



Notice to Prospective Proposers

November 4, 2021

You are invited to review and respond to this Request for Proposal (RFP) Secondary, entitled "Feedstock Conversion Technical Assistance and Material Testing, DRR21047." In submitting your Proposal, you must comply with the instructions herein.

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

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

Melissa Mojonier
contracts@calrecycle.ca.gov
Phone: (916) 341-6048
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.

Melissa Mojonier
Contract Administrator

Table of Contents

Section 1 Overview.....	1
General Information	1
CalRecycle Contact Information	1
Service Needed	1
Contract Budget.....	2
Payment Withhold.....	2
Contract Term.....	2
Process Type.....	2
Process Schedule.....	2
Section II Rules and Conditions.....	3
Introduction.....	3
Commitment	3
Antitrust Claims.....	3
Contractor's Cost.....	4
Information.....	4
Written Questions	5
Addenda	5
Modification of Submittals.....	5
Errors in Submittals	5
Unreliable List.....	6
Electronic Waste Recycling	6
Use Tax	6
Subcontractors	6
Payments to the Contractor	7
Equipment and Software Purchases.....	7
Section III Proposal Submittal Requirements	8
Introduction.....	8
Deadline	8
Addressing.....	8
Number of Copies.....	8
Document Printing	8
Cover Letter.....	8
Table of Contents	9
Summary	9
Methodology	9
Scenarios.....	10
Organization	11
Qualifications and Resources	12
References	12
Samples of Written Work	13
Contractor Eligibility	13
Licenses	13
Small Business (SB) Participation	13
Disabled Veteran Business Enterprise (DVBE) Participation.....	14
Disabled Veteran Business Enterprise (DVBE) Incentive Application	14

SB/DVBE Reporting Requirement:	15
Resources:	16
Target Area Contract Preference Act (TACPA)	17
Maximum Combined Preferences and Rules for Award	17
Section IV Cost Proposal Submittal	18
Evaluation	18
Cost Breakdown	18
Travel and Per Diem	19
Section V Evaluation and Selection	21
Introduction	21
Selection Process	21
Proposal Cost Determination	23
Cost Points	24
Grounds for Rejection	24
Award of Contract	24
Notice of Intent to Award	25
Rejection of Award	25
Protest of Award	25
Section VI Definition and Terms	26
Attachments	28
Personnel Rate Sheet	29
Cost Proposal Sheet	31
Cost Sheet for Scenario A	33
Cost Sheet for Scenario B	34
Cost Sheet for Scenario C	35
RFP(S) Proposal Scoring Sheet	36
Bidder Declaration	38
Small Business (SB) and Disabled Veteran Business Enterprise (DVBE)	
Subcontractor Payment Certification	39
Iran Contracting Act	42
Darfur Contracting Act	43
California Civil Rights Laws Certification	44
Contractor Status Form	45
Client References	46
Sample Agreement	47
Confidentiality Agreement	67
Acknowledgment of Confidentiality Agreement	70
Proposal Completion Checklist	71

Section 1 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.

CalRecycle Contact Information

Department of Resources Recycling and Recovery

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

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

Phone: (916) 341-6048

Fax: (916) 319-7345

Email: contracts@calrecycle.ca.gov

Any documents delivered in person must be received by 2:00 p.m. on December 2, 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 Contractor shall identify and qualify rubber product manufacturers, rubber compounders, calendered rubber manufacturers, devulcanized crumb rubber manufacturers, and plastic product manufacturers, waste tire processors that demonstrate the ability to produce crumb rubber to specifications and in sufficient quantities for use in the contract. The Contractor shall coordinate appropriate engineering, manufacturing, testing, and certification resources to formulate the optimum mix/size (mesh) of crumb rubber, provide technical assistance to ensure the **timely** production and sale of the Tire-Derived Products, and provide appropriate reports regarding contract activities and results.

The Contractor shall provide for material testing services including on-site sampling and appropriate laboratory testing of crumb rubber to ensure appropriate particle mesh size and particle distribution; identifying contaminants; quantifying the percentage of natural rubber; and performing appropriate quality assurance and quality control checks. The Contractor shall, if necessary, subcontract to assemble a team of technical experts with a variety of disciplines to effectively execute the contract and shall be responsible for all aspects of subcontractor performance.

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 Sample Agreement (Attachment J).

Contract Budget

This Contract is valid and enforceable only if sufficient funds are made available by the Budget Act of the appropriate fiscal year for the purposes of this program. In addition, this Contract is subject to any additional restriction, limitations or conditions enacted by the Legislature, which may affect the provisions, terms, or funding of this Contract in any manner.

Subject to availability of funds and approval by CalRecycle, there is a current maximum budget of \$1,000,000.00. CalRecycle reserves the right to amend the budget for this Contract as needs arise.

Payment Withhold

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

The provisions for payment under this contract may be subject to a ten thousand dollars (\$10,000) withhold in accordance with Military and Veterans Code sections 999.5 and 999.7.

Contract Term

The term of this Agreement will span approximately 30 months and is expected to begin in January 2022. CalRecycle reserves the right to amend the term of this Contract as needs arise.

Process Type

Request for Proposal (RFP) (Secondary Method).

Process Schedule

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

Advertisement Date	November 4, 2021
Deadline for Submission of Written Questions by 5:00 pm	November 15, 2021
Submittals Due by 2:00 pm	December 2, 2021
Post Notice of Intent to Award	December 13, 2021

Section II Rules and Conditions

Introduction

There are conditions that this RFP, submitting Proposers, Proposals and resulting Contracts are subject to and/or with which they are required to comply.

Commitment

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

- All items noted in RFP documents
- Special Terms and Conditions, which are included in the attached sample Standard Agreement.
- General Terms and Conditions (GTCs) and Contractor Certification Clauses (CCCs) are both available for viewing at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

The above terms, conditions, and/or requirements are not subject to negotiation. Any Proposal 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 Proposers and benefit or enhance the Contract.

If the Proposer fails to meet any of the requirements or comply with CalRecycle requests, CalRecycle can reject, disqualify, or remove the firm from the process. CalRecycle is not committed to awarding a Contract resulting from this RFP.

Antitrust Claims

In submitting a Proposal Package to a public purchasing body, the Proposer offers and agrees that if the Proposal Package is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the purchasing body pursuant to the Proposal Package. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Proposer. (See Government Code Section 4552.)

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not

paid by the public body as part of the Proposal Package price, less the expenses incurred in obtaining that portion of the recovery. (See Government Code Section 4553.)

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (See Government Code Section 4554.)

Contractor's Cost

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

Information

The Proposer receiving award of this Agreement will be required to comply with the following:

Any information obtained or produced during the course of the Agreement will be made available to CalRecycle. The Contractor and CalRecycle understand that each party may come into possession of information and/or data that may be deemed confidential, proprietary, or trade secret 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 (PRA), commencing with Government Code Section 6250, or the Public Contract Code (PCC). All information or data furnished by Contractor believed by the Contractor to be confidential, proprietary, or trade secret must be designated in writing as such by the Contractor. CalRecycle will maintain such information or data as confidential, proprietary, or trade secret to the extent that such information or data is exempt from disclosure under the California PRA, the PCC and Title 14 of the California Code of Regulations, sections 17041-17046.

Contractor agrees to limit access to all confidential, proprietary, and trade secret documents, information and data furnished to it in the course of this Contract to those individuals whose work on this Contract requires such access. Each of Contractor's employees and each of Contractor's Subcontractors and the Subcontractors' employees who will have access to any confidential, proprietary, or trade secret documents, information and/or data must execute a confidentiality agreement with Contractor. Contractor may also enter into optional separate confidentiality agreements with the companies to whom it will provide services under this Contract (see Attachments K and L). Upon completion or termination of the Contract, all originals and copies of any confidential, proprietary, or trade secret documents and/or data furnished to the Contractor in the course of this Contract will be returned to the CalRecycle Contract Manager. Contractor may retain copies of aggregations prepared from confidential or proprietary documents, information and/or data, but must ensure that the parties from whom the information or data originated is not identifiable.

Any information in the proposal that qualifies as confidential, proprietary, or trade secret under the PRA or the PCC and is thus exempt from disclosure under those statutes must so be marked by the proposer 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 and will not keep that document from being released after Notice of Intent to Award as part of the public record, unless a court has ordered the State not to release the document. CalRecycle will hold information in the proposal deemed confidential, proprietary, or trade secret by the proposer to the extent allowable by the PRA and the PCC.

Written Questions

The RFP includes a formal question and answer period in which Proposers have the opportunity to submit questions regarding the RFP. All questions must be submitted in writing either by mail, fax, or e-mail to the CalRecycle Contact as listed in Section I, Overview. Correspondence must be marked “**Questions Relating to RFP DRR21047**”. Questions, suggestions or objections regarding the content of this solicitation, including but not limited to the purpose, scope of work, etc., not submitted by the deadline for questions shall be deemed waived and may not be raised at a later time.

The questions and answers will be published in an Addendum to the RFP (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 RFP.

Any ambiguity, conflict, discrepancy, omission, or other error discovered in the RFP should immediately be reported to CalRecycle prior to the deadline for submission of written questions. CalRecycle will issue addenda to address such issues. Addenda will be available on the CalRecycle webpage for this particular solicitation at <http://www.calrecycle.ca.gov/contracts>.

Proposers shall verify the receipt of all issued Addenda by notation in the cover letter.

Modification of Submittals

A Proposal submitted prior to the submittal deadline can be withdrawn or modified by the submitting Proposer. The Proposer must:

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

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

Errors in Submittals

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

CalRecycle may make certain corrections, if the Proposer's intent is clearly established based on review of the complete Proposal.

Unreliable List

Any Contractor or subcontractor currently on CalRecycle's Unreliable List is ineligible to apply for or participate in this contract.

Electronic Waste Recycling

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

Use Tax

If, during the course of the Contract, the Contractor will be involved in the re-sale of goods to the State, they must comply with the requirements of Sections 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 Proposal, must be experts in their respective disciplines and capable of performing the tasks for which they are hired.

If a Proposer proposes the use of subcontractor(s) to perform a portion of the contract, the Proposer agrees that all requirements will be adhered to and that requirements will apply to subcontractors even if subcontractor concurrence is not specifically defined.

