Yes** _____ **No** _____
 - (2) If the Contract includes equipment rental, does your company own at least 51% of the equipment provided in this Contract (quantity and value)? **Yes** **No** _____ **N/A** _____

1. If no Subcontractors will be used, skip to certification below. Otherwise, list all Subcontractors for this Contract. (Attach additional pages if necessary):

| Subcontractor Name, Contact Person, Phone Number & Fax Number | Subcontractor Address & Email Address | CA Certification (MB, SB, DVBE or None) | Work performed or goods provided for this Contract | Corresponding % of bid price | Good Standing? | 51% Rental? |
|---|---------------------------------------|---|--|------------------------------|----------------|-------------|
| | | | | | | |

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct

Page _____ of _____

State of California—Department of General Services, Procurement
Division GSPD–05–105 (EST 8/09) Instructions

BIDDER DECLARATION Instructions

All prime Bidders (the firm submitting the bid) must complete the Bidder Declaration.

1.a. Identify all current certifications issued by the State of California. If the prime Bidder has no California certification(s), check the line labeled “None” and proceed to Item #2. If the prime Bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Small Business Nonprofit Veteran Service Agency (SB/NVSA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either “Yes” or “No” to identify whether Subcontractors will be used for the Contract. If the response is “No,” proceed to Item #1.c. If “Yes,” enter on the line the distinct element of work contained in the Contract to be performed or the goods to be provided by the prime Bidder. Do not include goods or services to be provided by Subcontractors.

Bidders certified as MB, SB, SB/NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999(e)(2)(A) for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses. For questions regarding commercially useful function determinations made in conjunction with certification approval, contact the Department of General Services, Procurement Division, Office of Small Business and DVBE Certification (OSDC), OSD Certification and Compliance Unit via email at: osdchelp@dgs.ca.gov

Bids must propose that certified Bidders provide a commercially useful function for the resulting Contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A Subcontractor is any person, firm, corporation, or organization Contracting to perform part of the prime’s Contract.

1.c. This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime Bidder is a broker or agent by marking either “Yes” or “No.” The Military and Veterans Code Section 999.2 (b) defines “broker” or “agent” as a certified DVBE Contractor or Subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the Contract.

If bidding rental equipment, mark either “Yes” or “No” to identify if the prime Bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark “N/A” for “not applicable.”

2. If no Subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete “Page _____ of _____” on the form.
If Subcontractors will be used, complete the table listing all Subcontractors. If necessary, attach additional pages and complete the “Page of _____” accordingly.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all Subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, DVBE or None)—If the Subcontractor possesses a current State of California certification(s), verify on the OSD website (www.pd.dgs.ca.gov/smbus) that it is still valid and list all current certifications here. Otherwise, enter “None.” [Note: A SB/NVSA should not be participating as a Subcontractor]

Work performed or goods provided for this Contract—Identify the distinct element of work contained in the Contract to be performed or the goods to be provided by each Subcontractor. Certified Subcontractors must provide a commercially useful function for the Contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified Subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting Contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each Subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each Subcontractor listed. Enter either “Yes” or “No” to indicate that the prime Bidder has verified that the Subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, and/or DVBE status
- Is **not** listed on the OSD website as ineligible to transact business with the State

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either “N/A” (not applicable), “Yes” or “No” for each Subcontractor listed.

Enter “**NA**” if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the Subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not Subcontractor is a DVBE)

Enter “**Yes**” if the Subcontractor is a California certified DVBE providing rental equipment and the Subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the Contract.

Enter “**No**” if the Subcontractor is a California certified DVBE providing rental equipment but the Subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the “Page _____ of _____” accordingly.

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 Proposer shall complete, under penalty of perjury, the following questionnaire:

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

 Yes

 No
Public Contract Code Section 10285.1 Statement

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

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

 Yes

 No
Noncollusion Affidavit

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

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

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

SIGNATURE:

 Signature of Authorized Representative

 Printed Name and Title

Iran Contracting ActPublic Contract Code Sections 2202-2208

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

| | | |
|--|--------------------|-----------------------------------|
| <i>Vendor Name/Financial Institution (Printed)</i> | | <i>Federal ID Number (or n/a)</i> |
| <i>By (Authorized Signature)</i> | | |
| <i>Printed Name and Title of Person Signing</i> | | |
| <i>Date Executed</i> | <i>Executed in</i> | |

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

| | | |
|--|----------------------|-----------------------------------|
| <i>Vendor Name/Financial Institution (Printed)</i> | | <i>Federal ID Number (or n/a)</i> |
| <i>By (Authorized Signature)</i> | | |
| <i>Printed Name and Title of Person Signing</i> | <i>Date Executed</i> | |

