



**State of California  
State Lands Commission**

**Request for Offer (RFO)**

**RFO 2021-04**

**ADDENDUM #1**

**Removal and Disposal of Tug *Standard No. 2*,  
Sevenmile Slough, Sacramento County**

**May 2, 2022**

**ADDENDUM #1 – May 12, 2022 – By addendum to this RFQ,  
the following edits have been made:**

- Page 4, Section 1, (d) Submissions

## TABLE OF CONTENTS

1) INTRODUCTION .....	3
a) Overview.....	3
b) Examination of Work Site . ....	3
c) Key Action Dates .....	3
2) MINIMUM REQUIREMENTS.....	4
3) ADMINISTRATIVE REQUIREMENTS.....	5
4) DESCRIPTION OF WORK – MODEL CONTRACT.....	5
6) STANDARD CONDITIONS OF SERVICE.....	6
7) POST-GOVERNMENT EMPLOYMENT RESTRICTIONS.....	6
8) SELECTION PROCESS AND CRITERIA.....	6
9) ADDENDUM TO RFO .....	8
10) REJECTION OF OFFER .....	8
11) SUBSEQUENT SOLICITATION .....	8

STATE OF CALIFORNIA

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**State Lands Commission**

100 Howe Avenue, Suite 100 South  
Sacramento, California 95825-8202

**REQUEST FOR OFFER (RFO)**  
**RFO 2021-04 Removal and Disposal of Tug *Standard No. 2***  
**Sevenmile Slough, Sacramento County**

**DEAR PROSPECTIVE CONTRACTOR -**

Pursuant to Public Resources Code section 6302.4, subdivision b, the California State Lands Commission (Commission) announces its intention to hire a contractor to remove and dispose of the abandoned tug *Standard No. 2* from Sevenmile Slough, Sacramento County, as authorized by [Staff Report 31](#) (October 21, 2021). The purpose of this Solicitation is to initiate the process by which the Commission will contract with a firm with the appropriate qualifications to complete the Scope of Work pursuant to Model Contract, Exhibit A.

Staff has been authorized by the Executive Officer and the Commission to solicit Offers from qualified contractors, negotiate a fair and reasonable price, and award and execute an agreement.

**1) INTRODUCTION**

**a) Overview**

- i) The Commission invites you to review and respond to this Request for Offer (RFO). By submitting an Offer, your organization agrees to the terms and conditions stated in this RFO.
  - ii) If an Offer does not meet all the requirements, it may be considered non-responsive and eliminated from further consideration. To be responsive, the consulting firm must comply with all minimum proposal requirements set forth in this document.
  - iii) Read this entire document carefully. You must comply with the instructions contained in this document.
- b) Examination of Work Site -** Offerors are required to carefully examine the work site. . Offerors shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the contract amount will be made due to a lack of careful examination of the work site and existing conditions.
- c) Key Action Dates**

- i) Responders are advised of the key dates and times shown below and are expected to adhere to them. All times noted in this document are Pacific Time (PT).
- d) Submissions
  - i) The deadline to respond to this Solicitation is noted in Key Action Dates below.
  - ii) Responses shall be submitted via email to the State Lands Commission at the following email address: [CSLC.ADVcontracts@slc.ca.gov](mailto:CSLC.ADVcontracts@slc.ca.gov) Multiple emails are acceptable to accommodate attachment size limitations.
  - iii) Place "RFO 2021-04 Tug Standard No. 2 Project" in your subject line.
  - iv) Each Offeror submitting an Offer has the burden of proof to confirm that its proposal was received in accordance with this announcement, should there be any dispute about meeting the filing deadline.
  - v) Offer submissions will be withheld from public release as confidential records until this RFO is concluded.
  - vi) Contact - Please contact us at [CSLC.ADVcontracts@slc.ca.gov](mailto:CSLC.ADVcontracts@slc.ca.gov) if you have any questions about this solicitation. Questions and responses may be posted publicly. Place "RFO 2021-04 Tug Standard No. 2 Project" in your subject line.
  - vii) Key Action Dates – Table RFO-1

Key Event	Date	Time
Request for Offer release date:	Tuesday, May 3, 2022	End of day
Question(s) received due date and time:	Friday, May 13, 2022	10:00 AM PT
Responses to Question(s) posted by (Subject to change):	Tuesday, May 17, 2022	End of day
Offers received due date and time:	<del>Monday</del> Tuesday, May 31, 2022	3:00 PM PT
Virtual interviews if required (Subject to change):	Friday, June 3, 2022	End of day
Notice of Intent to Award (Subject to change):	Tuesday, June 7, 2022	End of day
Estimated Contract Term Dates (Subject to change):	July 1, 2022, to June 30, 2025	End of day

## 2) MINIMUM REQUIREMENTS

- a) The Offeror shall be a firm permitted by law, license, and certification to complete the scope of work, Model Contract – Exhibit A, in the State of California (CA).
- b) The Offeror and no less than fifty (50%) percent of sub-contractors shall have a minimum of 3 years of experience performing vessel removal and hazardous substance abatement.

