



DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

Notice to Prospective Proposers

April 07, 2023

You are invited to review and respond to this Request for Proposal (RFP) Primary, entitled "2023 Material Recovery Facility (MRF) Recyclable Material Study" DRR22056. In submitting your Proposal, you shall comply with the instructions herein.

Note that all Agreements entered into with the State of California will include by reference General Terms and Conditions, Special Terms and Conditions and Contractor Certification Clauses which are referenced in Section II of this package.

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:

Felix Valencia
contracts@calrecycle.ca.gov
Phone: (916) 341-6779
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.

Felix Valencia
Contract Administrator

Table of Contents

Section I Overview	1
General Information	1
CalRecycle Contact Information	1
Service Needed	1
Contract Budget.....	1
Contract Amendment.....	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	4
Addenda	5
Modification of Submittals.....	5
Errors in Submittals	5
Unreliable List.....	5
Electronic Waste Recycling	5
Use Tax	6
Subcontractors	6
Section III Proposal Submittal Requirements	7
Introduction.....	7
Deadline	7
Addressing.....	7
Number of Copies.....	7
Document Printing	7
Cover Letter.....	7
Table of Contents	8
Summary	8
Methodology	8
Organization	9
Qualifications and Resources	9
Samples of Written Work	9
Contractor Eligibility	10
Licenses	10
Small Business (SB) Participation	10
Small Business (SB) Preference Application.....	11
Disabled Veteran Business Enterprise (DVBE) Participation.....	12
Disabled Veteran Business Enterprise (DVBE) Incentive Application	12
SB/DVBE Reporting Requirement.....	14

SB/DVBE Resources	15
Target Area Contract Preference Act (TACPA)	16
Maximum Combined Preferences and Rules for Award	16
Section IV Cost Proposal Submittal	17
Overview.....	17
Cost Breakdown	17
Travel and Per Diem.....	21
Section V Evaluation and Selection	24
Introduction.....	24
Selection Process	24
Grounds for Rejection.....	25
Public Cost Opening	25
Award of Agreement.....	26
Notice of Intent to Award	26
Rejection of Award.....	26
Protest of Award	26
Section VI Definition and Terms.....	28
Section VII Required Forms	31
Client References	32
Contractor Status Form	34
Bidder Declaration	35
Disabled Veteran Business Enterprise Declarations	35
Contractor Certification Clauses (CCC 04/2017)	35
Iran Contracting Act (PCC 2202-2208).....	35
Darfur Contracting Act	36
California Civil Rights Laws Certification	36
Attachments	37
Attachment A - Small Business Subcontractor Payment Certification	38
Attachment B - Disabled Veteran Business Subcontractor Payment Certification.....	39
Attachment C - Cost Proposal Sheet.....	40
Attachment D - Proposal Scoring Sheet	44
Attachment E - Sample Standard Agreement.....	47
Attachment F - Proposal Completion Checklist	122

Section I Overview

General Information

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

CalRecycle Contact Information

Department of Resources Recycling and Recovery

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

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

Phone: (916) 341-6779

Fax: (916) 319-7345

Email: contracts@calrecycle.ca.gov

Any documents delivered in person shall be received by 2:00 p.m. on May 08, 2023 in the Visitor's & Environmental Service Center located in the lobby of the CalEPA Headquarters Building at 1001 I Street, Sacramento, CA 95814.

Service Needed

Contract requires the Contractor to conduct material characterization research at material recovery facilities (MRFs) in California to gather data on whether a product or packaging is collected and processed for recycling. Senate Bill (SB) 343 (Allen) directs CalRecycle to publish a material characterization study. This study is only focused on the processing of traditional recyclables (glass, plastic, paper, and metal), items that may have a chasing arrow symbol, and items with labeling that otherwise directs a consumer to recycle that material. This study will focus on selected Large Volume Transfer or Processing Facilities in California. This study specifically excludes organics (i.e., compostable material) and CDI (Construction, Demolition, and Inert) processing lines.

Refer to the Sample Standard Agreement in the Attachments of this document for a complete description of the Scope of Work.

Contract Budget

Subject to the availability of funds and approval by CalRecycle, there is a current maximum budget of \$600,000.00. (Six hundred thousand dollars and zero cents). CalRecycle reserves the right to amend the budget for this Agreement as needs arise.

Contract Amendment

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

Any contract amendments require CalRecycle and contractor to execute a Std. 213A, and approval by DGS, if required. The contract awarded pursuant to this RFP may be amended in compliance with the State Contracting Manual Volume 1, including but not limited to section 3.09 and 5.81.

Payment Withhold

The provisions for payment under this contract will 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.

Contract Term

The term of this Agreement will span approximately 14 months and is expected to begin in June 2023. CalRecycle reserves the right to amend the term of this Agreement as needs arise.

Process Type

Request for Proposal (RFP) (Primary Method).

Process Schedule

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

Advertisement Date	4/07/2023
Written Questions Due by 5:00 pm	4/21/2023
Submittals Due by 2:00 pm	5/08/2023
Public Cost Opening at 10:00 am	5/24/2023
Post Notice of Intent to Award	5/25/2023

Section II Rules and Conditions

Introduction

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

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 available for viewing in Exhibit D of the Sample Standard Agreement (Attachment E)
- 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 shall 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 award an Agreement 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

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

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

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

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

Written Questions

The RFP includes a formal question and answer period in which Proposers have the opportunity to submit questions to the CalRecycle's Contracts Unit regarding the RFP. All inquiries shall be submitted in writing either by mail or e-mail to the CalRecycle Contact by no later than 5:00 pm on the Due Date listed Section I, Process Schedule, regardless of postmark. If the inquiries are faxed, then the time and dated on the fax must not be later than the due date and time.

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.

Oral communications with CalRecycle officers and employees shall be non-binding on the State and shall in no way exclude the Bidder of any obligations as set forth in this package.

E-mails and/or faxes should be clearly marked “**Questions Relating to SOLICITATION DRR22056**”

The questions and answers will be published in an Addendum to the RFP (see below, Addenda).

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.

Modification of Submittals

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

- 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 of CalRecycle 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 shall comply with the provisions of PRC Chapter 8.5.

Use Tax

If, during the course of the Agreement, the Contractor will be involved in the re-sale of goods to the State, they shall comply with the requirements of Section 6452.1, 6487, 6487.3, 7101, and 18510 of the Revenue and Taxation Code, in addition to Section 10295.1 of the Public Contract Code.

Subcontractors

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

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

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 shall be received by CalRecycle, at the address listed in Section I, Overview and by the "Submittals Due by 2:00" date in Section I, Overview.

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

Addressing

The Proposal package shall 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" (Do not include Cost Proposal Sheet in this set.)
- One original signed Cost Proposal Sheet in a separate sealed envelope marked "Cost Proposal -Do Not Open."
- One electronic copy on compact disc or USB flash drive viewable by Adobe Acrobat Reader. The entire Proposal, including any attachments, shall be saved as a single document. (Do not include Cost Proposal Sheet in the electronic copy.)

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 shall be submitted double-sided on paper with a minimum of 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 shall 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 Agreement, 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 Agreement will have the required certifications and that bidder 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 Contractor's and any subcontractor(s)' business names, identification of certified Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) status, if applicable, and corresponding Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) Reference number(s) issued by DGS.
- i. Statement acknowledging the receipt of all issued Addenda pertaining to this RFP.

Table of Contents

The information shall be organized as 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 Work Plan describing the methods to be employed to accomplish the contract activities described in the Scope of Work in the Sample Standard Agreement in this document.

The methodology shall be described in sufficient detail to allow CalRecycle staff to evaluate the methods and shall address all tasks and items in the Scope of Work.

Proposals shall describe how the objectives will be met and the methods the Contractor will use. The description shall include not only what work will be performed, but how it will be performed.

The tasks described in the Scope of Work outline a general approach for meeting the requirements; however, alternative approaches for some or all of the tasks may be proposed if they meet or exceed the requirements in meeting the project objectives.

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 prospective Contractor shall have the experience, qualifications, and resources to perform the required tasks of the project. The prospective Contractor shall have the experience, qualifications, and resources necessary to perform the required tasks of the project. Because of the complexity of this study, proposers must demonstrate experience and expertise in conducting large-scale (regional or statewide) waste or material characterization studies. Proposals shall include evidence of the proposer's contribution(s) to the development of prior waste or material characterization studies, including implementation of a statistically representative sampling plan for collecting samples from recycling and/or waste disposal facilities at various ejection/collection points; familiarity and proficiency with diverse and varied material processing systems found at recycling facilities; collection of detailed field sorting data; work with solid waste facilities to coordinate field work and follow health and safety plans; assurance of data integrity through appropriate quality assurance and quality control processes and data entry procedures; effective communication of challenges and issues related to fieldwork in a timely manner; and overall successful project management.

Each Proposal shall 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 shall include resumes for each member of the Proposer's team, that include their:

- Experience
- Knowledge
- Educational Background
- Appropriate licensing

References

The Proposer's team shall provide a minimum of three (3) verifiable references for the proposer and for each proposed subcontractor which support the above qualifications.

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

Samples of Written Work

The Proposer shall include at least one sample (copy) of verifiable written work that is similar in nature to the proposed project and deliverables. The sample shall demonstrate each of the following:

1. Knowledge and understanding of California's solid waste and recycling management system in various parts of the State;

2. Experience implementing a large-scale facility-based waste disposal characterization study including initial project set-up, site coordination, fieldwork, contingency plans with any steps taken, data preparation, and project deliverables;
3. Knowledge and proficiency of conducting analysis of waste and recycling materials;
4. Experience effectuating and adjusting a pre-determined work plan for the characterization of waste and recycling materials including steps taken for analysis.