California Civil Rights Laws Certification

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

| | |
|---|--|
| I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. <i>Proposer/Bidder Firm Name (Printed)</i> | <i>Federal ID Number</i> |
| <i>By (Authorized Signature)</i> | |
| <i>Printed Name and Title of Person Signing</i> | |
| <i>Date Executed</i> | <i>Executed in the County and State of</i> |

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:

Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) 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 and Military and Veteran Code § 999.5, that pursuant to the terms and conditions of the contract, all payments have been made to the SB or DVBE firm(s) listed below for commodities or services rendered as the SB or DVBE subcontractor(s) of record. 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 or DVBE 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*

| | | | |
|---|---|--|--|
| 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 |
|------------------|----------------|------|-------|-----|-------------|------------------------|
| | | | | | | % |
| | | | | | | % |
| | | | | | | % |
| | | | | | | % |

List all Disabled Veteran Business Enterprise Subcontractor firms involved with this contract.

| DVBE Subcontractor | Address | Cert. # | % Committed | Total \$ Committed | Total Payment Amount | Difference in Amount Paid | Difference between % and Amount Paid |
|-----------------------------------|---------|---------|-------------|--------------------|----------------------|---------------------------|--------------------------------------|
| | | | % | \$ | \$ | \$ | |
| | | | % | \$ | \$ | \$ | |
| | | | % | \$ | \$ | \$ | |
| | | | % | \$ | \$ | \$ | |
| | | | % | \$ | \$ | \$ | |
| | | | % | \$ | \$ | \$ | |
| | | | % | \$ | \$ | \$ | |
| | | | % | \$ | \$ | \$ | |
| | | | % | \$ | \$ | \$ | |
| Comments/ Explanations | | | | | | | |

| | | | |
|----------------------|--|---------------------|--|
| Printed Name: | | Signature: | |
| Title: | | Report Date: | |

Draft Standard Agreement

SCO ID: 3970-DRR21023

STATE OF CALIFORNIA- DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

DRR21023

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 (CalRecycle)

CONTRACTOR NAME: TBD

The term of this Agreement is:

START DATE

August 1, 2021 or Upon Final Approval, whichever is later

THROUGH END DATE

May 30, 2024

The maximum amount of this Agreement is:

\$2,050,000.00 (Two million fifty thousand dollars and zero cents)

2. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| Exhibits | Title | Pages |
|---------------|--|-------|
| Exhibit A | Scope of Work | 6 |
| Exhibit B | Budget Detail and Payment Provisions | 2 |
| Exhibit C * | General Terms and Conditions | |
| + Exhibit D | Special Terms and Conditions | 6 |
| + | Attachment 1 to Exhibit D | 2 |
| + Exhibit E** | Request for Qualifications DRR21023 | |
| Exhibit F** | Statement of Qualifications from (TBD) in response to RFQ DRR21023 | |
| | Items shown with a double asterisk (**), 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.)

TBD

CONTRACTOR BUSINESS ADDRESS

CITY

STATE ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Resources Recycling and Recovery

| | | |
|--|--|-----------------------|
| CONTRACTING AGENCY ADDRESS 1001 "I" Street | CITY Sacramento | STATE ZIP CA 95814 |
| PRINTED NAME OF PERSON SIGNING Noah Valadez | TITLE Administrative Services Branch Chief | |
| CONTRACTING AGENCY AUTHORIZED SIGNATURE | DATE SIGNED | |
| CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL | EXEMPTION (If Applicable) PRC Section 48024 | |

EXHIBIT A**SCOPE OF WORK**

1. TBD (Contractor) agrees to provide the Department of Resources Recycling and Recovery (CalRecycle), with engineering and construction management services for civil engineering applications using tire-derived aggregate (TDA) as described herein.
2. The project coordinators during the term of this agreement will be:

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

Name: Stacey Patenaude

Name:

Phone: (916) 341-6148

Phone: () -

Fax: (916) 319-7492

Fax: () -

Email: stacey.patenaude@calrecycle.ca.gov

Email: @

Direct all agreement inquiries to:

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

Contracts Unit

Attention: Ronold Wahl

Attention:

Address: 1001 I St., MS 19-A

Address:

Sacramento, CA 95814

Phone: (916) 341-6055

Phone: () -

Fax: (916) 319-7390

Fax: () -

Email: ronold.wahl@calrecycle.ca.gov

Email: @

3. Objectives

The primary purpose of this contract is to assist and support CalRecycle's efforts to promote the use of Tire-Derived Aggregate (TDA) in various civil engineering applications to divert waste tires from California landfills. The Contractor shall provide education, design and/or technical assistance to local and state government agencies and private entities interested in the use of TDA in civil engineering projects (e.g., lightweight fill, vibration attenuation layers, storm water control).