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 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 Proposal, 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 Proposal and approved DVBE substitutions will be documented by contract amendment.

Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the Proposal 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.

Upon award to a successful Proposer, notice shall be given by the prime Contractor to the listed subcontractors immediately after award of the RFP.

Payments to the Contractor

Payments to the Contractor by CalRecycle will be made in arrears. Services rendered by the Contractors must be identified on an invoice, to be billed monthly in arrears.

Equipment and Software Purchases

Although equipment or software purchases are not anticipated in this contract, any equipment or software purchased to perform the responsibilities under the contract are considered state property and shall be returned to CalRecycle at the end of the contract or upon request of the CalRecycle Contract Manager (Contract Manager).

Section III Proposal Submittal Requirements

Introduction

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

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

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

Deadline

The proposal package must be received by CalRecycle, at the address listed in Section I, Overview by 2:00 p.m. on December 2, 2021.

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

Addressing

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

Number of Copies

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

- One original, non-bound hard copy marked "Original"
- One electronic copy on compact disc or USB flash drive viewable by Adobe Acrobat Reader.

The entire Proposal, including any attachments, must be saved as a single document. It is the submitting Proposer's responsibility to ensure that the electronic copy is formatted in Adobe Acrobat Reader and viewable by CalRecycle.

Document Printing

All documents must be submitted double-sided on paper with a minimum of 100 percent (100%) post-consumer recycled content fiber.

Cover Letter

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

- a. Name and address of the Proposer submitting qualifications;
- b. Proposer'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 execute a binding Agreement on behalf of the Proposer;
- e. Statement that personnel who will provide services under the Contract will have the required certifications and that the Proposer will have qualified personnel available to meet the service needs;
- f. Statement attesting to the fact of the percentage of post-consumer recycled content fiber paper used in the compilation of the Proposal 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 Proposer'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.
- i. Statement acknowledging the receipt of all issued Addenda pertaining to this RFP.

Table of Contents

The information must be organized in the order presented with corresponding page references.

Summary

The Proposer shall include a brief overview of the project and summarize the Proposer's approach to the work.

Methodology

The proposal shall include a detailed project work plan describing the methods to be employed to accomplish the contract activities described in Tasks 2 through 5 and a schedule or timeline for completion.

Task 1: Coordinate with CalRecycle's Contract Manager to finalize details of the work plan based on the proposal.

Task 2: Identify prospective manufacturers, conduct marketing outreach, develop individual manufacturer activity plans and budgets for participating manufacturers, and qualify processors to provide crumb rubber.

Task 3: Work with manufacturers to execute individual manufacturer activity plans.

Task 4: Crumb rubber material testing.

Task 5: Reporting

Proposals must describe in detail how project objectives will be met and the methods the contractor will use to achieve project objectives outlined in the SOW. The

description should also address flexibility in altering or revising plans if the need arises from the Contractor or the Contract Manager.

For the purposes of evaluating methodology, CalRecycle has prepared three scenarios describing prospects for feedstock conversion assistance under Task 3 of the Contract. The Proposer must provide detailed responses in the Work Plan, titled *Response to Scenario A, B, or C*, as appropriate, for each scenario describing how your team would analyze the situation, identify appropriate assistance and describe any other considerations. Each scenario response must, at a minimum, address the questions and issues described at the end of each scenario. Provide a detailed budget breakdown for each scenario, titled *Cost Sheet for Scenario A, B or C* (Attachments A3-A5), as appropriate. The personnel rates must fit within the categories prefilled on Attachments A3-A5. In the event the Proposer believes that the prefilled personnel categories are insufficient, the Proposer shall include a detailed description in the narrative scenario response of what other services may be necessary to fulfill the scenario requirements. All necessary tests and analyses for the scenarios, other than the Crumb Rubber Particle Size Distribution Test, should be bid as part of the hourly rate for Testing Personnel. In the event the Proposer believes a particular test should instead be performed at a fixed rate, the Proposer may include a detailed description of why as part of the narrative scenario response, but the Proposer must still provide a response which includes those tests within the hourly rate structure. These scenarios will enable CalRecycle to compare the budgets and proposals of all proposers, based on the same factors. These scenarios are within the range of technical assistance activities to be expected in Task 3, but may be more than the average activity anticipated.

Scenarios

The Proposer must provide detailed responses to each scenario, as described in the preceding section, Methodology. The responses must include a detailed budget for each scenario, as described in the preceding section, Methodology, and as described below, see Cost Breakdown and Attachments A3-A5.

Scenario A

ABC Roofing is a 40-year-old company with sales of \$100 million per year that produces a variety of asphalt roofing and coating products. The company is interested in reducing its cost of goods sold and being more “green.” It may be able to use 5% - 10% of 30 mesh and/or finer crumb rubber in 8 products. Many of its products have a 25 or 50 year, of “lifetime” performance guarantee. It is essential that product performance (especially longevity) be equal or better than those not using crumb rubber.

Describe how you would: identify the potential crumb rubber usage, appropriate mesh size and original source of the rubber; identify the appropriate technical assistance (product sample production, applicable [ASTM and/or alternative] testing and certifications) and corresponding budget; and prioritize the 8 products. Provide an activity plan and budget for the top 5 products. Describe how you would implement the activity plan and provide an appropriate timeline. What are other important

considerations and unique aspects of using crumb rubber in an asphalt roofing or coating product? Identify 3 benefits that can be communicated to Superior Roofing to assist in their decision to use crumb rubber.

Scenario B

Custom Production is a 25-year-old profitable company with sales of \$50 million per year. The company produces a variety of thermoplastic elastomer products for it to sell as well as on a contract basis for other companies to sell. The company has written authorization from 3 companies to use an appropriate amount of crumb rubber in a total of 10 products which are currently produced with virgin material. The products may be able to substitute 10% - 25% of the rubber portion with crumb rubber of 50 mesh or finer, depending on the product and performance specifications. Because of the nature of the production process, a higher natural rubber content crumb rubber may be preferred. It is essential that performance of the products using crumb rubber be equal or better than those using virgin materials.

Describe how you would: identify the potential crumb rubber usage, appropriate mesh size and original source of the rubber; identify the appropriate technical assistance (product sample production, applicable [ASTM and/or alternative] testing and certifications) and corresponding budget; and prioritize the 10 products. Provide an activity plan and budget for the top 7 products. Describe how you would implement the activity plan and provide an appropriate timeline. What are other important considerations with thermoplastic elastomers? Identify 3 benefits that can be communicated to Custom Production to assist in their decision to use crumb rubber.

Scenario C

Building Production is a 10-year-old profitable company with annual sales of \$10 million. The company produces and sells rubber building products. The company is interested in reducing its cost of goods sold to be more price competitive in the marketplace. The company would also like to be more "green." However, the company is concerned that using recycled material might reduce the product performance and damage its reputation. The company has 12 products (8 are flooring or underlayment of varying thicknesses and 4 are baseboards) which may be able to use 7% - 100% of 10 – 50 mesh crumb rubber, depending on the product.

Describe how you would: identify the potential crumb rubber usage and appropriate mesh size; identify the appropriate technical assistance (product sample production, applicable [ASTM and/or alternative] testing and certifications) and corresponding budget; and prioritize the 12 products. Provide an activity plan and budget for the top 8 products for Whole Products. Describe how you would implement the activity plan and provide an appropriate timeline. Identify 3 benefits that can be communicated to Whole Products to assist in their decision to use crumb rubber.

Organization

Provide a brief description of the organization's services and activities, including:

- Date of establishment
- History
- Location
- Any known conflicts of interest

Qualifications and Resources

The Proposer must have the experience, qualifications, and resources to perform the required tasks of the project.

Proposers shall submit resumes for principals and key staff along with three reports (may be provided on flash drive) demonstrating they have:

- A minimum of five years of professional consulting experience working with either solid waste management or the California waste tire industry.
- A solid understanding of business processes, marketing and rubber product manufacturing.
- A comprehensive understanding of material flow and markets for tire-derived products in California, especially feedstock conversion.

Proposers shall also provide:

- Evidence of all appropriate licenses, permits, insurance and other requirements to conduct business in California and perform the activities contemplated in the SOW.
- Evidence of the ability to manufacture product test samples and perform all appropriate testing and certifications contemplated in the SOW or evidence of confirmed arrangements with appropriate entities to perform those activities.
- Affirmation that they have the appropriate professional and support staff to properly complete the contract.

All product formulation, manufacturing product test samples, testing and certification shall be performed in California, unless the testing and/or certifications are of such a specialized nature (or there is a strong business reason why) they cannot be adequately performed in California.

Each Proposal must include a description of the resources to be used on the project while demonstrating an individual or team members' abilities to perform the work. The Proposals must include resumes for the Project Manager, Personnel and Subcontractors, that include:

- Experience
- Knowledge
- Educational Background
- Professional Licenses where required by law or industry standards

References

The Proposer's team must provide a minimum of three (3) verifiable references, for the Proposer and for each proposed Subcontractor, which supports the above qualifications.

If a reference or project experience is unable to be verified, it will be disregarded.

Samples of Written Work

The Proposer's team must include copies of verifiable written work that is similar in nature to the proposed project and deliverables.

Contractor Eligibility

The Proposer must include a written declaration stating that the Contractor and any Subcontractors to be used during the performance of the contract are eligible to contract with the State of California, pursuant to PCC 10286.1. Statement may be included in the cover letter.

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 Proposer's registration with the Secretary of State.
- Additionally, pursuant to the California Business and Professions Code, for services of a "professional" nature requiring a professional license issued by the CA Department of Consumer Affairs, Proposers must submit a copy of the appropriate license(s) for each team member who will provide "professional" services under the contract.

Small Business (SB) Participation

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

This goal can be achieved by a combined effort of the prime and/or any Subcontractors, which includes:

- If the Proposer is a certified OSDS SB, as defined in Section V Definitions and Terms, the Bidder Declaration form (Attachment C) shall be completed and submitted with the Proposal.
- If the Proposer has identified Subcontractors to be utilized to meet this goal, the Bidder Declaration form (Attachment C) shall be completed and submitted with the Proposal.

SB and non-SB may receive preference as set forth below.

For purposes of this RFP, references to "Small Business" or "SB" include "Microbusiness" unless contrary to law.