Contractor Eligibility

The Proposer shall 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. The written declaration 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 California Secretary of State and must be in good standing.
- 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 shall 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 GSPD-05-105 Bidder Declaration form (link provided in the Required Forms section of this document) shall be completed and submitted with the Proposal.
- If the Proposer has identified qualified certified OSDS SB firms to use as Subcontractors to meet this goal, the GSPD-05-105 Bidder Declaration form (link provided in the Required Forms section of this document) shall be completed and submitted with the Proposal. When completing the Bidder Declaration, the

submitting firm must clearly identify all subcontractors proposed for participation in the Contract.

Small Business and non-small business may receive preference as set forth below.

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

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

Small Business (SB) Preference Application

Any Proposer competing in this process as a California certified SB, or as a non-SB certifying to subcontract a minimum of 25% of the total contract services to a California certified SB, will receive a five percent (5%) preference. Certification must be provided by DGS, OSDS.

Each listed certified small business 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 small business 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 the OSDC at (916) 375-4940. In no event shall the SB preference or non-SB subcontracting preference exceed \$50,000 in any single bid.

For award based on low price, the preference is applied by reducing the bid price by the amount of participation as computed from the lowest responsive and responsible bid price. The computation is for evaluation purposes only. Application of the preference shall not displace an award to a small business with a non-small business.

A copy of the Proposer's SB certification should be included with the proposal Package.

If the Proposer makes a commitment to achieve small business participation, then the Proposer, if awarded this contract, must within 60 days of receiving final payment (or

within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved (Govt. Code § 14841). Refer to Attachment A to fulfill this requirement.

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 GSPD-05-105 Bidder Declaration form shall be completed and submitted with the Proposal.
- If the Proposer has identified qualified certified OSDS DVBE firm to use as Subcontractors to meet this goal, the GSPD-05-105 Bidder Declaration form (link provided in the Required Forms section of this document) shall be completed and submitted with the Proposal. When completing the Bidder Declaration, the submitting firm must clearly identify all subcontractors proposed for participation in the Contract.
- Proposers claiming the DVBE incentive must complete and return the Disabled Veteran Business Declarations (DGS PD 843) (link provided in the Required Forms section of this document).

The Contractor shall report and certify DVBE subcontractor payments to CalRecycle by completing and submitting an accurate Prime Contractor's Certification – DVBE Subcontracting Report STD 817 upon contract completion. CalRecycle will withhold \$10,000 from the final payment, or the full final payment if less than \$10,000, until the Contractor complies with the reporting and certification requirements above. A Contractor that fails to comply with the reporting and certification requirement shall, after written notice, be allowed to cure the defect. Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of notice, the prime contractor refuses to comply with the certification requirements, CalRecycle shall permanently deduct \$10,000 from the final payment, or the full payment if less than \$10,000.

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

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:

1. Five percent (5%) and above participation level = bid will receive five percent (5%) incentive calculation.
2. Four percent (4%) participation level = bid will receive two percent (2%) incentive calculation.
3. Three percent (3%) participation level = bid will receive one percent (1%) incentive calculation.

Certification must be provided by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS). Questions regarding certification should be directed to OSDC at (916) 375-4940.

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.

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 low price, the incentive is applied by reducing the bid price by the amount of incentive as computed from the lowest responsive and responsible bid price. The computation is for evaluation purposes only. Application of the incentive shall not displace an award to a small business with a non-small business.

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. For information on locating DVBE resources please go to the following website: [CA SB/DVBE Outreach](#) .

If awarded, the Proposer who has made a commitment to achieve disabled veteran business enterprise (DVBE) participation, must within 60 days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in this agreement) certify in a report to CalRecycle (1) the total amount the prime

contractor received under the contract; (2) the name and address of the DVBE(s) that participated in the performance of the contract; (3) the amount each DVBE received from the prime contractor; (4) that all payments under the contract have been made to the DVBE(s); and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation (Military & Veterans Code (M&VC) § 999.5(d)). Refer to Attachment B to fulfill this requirement.

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 B) to fulfill this requirement.

SB/DVBE Resources

The following may be used to locate DVBE Suppliers:

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 provides the optional TACPA preference for TACPA qualified Proposers. Proposers are not required to apply for this preference. Denial of the TACPA preference request is not a basis for rejection of the Proposal.

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

The TACPA workplace and workforce preferences will be evaluated for this solicitation. California-based companies seeking TACPA preferences will need to complete and submit preference request forms with the bid/offer. The following webpage contains required preference request forms and an interactive map to determine if a business is located within a TACPA qualified zone: [Request a Target Area Contract Preference](#).

Proposers seeking to obtain a TACPA preference must complete and submit the TACPA Preference Request, STD. 830, and DGS/PD 526 with their Proposal. The STD. 830 and DGS/PD 526 are available to download at the link provided above.

Maximum Combined Preferences and Rules for Award

In combination with any other preferences (TACPA, SB, or DVBE participation) 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

Overview

The Cost Proposal shall be submitted in a separate, sealed envelope by the due date identified in the Schedule of Section I.

The envelope shall read “Cost Proposal -Do Not Open”.

Cost Breakdown

The Cost Proposal Sheet (Attachment C) must be completed, specifying the total cost and including detailed project costs and subcontractor commitments, identified by each task and dollar amount. The awarded Proposer’s invoices shall be itemized as shown in the submitted Cost Proposal Sheet.

With the exception of travel expenses, the cost of food and beverage purchases is not reimbursable. All travel must be itemized in the Cost Proposal Sheet, under Column 5. For further travel information read the following section, Travel and Per Diem.

Personnel roles, rates, hours and totals and Fringe Benefits, Operating Expenses, Travel Expenses, Overhead, Other, and Dollar Total information must be entered for cost tracking purposes for each Task. Additionally, the following per task cost parameters and detail requirements must be met to receive compensation in support of the Pay-per-Deliverable payment structure (Appendix, Table 1) of the Sample Standard Agreement, provided below as well.

Tasks	Payment Structure
<p>Task 1 - Preparation for Kickoff Meeting and Project Kickoff Meeting with CalRecycle</p> <p>A meeting is considered “complete” only if:</p> <ul style="list-style-type: none"> • An agenda is provided with all of the required details as described in Task 1, and • Meeting notes are submitted as described in Task 1. <p>A meeting is considered “incomplete” if either of the above two conditions are not met.</p>	<p>The Contractor’s compensation for this deliverable, includes all work performed as part of Task 1.</p> <p>The Contractor must indicate the cost for the kickoff meeting and associated deliverables in their proposal (\$/meeting).</p>
<p>Task 2 – Monthly meetings with CalRecycle</p>	<ul style="list-style-type: none"> • For a “complete” meeting, 100 percent of the proposed task costs will be paid.

Tasks	Payment Structure
<p>A meeting is considered “complete” only if:</p> <ul style="list-style-type: none"> • An agenda is provided with all the required details as described in Task 2, and • Meeting minutes are submitted as described in Task 2. <p>A meeting is considered “incomplete” if either of the above two conditions are not met before the next meeting.</p>	<ul style="list-style-type: none"> • For an “incomplete” meeting and deliverables, the Contractor’s remedial options are as follows: <ul style="list-style-type: none"> ○ Correct all identified issues and resubmit the deliverables within seven (7) calendar days of receiving notice of an issue from CalRecycle (beyond the specified time requirements in Task 2). If approved, the corrected data is eligible for 95 percent of the per-sample price and the Contractor shall be instructed to invoice CalRecycle accordingly. ○ If data is corrected and resubmitted more than seven (7) calendar days after CalRecycle’s initial notice, and with more than thirty (30) calendar days before the contract ends, the corrected data is eligible for 90 percent of the of the per-sample price and the Contractor shall be instructed to invoice CalRecycle accordingly. CalRecycle may take up to fourteen (14) calendar days to review resubmitted data. ○ If data is corrected and resubmitted at or less than thirty (30) calendar days before the contract ends, it will be deemed “incomplete” and is not eligible for payment. • If deliverables are not resubmitted, it will be deemed “incomplete” and is not eligible for payment. • Zero (0) percent will be paid for any meetings that are not “complete” as defined. <p>The Contractor’s compensation for this deliverable, includes all work performed as part of Task 2.</p> <p>The Contractor must indicate the cost for a single meeting and associated deliverables in their proposal (\$/meeting).</p>
<p>Task 3 - Coordinating, Determining, and Submitting Field Schedules</p>	<ul style="list-style-type: none"> • For a “complete” schedule, 100 percent of the proposed tasks costs per field season will be paid.