- c) The Offeror can remove the tug from Sevenmile Slough and to a controlled location (e.g., wharf, dry dock, land) before August 31, 2022.

### 3) ADMINISTRATIVE REQUIREMENTS

- a) An offer that does not include all required information must be accompanied by written justification for the omission.
- b) All responses should include the following Administrative and Technical Requirements in this order:
  - i) Attachment 1 – Request for Offer Checklist
  - ii) Attachment 2 – Proposal Cover Page – Offeror Attestation
  - iii) Attachment 3 – Payee Data Record (STD 204)
  - iv) Attachment 4 – Offeror References (Past Projects)
  - v) Technical Requirements - See instructions in Sections 4 & 8
    - (1) Attachment 5 – Team qualifications
    - (2) Attachment 6 – Technical Narrative (Letter of Interest)
    - (3) Attachment 7 – Approach – Updated Model Contract Exhibit A – Scope of Work
  - vi) Attachment 8 – Cost – Updated Model Contract Exhibit B – Budget and Payment Detail (See instructions in Sections 4 & 8)
- c) Reference Material, for review by Offerors
  - i) Attachment 9 – Model Contract Exhibit C - Terms and Conditions - GTC 04/2017
  - ii) Attachment 10 – Model Contract Exhibit D - Special Terms and Conditions
  - iii) Attachment 11 – Model Contract Std. 213 - Standard Agreement
  - iv) Attachment 12 – Site Location and Images of the tug *Standard No. 2*
  - v) Attachment 13 – “Skarry Vessels Removal Work Plan,” prepared by Amergent Techs, Inc. (April 13, 2021), for background

### 4) DESCRIPTION OF WORK – MODEL CONTRACT

- a) The Offeror shall review the terms of the Model Contract and become familiar with its language. The Model Contract will be the substantive contract entered into between the State and the selected Contractor. The Model Contract is made up of Attachments 7 through 11, inclusive.
- b) All offers must be based on the **Model Contract** provided with this solicitation as:
  - (i) Attachment 7 – Exhibit A – Scope of Work
    - (a) Required services to be performed for this proposal are described in Exhibit A of the Model Contract, Attachment 7
  - (ii) Attachment 8 – Exhibit B – Budget and Payment Detail
  - (iii) Attachment 9 – Exhibit C – General Terms and Conditions
  - (iv) Attachment 10 – Exhibit D – Special Terms and Conditions
  - (v) Attachment 11 – Model Contract Std. 213 - Standard Agreement

- 5) **COST PROPOSAL** - Offeror shall provide their cost (bid) within Model Contract Exhibit B by editing the Cost Worksheet grids to reflect the offered bill rates in Microsoft Track Changes.
- 6) **STANDARD CONDITIONS OF SERVICE** – Attachment 9 – Model Contract Exhibit C – General Terms and Conditions. The [State of California's General Terms and Conditions](#) (GTC) are generally not negotiable. The State does not generally accept alternate contract language from a prospective contractor. An offer with such language will be considered a counter proposal and will be rejected, absent compelling written justification provided by Offeror.
- 7) **POST-GOVERNMENT EMPLOYMENT RESTRICTIONS**
- a) Former Commission employees, including former retired annuitants, are subject to postemployment restrictions under Government Code Section 87406. Former designated Commission employees that have not been separated from the State for more than one (1) year starting on the later date of when the official permanently leaves state service, and are no longer authorized to perform the duties of their job, or who stop performing the duties of the job even if the official is still receiving compensation for accrued leave credits are prohibited from:
    - i) Entering into a contract with the Commission as an individual.
    - ii) Making any formal or informal appearances or oral or written communications to the Commission or to any of its officers or employees. This includes attendance or participation in:
      - (1) Selection interviews.
      - (2) Scoping meetings.
      - (3) Contract and task order negotiations.
      - (4) Direct involvement in cost proposal and audit activities.
  - b) Former Commission employees, including former retired annuitants, may be subject to a lifetime post-employment ban under Government Code Sections 87400-87403.
  - c) Violation by consultant(s) of any provisions found in the paragraphs above shall render every contract or other transaction entered into void unless the violation is technical or non-substantive.
  - d) The Fair Political Practices Committee provides [Information regarding post-employment ban](#) as stated in above-referenced Government Codes.
- 8) **SELECTION PROCESS AND CRITERIA**
- a) After determination as a responsible offer meeting the minimum requirements, the Commission shall use the following **criteria** for selecting a Contractor under this Solicitation:

- i) **Offeror qualifications and capacity** to perform the work pursuant to Model Contract Exhibit A – Scope of Work, as shown by Offeror’s Attachments 4, 5, and 6
  - ii) **Offeror references (Past projects)** - Attachment 4
  - iii) **Team qualifications** – Attachment 5
    - (1) Offeror provides team resumes as one (1) pdf, Word, or similar document
    - (2) Offeror provides names and addresses of any expected subcontractors, including names and contact information for subcontractors’ project manager or key personnel
  - iv) **Technical Narrative (Letter of Interest)** – Attachment 6
    - (1) Technical Narrative should focus on providing information related to why the Offeror believes their qualifications fulfill the requirements of this RFO pursuant to Model Contract Exhibit A – Scope of Work.
    - (2) Includes an outline of removal and disposal work plan, including description of methods to reduce the potential for adverse environmental impacts (see [Commission’s best management practices for Marine Debris Removal](#))
    - (3) List of permits that may be required to complete the Scope of Work, or a statement that no permits are required.
    - (4) Offer provides Technical Narrative on company letterhead or similar, electronic documents preferred.
  - v) **Approach** – Attachment 7 – Scope of Work (SOW) – Model Contract Exhibit A – Offeror may provide edits (suggestions) to enhance Exhibit A. (i.e., alternative disposal methods)
  - vi) **Cost** - Attachment 8 – Model Contract Exhibit B - Budget and Payment Detail (Offer, Rates) - **Offeror shall provide their cost (bid) within Model Contract Exhibit B and may suggest edits to the Model Contract in Microsoft Track Changes.**
- b) **Selection** - One Contractor will be selected based on this RFO.
- i) This is a competency-based selection process.
  - ii) Upon receipt and review of all Offers, staff may contact one or more Offerors to clarify areas where the staff has questions, and answer questions. Upon conclusion of the review, the Offerors will be ranked by qualifications, approach, and cost.
  - iii) Negotiations shall be initiated with the most qualified Offeror. In the event that a satisfactory agreement cannot be negotiated within 5 business days after the commencement of negotiations, the Commission may terminate negotiations with the most qualified Offeror and begin negotiations with the next ranked Offeror and so on. After successful negotiations, a contract will be awarded and executed.
  - iv) The contract awarded pursuant to this RFO is outside the requirements of the State Contract Act, and Offerors have no administrative right to appeal. (Public Res. Code § 6302.4(b).)

- 9) **ADDENDUM TO RFO** - The Commission reserves the right to amend this Request for Offer by addendum before the Offers received due date and time. An Offer submitted prior to amendment may be withdrawn by the Offeror.

**10) REJECTION OF OFFER**

- a) The Commission reserves the right to terminate the selection proceedings at any time it determines doing so is in the best interests of the State. The Commission is not required to award a contract and reserves the right to terminate in whole or in part this RFO at any time and in its sole discretion.
- b) Offers to perform work of a kind for which an Offeror is not properly licensed and qualified will be rejected.
- c) Offers must be submitted for the performance of the full Scope of Work (Attachment 7). Deviation from the work specifications or contingencies, other than as specifically identified above, will not be considered and will cause an Offer to be rejected.
- d) An Offer may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind.
- e) The Commission may waive immaterial deviations and evaluate an Offer based on the information provided, if considered to be in the best interests of the State. The State's waiver of immaterial defect shall in no way modify the RFO document or excuse the offeror from full compliance with all requirements if awarded the contract.
- f) No oral understanding or agreement shall be binding on either party.

**11) SUBSEQUENT SOLICITATION**

- a) At the Commission's sole discretion, after the contract award has been made and the contract has been executed, if the contract is terminated with or without cause, the Commission may attempt to engage the next ranked Offeror without performing a subsequent solicitation.

Additionally, if at any time during negotiation of the contract the Commission determines it will be unable to reach an agreement with the successful Offeror, the Commission may terminate negotiations and attempt to engage the next ranked Offeror without performing a subsequent solicitation.

- b) For more information, or to submit questions regarding the content of this solicitation, please contact us at [CSLC.ADVContracts@slc.ca.gov](mailto:CSLC.ADVContracts@slc.ca.gov).