Disabled Veteran Business Enterprise (DVBE) Participation

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

This goal can be achieved by a combined effort of the prime and/or any Subcontractors, which includes:

- If the Proposer is a certified OSDS DVBE, as defined in Section V, Definitions and Terms, the Bidder Declaration form (Attachment C) shall be completed and submitted with the Proposal.
- If the Proposer has identified Subcontractors to be utilized to meet this goal, the Bidder Declaration form (Attachment C) shall be completed and submitted with the Proposal.

Disabled Veteran Business Enterprise (DVBE) Incentive Application

Any Proposer competing in this process as a California certified DVBE, or as a non-DVBE certifying to subcontract a minimum of 3% of the total contract services to a California certified DVBE, will receive an incentive. The incentive amounts for DVBE participation percent are as shown below:

- Five percent (5%) or more participation will receive five percent (5%) incentive calculation.
- Four percent (4%) participation will receive two percent (2%) incentive calculation.
- Three percent (3%) participation will receive one percent (1%) incentive calculation.

Certification must be provided by DGS, OSDS. The incentive is available to a non-DVBE claiming a minimum of three percent (3%) California certified DVBE subcontractor participation. If claiming the non-DVBE subcontractor incentive, the bid response must include a list of the DVBE(s) with which you commit to subcontract in an amount of at least three percent (3%) of the net bid price with one or more California certified DVBEs. Each listed certified DVBE must perform a "commercially useful function" in the performance of the contract as defined in Government Code Section 14837(d)(4).

The required list of California certified DVBE subcontracts must be attached to the bid response and must include the following: 1) subcontractor name, 2) address, 3) phone number, 4) a description of the work to be performed and/or products supplied, 5) and the dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor. Use the Bidder Declaration form to report this information.

Questions regarding certification should be directed to OSDC at (916) 375-4940.

CalRecycle will apply the incentive as follows:

The incentive is applied during the evaluation process and is only applied for responsive bids from responsible bidders proposing the percentage(s) of DVBE participation for the incentive(s) specified above.

For award based on high score:

1. The incentive shall be between 1% and 5% of the total possible available points, not including points for socioeconomic incentives or preferences.
2. The incentive points are included in the sum of non-cost points.
3. The incentive points cannot be used to achieve any applicable minimum point requirements.

Application of the incentive shall not displace an award to a DVBE with a non-DVBE.

A copy of the Proposer's DVBE certification should be included with the Proposal Package.

SB/DVBE Reporting Requirement:

In compliance with GC 14841, awarded Contractor shall, upon completion of an awarded contract for which a commitment to small business subcontractors, report to CalRecycle the actual percentage of small business participation that was achieved. In compliance with M&VC 999.5(d) and 999.7, awarded Contractor shall, upon completion of an awarded contract for which the Contractor entered into a subcontract with a DVBE, certify to CalRecycle all of the following:

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

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

If for this contract, Contractor made a commitment to achieve the DVBE participation goal, CalRecycle will withhold \$10,000 from the final payment, or the full final payment if less than \$10,000, until the Contractor complies with the certification requirements above. A Contractor that fails to comply with the certification requirement shall, after written notice, be allowed to cure the defect. Notwithstanding any other law, if, after at

least 15 calendar days but not more than 30 calendar days from the date of notice, the prime Contractor refuses to comply with the certification requirements, the CalRecycle shall permanently deduct \$10,000 from the final payment, or the full payment if less than \$10,000.

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

Refer to the Small Business and Disabled Veteran Business Enterprise Subcontractor Payment Certification form (Attachment D) to fulfill this requirement.

Resources:

The following may be used to locate DVBE Suppliers:

STATE: State of California, Department of General Services, Procurement Division, Office of Small Business and DVBE Services (OSDS) offers many services that assist contractor/business owners with a variety of information designed to streamline the State contracting process. OSDS also certifies DVBE contractors. For more information, please contact OSDS to find out more:

Office of Small Business and DVBE Services
Department of General Services
Procurement Division
707 Third Street
West Sacramento, CA 95605
Phone: (916) 375-4940
Email: OSDSHelp@dgs.ca.gov

Access the list of Focus-Trade Papers and Referral Organizations at:
<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Commercially-Useful-Function-for-Certified-Firms> or
SB.DVBECompliance@dgs.ca.gov

Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD) online certified firm database at:
<https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>

Search by “Keywords” or United Nations Standard Products and Services Codes (UNSPSC) that apply to the elements of work you want to subcontract to a DVBE.

Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at:

<https://www.caleprocure.ca.gov/pages/index.aspx>

Remember to verify each firm's status as a California certified DVBE.

AWARDING DEPARTMENT: Contact the department's contracting official named in this solicitation for any DVBE suppliers who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify DVBE suppliers for the solicitation.

Target Area Contract Preference Act (TACPA)

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

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

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

The form may be downloaded at <https://www.calrecycle.ca.gov/contracts/forms>.

Maximum Combined Preferences and Rules for Award

In combination with any other preferences (TACPA, SB or DVBE participation, etc), the maximum limit of the combined preferences is 15% of the bid amount and, in no case, more than \$100,000.00 per solicitation.

Preference programs for TACPA or the non-SB subcontracting preference cannot displace a direct award to a certified SB. In the event of a tie between a SB and a firm that is SB and DVBE, the award shall be made to the firm that is SB and DVBE.

Section IV Cost Proposal Submittal

Evaluation

The Contractors Cost Proposal submittal will be evaluated based on whether the cost breakdown is sufficiently detailed to determine if the proposed expenses are reasonable.

Cost Breakdown

The cost breakdown must specify the total costs, as required in Attachment A2, Cost Proposal Sheet. The awarded Proposer's invoices must be itemized as shown in the submitted Cost Proposal Sheet.

Attachment A1, Personnel Rate Sheet, Attachment A2, Cost Proposal Sheet, and Attachments A3 – A5 Cost Sheets for Scenarios A, B, and C, must be completed. Failure to complete and include these Attachments will be grounds for immediate disqualification. Transfer the information in Column F of the Personnel Rate Sheet to Column 3 of the Cost Proposal Sheet and to Personnel Services or Tests column of each Cost Sheet for Scenarios A, B, and C. The personnel and test rates for Tasks 3 and 4, listed in the prefilled categories, must be the same on Attachment A1 and Attachments A3 – A5. See the Proposal Cost Determination table for descriptions of the prefilled personnel categories.

The Subcontractor commitments must be identified, by each task and dollar amount, and included in the Cost Proposal Sheet and Cost Sheets for the Scenarios.

If typical industry practice for certain services is to provide services on a fixed fee basis (e.g. material testing), it is acceptable to list fixed fees for select services in lieu of hourly rates **for any such services provided under Tasks 1, 2, and 5**. However, they must be firm fees to which the Contractor or any Subcontractors will be contractually bound. A crumb rubber particle size test is specified on the Cost Sheets for Scenarios A, B, and C – that test must be listed as fixed fee per test.

With the exception of travel expenses, the cost of food and beverage purchases is not reimbursable. All travel must be itemized in the Attachment A2, under Column 6. For further travel information read the following section, Travel and Per Diem.

The costs identified in Attachment A2, should take into consideration the length of the contract, rise in salaries and overhead costs.

If fringe benefits and/or overhead are not specifically itemized in Attachment A2 and if the Proposer inserts a \$0, the Proposer must explain on Attachment A2 why these line items are not itemized. A blank space for either fringe benefits or overhead will be grounds for immediate disqualification.

Failure to include on the Cost Proposal Sheet budgeted costs for all tasks included in the Scope of Work, except for Task 3, will be grounds for disqualification. Proposals

exceeding the maximum amount per task as listed in the table below will be grounds for immediate disqualification.

CONTRACT BUDGET

Feedstock Conversion Technical Assistance and Material Testing Services

Task Description	Anticipated Budget
Task 1: Finalize Project Work Plan	\$5,000
Task 2: Identify Prospective Manufacturers, Conduct Marketing Outreach, Develop Individual Manufacturer Work Plans and Budgets for Participating Manufacturers, and Qualify Processors to Provide Crumb Rubber	\$170,000
Task 3: Work with Manufacturers to Execute Individual Work Plans	\$700,000
Task 4: Crumb Rubber Material Testing	\$50,000
Task 5: Reporting	\$75,000
TOTAL	Up to \$1,000,000

The collection of the Personnel Rate Sheet, Cost Proposal Sheet, and Cost Sheets for the Scenarios is a self-contained document for the purpose of calculating cost points and evaluating whether all information required by the RFP has been submitted. Therefore, all information (such as explanations of \$0 instead of itemized costs) must be included. Reference by incorporation to the Proposal is not acceptable.

The amounts identified in Attachments A1 and A2 may not be changed and will remain in effect for the life of the Contract.

Travel and Per Diem

All travel must 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.

- 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:

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:

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 \$0.56 per mile; however, fuel will not be reimbursed if a personal vehicle is used.

Section V Evaluation and Selection

Introduction

CalRecycle will perform a Pre-Qualification Evaluation process to ensure that the Proposer has included all required documentation in the Proposal submittal. Each Proposal will first be reviewed to ensure the following items: Proposal is received by date and time specified; Proposal contains all the required documents (see Proposal Completion Checklist); and that the Proposal meets the format requirements specified.

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

Those Proposer's submittals that pass this review will be forwarded to the evaluation team.

Selection Process

The evaluation team will individually and/or as a team review, evaluate and numerically score all Proposals passing the Pre-Qualification Evaluation, utilizing the following scoring system to assign points. Following this chart is a list of the considerations that the evaluation team may take into account when assigning individual points to a technical Proposal.

Points	Interpretation	General Basis for Point Assignment
0	Inadequate	Proposal 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	Proposal 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	Proposal 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), are inconsequential and acceptable.
3	Excellent or Outstanding	Proposal response (i.e. content and/or explanation offered) is above average or exceeds CalRecycle's needs/requirements or expectations. Minimal weaknesses are acceptable. Proposer 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, the evaluation team may consider issues including, but not limited to, the extent to which a Proposal response:

1. Is lacking information, lacking depth or breadth or lacking significant facts and /or details, and or;
2. Is fully developed, comprehensive and has few, if any, weaknesses, defects or deficiencies, and or;
3. Demonstrates that the Proposer understands CalRecycle's needs, the services sought, and/or the Contractor's responsibilities, and/or;
4. Illustrates the Proposer's capability to perform all services and meet all scope of work requirements, and/or;
5. If implemented, will contribute to the achievement of CalRecycle's goals and objectives, and/or;
6. Demonstrates the Proposer's capacity and/or commitment to exceed regular services.