Tasks	Payment Structure
<p>A schedule is considered complete if:</p> <ul style="list-style-type: none"> • A preliminary schedule and start-up tasks as required per Task 3.D is submitted no fewer than fourteen (14) calendar days prior to each field season, and • A final schedule and start-up tasks as required per Task 3.F is submitted seven (7) calendar days prior to the start of each field season. <p>A schedule is considered “incomplete” if either of the two of the conditions are not met before the start of either field season.</p>	<ul style="list-style-type: none"> • For a “complete” schedule that occurs after the specified time requirements as outlined in Task 3, if approved, only 95 percent of the proposed task costs will be paid. • Zero (0) percent will be paid for any submitted schedules that are not “complete” as defined. <p>The Contractor must indicate the cost of this deliverable in their proposal. (\$/preliminary and final field schedule by sampling season).</p>
<p><i>Task 4 & Task 5</i> Task 4: Perform Field Sampling and Sorting at MRFs</p> <p>Task 5 - Data Collection, Data Entry, Quality Assurance/Quality Control, and Submittal of Field Data</p> <p>A sample is considered “complete” only if it meets all of the criteria below and as outlined in Task 5. If a single item from the list below is omitted or not as specified in the contract, the sample will be considered “incomplete”.</p> <ul style="list-style-type: none"> • If material is hand-sorted, weight is at least 125 pounds or approved alternative weight. • If material is visually characterized and consists of preapproved materials that have been accumulated for a proposed amount of time. <p>For all characterizations:</p> <ul style="list-style-type: none"> • Digital image requirements are met as specified in Task 4. 	<ul style="list-style-type: none"> • 100 percent if a sample is deemed “complete” by the CalRecycle Contract Manager. • If a sample is deemed “incomplete” by the CalRecycle Contract Manager, then the Contractor’s remedial options are as follows: <ul style="list-style-type: none"> ○ Correct all identified issues and resubmit the data within seven (7) calendar days of receiving notice of an issue from CalRecycle. If approved, the corrected data is eligible for 100 percent of the per-sample price and the Contractor shall be instructed to invoice CalRecycle accordingly. ○ If data is corrected and resubmitted more than seven (7) calendar days after CalRecycle’s initial notice, and with more than thirty (30) calendar days before the contract ends, the corrected data is eligible for 95 percent of the per-sample price and the Contractor shall be instructed to invoice CalRecycle accordingly. CalRecycle may take up to fourteen (14) calendar days to review resubmitted data.

Tasks	Payment Structure
<ul style="list-style-type: none"> • All data have passed the QA/QC per the Contractor’s methodology. • All data and information acquired and submitted to CalRecycle via the secure shared drive, as outlined in Task 4 and 5. Any methodology deviations are noted as identified in Task 4.G. • All of the above criteria were executed within 7 calendar days after the end of a sampling week. 	<ul style="list-style-type: none"> ○ If data is corrected and resubmitted at or less than thirty (30) calendar days before the contract ends, it will be deemed “incomplete” and is not eligible for payment. ○ If data is not resubmitted, it will be deemed “incomplete” and is not eligible for payment. <p>The Contractor must indicate the cost of this deliverable in their proposal. (\$/sample).</p>
<p>Task 6 – Submit Weekly Field Reports</p> <p>A report is considered “complete” only if:</p> <ul style="list-style-type: none"> • All data, digital images, and information is provided as described in Task 6, and • <u>Includes</u> the upcoming final field schedule/sampling plan as described in Task 6. <p>A report is considered “incomplete” if either of the above two conditions are not met.</p>	<ul style="list-style-type: none"> • For submission of Weekly Progress Reports submitted within seven (7) calendar days after the end of the preceding sampling week and is deemed “complete” by the CalRecycle Contract Manager, 100 percent of the proposed task costs will be paid. • If a Weekly Progress Report is submitted <u>without</u> the upcoming final field schedule/sampling plan, the report shall be deemed “incomplete” by the CalRecycle Contract Manager and is not eligible for payment. • If a Weekly Progress Report is submitted after seven (7) calendar days after the preceding sampling week and includes the upcoming final field schedule/sampling plan, then is deemed “incomplete” by the CalRecycle Contract Manager. The Contractor’s remedial options are as follows: <ul style="list-style-type: none"> ○ Correct all identified issues and resubmit the report within seven (7) calendar days of receiving notice of an issue from CalRecycle. If approved, the corrected data is eligible for 100 percent of the per-sample price and the Contractor shall be instructed to invoice CalRecycle accordingly. ○ If data is corrected and resubmitted more than seven (7) calendar days after CalRecycle’s initial notice, and with more than thirty (30) calendar

Tasks	Payment Structure
	<p>days before the contract ends, the corrected data is eligible for 95 percent of the per-sample price and the Contractor shall be instructed to invoice CalRecycle accordingly. CalRecycle may take up to fourteen (14) calendar days to review submitted data.</p> <ul style="list-style-type: none"> ○ If the report is corrected and resubmitted at or less than thirty (30) calendar days before the contract ends, it will be deemed “incomplete” and is not eligible for payment. <p>If the report is not resubmitted, it will be deemed “incomplete” and is not eligible for payment.</p> <p>The Contractor must indicate the cost of this deliverable in their proposal. (\$/weekly report).</p>

The costs identified in the Cost Proposal Sheet 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 the Cost Proposal Sheet and if the Proposer inserts a \$0, Proposer shall explain on the Cost Proposal Sheet 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 and following the Pay-per-Deliverable payment structure will be grounds for disqualification.

The Cost Proposal sheet is a self-contained document for purposes of calculating the lowest cost for the services and evaluating whether all cost information required by the RFP has been submitted. Therefore, all information (such as explanations of \$0 instead of itemized costs) shall be included on the Cost Proposal sheet. Reference by incorporation to the Proposal is not acceptable.

CalRecycle may, at its sole option, correct discrepancies, and arithmetic errors.

The amounts identified in the Cost Proposal Sheet may not be changed and will remain in effect for the life of the Agreement.

Travel and Per Diem

All travel shall be pre-approved by the Contract Manager. Only the least costly travel method (for example, personal car, rental car, or air travel) will be reimbursed. When

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

- Lodging (receipts required) per day:

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

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

Napa, Riverside, and Sacramento Counties:

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

Marin:

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 \$0.665 per mile; however, fuel will not be reimbursed if a personal vehicle is used.

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

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 Selection Committee for Evaluation.

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), if any, 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, raters 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 need's, 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, capability and/or commitment to exceed regular service needs (i.e., enhanced features, approaches, or methods; creative or innovative business solutions).

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

- It is received after the due date and time for submittal.
- The Cost Proposal submittal is unsigned.
- The Cost Proposal 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 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.

Public Cost Opening

CalRecycle will hold a public cost opening on the date and time listed in the Process Schedule via live webcast. All responsive responsible Proposers meeting all of the RFP requirements will have their sealed cost envelope opened and recorded. Attendance may be in person or virtually.

The webcast link for the Public Cost Opening can be accessed at <https://video.calepa.ca.gov/>. The meeting title will be listed as 2023 Material Recovery Facility (MRF) Recyclable Material Study, DRR22056 and will be available one hour before the scheduled Public Cost Opening.

Award of Agreement

The award of this Agreement will be to the lowest responsive responsible Proposer meeting all of the RFP requirements.

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

CalRecycle reserves the right to not award an Agreement.

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 <https://www.calrecycle.ca.gov/contracts/forms> 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 Agreement 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 Agreement 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 shall be filed after the notice of intent to award the contract, but before the actual award.

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

The Agreement will not be awarded until a decision has been made on the filed protest.

The protest documents should be sent via registered mail to the following three 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

- 2) 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
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)

Agreement

The written Agreement covering performance of the work and furnishing of labor, materials, tools, and equipment in providing the work. The Agreement shall include the RFP, Proposal, general and specific terms and conditions, Work Orders, and supplemental Agreements which may be required to complete the work in a substantial and acceptable manner.

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 Agreement with CalRecycle to provide work pursuant to this RFP or his or their legal representatives

Contract

A legally binding Agreement between the state & another entity, public or private, for the provision of goods or services

Contract Manager

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

Contractor

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

Cost Proposal Opening

A public meeting, where the costs bid by a Proposer on an advertised project, are opened and a determination is made as to the apparent low bidder.

Director

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

Disabled Veteran Business Enterprise (DVBE Certified)

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

Legal Holiday

Those days designated as State holidays in the Government Code.

Project Manager

Contractor's representative for all work performed under this Agreement. All official correspondence, reports, submittals, billings, and other work done under this Agreement shall be reviewed and signed by the Project Manager prior to submittal to 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 Agreement to the same extent as if set forth herein in full.

Subcontractor

A person or entity which contracts with the Contractor to perform all or a portion of the work as specified in the Scope of Work.

Section VII Required Forms

This section contains both required forms and links to additional required forms that shall be completed and submitted. Proposers are advised that this is not an inclusive list of supporting documentation that must be submitted. As a courtesy, a checklist of required items is provided in the Attachments section of this document.

Client References

Contractor Status Form

Bidder Declaration Form

Contractor Certification Clauses

Iran Contracting Act Certification

Darfur Contracting Act Certification

California Civil Rights Laws Certification

Disabled Veteran Business Enterprises Declarations (DGS PD 843)

Client References

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

FIRM’S / SUBCONTRACTOR’S NAME:

REFERENCE 1			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Cost of Service	
Brief Description of Service Provided			

REFERENCE 2			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Cost of Service	
Brief Description of Service Provided			

REFERENCE 3

Name of Firm

Street Address City State Zip Code

Contact Person Telephone Number

Dates of Service Cost of Service

Brief Description of Service Provided

If three references cannot be provided, explain why:

Blank lines for providing an explanation if three references cannot be provided.

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/micro business? YES – Attach approval letter from Office of Small Business Certification and Resources
 NO

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

NOTE: THIS FORM MUST BE COMPLETED OR YOUR BID MAY BE REJECTED

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

Bidder Declaration

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

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

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

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

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

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

Disabled Veteran Business Enterprise Declarations

Bidder must complete the Disabled Veteran Business Enterprise Declarations (DGS PD 843) form available at : https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd_843.pdf to fulfill the DVBE Declaration requirement. List all Disabled Veteran Business Enterprise (DVBE) Subcontractor firms involved with this contract that will provide materials, supplies, services, or equipment {Military and Veterans Code Section 999.2}.