4. Work To Be Performed

- A. Under the direction of CalRecycle's Contract Manager (CM), the Contractor shall assist CalRecycle's efforts to increase the use of TDA by expanding the knowledge of TDA's engineering benefits and its construction management procedures. The Contractor shall provide TDA technology transfer, construction management, and general technical support on TDA pilot demonstration projects and TDA grant projects awarded by CalRecycle. If directed to do so by the CM, the Contractor shall conduct research on issues related to the use of TDA and may provide other technical assistance to TDA stakeholders.
- B. All work under this contract will be grouped into separate projects (as determined by the CM). For each project, the Contractor shall develop and submit a work plan identifying all the tasks required to complete the project, including completion dates and the required budget. The CM will review and approve each work plan and then issue a work order to the Contractor to complete the project. All work performed by the Contractor shall be in accordance with work

orders issued by the CM. Any subsequent changes to work orders shall be documented through a revised work order signed by both parties.

- C. There will likely be occasions when multiple TDA projects must be completed or constructed at the same time. The Contractor shall provide CalRecycle with sufficient resources to ensure cost-effective and timely completion of multiple projects.

Work shall include, but is not limited to:

- 1) TDA project design and analysis;
- 2) TDA pilot demonstration, grant project construction management, and construction services oversight and technical assistance;
- 3) Identification and investigation of potential barriers and environmental impacts of using TDA;
- 4) Research on new civil engineering applications for TDA; and
- 5) Training and technical assistance on issues related to using TDA in civil engineering applications.

5. TASKS IDENTIFIED

This contract will consist of the following tasks:

Task 1. Technical Assistance and Education

At the direction of the CM (through work orders), the Contractor shall perform tasks related to technical assistance and education, including, but not limited to:

- A. Designing and coordinating TDA pilot and grant projects with CalRecycle and state and local agency partners. Types of TDA pilot and grant projects may include, but are not limited to:
 - 1) geotechnical and earthquake analysis of landslide and retaining wall projects;
 - 2) low impact development and storm water management;
 - 3) landfill design and operation;
 - 4) vibration and sound mitigation analysis related to light rail design; and
 - 5) drainage media and other civil engineering applications.
- B. Assisting in the organization and coordination of educational seminars, workshops, and meetings to educate engineers and other stakeholders on using TDA in civil engineering applications.
- C. Investigating and evaluating existing and new civil engineering uses of waste tires, such as lightweight fill, vibration attenuation layers, infiltration galleries, and erosion control applications.
- D. Developing or revising technical standards for use in state and local government design specifications, guidance manuals, or regulations.
- E. Conducting pilot and bench scale test studies, lab studies, paper studies, and literature reviews regarding additional reuses and possible environmental effects of TDA.

Task 2. Construction Management and Construction Services Oversight

At the direction of the CM (through work orders), the Contractor shall perform tasks related to construction management and construction services oversight, including, but not limited to:

- A. Overseeing construction management services of TDA pilot demonstration and grant projects including, but not limited to:

- 1) TDA material procurement, processing, and delivery;
 - 2) TDA installation and oversight to assure proper placement at project sites;
 - 3) Performing Quality Assurance/Quality Control (QA/QC) measures to assure TDA meets project specifications;
 - 4) Preparing daily work logs, construction progress reports, and project cost tracking reports;
 - 5) Preparing final construction completion reports; and
 - 6) Monitoring and evaluating long-term performance of completed projects.
- B. Conducting site surveys and assisting CalRecycle staff with installation of monitoring equipment at selected TDA projects to evaluate long-term performance of completed projects.
 - C. Assisting in obtaining permits and coordinating environmental issues with appropriate regulatory agencies.
 - D. Assisting CalRecycle staff with addressing general questions from local and state governments or other interested stakeholder groups regarding the construction management of TDA projects.

Task 3. Final Report

The Final Report shall summarize the work completed and make conclusions and recommendations on further development of TDA applications.

6. WORK PLANS

Work Plans will 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 project manager, site superintendent, and 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. The following forms and information will be required as part of each Work Plan:
 - 1) Payment Bond;
 - 2) Performance Bond;
 - 3) Bidder Declaration
 - 4) Recycled Content Certification

7. Location of Services

Services shall be provided at locations throughout the State of California.