Responses which only restate or paraphrase information found in the RFP will receive 0 or 1 points.

Below are the point values for each rating category that will be scored.

- 1) Each subcategory of a proposal, excluding the Cost section, will be scored on a scale of 0 to 3. The overall rating categories and their point values are shown below. Some subcategories are weighted, and the scores for those subcategories will be multiplied by a weighting factor shown in Attachment B. For individual subcategory descriptions refer to Attachment B.

<u>Rating Category</u>	<u>Maximum Points</u>
Experience	15
Methodology	27
Rating Total	42
Cost Points	18
Maximum Total	60

- 2) CalRecycle will consider a proposal technically deficient and non-responsive if the proposal earns a score that is less than 11 points in the Experience Category or less than 20 points in the Methodology Category.

The Proposal Evaluation criteria listed specifies the total number of points available for each requirement. Using the Scoring Methodology, the evaluation team will determine the number of points to be awarded to each requirement, and multiply that by the multiplier for that requirement to determine the score.

Only those Proposals that receive a score of at least the minimum requirement identified on the Scoring Sheet will be ranked.

Proposal Cost Determination

The total proposal cost shall be determined by adding the Grand Total from the Cost Proposal Sheet (Attachment A2) and total generated by multiplying the hourly rates and per test rates from Cost Sheets for Scenarios (Attachments A3 – A5) by the assumed number of hours and assumed number of tests in the following chart:

Personnel Role or Test	Estimated # of Hours or Tests	Rates from Attachments A3-A5	Totals
Project Management Rate (individual that is responsible for the overall performance of all tasks/activities under the Contract)	500 hours	\$	\$
Manufacturer Technical Assistance Management Rate (individual that is directly responsible/accountable for preparing and ensuring appropriate execution of manufacturer activity plans)	1050 hours	\$	\$
Project Coordinator Rate (individual responsible for specific projects within the Contract)	250 hours	\$	\$
Administrative Support Rate (individual[s] responsible for clerical/administrative support)	400 hours	\$	\$
Testing Personnel (individual[s] responsible for performing tests other than when performing a Crumb Rubber Particle Size and Particle Size Distribution Test.	700 hours	\$	\$
Manufacturing Specialist (individual[s] responsible for providing expert advice in the fields of manufacturing, quality assurance, or specialized product testing)	150 hours	\$	\$
Crumb Rubber Particle Size and Particle Size Distribution Test , per ASTM D5644/D5603	300 Tests	\$	\$
The sum of the totals in the Totals column will be added to the Grand Total from Attachment A2 to determine the Total Proposal Cost.			\$

The Grand Total from the Cost Proposal Sheet (**Attachment A2**) represents a fixed price for Tasks 1, 2, and 5. The per hour and per test rates used in the scenarios will be the rates for work performed under Tasks 3 and 4. The numbers of hours and tests used in this section are estimates for bid purposes only and may differ from the actual numbers of hours and tests required to complete Tasks 3 and 4.

The total proposal cost determined by the above formula will be the basis for the award of Cost Points.

Cost Points

Cost points account for 30% of the total points available (see RFP(S) Proposal Scoring Sheet, Attachment B). Proposers will be awarded Cost Points as follows:

- 1) Lowest cost proposal is awarded the maximum cost points.
- 2) Other proposals are awarded cost points based on the following calculation:
Other Proposer's Cost Points = (factor*) X maximum cost points
* factor is the Lowest Proposer's cost divided by Other Proposer's cost

EXAMPLE

*Lowest Proposer's cost = \$10
Other Proposer's cost = \$12
Maximum cost points = 30 cost points
factor = $\$10 \div \$12 = .83$
Cost Points Calculation for Other Proposer's Cost
.83 X 30 cost points = 25 cost points
Final Cost Points Awarded
Lowest cost proposal receives 30 cost points
Other cost proposal receives 25 cost points*

Grounds for Rejection

All Proposals may be rejected whenever the determination is made that the Proposals received are not really competitive, when the cost is not reasonable, or when the cost exceeds the amount expected.

Additionally, a Proposal may be rejected if any of the following apply:

- It is received after the due date and time for submittal
- The cost submittal is unsigned
- The proposal cost is not prepared as required by the RFP
- The Proposer has been prohibited from contracting with the State by the Department of Fair Employment and Housing
- The Proposer has received a substantive negative contract performance report from the State
- Any items required by the RFP are not included with the submittal

No Proposal may be rejected arbitrarily or without reasonable cause.

Award of Contract

Award of this Contract will be to the highest ranking responsible Proposer meeting all of the RFP requirements.

In the event of a tie, CalRecycle may utilize a tiebreaker to determine the winning Proposer. The tiebreaker will be determined based on which Proposer has the most SB and DVBE participation identified in the Proposal package.

CalRecycle reserves the right not to award a Contract.

Notice of Intent to Award

CalRecycle will post a notice of intent to award this Contract five (5) working days prior to the award being made.

Notice of the intent to award will be posted on CalRecycle's website at www.CalRecycle.ca.gov/contracts and at the headquarters building noted in Section I. It is the Proposer's responsibility to check one of these locations for a copy of the Notice of Intent to Award.

Rejection of Award

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

CalRecycle reserves the right to disqualify the awardee and award the Contract to the next highest ranked Proposer.

Protest of Award

A Proposer may protest the proposed award by filing an official protest with the Department of General Services. The protest must be filed after the notice of intent to award the contract, but before the actual award.

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

The Contract will not be awarded until a decision has been made on the filed protest. Protests may be sent by email, regular mail, courier or personal delivery. Protestants should include their email address if they have one. The protest documents should be sent to the following two parties:

- 1) Department of Resources Recycling and Recovery
Attn: Contracts Unit
1001 I Street, MS-19A
Sacramento, CA 95814
Fax (916) 319-7345
Email contracts@calrecycle.ca.gov
- 3) Department of General Services
Office of Legal Services
Attention: Bid Protest Coordinator
707 Third Street, 7th Floor, Suite 7-330
West Sacramento, CA 95605
Bid Protest Coordinator Email address: OLSProtests@dgs.ca.gov

Section VI Definition and Terms

General

Unless the context otherwise requires, wherever in this RFP 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
RFP	Request for Proposals
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 or representatives of Consultant to the Department of Resources Recycling and Recovery as designated in the Work Orders.

Consultant

The person or persons, firm, partnership, corporation, or combination thereof, which may enter into this Contract with CalRecycle to provide work pursuant to this RFP or his or their legal representatives

Agreement

The written agreement covering the performance of the work and furnishing of labor, materials, tools, and equipment in providing the work. The Agreement shall include the STD213, IFB, Exhibits, Bid submittal, general and specific terms and conditions, Work Orders, and supplemental agreements, which may be required to complete the work in a substantial and acceptable manner.

Contract Manager

A person designated by the responsible state agency or department to manage performance under a contract.

Contractor

A party contracting with the awarding agency. Vendor is often used synonymously with contractor.

Director

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

Disabled Veteran Business Enterprise (Certified)

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

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 a contractor by the awarding agency.

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

Personnel Rate Sheet
Feedstock Conversion Technical Assistance and Material Testing Services, DRR21047

Contractor/Company Name: _____

Complete this form and submit the original in accordance with the requirements of this RFP. Identify line-item costs for each of the Proposer's team members. These will be the team members whose services will be utilized throughout the term of the Agreement. All subcontractors must be identified in **Column A** (identify with an X) and any corresponding subcontractor markups (amount primary contract marks up subcontractor rates) shown in **Column E**. Hourly rates identified on the Personnel Rate Sheet shall remain in effect throughout the term of the Agreement. The total hourly rate as specified in **Column F** must be used in preparing the Cost Proposal Sheet (Attachment A2) and the Cost Sheets for Scenarios (Attachments A3-A5). Costs for the three listed categories for Tasks 3 and 4 must be fixed rates for all work performed across those tasks. Add additional rows as needed.

Column A	Column B		Column C	Column D	Column E	Column F
Sub-Contractor Mark X only if Sub Contractor	Personnel Services: (Do not include travel or overhead here) List the name, classification/title, and hourly rate of the contractor and all subcontractors that will make up the proposer's team.		Fringe Benefits Identify fringe benefits citing actual benefits per hour for each classification/title or as a percentage of personal services costs if included in the hourly rate	Overhead Identify the overhead per hour for each classification/title or as a percentage of personal services costs if included in the hourly rate	Subcontractor Markup Identify markup for each classification/title in cost per hour or as a percentage of personal services costs if included in the hourly rate	TOTAL HOURLY RATE By Classification/Title (Use totals from this column to complete Column 2 on the Proposal Cost Sheet)
	Name and Classification/Title	\$/Hr	\$/Hr or %	\$/Hr or %	\$/Hr or %	\$/Hr
	Project Management Rate for Tasks 3 and 4*					
	Manufacturer Technical Assistance Management Rate for Task 3 and 4*					
	Project Coordinator Rate for Tasks 3 and 4*					
	Administrative Support for Tasks 3 and 4*					
	Testing Personnel (other than when performing a Crumb Rubber Particle Size Distribution Test for Tasks 3 and 4*)					

	Manufacturing Specialist for Tasks 3 and 4*					
--	---	--	--	--	--	--

*Services provided shall be consistent with the personnel category descriptions in the Proposal Cost Determination table.

Acknowledgement/Authorization

The undersigned acknowledges the submittal of this proposal constitutes an irrevocable offer for a ninety (90) day period for CalRecycle to award a Contract. Additional acknowledgement is made of receipt of all competitive documents, including Addenda, relating to this Contract.

The undersigned acknowledges that the Proposer has read all of the requirements set forth in CalRecycle documents and will comply with said provisions.

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

The undersigned acknowledges that there are no potential conflicts of interest, as defined in Public Contract Code (PCC) 10410, 10411, and Government Code (GC) 87100, by the submitting firm and/or any subcontractors listed in the Proposal.

I declare under penalty of perjury that the foregoing is true and correct.