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

Contractor Certification Clauses (CCC 04/2017)

Bidders must complete and submit CCC's included by reference and available for download at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

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

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

Iran Contracting Act (PCC 2202-2208)

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

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

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

Darfur Contracting Act

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

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

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

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

California Civil Rights Laws Certification

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

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

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

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

Attachments

Attachment A - Small Business Subcontractor Payment Certification

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

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

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

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

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

Printed Name		Signature:	
Title:		Report Date:	

Attachment B - Disabled Veteran Business Subcontractor Payment Certification

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

Attachment C - Cost Proposal Sheet
2023 Material Recovery Facility (MRF) Recyclable Material Study
DRR22056

Complete this form and submit the original in accordance with the requirements of this RFP. Enter rates for personnel services and other columns for cost tracking purposes only.

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

Tasks 1-3 and Task 6 will be compensated at the Pay-per-Deliverable cost and Tasks 4 and Task 5 will be compensated at the Per Sample Cost identified below in the resulting contract.

Cost will be evaluated based on the cumulative total of all 6 tasks per the Pay-per-Deliverable payment structure.

Contractor/Company Name: _____

Task #	Personnel Services:				Fringe Benefits	Operating Expenses	Travel Expenses	Overhead	Other	Dollar Total
	(Do not include travel or overhead) estimated # of hours needed for contract services multiplied by the individual or position rates per hour. (Include name/position title and hours)				(Identify fringe benefit costs citing actual benefits or as a percentage of personal services costs)	(Operating expenses related to the services provided in this Agreement, including rent and supplies, as applicable)	(Include travel expenses and per diem. Rates are set at the rate specified by CalHR for excluded employees)	(This information shall be provided)	(any other specific breakdown required to sufficiently explain the budget costs)	by Task (except for Tasks 4 & 5 which is per sample)
	Name / Position	\$/Hr	Hrs.	Total \$						
	Task 1 - Preparation for Kickoff Meeting, Project Kickoff Meeting with CalRecycle, and Finalizing Sampling Plan and Materials List									
1										
1										
1										
1										
	(A) Task 1 Pay Per Deliverable Cost									\$0.00

2	Task 2 – Monthly Meetings with CalRecycle									
2										
2										
2										
2										
2	Task 2 Pay Per Deliverable Cost									\$0.00
	Assume a total of 14 Monthly Meetings									14
	(B) Task 2 Subtotal (Pay Per Deliverable Cost) * (Number of Monthly Meetings)									\$0.00
3	Task 3 – Coordinating, Determining, and Submitting Field Schedules									
3										
3										
3										
3										
	Task 3 Pay Per Deliverable Cost									\$0.00
	Assume submitting a total of 4 Schedules									4
	(C) Task 3 Subtotal (Pay Per Deliverable Cost) * (Number of Schedules)									\$0.00
	Number of samples proposed									
4	Task 4 – Perform Field Sampling and Sorting at MRFs									
4										
4										
4										
4										
	Task 4 Subtotal									\$0.00
5	Task 5 – Data Collection, Data Entry, Quality Assurance/Quality Control (QA/QC), and Submittal of Field Data									
5										
5										
5										
5										
	Task 5 Subtotal									\$0.00
	Tasks 4 and 5 (Task 4 Subtotal + Task 5 Subtotal)									\$0.00

	Per Sample Cost ((Tasks 4 and 5) divided by (Number of Samples Proposed))									\$0.00
	(D) Evaluation Purposes ONLY Compute Tasks 4 and 5 (Per Sample Cost) * (Number of Samples Proposed)									\$0.00
	Task 6 - Submittal of Weekly Field Reports									
6										
6										
6										
6										
	Task 6 Pay Per Deliverable Cost									\$0.00
	Assume preparing a total of 37 Weekly Field Reports									37
	(E) Task 6 Subtotal (Pay Per Deliverable Cost) * (Field Reports)									\$0.00
				Personnel Services	Fringe Benefits	Operating Expenses	Travel Expenses	Overhead	Other	
	(Column \$ Totals)			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
The Grand Total below will be used for evaluation purposes:										
	(A) Task 1 Pay Per Deliverable Cost									\$0.00
	(B) Task 2 Subtotal (Pay Per Deliverable Cost) * (Number of Monthly Meetings)									\$0.00
	(C) Task 3 Subtotal (Pay Per Deliverable Cost) * (Number of Schedules)									\$0.00
	(D) Evaluation Purposes ONLY Compute Tasks 4 and 5 (Per Sample Cost) * (Number of Samples Proposed)									\$0.00
	(E) Task 6 Subtotal (Pay Per Deliverable Cost) * (Field Reports)									\$0.00
	Grand Total									\$0.00

Acknowledgement/Authorization

The undersigned acknowledges the submittal of this Proposal constitutes an irrevocable offer for a ninety (90) day period for 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 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.

Contractor Name: _____ Address: _____

Telephone #: _____ City, State, Zip: _____

Name & Title of Authorized Representative: _____ Email: _____

Signature of Authorized Representative: _____ Date Signed: _____

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

Attachment D - Proposal Scoring Sheet
2023 Material Recovery Facility (MRF) Recyclable Material Study
DRR22056

Contractor/Company Name: _____

To advance to the cost opening, the Proposer MUST achieve a minimum of 25 out of 36 Experience points and 48 out of 66 Methodology points.

Category	MULTIPLIER	Score								
A. Experience (36 pts. max.)										
1) Project Manager demonstrates experience in and knowledge of implementing a study design, leading large, complex, multi-site characterization studies, and adaptability to unforeseen circumstances. (3 pts)	3									
2) Key members of the project team demonstrate professional experience in conducting successful waste or material characterization studies, including broad experience implementing a study design, leading large, complex, multi-site characterization studies. (3 pts)	3									
3) Key members of the project team demonstrate knowledge of California's recycling infrastructure, handling, and processing systems, as relevant to the study objectives, including experience working in various parts of the state and/or with the suite of facility types and operators. (3 pts)	1									
4) All field supervisors and majority of sorters have field experience with sampling, sorting, QA/QC protocols, health and safety protocols, coordinating with large volume transfer/processing facilities and MRFs, and data collection. (3 pts.)	2									
5) Project Manager and key members of the team must demonstrate (through reference checks conducted by CalRecycle) that they have successfully completed contractual requirements for past contracts (3 pts), for example: 1. Collection and characterization of the proposed sample numbers 2. Successful implementation of Health and Safety Measures 3. Demonstrated a robust QA/QC implementation 4. Demonstrated robust communication between the Contractor and the Client	3									
B. Methodology (66 pts. max.)										
1) PROPOSED SAMPLE NUMBER: The proposed number of samples to collect and characterize for the entire study. (3 pts.) <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th># Of Samples</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>300-500</td> <td>1</td> </tr> <tr> <td>500 to 700</td> <td>2</td> </tr> <tr> <td>≥700</td> <td>3</td> </tr> </tbody> </table>	# Of Samples	Score	300-500	1	500 to 700	2	≥700	3	3	
# Of Samples	Score									
300-500	1									
500 to 700	2									
≥700	3									
(2) JUSTIFICATION FOR THE PROPOSED SAMPLE NUMBER: The Proposal must provide a detailed justification why the proposed number of samples is adequate to result in data representative of the facilities sampled (e.g. prior experience, literature review, statistical analyses). Additionally, the Contractor must describe how the samples (either hand-sort or visual characterization) will be collected or assessed. If visual sorts are proposed, the type of material outflows to be visually assessed and includes justification based on how the	3									

material will be assessed for representation of the facility, how volume-to-weight measurements, and why the selected outflows are appropriate for visual assessment (3 pts)		
3) SAMPLE COLLECTION AND CHARACTERIZATION METHODOLOGY: The Proposal provides a methodology for sample collection and characterization that is appropriate and sufficient to meet the objectives of the contract, including: (3 pts) 1. Proposed sample weight (if different than 125-pounds) with justification why the proposed weight is appropriate for this study to ensure that the collected samples at a facility represent the facility as whole. 2. Proposed sample selection method that provides strong justification on how samples will be representative of what material are recovered at a processing facility, does not introduce bias, and how adequate sample weights will be achieved. 3. Proposed plan for how the Contractor will collect background information (e.g. source sector, final destination) on the material sampled as described in Task 4.	3	
4) MATERIAL TYPES AND FORMS LIST ANALYSIS AND FEEDBACK: The Proposal describes any proposed changes to the Material Types and Forms List and Definitions by Category (Appendix, Table 4) and provides clear reasoning explaining why the changes are necessary and why they will accomplish the objective of the study. (3 pts)	1	
5) PROJECT STAFFING, ROLES, AND TRAINING: The Proposal describes how the Project Manager will staff the project including roles, responsibilities, numbers of staff and supervisors and how the staff will be given the appropriate training to sufficiently accomplish the objective of the study. (3 pts)	2	
6) PROJECT TIMELINE: The Proposal addresses how the Project Manager will execute the tentative timeline of work, including: start-up tasks, logistical arrangements, training, travel, set-up, sample collection/sorting, data entry, data quality control, and delivery of final data sets to CalRecycle. (3 pts)	2	
7) SAMPLING SITE LOGISTICS: The Proposal describes how the members of the project team will coordinate logistics and field schedules with processing facilities, and how the project fieldwork timeline will be maintained. (3 pts)	2	
8) PERFORM FIELDWORK/FIELD SAMPLING AND SORTING AT PROCESSING FACILITIES: The Proposal describes how the project team will satisfactorily accomplish the objectives in Task 4 regarding: (3 pts) 1. Sample Collection 2. Equipment 3. Sample Weight 4. Sample Characterization 5. Methodology Deviation 6. Digital Images	3	
9) COMPLETE DATA: The Proposal provides: (3 pts) 1. A satisfactorily detailed explanation of how field data will be collected; 2. A detailed methodology for QA/QC of field data that addresses why the proposed methodology is appropriate for the data that will be collected and how the methodology will be executed; 3. A description how the required data will be submitted to CalRecycle; and	3	