8. Control of Work

The assigned CalRecycle Contract Manager has authority to determine the quality and acceptability of the following:

- A. Work to be performed;
- B. Rate and progress of the work;
- C. Fulfillment of the services provided by the Contractor; and/or
- D. Compensation for services provided by the Contractor

These decisions will be deemed final and enforceable by the assigned CalRecycle Contract Manager when the Contractor fails to complete orders required by this Contract.

The Contractor shall designate a Project Manager who holds authority to:

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

If during the Contract, it is deemed necessary to replace the Project Manager, written approval from the CalRecycle Contract Manager 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 herein.
- B. Itemized invoices shall be submitted in triplicate, with two sets of supporting documentation (i.e., receipts, timesheets, etc.), not more frequently than monthly in arrears to:

contractpayment@calrecycle.ca.gov

Each invoice submitted to CalRecycle must include the following information: Invoice Number; Contract Number, Description of Rendered Activities/Services, Submitting Contractor's Address, and 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: <<INSERT BUDGET SPREADSHEET OR OTHER BUDGET DETAIL HERE>>****6. TRAVEL CLAUSE:** 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.**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.

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. COPYRIGHTS AND TRADEMARKS: The Contractor shall assign to CalRecycle any and all rights, title and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement, including the right to register for copyright or trademark of such materials. The Contractor shall require that its subcontractors agree that all such materials shall be the property of CalRecycle. Such title will include exclusive copyrights and trademarks in the name of CalRecycle.

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 **DRR21023**, Total Contract Amount **\$2,050,000.00** pursuant to Government Code Section 7550."
10. 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.
11. 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.

12. 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)).
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 premises or equipment is destroyed by fire or other catastrophe, or 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. **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.
18. **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.
19. **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.
20. **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.
21. **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.
22. **PATENTS**: The Contractor assigns to CalRecycle all rights, title, and interest in and to each invention or discovery that may be capable of being patented, that is conceived of or first actually reduced to practice in the course of or under this Agreement.

23. **PUBLICITY AND ACKNOWLEDGEMENT**: The Contractor agrees that it will 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.

SUCCESSORS: The provisions of this Agreement will be binding upon and inure to the benefit of CalRecycle, the Contractor, and their respective successors.

29. 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.
30. 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 anytime 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.
31. 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.
32. 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 Manger 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 time lines 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.

STATE OF CALIFORNIA
 Department of Resources Recycling
 and Recovery (CalRecycle)
 CalRecycle 74C (Rev. 06/10 for
 Contracts)

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

Recycled Content Certification

Check this box if no products, materials, goods, or supplies were purchased with contract dollars and submit to 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 _____

| Product Manufacturer | Product Description / Brand | Purchase Amount (\$) | ¹ Percent Postconsumer Material | ² SABRC Product Category Code | Meets SABRC |
|----------------------|-----------------------------|----------------------|--|--|-------------|
| | | | | | |
| | | | | | |

Public Contract Code sections 12205 (a) (1) (2) (3) (b) (1) (2) (3).

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.

_____ Signature _____ Company _____ Date _____
 Print name

(See footnotes on the back of this page.) 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 |

SOQ Completion Checklist

The following checklist is provided as a courtesy to assist in the preparation of your SOQ package. Please note this checklist may not identify all items required for your SOQ. It is the responsibility of the proposer to provide all required information and items whether noted on this checklist or not. **If any required information or item(s) are missing from the SOQ package, the package will be considered incomplete and will be disqualified from the process.**

- Signed cover letter printed on company letterhead.
 - All documents submitted double-sided on 100% post-consumer recycled content fiber paper, attested to in the cover letter.
 - 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
 - Attachment A, Statement of Qualifications
 - Attachment B, Selection Criteria (Reference copy only)
 - Attachment C, Bidder Declaration
 - Attachment D, Government Code Section 87100 Form
 - Attachment E, PCC Section 10162 Questionnaire, PCC Section 10285.1 Statement, and Non-Collusion Statement
 - Attachment F, PCC Section 2202-2208 Iran Contracting Act
 - Attachment G, California Civil Rights Laws
 - Attachment H, Client References
 - Attachment J, Draft Standard Agreement (Reference copy only)
-

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) Electronic copy of SOQ Package in Adobe Acrobat format 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 J)
 - Payee Data Record (Standard Form 204 viewable at <https://www.calrecycle.ca.gov/Contracts/Forms/default.htm>)
 - Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) Subcontractor Payment Certification (Attachment I)
 - Bidder Declaration (Attachment C)
-