Name & Title of Authorized
Representative:

Contractor Name:

Address:

Telephone #:

City, State Zip:

Email:

Signature of Authorized
Representative:

Date Signed:

If fringe benefits and/or overhead are not specifically itemized in the Personnel Rate Sheet and if the Proposer inserts a \$0, the Proposer must explain why these line items are not itemized. A blank space for either fringe benefits or overhead will be grounds for immediate disqualification.

Cost Proposal Sheet**Feedstock Conversion Technical Assistance and Material Testing Services, DRR21047**

Complete this form and submit the original in accordance with the requirements of this RFP. Except for Tasks 3 and 4, provide a description of the tasks to be performed (based on your methodology), identify the team members whose services will be utilized in completing the specified task, identify the hourly rates using the Total Hourly Rates (**Column F**) identified on the Personnel Rate Sheet (Attachment A1), identify the hours of service to be provided by each team member for the specified task description. Add additional rows as necessary. Do not include proposed work for Tasks 3 and 4 on this sheet - instead the work for Tasks 3 and 4 will be estimated based on the Cost Sheets for Scenarios A, B, and C (Attachments A.1 – A-3).

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

Contractor/Company Name: _____

Column 1	Column 2	Column 3				Column 4	Column 5	Column 6	Column 7	Column 8
Task #	Detailed Description of Services to be Provided: Description of services to be provided by each person listed in Column 3	Personnel Services: (Do not include travel or overhead) estimated # of hrs needed for Contract services multiplied by the individual or position rates per hr. (Include name/position title and hours)				Operating Expenses Include description and cost of operating expenses related to the services detailed in Column 2, including supplies, as applicable. If not tied to a particular person, place in a separate row.)	Equipment Costs Include description and cost of equipment related to the services described in Column 2. If not tied to a particular person, place in a separate row.	Travel Expenses (Include description and cost of travel related to services described in Column 2. If not tied to a particular person, place in a separate row.	Other (any other specific Other costs related to services described in Column 2. If not tied to a particular person, place in a separate	Total by Task
		Name/Position	\$/Hr	Hrs	Total \$					

Column Totals									GRAND TOTAL

Acknowledgement/Authorization

The undersigned acknowledges the submittal of this Proposal constitutes an irrevocable offer for a ninety (90) day period for the CalRecycle to award an Agreement. Additional acknowledgement is made of receipt of all competitive documents, including Addenda, relating to this Agreement.

The undersigned acknowledges that the Proposer has read all of the requirements set forth in CalRecycle documents and will comply with said provisions.

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

The undersigned acknowledges that there are no potential conflicts of interest, as defined in Public Contract Code (PCC) 10410, 10411, and Government Code (GC) 87100, and this RFP by the submitting firm and/or any subcontractors listed in the Proposal.

I declare under penalty of perjury that the foregoing is true and correct.

Contractor Name: _____ Address: _____

Telephone #: _____ City, State, Zip: _____

Name & Title of Authorized Representative: _____ Email: _____

Signature of Authorized Representative: _____ Date Signed: _____

Cost Sheet for Scenario A
 <INSERT CONTRACTOR NAME HERE>
 Feedstock Conversion Technical Assistance and Material Testing Services, DRR21047

Work Description	Personnel Services or Tests: # of hrs needed for contract services multiplied by the classification/title rates per hr as identified in column F of the Personnel Rate Sheet (Attachment A1), or Rate per Test, multiplied by the number of tests proposed for the scenario.				Operating Expenses (operating expenses related to the services provided in this agreement, including rent and supplies, as applicable)	Other (any other specific breakdown required to sufficiently explain the budget costs)	Total by Row
	Name and Classification/Title	\$/Hr	Hrs	Total \$			
	Project Management Rate*						
	Manufacturer Technical Assistance Management Rate*						
	Project Coordinator Rate*						
	Administrative Support*						
	Testing Personnel (other than when performing a Crumb Rubber Particle Size Distribution Test *						
	Manufacturing Specialist*						
		\$/Test	# of Tests				
	Crumb Rubber Particle Size Distribution Test, ASTM D5644/D5603						
Total by Line Item	(Sum of Column titled "Total \$")						GRAND TOTAL

*Services provided shall be consistent with the personnel category descriptions in the Proposal Cost Determination table.

Cost Sheet for Scenario B
 <INSERT CONTRACTOR NAME HERE>
 Feedstock Conversion Technical Assistance and Material Testing Services, DRR21047

Work Description	Personnel Services or Tests				Operating Expenses	Other	Total by Row
	# of hrs needed for contract services multiplied by the classification/title rates per hr as identified in column F of the Personnel Rate Sheet (Attachment A1), or Rate per Test, multiplied by the number of tests proposed for the scenario.				(operating expenses related to the services provided in this agreement, including rent and supplies, as applicable)	(any other specific breakdown required to sufficiently explain the budget costs)	
	Name and Classification/Title	\$/Hr	Hrs	Total \$			
	Project Management Rate*						
	Manufacturer Technical Assistance Management Rate*						
	Project Coordinator Rate*						
	Administrative Support*						
	Testing Personnel (other than when performing a Crumb Rubber Particle Size Distribution Test *						
	Manufacturing Specialist*						
		\$/Test	# of Tests				
	Crumb Rubber Particle Size Distribution Test, ASTM D5644/D5603						
Total by Line Item	(Sum of Column titled “Total \$”)					GRAND TOTAL	

*Services provided shall be consistent with the personnel category descriptions in the Proposal Cost Determination table.

Cost Sheet for Scenario C
<INSERT CONTRACTOR NAME HERE>
Feedstock Conversion Technical Assistance and Material Testing Services, DRR21047

Work Description	Personnel Services or Tests: # of hrs needed for contract services multiplied by the classification/title rates per hr as identified in column F of the Personnel Rate Sheet (Attachment A1), or Rate per Test, multiplied by the number of tests proposed for the scenario.				Operating Expenses (operating expenses related to the services provided in this agreement, including rent and supplies, as applicable)	Other (any other specific breakdown required to sufficiently explain the budget costs)	Total by Row
	Name and Classification/Title	\$/Hr	Hrs	Total \$			
	Project Management Rate*						
	Manufacturer Technical Assistance Management Rate*						
	Project Coordinator Rate*						
	Administrative Support						
	Testing Personnel (other than when performing a Crumb Rubber Particle Size Distribution Test *						
	Manufacturing Specialist*						
		\$/Test	# of Tests				
	Crumb Rubber Particle Size Distribution Test, ASTM D5644/D5603						
Total by Line Item	(Sum of Column titled "Total \$")					GRAND TOTAL	

*Services provided shall be consistent with the personnel category descriptions in the Proposal Cost Determination table.

RFP(S) Proposal Scoring Sheet**Feedstock Conversion Technical Assistance and Material Testing, DRR21047****Contractor/Company Name:** _____

Proposers must score a minimum of 73 percent of the possible points in each of the Experience and Methodology categories (i.e. a minimum of 11 and 20 points, respectively) in order to qualify for further consideration.

EXPERIENCE (Max 15 points) (Min 11 points to qualify)	POINTS POSSIBLE	SCORE (0-3)	MULTIPLIER	POINTS EARNED
(1) Based on the qualifications and references of key personnel, Contractor demonstrates a comprehensive understanding of business processes relevant to marketing and rubber product manufacturing and possesses knowledge of material flow and markets for tire-derived products in CA, especially feedstock conversion.	9		3	0
(2) Contractor and principal members of consulting team possess sufficient relevant professional consulting experience working with solid waste management or the California waste tire industry.	6		2	0
EXPERIENCE SUBTOTAL (maximum 15 points possible)				0
METHODOLOGY (Max 27 points) (Min 20 points to qualify)	POINTS POSSIBLE	SCORE (0-3)	MULTIPLIER	POINTS EARNED
(3) Contractor describes how the work plan details the contract activities in Tasks 2 through 5 and provides a schedule for implementation. [Assign 1 point or 0 points if the Proposer only restates or paraphrases information in the RFP.]	2		0.67	0
(4) Contractor identifies how they will prospect manufacturers with sales in excess of \$1 million for the previous year interested in feedstock conversion and have products with a stable or increasing demand to use more than 5 percent crumb rubber.	3		1	0
(5) Contractor describes how marketing material will be developed for discussions with prospective manufacturers regarding feedstock conversion benefits and demonstrates any assistance provided under the contract.	2		0.67	0

(6) Contractor identifies how individual manufacturer activity plans will be developed and describes how work will be done with qualified manufacturers to identify specific products and their estimation of crumb rubber usage as well as technical assistance needs and corresponding budget.	3		1	0
(7) Contractor describes how the individual manufacturer activity plans will address technical services including but not limited to engineering, manufacturing, testing and certification.	3		1	0
(8) Contractor describes the specific activities they will perform working with the manufacturers to formulate the optimum mix (percentage of crumb rubber and particle size distribution) to maintain or enhance product performance characteristics and perform appropriate performance and properties test on the product with appropriate certifications.	3		1	0
(9) Contractor demonstrates how they will provide crumb rubber material testing to support execution of individual manufacturer activity plans for feedstock conversion and production of TDPs. Contractor also describes how they will provide necessary material testing to support the TIP grant program.	3		1	0
(10) Contractor identifies how Monthly Reports and a Final Report will be developed and provided to the Contract Manager covering contract activities.	2		0.67	0
(11) Contractor describes the specific activities and applications to provide technical assistance to manufacturers in response to Scenarios A, B, and C. All assumptions are documented and the proposed assistance meets the requirements outlined in Task 3.	6		2	0
METHODOLOGY SUBTOTAL (maximum 27 points possible)				0
EXPERIENCE & METHODOLOGY SUBTOTAL (maximum 42 points possible)				0
Cost Points (maximum 18 points possible)				0
TOTAL POINTS (maximum 60 points possible)				0

Bidder Declaration

The Bidder Declaration form is located on the California Department of General Services website. For your convenience, here is the link to that required form: [Bidder Declaration \(ca.gov\)](#)

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:	

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Iran Contracting Act**Public 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>	

Darfur Contracting Act

Pursuant to Public Contract Code section 10478, if a bidder or Proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a “scrutinized” company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or Proposal, please complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

1. _____ We do not currently have, or we have not had within the previous
Initials three years, business activities or other operations outside of the United States.