4. A description of how discrepancies in the data identified by the Contractor or CalRecycle will be addressed as outlined in Tasks 5 & 6.		
Total Score		

Attachment E - Sample Standard Agreement

STATE OF CALIFORNIA-DEPARTMENT OF GENERAL SERVICES STANDARD AGREEMENT STD 213 (Rev. 04/2020)	AGREEMENT NUMBER DRR22056	PURCHASING AUTHORITY NUMBER (If Applicable)
---	------------------------------	---

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME:
Department of Resources Recycling and Recovery

CONTRACTOR NAME:
TBD

2. The term of this Agreement is:

START DATE:
June 1, 2023 or Upon Approval, whichever is later

THROUGH DATE:
July 30, 2024

3. The maximum amount of this Agreement is:
\$600,000.00 (Six hundred thousand dollars and zero cents)

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	
Exhibit B	Budget Detail and Payment Provisions	
Exhibit B-1	Cost Sheet	TBD
Exhibit C*	General Terms and Conditions	Online
Exhibit D	Special Terms and Conditions	
	Attachment 1, Recycled Content Certification	
Exhibit E**	Request for Proposals (RFP), DRR22056	
Exhibit F**	Proposal from TBD, in response to RFP, DRR22056 Items shown with double asterisks (**), are hereby incorporated by reference and made part of this agreement as if attached hereto.	

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
TBD

CONTRACTOR BUSINESS ADDRESS:	CITY	STATE	ZIP
------------------------------	------	-------	-----

PRINTED NAME OF PERSON SIGNING	TITLE
--------------------------------	-------

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
---------------------------------	-------------

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

AGREEMENT
NUMBER
DRR22056

PURCHASING AUTHORITY
NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Resources Recycling and Recovery

CONTRACTING AGENCY ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING
Brandy Hunt

TITLE
Deputy Director, Administration

CONTRACTING AGENCY AUTHORIZED
SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL
SERVICES APPROVAL

EXEMPTION (If Applicable)

EXHIBIT A**SCOPE OF WORK**

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

CalRecycle Contract ManagerTBD

Name: Audrey Vorametsanti

Name:

Phone: (916) 323-0034

Phone: () -

Email: audrey.vorametsanti@calrecycle.ca.gov

Email: @

Direct all Agreement inquiries to:

CalRecycle Contract AnalystTBD

Contracts Unit

Attention: Felix Valencia

Attention:

Address: 1001 I St., MS 19-A

Address:

Sacramento, CA 95814

Phone: (916) 341-6779

Phone: () -

Email: felix.valencia@calrecycle.ca.gov

Email: @

3. Background

Senate Bill (SB) 343 (Allen, Chapter 507, Statutes of 2021) establishes that the Department of Resources Recycling and Recovery (CalRecycle) must conduct and publish a “characterization study of material types and forms that are collected, sorted, sold, or transferred by solid waste facilities deemed appropriate by the department for inclusion in the study.” This study is only focused on the processing of traditional recyclables (glass, plastic, paper, and metal), items that may have a chasing arrow symbol, and items with labeling that otherwise directs a consumer to recycle that material. This study will focus on selected Large Volume Transfer or Processing Facilities (Appendix, Table 2) in California. This study specifically excludes organics (i.e., compostable material) and CDI (Construction, Demolition, and Inert) processing lines.

4. Work to be Performed

- A. The Contractor shall conduct material characterization research at material recovery facilities (MRFs) in California to gather data on whether a product or packaging is collected and processed for recycling.
- B. The Contractor shall determine which types and forms of material are sorted, baled, sold, or transferred by processing facilities (e.g., MRFs) throughout California,
- C. The Contractor shall sample and sort aggregated and processed materials at selected facilities. Here, aggregated and processed material means: material immediately prior to baling, baled material, or material otherwise completely prepared for sale or transfer to a broker, reclaiming facility, or other user (other than disposal). For clarification, the sampled material shall be characterized at a point where it is not subject to additional

processing at the study facility and is in final stages/preparation for sale or transfer off-site.

- D. The Contractor shall conduct the majority of the material characterization by hand sort. When a strong justification is provided in the proposal (e.g., safety), the Contractor may visually characterize samples upon receiving CalRecycle's approval.
- E. The Contractor shall collect representative samples of the aggregated and processed material at each selected facility.

5. General Requirements

- A. The Contractor shall complete all tasks identified within the required timeframe and to the specifications of the Sampling Plan to successfully satisfy the terms of the Contract.
- B. CalRecycle shall provide the draft Sampling Plan to the Contractor within five (5) days of contract execution and the Sampling Plan will be jointly finalized as outlined in Task 1, below.
- C. This is a "Pay-per-Deliverable" contract. Individual deliverables, including samples, that do not meet the contractual requirements specified in the Contract will not be paid at full cost. The "Pay-per-Deliverable" structure is detailed in Appendix Table 1.
- D. The Contractor shall maintain open and consistent communication with CalRecycle's Contract Manager and other CalRecycle staff throughout the contract period. The Contract Manager shall establish a regular meeting schedule with the Contractor from the beginning of the Contract, as detailed in Task 2, below.

6. Tasks Identified

- A. The following apply to Tasks 1 through 6, below:
 - 1) The Contractor shall have a health and safety plan, implement health and safety measures, and conduct training.
 - 2) The Contractor shall comply with all local, state, and federal health and safety codes, regulations, and laws.
 - 3) The Contractor shall follow the Sampling Plan provided by CalRecycle, with refinement provided by the Contractor and finalized in concurrence with CalRecycle as part of Task 1, below. The Contractor shall communicate any feasibility concerns, alternate strategies, or deviations from the Sampling Plan to CalRecycle as specified throughout the Contract.
 - 4) The Contractor shall provide all equipment needed for fieldwork, including health and safety equipment. During the initial facility recruitment, CalRecycle shall determine if a loader/skid steer and driver are available on-site. If a loader/skid steer or similar equipment and a certified driver are not available and are needed for sampling, then the Contractor shall arrange to rent a loader/skid steer or similar equipment and provide a certified driver. In the Contractor's proposal, must include a rental cost for use of a loader/skid steer for approximately two facilities.
- B. **Task 1 - Preparation for Kickoff Meeting, Project Kickoff Meeting with CalRecycle, and Finalizing Sampling Plan and Materials List**
 - 1) Within five (5) calendar days of contract execution, CalRecycle shall provide to the Contractor, by email, (1) a draft Material Types and Forms List, (2) the Data

Submission Form as an Excel Data Sheet, (3) Weekly Sampling Report Template, and (4) proposed Sampling Plan, including proposed facilities to be sampled.

- 2) MATERIAL TYPES AND FORMS LIST: This is the list of categories that sampled material shall be sorted into by the Contractor. The list includes overarching categories by material (e.g., glass, metal), a name and description for each sorting category of similar material types and forms, and examples of specific item types that are included and excluded in each. The material categories are intended to reach at least the granularity of standard material sorting at Study Facilities (the facilities recruited for the study). The granularity of this list may exceed the granularity of sorting at some facilities. The preliminary Material Types and Forms List is provided in the Appendix, Table 4.
- 3) SAMPLING PLAN: The Sampling Plan is the proposed study design to facilitate data collection, which will include a list of recruited facilities to be sampled, a list of suggested sampling points at each MRF by material outflow, as well as basic facility information. The proposed Sampling Plan shall be reviewed by CalRecycle staff and shall be finalized in coordination with the Contractor after the kickoff meeting. The Sampling Plan shall include the following:
 - a. List of facility visits for field sampling, which may be split into two field seasons:
 - i. Each field season will sample at least one facility per region, with a majority of the sampling occurring in the San Francisco Bay Area, Central Valley, and Los Angeles and San Diego Basins (see list of regions in Appendix Table 3, below). The study will likely sample 23-30 facilities in total.
 - ii. Field season 1 shall start no sooner than July 1, 2023 and end by September 15, 2023. Field season 1 shall include sampling at a minimum of ten (10) facilities.
 - iii. Field season 2 shall start no sooner than October 1, 2023 and end by March 8, 2024. Field season 2 shall include sampling at the remaining facilities not sampled during Field season 1.
 - iv. If all sampling agreed to within the Sampling Plan is completed prior to the end of field season 1 (September 15, 2023), then a second field season is not required.
 - v. The field sampling information shall incorporate methodology determined by the Contractor, and approved by CalRecycle.
 - b. The list of recruited facilities for the study (Study Facilities) for each field season. This list will be a subset selected from the List of Large Volume Processing Facilities (Appendix, Table 2). CalRecycle anticipates that the total number of study facilities will be a minimum of 23 and no more than 30. This list will include contact information for each facility.
 - i. CalRecycle shall determine the list of Study Facilities.
 - ii. CalRecycle shall perform the initial recruitment of each facility. Alternate facilities will be provided by CalRecycle as needed.
 - iii. Facilities will primarily be recruited from the following regions of California: San Francisco Bay Area, Central Valley, Los Angeles and San Diego Basins, Coastal, Mountain. For further information, see Appendix Table 3.

- c. A list of baled or processed materials sold by each recruited Study Facility.
 - i. The list of baled or processed materials sold shall be provided by CalRecycle, and verified by the Contractor with each facility.
 - d. Sample allocation for each Study Facility, including target number of samples per facility, number and types of outflows for sampling, and a list of suggested sampling points at each facility by material outflow. CalRecycle anticipates 10-20 outflows per facility may qualify for sampling. No more than 20 outflows shall be sampled per facility.
 - i. Sample allocation will include projections of samples characterized by hand sort and by visual characterization. Outflow categories for visual characterization will be determined based on the Contractor's proposal.
 - ii. Sample allocation shall be proposed by the Contractor and confirmed by CalRecycle.
 - e. Methodology for the collection of representative samples within facilities, within outflows, and within bales or other aggregations of material.
 - i. CalRecycle shall provide methodology for representative sampling of the state and regions according to the Sampling Plan. CalRecycle shall not provide methodology for representative sampling of each facility.
 - ii. In their proposal, the Contractor shall provide a methodology for collection of representative samples within facilities, outflows, and bales or other aggregated and processed material. The methodology section of the final Sampling Plan shall be based on the Contractor's proposal, with revisions made in collaboration with CalRecycle.
 - f. Methodology for digital photography of all samples for the purpose of QA/QC, both hand sorted and visually characterized.
 - i. Digital photography methodology shall be proposed by the Contractor as described in Task 4, 10.H and confirmed by CalRecycle.
- 4) Within fifteen (15) calendar days of receiving the draft Material Types and Forms List and Sampling Plan, the Contractor shall review and be prepared to provide feedback to CalRecycle at the Project Kickoff Meeting (Task 1, 7.C below). This feedback is to include, at a minimum:
 - a. Any suggested modifications to the list of Study Facilities provided in the Sampling Plan.
 - b. Any suggested modifications to the Sampling Plan, including strategies to ensure representative sampling of the Study Facilities.
 - c. Any suggested modifications to the Material Types and Forms List.
 - d. Any concerns with the Sampling Plan.
 - 5) Within twenty (20) calendar days of the contract's execution, the Contractor shall meet with CalRecycle's Contract Manager and CalRecycle study team to review the contract, discuss logistical details, and make any necessary refinements to the proposed Material Types and Forms List and Sampling Plan.
 - 6) At the project kickoff meeting, CalRecycle's Contract Manager and staff shall discuss the following topics with the Contractor:
 - 7) Any proposed refinements to the Material Types and Forms List.

- 8) Any revisions to the Sampling Plan, such as Study Facility sampling points, materials that will be identified through methods other than hand sorting, or the methods ensuring that samples are representative of each Study Facility.
 - 9) Any other topics identified by CalRecycle or the Contractor.
 - 10) The Contractor shall work with the CalRecycle Contract Manager to determine whether the project kickoff meeting shall be held in person at CalRecycle's Sacramento office, or via the web or teleconference. If subsequent planning meetings are necessary, then the Contractor shall work with the Contract Manager to determine mutually agreeable dates and times.
 - 11) Within five (5) calendar days of the project kickoff meeting, the Contractor shall provide meeting notes and any proposed edits or refinements to the Material Types and Forms List and Sampling Plan based on the initial meeting.
 - 12) The Contract Manager shall review the submittal for Task 1, 7.F above, to ensure it accurately represents the agreed upon details and is consistent with both this request for proposal and with the Proposal. The Contract Manager shall respond within five (5) calendar days with any needed final edits to the proposed revisions.
 - 13) The Contractor shall make required changes, if any, and submit to the Contract Manager within five (5) calendar days of receiving the edits.
 - 14) The Contractor shall submit all meeting notes and deliverables as outlined above. If meeting notes and deliverables are not received by the CalRecycle Contract Manager within the dates described above (Task 1, 7.A-H), the CalRecycle Contract Manager shall notify the Contractor in writing that no work on subsequent tasks shall commence until Task 1 is complete. Then, the Contractor's remedial options are as follows:
 - a. The Contractor may submit the required deliverables within seven (7) calendar days of receiving the notice from CalRecycle (the notice shall be issued after the days described above in Task 1, 7.A-H). If approved, the submitted deliverable is eligible for 95 percent of the per-meeting price and the Contractor shall be instructed to invoice CalRecycle accordingly.
 - b. The Contractor may submit the required deliverables more than (7) calendar days after CalRecycle's notice (the notice shall be issued after the days described above in Task 1, 7.A-H), and no more than ninety (90) days after contract execution. If approved, the submitted deliverables are eligible for 90 percent of the per-meeting deliverable price and the Contractor shall be instructed to invoice CalRecycle accordingly.
 - c. CalRecycle may take up to fourteen (14) calendar days to review submitted deliverables that fall outside of the dates identified in Task 1, 7.A-H.
 - 15) No work shall commence on subsequent tasks without the Contract Manager's written approval of the Sampling Plan and the Material Types and Forms List.
- C. **Task 2** - Monthly Meetings with CalRecycle
- 1) The Contractor shall participate in monthly teleconference check-in meetings with CalRecycle, which will begin no later than forty-five (45) calendar days after the kickoff meeting. CalRecycle shall host the meetings. The meetings will be used to provide updates and discuss logistics, fieldwork, data, and any other relevant topics. The Contractor shall:

- a. At least seven (7) calendar days before the monthly meeting, submit to the Contract Manager a meeting agenda that includes topics to be discussed. The Contract Manager shall review the agenda and respond to the Contractor with any changes within two (2) calendar days of receipt.
- b. Within seven (7) calendar days after the occurrence of each monthly meeting, the Contractor shall provide written meeting minutes to the Contract Manager. The Contract Manager will review the meeting minutes and submit any changes to the Contractor within seven (7) calendar days. The Contractor shall make the identified changes and resubmit the meeting minutes to the Contract Manager within seven (7) calendar days.
- c. Submit all agenda and meeting notes as outlined above in Task 2, 8.A.1-2. If agenda and meeting notes are not received by the CalRecycle Contract Manager within the dates described above, the CalRecycle Contract Manager shall notify the Contractor in writing. Then, the Contractor's remedial options are as follows:
 - i. The Contractor may submit the required deliverables within seven (7) calendar days of receiving the notice from CalRecycle (the notice shall be issued after the days described above in Task 2, 8.A.1-2). If approved, the submitted deliverable is eligible for 95 percent of the per-meeting price and the Contractor shall be instructed to invoice CalRecycle accordingly.
 - ii. The Contractor may submit the required deliverables more than (7) calendar days after CalRecycle's initial notice (the notice shall be issued after the days described above in Task 2, 8.A.1-2), and with more than thirty (30) calendar days left before the contract ends. If approved, the submitted deliverables are eligible for 90 percent of the per-meeting deliverable price and the Contractor shall be instructed to invoice CalRecycle accordingly.
 - iii. CalRecycle may take up to fourteen (14) calendar days to review submitted deliverables that fall outside of the dates identified in Task 1, 7.A-H.
- d. The CalRecycle Contract Manager shall deem deliverables incomplete if they are submitted or not received at or less than thirty (30) calendar days before the contract's end date and are not eligible for any payment in accordance with the Pay-per-Deliverable Structure (Appendix, Table 1).
- e. Monthly meetings shall only be canceled or rescheduled upon mutual agreement between CalRecycle and the Contractor. The Contractor shall submit requests to cancel or reschedule monthly meetings to the Contract Manager via email at least ten (10) calendar days before the next scheduled monthly meeting.

D. Task 3 – Coordinating, Determining, and Submitting Field Schedules

- 1) The Contractor shall, with a Sampling Plan finalized in collaboration with CalRecycle, coordinate and conduct all field sampling for both field seasons. As stated in Task 1, above, no work shall commence on subsequent tasks without the Contract Manager's written approval of the Sampling Plan.
- 2) CalRecycle shall perform the initial recruitment of each facility and provide a list of recruited facilities as part of the Sampling Plan, as stated in Task 1, above.

- 3) The Contractor shall contact facilities to be sampled to coordinate logistics, including:
 - a. Scheduling of sample collection date(s).
 - b. Confirmation that health and safety requirements have been met.
 - c. Confirmation of availability of a loader/skid steer loader and certified/trained operator/driver, if needed.
 - d. Validation of elements of the Sampling Plan, including:
 - i. Inflow characteristics and other operational details important for the Contractor to get a representative sample.
 - ii. The list of aggregated and processed material outflows to sample.
- 4) Feasibility concerns from the Contractor or facility, including how to minimize impacts to the facility operations.
- 5) Investigation of other factors which may affect sampling.
- 6) No fewer than fourteen (14) calendar days prior to the start of each field season, the Contractor shall provide the Contract Manager with:
 - a. A tentative schedule for sampling, including:
 - i. The tentative schedule of sampling days expected at each Study Facility.
 - ii. The number of samples to be hand sorted and/or visually characterized at each facility, by outflow material category.
 - b. An overall schedule for fieldwork, describing start-up tasks, training of field staff, travel, set-up, and sorting days.
 - c. Proposed alternatives to address any elements that require modification from the Sampling Plan.
- 7) Within three (3) calendar days of receiving the tentative field schedule and start-up tasks (Task 3), the CalRecycle Contract Manager shall review the submittal, and identify any concerns. CalRecycle shall provide the requested additional information from Task 3, 9.D.3 if available, within seven (7) calendar days of receiving the notification.
- 8) Within seven (7) calendar days prior to the start of each field season, the Contractor shall provide the CalRecycle Contract Manager with:
 - a. The final schedule for sampling including:
 - i. Study Facility locations.
 - ii. The final number of sampling days expected at each facility.
 - iii. The number of samples to be hand sorted and/or visually characterized at each facility, by outflow material category.
 - b. A finalized overall schedule describing start-up tasks, training of field staff, travel, set-up, and sorting days.
- 9) If the Contractor identifies a circumstance that will negatively impact the field schedule, the Contractor shall notify the Contract Manager by email within two (2) calendar days. If the impact creates the need for replacement facilities, then the CalRecycle Contract Manager shall have up to five (5) calendar days to provide a response and ten (10) calendar days to provide a replacement facility for the Contractor.