OR

2. _____ We are a scrutinized company as defined in Public Contract Code
Initials section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or Proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or Proposal.

OR

3. _____ We currently have, or we have had within the previous three years,
Initials business activities or other operations outside of the United States,
+ certification but we certify below that we are not a scrutinized company
below as defined in Public Contract Code section 10476.

CERTIFICATION For # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

<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>	

YOUR BID OR PROPOSAL WILL BE DISQUALIFIED UNLESS YOUR BID OR PROPOSAL INCLUDES THIS FORM WITH EITHER PARAGRAPH # 1 OR # 2 INITIALED OR PARAGRAPH # 3 INITIALED AND CERTIFIED.

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.		Federal ID Number
Proposer/Bidder Firm Name (Printed)		
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed	Executed in the County and State of	

Contractor Status Form

Contractor's Name: _____ County: _____

Address: _____

Phone Number: _____ Fax Number: _____

Federal Employer Identification Number: _____

STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS
☐ Individual ☐ Limited Partnership ☐ General Partnership ☐ Corporation ☐ Other

If Individual or sole proprietorship,
state the true name of sole proprietor: _____

If a Limited or General Partnership, list each partner and state their true name and interest in the partnership:

If a Corporation, state place
and date of incorporation: _____

President: _____ Vice President: _____

Secretary: _____ Treasurer: _____

Other Officer: _____ Other Officer: _____

Provide explanation if claiming Other:

SMALL BUSINESS PREFERENCE

Are you claiming preference for small business? ☐ YES – Attach approval letter from Office of Small Business Certification and Resources
☐ NO

Are you claiming preference for DVBE? ☐ YES – Attach approval letter from Office of Small Business Certification and Resources
☐ NO

NOTE: THIS FORM MUST BE COMPLETED OR YOUR PROPOSAL WILL BE REJECTED

Client References

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

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

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Cost of Service

Brief Description of Service Provided

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:

Sample Agreement

STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES STANDARD AGREEMENT STD 213 (Rev. 04/2020)	AGREEMENT NUMBER DRR21047	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 Resource Recycling and Recovery CONTRACTOR NAME: TBD		
2. The term of this Agreement is: START DATE: January 1, 2022 or Upon DGS Approval, whichever is later THROUGH DATE: July 1, 2024		
3. The maximum amount of this Agreement is: \$TBD Contract Amount (TBD dollars and TBD cents)		
4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made part of this Agreement:		
Exhibits	Title	Pages
Exhibit A	Scope of Work	7
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C*	General Terms and Conditions	
Exhibit D	Special Terms and Conditions	6
	Attachment 1, Recycled Content Certification	2
Exhibit E**	Request for Proposal from TBD	
Items with a double asterisk (**) are incorporated into this Agreement by reference.		
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 Resource Recycling and Recovery		
CONTRACTING AGENCY ADDRESS	CITY	STATE ZIP
PRINTED NAME OF PERSON SIGNING Noah Valadez	TITLE Administrative Services Branch Chief	
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED	

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER
DRR21047

PURCHASING AUTHORITY
NUMBER (If Applicable)

CALIFORNIA DEPARTMENT OF GENERAL SERVICES
APPROVAL

EXEMPTION (If Applicable)

EXHIBIT A

SCOPE OF WORK

1. TBD (Contractor) agrees to provide the Department of Resources Recycling and Recovery (CalRecycle), with feedstock conversion consulting services as described herein.
2. The Project Coordinators during the term of this Agreement will be:

CalRecycle Contract Manager

TBD

Name: Nicholas Amante
Phone: (916) 341-6364
Email: nicholas.amante@calrecycle.ca.gov

Name:
Phone: () -
Email: @

Direct all Agreement inquiries to:

CalRecycle Contract Analyst

TBD

Contracts Unit
Attention: Melissa Mojonnier
Address: 1001 I St., MS 19-A
Sacramento, CA 95814
Phone: (916) 341-6048
Email: melissa.mojonnier@calrecycle.ca.gov

Attention:
Address:
Phone: () -
Email: @

3. Work To Be Performed

- A. The Contractor shall identify and qualify rubber product manufacturers, rubber compounders, calendered rubber manufacturers, devulcanized crumb rubber manufacturers, and plastic product manufacturers (manufacturers) using Tire Incentive Program grant (TIP) eligibility criteria and, if necessary, prioritize assistance based on potential volume and value-added use of crumb rubber.
- B. The Contractor shall identify and qualify waste tire processors that demonstrate the ability to produce crumb rubber to specifications and in sufficient quantities for use in the contract.
- C. The Contractor shall coordinate appropriate engineering, manufacturing, testing, and certification resources to formulate the optimum mix/size (mesh) of crumb rubber, provide technical assistance to ensure the **timely** production and sale of the Tire-

Derived Products (TDPs), and provide appropriate reports regarding contract activities and results.

- D. The Contractor shall provide for material testing services as necessary to support the TIP. These services shall include on-site sampling and appropriate (laboratory or Contractor) testing of crumb rubber to ensure appropriate particle mesh size and particle distribution; identifying contaminants; quantifying the percentage of natural rubber; and performing appropriate quality assurance and quality control checks.
- E. The Contractor shall, if necessary, subcontract to assemble a team of technical experts with a variety of disciplines to effectively execute the contract and shall be responsible for all aspects of subcontractor performance.

4. Tasks Identified

Task 1: Coordinate with CalRecycle's Contract Manager (Contract Manager) to Finalize Details of the Work Plan based on the Proposal.

- A. The Contractor shall meet with the Contract Manager to review the Work Plan provided in the Proposal and fine-tune timelines and minor operational details of tasks and deliverables, including reports, marketing materials, presentations and/or dissemination of information to stakeholders, or any other related communication, as needed.
- B. Should minor adjustments to the Work Plan be necessary, the Contractor shall submit any such changes to the Contract Manager for approval before continuing work laid out in the Work Plan.
- C. The Contractor shall not commence work on Tasks 2 through 5 prior to receiving written approval from the Contract Manager on the work plan and any revisions. Subsequent revisions of the Work Plan may occur only with the Contract Manager's written approval.

Task 2: Provide a Summary Report Identifying Individual Manufacturer Activity Plans and Budgets for Participating Manufacturers, and Qualifying Processors to Provide Crumb Rubber

- A. The Contractor shall research and identify prospective California rubber and appropriate plastic manufacturers: with the following characteristics
 - 1) sales in excess of \$1,000,000 for the previous year;
 - 2) that may be interested in feedstock conversion;
 - 3) that have products with a stable or increasing demand and
 - 4) that have the potential to use more than (5%) five percent crumb rubber in one or more products.
- B. The Contractor's efforts shall be focused on manufacturers that have not previously participated in various CalRecycle grants and technical assistance, including the TIP grant or the previous Feedstock Conversion and Technical Assistance and

Material Testing Services contract. CalRecycle may identify additional prospective manufacturers as a result of previous outreach efforts.

- C. The Contractor shall ensure that prospective manufacturers and products meet the applicant and product eligibility criteria of the TIP grant. However, prospective manufacturers are not required to apply for the TIP (see TIP Guidelines and Instructions at www.calrecycle.ca.gov .)
- D. The Contractor shall identify the potential market, including potential crumb rubber usage and possible specifications.
- E. The Contractor shall prepare a prioritized list of prospective manufacturers to solicit for participation. The list shall be approved by the Contract Manager before manufacturer solicitations begin.
- F. The Contractor shall maintain appropriate ongoing contact with the prospective manufacturers and appropriate industry groups in order to encourage and support efforts to use crumb rubber in their products. This shall include identifying and supporting prospective manufacturers to apply for (or participate in) a TIP grant or similar incentive. It may also include communicating with CalRecycle staff or others regarding financing, tax credits, or technical assistance that would support prospective manufacturer's increased use of crumb rubber in products.
- G. The Contractor shall develop marketing material to be used in discussions with prospective manufacturers regarding feedstock conversion benefits and assistance available under the contract.
- H. The Contractor shall coordinate and execute meetings with prospective manufacturers (previously approved by CalRecycle) to:
 - 1) confirm their eligibility;
 - 2) solicit their interest in feedstock conversion through this contract; and
 - 3) secure their commitment to produce the resulting products with California-generated crumb rubber. The Contractor shall include the Contract Manager and/or other CalRecycle staff in the meetings as appropriate.
- I. The Contractor shall work with qualified manufacturers to identify specific products and estimate their potential crumb rubber usage as well as to identify technical assistance needs and corresponding budget. The proposed technical assistance and corresponding budget must have a reasonable relationship to the estimated crumb rubber usage and likelihood of success as measured by the feasibility of incorporating crumb rubber into making the product and the product's marketability.
- J. Depending on the required tests and certifications (possible tests and certifications identified in item L below), a manufacturer may require anywhere between thirty thousand and forty-five thousand dollars (\$30,000–\$45,000) in testing and certifications along with thirty thousand to forty thousand dollars (\$30,000–\$40,000) in technical assistance and testing support. The Contractor may work with approximately five to eight manufacturers. Depending on the manufacturer's

business need, some tests may also need to be performed on existing products to compare the results and performance of the products made with crumb rubber. Tests shall be performed in accordance with appropriate and current American Society for Testing and Materials (ASTM) standards, or alternative methods when applicable.

- K. The Contractor shall develop individual manufacturer activity plans and corresponding budgets for feedstock conversion technical assistance activities that are specific to individual manufacturer needs. The Contractor may need to consult technical experts for input on proposed individual manufacturer activity plans and budgets.

L. Possible tests

Abrasion Resistance	Peel Adhesion	Tensile Strength
Americans with Disability Act Accessibility, Various	Playground Material, Various	Thermal Expansion
Air Leakage	Product Compression	Thermal Transmission
Air Permeance	Puncture Resistance	Toxic Characteristic Leaching Procedure
Colorant Coverage	Resistance to Hydrostatic Head	UV Durability
Compression	Resistance to Wear	UV Stability
Elongation	Slip Resistance	VOC Emissions
Emissions	Solar Reflectance Index	Water Absorption
Endurance	Stability	Water Loading
Flammability	Static Coefficient of Friction	Water Permeability
Freezing and Thawing Cycles	Static Load	Water/Moisture Vapor Transmission
Hardness	Surface Burn	Other
Impact Attenuation	Surface Friction	
Material Density	Tear Strength	

M. Possible Certifications:

- International Play Equipment Manufacturers Association (IPEMA)
- Leadership in Energy and Environmental Design (LEED)
- Made in USA

- N. Summary Report: The Contractor shall provide the Contract Manager a summary report of the individual manufacturer activity plans and budgets for the proposed qualified manufacturers that includes detailed product information, proposed technical assistance, line-item budgeted amounts, and a proposed process to prioritize the manufacturers to be assisted.

- O. The Contractor shall obtain approval from the Contract Manager of the details of the summary report to ensure the proposed individual manufacturer activity plans and budgets are reasonable and the products selected have a likelihood of success. The Contract Manager will determine the final list of manufacturers to be assisted.

The final list of manufacturers to be assisted, along with the summary report and individual technical assistance budgets, will be incorporated into this agreement via formal amendment. The Contractor shall not begin Task 3 or perform any technical assistance under any individual manufacturer activity plan until the summary report and final list of manufacturers to be assisted is approved in writing by the Contract Manager and the amendment to this Agreement is finalized and approved by the Department of General Services.

- P. The Contractor shall work with California waste tire processors to identify and qualify those who are willing and able to produce sufficient crumb rubber to manufacturer's specifications from only California-generated waste tires. The Contractor shall require waste tire processors providing crumb rubber to sign a California Waste Tire Processor Letter similar to that used in the TIP grant. The Contract Manager will provide a sample letter that can be used.
- Q. In order to ensure that a processor can consistently produce crumb rubber to specifications, the Contractor shall perform on-site sampling (extraction and collection) and appropriate testing on at least three (3) different dates (including at least three (3) different samples on each date) to perform sieves analysis to determine particle mesh size and distribution (consistent with current ASTM D5644 and ASTM D5603, as appropriate); to determine the type and amount of contaminants and the natural rubber content (if appropriate). It is anticipated that the Contractor shall obtain samples from two (2) processors from Northern California and three (3) from Southern California. Depending on the circumstances and business needs, the Contractor may also need to analyze the crumb rubber surface through laser diffraction (or other appropriate method) and perform other tests.
- R. The Contractor shall perform appropriate quality assurance and quality control checks and obtain from each processor a crumb rubber Material Safety Data Sheet, if available. Only processors that can consistently produce crumb rubber material to manufacturer's specifications and in sufficient quality/quantity, as determined by the Contractor, will be used to provide material for this contract.

Task 3: Work with Manufacturers to Execute Individual Manufacturer Activity Plans

- A. The Contractor shall engage with approved manufacturers to execute the individual manufacturer activity plans. The Contractor shall perform necessary specialized technical services including, but not limited to, engineering, manufacturing, testing, and certification. The types of activities include, but are not limited to: working with the manufacturers to formulate the optimum mix (percentage crumb rubber and particle size distribution) to maintain or enhance product performance characteristics; perform appropriate performance and properties tests on the product; and provide or obtain applicable certifications.
- B. The Contractor shall coordinate the timely completion of the individual manufacturer activity plans to ensure production of TDPs by the participating manufacturers. The

Contractor's management activities to ensure success include, but are not limited to:

- 1) Work with participating manufacturers to:
 - a) Confirm technical, testing and certification services;
 - b) Maintain communication and ensure steady, on-schedule progress;
 - c) Secure mutually acceptable service providers; and
 - d) Ensure timely completion and delivery of reporting.
- 2) Other coordinating activities:
 - a) Manage accounting and tracking of costs;
 - b) Oversee coordination of activities between the manufacturers, service providers and any subcontractor;(s) and
 - c) Ensure timely completion and delivery of reporting.

Task 4: Crumb Rubber Material Testing

- A. The Contractor shall provide any necessary crumb rubber material testing consistent with current and appropriate ASTM standards to:
 - 1) Support execution of individual manufacturer activity plans for feedstock conversion and production of TDPs;
 - 2) Provide necessary support to the TIP grant program; and
 - 3) Verify participating processor's ability to produce crumb rubber to manufacturer's specifications.
- B. Crumb rubber material testing services include, but are not limited to:
 - 1) On-site sampling (extraction and collection) at participating manufacturers, TIP grantee facilities, and waste tire processors, along with the transportation of the samples for testing; and
 - 2) Appropriate (laboratory or Contractor) testing of crumb rubber to ensure appropriate particle (mesh) size and particle distribution; identifying contaminants; and performing appropriate quality assurance and quality control checks. Particle size and particle distribution testing will be consistent with current ASTM D5644 and ASTM D5603, as appropriate. Depending on the circumstances and business need, the Contractor may, on occasion, also need to analyze the crumb rubber surface through laser diffraction (or other appropriate method) and perform other tests.
- C. For the feedstock conversion technical assistance, the number of on-site sampling and laboratory tests may vary depending on the product and formulation results. It is anticipated that, at least once during the contract, the Contractor shall collect, transport, and test eight to ten (8-10) samples per participating manufacturer (which may include different sized material and be collected at both the processor and manufacturer). This may be reduced if product formulation occurs at a limited number of manufacturing facilities or increased if there needs to be retesting. If appropriate, the Contractor may arrange for CalRecycle or the manufacturer to collect and transport/ship samples to be retested.

- D. For support of the TIP, the number of on-site sampling and laboratory testing may vary depending on product production requirements and delivery schedule. It is anticipated that, at least twice during the contract, the Contractor shall collect, transport, and test four to six (4-6) samples per TIP grantee (which may include different sized material and be collected at both the processor and manufacturer).
- E. The manufacturer sample frequency will increase for TIP manufacturers using and claiming an incentive for fine (<50) mesh or devulcanized crumb rubber. It is estimated that two (2) additional visits may be needed to collect, transport, and (re)test a total of twenty (20) samples from four (4) Southern California TIP grantees and/or processors. The Contract Manager may adjust the number of samples and testing in consultation with the Contractor. The Contractor shall forward testing results to the Contract Manager as part of the monthly reporting and may also share the results with the participating manufacturer, TIP grantee, or processor.
- F. Samples obtained from waste tire processors under this task may be collected in the same visit as samples obtained in Task 2.

Task 5: Reporting

- A. The Contractor shall provide Monthly Reports and a Final Report to the Contract Manager covering contract activity. The Monthly Reports shall include, but are not limited to: tasks (broken down by manufacturer and product); sub-tasks; total budget; previously billed amount, current month billing; amount remaining; summary of activity completed; anticipated next steps; and significant issues or potential impediments and proposed/recommended resolution. The Monthly Report shall include: copies of completed tests; certifications; and digital photographs (before and after) of completed products. Confidential and proprietary information appropriately labeled will be considered a “trade secret” consistent with Public Resource Code 40062. The Contract Manager will review the Monthly Reports and if needed, request any changes or edits before notifying the Contractor of approval.
- B. The Contractor shall provide a draft Final Report by June 1, 2024, and a Final Report incorporating any CalRecycle comments by July 1, 2024. The Final Report shall include, but not limited to: a summary of the contract activity; a summary by manufacturer of the products; the aggregated anticipated usage of crumb rubber and projected annual sales of all products; challenges and how they were overcome; suggestions for future assistance activity; the ability to replicate for other similar products; and four (4) successful case studies. The draft Final Report will be reviewed by the Contract Manager and other CalRecycle staff who will provide comments or questions that shall be addressed or incorporated into the subsequent draft of the report. Any requested changes shall be completed by the Contractor and resubmitted to the Contractor Manager for final approval. Only when all revisions are made and approved by the Contract Manager will the report be deemed final.
- C. The Contractor shall present a summary of the contract activity and results at a CalRecycle meeting or workshop, if requested.

- D. 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](https://www.calrecycle.ca.gov/Contracts/pubguide) (<https://www.calrecycle.ca.gov/Contracts/pubguide>) and must be reviewed by a technical editor of the Contractor's choice to assure that the reports comply with CalRecycle's Guidelines, after which they shall be submitted to and reviewed by the Contract Manager in consultation with the CalRecycle editor.
- E. The Contractor is encouraged to consult with the CalRecycle Contract Manager and CalRecycle editorial staff early in the development process to ensure deliverable requirements are clearly understood and to minimize the need for revisions.

5. Contract/Task Time Frame

The table below reflects the contract task/time frames to meet deliverable milestones.

Task	Deliverable(s)	Timeframe
Task 1: Coordinate with CalRecycle's Contract Manager to finalize details of the Work Plan based on the Proposal	Detailed Work Plan	January – February 2022
Task 2: Provide a Summary Report Identifying Individual Manufacturer Activity Plans and Budgets for Participating Manufacturers, and Qualifying Processors to Provide Crumb Rubber	A. Prospect list. B. Marketing material, execution of meetings with potential manufacturers. C. Individual manufacturer activity plans and corresponding budgets, Summary Report, and technical assistance priority process. D. Summary Report, prioritized list of prospective manufacturers. E. List of qualified processors and testing results.	A. February – April 2022 B. February – April 2022 C. April – July 2022 D. July – September 2022 E. July 2022 – December 2022
Task 3: Work with Manufacturers to Execute Individual Manufacturer Activity Plans	Activity summarized in monthly progress reports	Included with monthly reports.
Task 4: Crumb Rubber Material Testing	Test result reports	Included with monthly reports.
Task 5: Reporting	A. Monthly Progress Reports B. Draft Final Report and Final Report C. Present summary and results	A. Monthly, starting January 2022 B. Draft by June 1, 2024 Final Report by July 1, 2024. C. July 1, 2024

6. Location of Services

The Contractor shall provide assistance and material testing services to tire-derived product manufacturers statewide. The Contractor and any assigned sub-contractors will need to visit

businesses in Southern California to provide assistance. Meetings with CalRecycle staff will typically be held in Sacramento or by videoconference, teleconference or webinar as appropriate.

7. Control of Work

A. The Contract Manager has the authority to determine the quality and acceptability of the following:

- Work to be performed
- Rate and progress of the work
- Fulfillment of the services provided by the Contractor
- Compensation for services provided by the Contractor

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

The Contractor shall immediately bring any unanticipated issues to the attention of the Contract Manager. The Contract Manager will confer with appropriate CalRecycle staff, if necessary, and the Contractor to resolve the issue.