10) The Contractor shall follow the agreed upon final coordination and logistical arrangements with each facility as described Task 4.

E. Task 4 - Perform Field Sampling and Sorting at MRFs

- 1) The Contractor shall apply the methodology accepted by CalRecycle as part of the Sampling Plan to collect a representative sample of material types and forms that are actively recovered at each Study Facility.
- 2) **EQUIPMENT:** The Contractor shall provide all equipment needed for fieldwork, including health and safety equipment. As described in Tasks Identified 6.4, above, if a loader and operator are not available on-site at a Study Facility, then the Contractor shall arrange to provide the equipment and a trained operator.
- 3) **SAMPLE COLLECTION:** The Contractor shall collect samples of material from bales, from aggregated and processed material immediately prior to baling, or from other groupings of material that have undergone final preparation for sale or transfer a broker, reclaiming facility, or other user (other than disposal).
- 4) **SAMPLE DEFINITION & WEIGHT:**
 - a. The Contractor shall conduct the material characterization by hand sort, unless CalRecycle and the Contractor mutually agree to visual characterization on specific aggregated and processed material outflows. The Contractor may propose in their proposal to visually characterize samples from a type of material outflow, with strong justification (see Task 4, 10.D.3 below). For the Pay-per-Deliverable pricing, a “sample” refers to a sample that is hand-sorted. Two visually characterized samples are equivalent to one hand-sorted sample; meaning two visually characterized samples shall be paid at the rate of one hand-sorted sample.
 - b. For material that is hand-sorted: A sample is defined as 125 pounds of material that has been aggregated and processed immediately prior to baling, baled material, or other final preparation for transfer off-site, intended for recycling, further reclamation, or other non-disposal use. Each sample shall meet the 125-pound sample weight and be representative of the target sampling point for that facility. If individual samples do not meet the target weight, then the Contractor shall collect additional material from the same source, and material shall be aggregated to reach the sample weight.
 - a. The Contractor may propose changes to the sample weight in their proposal, which must be approved by the CalRecycle Contract Manager in writing prior to the Contractor implementing the change. The Contractor’s proposed change must be accompanied by a detailed justification that includes:
 - i. Why the proposed alterations are science-based and data-driven.
 - ii. Peer-reviewed scientific articles, reports, or industry standards to support the alterations.
 - c. For material that is visually characterized: A sample for visual characterization is defined as selected materials that have accumulated for a set amount of time (to be proposed by the Contractor). Similar to samples for hand sorts, visual samples are comprised of material that has been aggregated and processed immediately prior to baling, baled material, or other final preparation for transfer off-site, intended for recycling, further reclamation, or other non-disposal use.

- d. The Contractor may provide in their proposal identified materials by outflow category (e.g., glass or expanded polystyrene) that may be appropriate for visual characterization, based on characteristics of that outflow that make it unsafe or otherwise not advisable to hand sort. For any material outflow where the Contractor proposes the visual characterization method instead of hand sorting, they shall provide the following in their proposal:
 - i. Why the proposed material outflow cannot or should not be sorted by hand (e.g., safety).
 - ii. Describe how they will ensure that the visually characterized samples will be representative of the target outflow or sampling point for that facility, including how long material will be aggregated to ensure the sample is representative.
 - iii. Describe how volume-to-weight measurements (density) and other measurements will be obtained to estimate weight (tons). Additionally, describe how the material will be visually characterized to determine percentage and weight by material categories in the Material Types and Forms List.
 - iv. Provide science-based and data-driven justification for the methods proposed in Task 4, 10.D.3.a.i to iii above, including descriptions of any expected uncertainty.
 - e. All proposed changes must be approved by the CalRecycle Contract Manager in writing prior to the Contractor implementing the change.
- 5) NUMBER OF REPLICATES, REPRESENTATIVE SAMPLES: The Contractor shall collect at least two replicates (two samples) of each aggregated and processed material outflow characterized per facility, per the Sampling Plan. In other words, for each material outflow at a facility (e.g., cardboard (OCC)) two samples shall be collected and sorted. Whenever possible within the sampling schedule, replicates should capture variation between distinct inflows or other known characteristics of the target outflow. CalRecycle anticipates 10-20 outflows per facility shall be sampled from, with no more than 20 outflows per facility. The Contractor shall collect samples that are representative of the target outflow or sampling point of that facility.
- 6) SAMPLE CHARACTERIZATION
 - a) HAND SORT CHARACTERIZATION
 - i. The Contractor shall hand sort samples into the individual material types per the finalized Material Types and Forms List for each facility except where visual characterizations were approved in advance by the CalRecycle Contract Manager in the Sampling Plan or by writing. For unforeseen circumstances requiring a visual characterization instead of a hand sort, see Task 4.F.2.b below.
 - ii. The Contractor shall sort all materials measuring 2 or more inches. If practical, the Contractor shall sort easily identifiable materials smaller than 2 inches and identify the materials within the corresponding Remainder/Composite material category on the Material Types and Forms List (Appendix, Table 4). The Contractor shall include unidentifiable materials smaller than 2 inches as Remainder/Composite Mixed Material.

- iii. The Contractor, in their proposal, shall provide a detailed explanation of how they will sort hard-to-identify materials (e.g., how they will identify plastics that do not have a resin code).
- iv. The Contractor shall record the weight of each sorted material category and total sample weight (in decimal pounds), using a scale that is accurate to within 0.1 pounds.

b) VISUAL CHARACTERIZATION:

- i. PRE-APPROVED MATERIAL OUTFLOWS: Certain aggregated and processed material outflows may be best studied by visual characterization, based on characteristics of the outflow that make it unsafe for physical handling (such as glass), the source of the material is known and homogenous (such as expanded polystyrene from a commercial source), or another strong justification for visual characterization instead of hand sorting. If the Contractor proposes that specific material outflows be visually characterized, and the proposal is approved by the CalRecycle Contract Manager, then the Contractor shall:
 - Sort the material based on the alternative method described in their proposal and agreed upon in the Sampling Plan.
 - Have two field staff independently conduct the visual characterization. These staff shall then discuss and agree on a final characterization result that gives the percentage of each material by type and form in the entire load. The percentage composition by material type and form shall be submitted to CalRecycle.
 - Collect and submit necessary data to provide estimated weights for each material sorting category. The Contractor shall propose a method to estimate weights of each material category from the Material Types and Forms List that is found to be present in the visually characterized material outflow.
 - Meet the digital photography requirements for visually characterized samples as outlined in Task 4, 10.H.
- ii. CASE-BY-CASE FOR UNFORSEEN CIRCUMSTANCES: If, while in the field, the Contractor identifies a material outflow or material aggregate that cannot be hand-sorted due to an unexpected or unforeseen event, then the Contractor shall follow the method deviation process described in Task 4, 10.G below.

For example: If it is unsafe for the Contractor to sort a portion of material within an aggregate, such as glass or other sharp hazards, then the unidentified material shall be included in the Remainder/Composite Mixed Material.

The Contractor shall provide a narrative description for why a visual characterization was appropriate for each specific load.

- iii. In the data submittal, the Contractor shall clearly identify each sample that is visually characterized to distinguish it from hand-sort data.
- iv. The Contract Manager shall reject samples that do not meet the criteria for visual characterization as identified above and the Contractor shall

substitute the rejected samples with additional samples that do meet the criteria. If the substituted samples do not meet the above criteria, the sample shall be considered incomplete.

c) IMPACT OF VISUAL CHARACTERIZATIONS ON OVERALL SAMPLE NUMBERS:

- i. When used as described above, a visual characterization may substitute for a hand-sort. However, visual characterizations are substantially faster and cheaper than hand-sorts. The Contractor shall substitute a hand-sort sample with visual characterizations, but there shall be two visual characterizations for each hand-sort that is substituted/removed. See Task 4, 10.D.3 for additional information on visual characterizations.

7) METHODOLOGY DEVIATIONS:

- a) There may be unforeseen circumstances that affect the execution of this Contract and/or Sampling Plan.
- b) If the issue is discovered prior to the date of sampling, the Contractor shall notify CalRecycle within twenty-four (24) hours of identifying the unforeseen circumstance, describe the potential deviation, and propose a solution by email to the CalRecycle Contract Manager. The CalRecycle Contract Manager shall review and provide a response to the Contractor within two (2) calendar days except when there is a State holiday included in the calendar day count, then the Contract Manager shall respond on the next business day. If the proposed deviation correction is not approved by the CalRecycle Contract Manager, the Contractor shall have two (2) calendar days to submit an appeal to the CalRecycle Contract Manager. The two (2) calendar day review pattern repeats until the Contract Manager and Contractor come to an agreement, or until the scheduled date of sampling, whichever is sooner.
- c) If the issue is discovered on the date of or during sampling and results in a deviation from the agreed upon methodology in the Sampling Plan, then the Contractor shall communicate the deviation to the Contract Manager the same day the deviation occurs. Failure to notify the Contract Manager of the deviation within 24 hours will be considered an incomplete characterization of the sample(s) within the meaning of the Pay-per-Deliverable Structure (Appendix, Table 1) and may result in the Contractor not being paid for that sample.