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

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

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

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **INVOICING AND PAYMENT:**

A. For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for work performed in accordance with the Scope of Work and the approved Work Plan at the rates specified herein, not to exceed the per Task totals from the Cost Proposal sheet and Personnel Rate Sheet.

B. Itemized invoices shall be submitted electronically, with one set of supporting documentation (i.e., receipts, timesheets, etc.), not more frequently than monthly in arrears to:

contractpayment@calrecycle.ca.gov

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

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

2. **BUDGET CONTINGENCY CLAUSE:**

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to the Contractor to reflect the reduced amount.

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

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

5. **COST BREAKDOWN:**

Selected Contractor's Cost Proposal and Personnel Rate sheet will appear 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 located at TBD. Per diem will not be reimbursed for travel within 50 miles of Contractor's headquarters.

7. PROGRESS PAYMENT AND PAYMENT WITHHOLD: Progress Payments are permitted for tasks completed under this agreement. Ten percent of the invoiced amount shall be withheld pending final completion of each task. Any funds withheld with regard to a particular task may be paid upon completion of that task. The Contractor agrees to comply with the requirements of Public Contract Code (PCC), Section 10346.

The provisions for payment under this contract may be subject to a ten thousand dollars (\$10,000) withhold in accordance with Military and Veterans Code sections 999.5 and 999.7.

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:** 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 DRR21047, Total Contract Amount \$TBD, 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. 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.

20. 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.

21. 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.

22. 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.

23. 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/rcpm. 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.

24. 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.
25. 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.
26. STOP WORK NOTICE: Immediately, upon receiving a written notice to stop work, the Contractor shall cease all work under this Agreement.
27. 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.
28. 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.

STATE OF CALIFORNIA
Department of Resources Recycling and
Recovery (CalRecycle)

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

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

This form is 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.

Print name Signature Company Date
(See footnotes on the back of this page.)

Postconsumer material comes from products that were bought by consumers, used, and 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 <i>with the definition of recycled as set forth in Section 12156 of the Public Contract Code.</i>
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

Confidentiality Agreement

This Agreement is entered into this _____ day of _____, 2021, by and between _____, a _____, (the "Company") and TBD., a _____ corporation ("TBD") with respect to the following facts:

- A. TBD and its subcontractors are engaged in the business of assessing and providing assistance to businesses interested in feedstock conversion technical assistance through the Department of Resources Recycling and Recovery's ("CalRecycle") Tire Incentive Program ("Program").
- B. The Company acknowledges that TBD and its subcontractors have an existing high level of expertise in various areas related to the Company's areas of business. The Company further acknowledges that this expertise was acquired prior to execution of this Agreement.
- C. By participating in the Program, the Company has agreed to allow TBD and its subcontractors to evaluate its business operations and management practices for the purposes of preparing a business assessment report and providing approved assistance services under the Program.
- D. It is anticipated that the Company will furnish TBD certain information which is either non-public, confidential or proprietary in nature and the parties desire to protect the confidentiality of this information as appropriate.

NOW, THEREFORE, in consideration of permitting the disclosure of certain information and the promises contained herein, the parties agree as follows:

1. Limited Access/Confidentiality. TBD will keep confidential all confidential and/or proprietary information (the "Information"), and, except as otherwise permitted herein, will not disclose or use the Information in whole or in part other than in connection with providing assessment and assistance services to the Company through the Program. TBD agrees to reveal the Information only to its agents, subcontractors, representatives, attorneys or employees who need to know the Information for the purpose of completing the services agreed to under the Program, who are informed of the confidential nature of the Information and who agree to act in accordance with the terms of this Agreement by executing the concurrent Acknowledgement and Agreement.
2. Non-Competition and Limitation on Use. TBD further agrees not to use the Information, or any portion of the Information, to:
 - a. engage in any activities that directly compete with the Company;
 - b. provide advice or assistance to, or be employed or retained by, any Company, business or entity that directly competes with the Company; it is understood that TBD or its subcontractors may be employed or retained by, or provide advice or assistance to one or more of the Company's competitors, but will take care not to use the Information in the performance of those duties; it is also understood that TBD may prepare at CalRecycle's request public reports that aggregate confidential data in a manner that safeguards confidential data related to any one company.
 - c. This section shall survive any termination of this Agreement and/or the contract between TBD and CalRecycle
3. Exclusions From Limitations. TBD will not be prohibited from disclosing or using any Information which;
 - a. is or becomes generally available to the public other than as a result of a disclosure by TBD, its subcontractors, employees or agents;
 - b. was already in TBD's possession before any disclosure of the Information by the Company;
 - c. has been or is obtained by TBD from a third party (other than one acting on behalf of the Company) who TBD has no reason to believe is not lawfully in possession of the Information and who TBD has no reason to believe is in violation of any contractual, legal or fiduciary obligation to the Company with respect to the Information; or

- d. is independently developed by TBD.
4. Other Disclosures. To the extent that TBD is required to disclose the Information pursuant to the requirements of any legal proceeding, TBD shall notify the Company and CalRecycle within one (1) business day of its knowledge of such legally required disclosure so that the Company may seek an appropriate protective order and/or waive TBD's compliance with this Agreement. Notice shall be both by telephone and in writing. In the absence of a protective order or waiver, TBD may disclose the Information if, in the written opinion of its counsel, failure to disclose such Information in any tribunal would subject TBD to liability for contempt, censure or other legal penalty or liability.
 5. Destruction/Return of Documents. All drawings, programs, software, data, financial information and other written Information submitted by the Company or CalRecycle to TBD or its representatives shall be promptly returned to the Company or CalRecycle within one week of completion of the individual manufacturer activity plan governing the assessment or provision of assistance services to the Company. TBD may retain one copy of the Information for its legal records, but shall take appropriate steps to ensure that its confidentiality remains intact. TBD may also retain copies of compilations that do not specifically identify the Company or its data.
 6. Governing Law. The Agreement shall be governed by, and construed in accordance with, the laws of the State of California.
 7. Service of Process; Venue; Inconvenient Forum. TBD agrees that any service of any process, summons, notice or document by U.S. Postal Service registered mail to TBD's address set forth below shall be effective service of process for any action, suit or proceeding brought against TBD in any court. To the extent permitted by applicable law, TBD hereby irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement in the courts of the United States of America located in the Eastern District of the State of California, or the California Superior Courts located in the County of Sacramento, California. TBD agrees and waives, irrevocably and unconditionally, any and all rights to plead or claim that any action, suit or proceeding brought in any court within the State of California has been brought in an inconvenient forum.
 8. Term. This Agreement shall become effective as of the date on which it is executed by both parties and shall terminate two (2) years from the effective date. .
 9. Entire Agreement. This Agreement contains the entire agreement of the parties regarding the confidentiality of the Information and supersedes any prior written or oral agreements or negotiations between them concerning the subject matter contained in this Agreement. There are no representations, agreements, arrangements or understandings, oral or written, among the parties, relating to the subject matter contained in this Agreement that are not fully expressed in this Agreement.
 10. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the provision, covenant or condition determined to be invalid, void or unenforceable does not materially alter the essential terms of this Agreement. The invalidity of any provision of this Agreement regarding service of process, venue or convenience of forum, due to applicable law invalidating such provisions, shall not affect, impair or invalidate the remainder of this Agreement.
 11. Binding Agreement. This Agreement is binding upon and will inure to the benefit of the Company and TBD and their respective successors and assigns.
 12. Amendment and Termination. This Agreement may not be amended or canceled except by mutual written consent of both parties.

13. Counterparts. This Agreement may be executed in counterparts, any one of which shall be deemed an original and both of which taken together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first written above.

(COMPANY NAME)

By _____

Its _____

TBD

By _____

Its _____

Acknowledgment of Confidentiality Agreement

TBD, Inc. ("TBD") has executed a Confidentiality Agreement ("Agreement") with _____ (the "Company") dated _____ for assessment and assistance services provided under the Department of Resources Recycling and Recovery's ("CalRecycle") Tire Incentive Program (TBD Contract # DRR_____). This Acknowledgement of Confidentiality Agreement is expressly entered into for the benefit of the Company and may be enforced by either TBD or the Company.

You, as an employee of TBD, or as an employee or agent of a subcontractor to TBD, ("You") are bound by the terms of the Agreement by virtue of Your employment or agency and as a participant in the work.

Please read the attached Agreement, which is incorporated herein by this reference, provide the following information, which shall constitute the name and address to which service of any process, summons, notice or document by U.S. Postal Service registered mail may be made pursuant to Section 8 of the Agreement, and sign below:

(Name and Address)

I have read the Agreement and *understand* the obligations to which I am bound under the terms of the Agreement.

Executed and Acknowledged:

Date _____

Signature _____

Printed Name _____

Company _____

Proposal Completion Checklist

Please use this checklist to assist in the preparation of your Proposal package to ensure that all required items are included.

-
- ☐ Cover Letter with contact information and statements as required in the RFP.
 - ☐ Organizational information and Personnel Information (Resumes)
 - ☐ Proposal (detailed Work Plan)
 - ☐ Samples of Written Work
 - ☐ Copy of Required License(s) (Secretary of State)
 - ☐ Personnel Rate Sheet (Attachment A1)
 - ☐ Cost Proposal Sheet (Attachment A2)
 - ☐ Cost Sheet for Scenario A (Attachment A3)
 - ☐ Cost Sheet for Scenario B (Attachment A4)
 - ☐ Cost Sheet for Scenario C (Attachment A5)
 - ☐ Bidder Declaration (Attachment C) (*If participation levels are zero, write in "0"*)
 - ☐ Iran Contracting Act Certification (Attachment E)
 - ☐ Darfur Contracting Act Certification (Attachment F)
 - ☐ California Civil Rights Laws Certification (Attachment G)
 - ☐ Contractor Status Form (Attachment H)
 - ☐ Client References (Attachment I)
-

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

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

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

- ☐ Certification of Target Area Contract Preference Act (The form may be downloaded at <https://www.calrecycle.ca.gov/contracts/forms>.)
-

The following forms are not required at the time of the Proposal submission but are part of the draft Standard Agreement (Attachment J) and will be required by the successful Contractor during the contract period:

- ☐ Recycled Content Certification (end 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 D)

Please note that if any of the items are missing from the Proposal package, the package will be considered incomplete and will be disqualified from the process.