8) DIGITAL IMAGES: The Contractor shall execute their Digital Photography Plan as submitted in their proposal. The plan must address the specifications described below. If a sample is missing any of the below, it will be considered an incomplete characterization of the sample(s) within the meaning of the Pay-per-Deliverable Structure (Appendix, Table 1) and may result in the Contractor not being paid for that sample.

a. For both hand-sort and visual characterizations:

- i. The Contractor shall take digital images at the appropriate angle and lighting to show the sample with a minimum of 12-megapixel camera.
- ii. Each digital image shall include a physical placard on, adjacent, or near the sample, clearly identifying the unique sample ID number, location,

- and date. The placard must be visible and readable in the picture. A digitally inserted placard will not be accepted. Metadata used as a substitute for a physical placard will not be accepted. Digital images without in-place placards will be rejected and considered an incomplete characterization in accordance with the Pay-per-Deliverable Structure (Appendix, Table 1).
- iii. The Contractor shall create an organizational system for the digital images that may include a directory for all of the digital images and organize them into folders that represent each sample. The directory can be included in the data spreadsheet and does not need to be an exhaustive list or separate file.
 - b. For hand-sort characterizations, the Contractor shall take and provide CalRecycle with at least two (2) images from different angles of the sample for every sample throughout the study, clearly showing the entire contents of the sample prior to sorting.
 - c. For visual characterizations, the Contractor shall take and provide to CalRecycle a total of at least three images, clearly showing the sample prior to sorting. The images shall consist of at least one (1) image that clearly allows for the visualization of the entire processed material. At least two (2) additional close-up images from distinct angles must be included, of sufficient lighting and resolution, to confirm the results of visual characterization during the QA/QC process. If the photos do not allow identification of most material types and forms within the sample, the CalRecycle Contract Manager shall consider the sample incomplete.
 - d. In addition to Tasks 4, 10.H.3 and 10.H.4 the Contractor shall choose one sample at each facility for clear digital images of each sorted remainder composite and mixed residue category. For each remainder composite category and mixed residue category (Material Types and Forms List categories 9, 24, 26 to 34, 44, 45, and 82 (Appendix, Table 4). The Contractor shall take at least one clear overhead digital image of the contents spread out. The digital image(s) shall show the entirety of the sampled material.
- 9) CALRECYCLE FIELD OVERSIGHT: The Contractor shall accommodate observation by the Contract Manager, CalRecycle staff, and other interested parties, during the collection or sorting of samples. This may include CalRecycle staff taking photos or videos of the sampling and sorting process.
- a. The Contractor shall also provide to CalRecycle the training materials used to train their field staff.
 - i. The training materials shall be submitted to CalRecycle no later than fourteen (14) calendar days prior to the start of the Field Season 1.
 - ii. CalRecycle may provide feedback and corrections within seven (7) calendar days of receiving the materials, if the materials are inconsistent with the requirements of the contract.
 - iii. The Contractor shall provide any revised training materials to CalRecycle at or less than thirty (30) days before the end of the contract.
- 10) SUPPLEMENTAL DATA COLLECTION CONDUCTED BY CALRECYCLE: The Contractor shall accommodate collection of supplemental information by

the Contract Manager, CalRecycle staff, or representatives of CalRecycle, at facilities.

- F. **Task 5** - Data Collection, Data Entry, Quality Assurance/Quality Control (QA/QC), and Submittal of Field Data
- 1) The Contractor shall record all characterization data for each sample according to the Material Types and Forms List (Appendix, Table 3) to be finalized at the kickoff meeting.
 - a. For each collected sample that is hand-sorted, the Contractor shall record the total weight of the sample before sorting and the weight of each sorted material type or form after sorting has been completed. The Contractor shall record weights in decimal pounds to the tenth decimal place. The Contractor shall report which samples were hand-sorted.
 - b. For each sample that is visually characterized, the Contractor shall record the percentage of each component in the sample by material type and form. The Contractor shall provide estimated weights for each component by material type and form. The Contractor shall also provide the data and information collected to determine the volume-to-weight (density) conversions, or other method to measure material. The Contractor shall report which samples were visually characterized.
 - 2) CalRecycle shall provide an Excel Data Sheet (Data Submission Form) that the Contractor shall use to transmit data to CalRecycle.
 - 3) The Contractor shall perform all sorting, measurement, and data entry in accordance with the Contractor's Quality Assurance/Quality Control (QA/QC) plan, to ensure the accuracy of the data entered. The Contractor shall resolve any errors or discrepancies in data discovered during quality control activities.
 - 4) The Contractor shall submit a complete data set for each sample that at a minimum, includes the following:
 - a. Unique sample ID number.
 - b. Name of facility where the sample was collected.
 - c. A description of the material outflow, including the sorting line from which the sample was collected. This may be accomplished by defining the line and/or ejection point where the sample came from, including on a facility map.
 - d. Date of sample collection.
 - e. If hand sorted:
 - i. Total sample weight for each sample pre-sorting.
 - ii. Weight of each component in the sample by material type and form.
 - f. If visually characterized:
 - i. The percentage of each component in the sample by material type and form.
 - ii. The estimated weight of each component by material type and form.
 - iii. The data, methodology and information collected to estimate the weight.
 - g. Indication whether the sample was hand-sorted or visually characterized.
 - h. Any information on the inflow contributing to the sampled material, based on inflow schedules and sample timing.

- i. Information on the destination of the sampled material, for example if the material is destined for additional processing or sent for recycling.
 - j. Any notes on special circumstances or other information, as applicable.
 - k. All digital images associated with the samples as outlined in Task 4.
- 5) The Contractor may use a data collection software of their choice, but the Contractor shall submit to CalRecycle via a secure shared drive hosted by CalRecycle:
- a. The data in its raw form in a CSV, TSV, TXT or other form that can be readily accessed through the R Programming language.
 - b. In an Excel Data Sheet provided by CalRecycle (Data Submission Form). The Contractor shall fill out every required field in the Data Submission Form. The Contractor shall submit all final data to CalRecycle in electronic form (i.e., uploaded to a secure shared drive) per the Pay-per-Deliverable Structure (Appendix, Table 1) of the contract.
 - c. The timing of data submission is discussed in Task 5, 11.F below.
- 6) The Contractor shall submit all data, as outlined per the detail and schedule below:
- a. For each week of data collected by the Contractor, the following 4-week cycle shall commence:
 - Week 1: The Contractor shall collect and record data at Study Facilities. For the purposes of this study, a week of sampling runs from Monday through Sunday.
 - Week 2: The Contractor shall review and perform QA/QC of the prior week's sample data and submit it to CalRecycle no later than 11:59 p.m. Pacific time on Sunday of Week 2.
 - Weeks 3 and 4: CalRecycle shall review the submitted data and approve "complete" data for invoicing. CalRecycle shall provide the approval of "complete" data in writing via email.
 - b. Incomplete data shall be rejected by CalRecycle in writing with an explanation of the issues. Then, the Contractor's remedial options are as follows:
 - The Contractor may correct all identified issues and resubmit the data within seven (7) calendar days of receiving notice of an issue from CalRecycle. If approved, the corrected data is eligible for 100 percent of the per-sample price and the Contractor shall be instructed to invoice CalRecycle accordingly.
 - The Contractor may resubmit the corrected data more than seven (7) calendar days after CalRecycle's initial notice, and with more than thirty (30) calendar days left before the contract ends, the corrected data is eligible for 95 percent of the per-sample price and the Contractor shall be instructed to invoice CalRecycle accordingly.
 - CalRecycle may take up to fourteen (14) calendar days to review submitted data.
 - c. The CalRecycle Contract Manager shall deem data deliverables incomplete if they are submitted or not received at or less than thirty (30) calendar days before the contract's end date and are not eligible for any payment in accordance with the Pay-per-Deliverable Structure (Appendix, Table 1)

- 7) The Contractor shall identify data limitations and submit to CalRecycle identified limitations that CalRecycle should consider during its data analysis.
- 8) CalRecycle shall be entirely responsible for all data analysis as well as preparation and publication of final reports.

G. **Task 6** - Submittal of Weekly Field Reports

- 1) The Contractor shall provide weekly status reports in the format of the Sample Weekly Report as outlined per the detail and schedule below. CalRecycle shall provide the format of the Sample Weekly Report during Task 1.
- 2) On the Sunday following the conclusion of each week of fieldwork (Monday through Sunday), the Contractor shall submit the weekly field report no later than 11:59 p.m. Pacific time. For example, a fieldwork week runs Monday July 31, 2023 to Sunday August 6, 2023. The weekly field report is due by Sunday August 13, 2023 at 11:59 pm. If the report is not submitted on time, it will be considered incomplete in accordance with Pay-per-Deliverable Structure (Appendix, Table 1) and the CalRecycle Contract Manager shall notify the Contractor.
- 3) With each weekly submission, the Contractor shall provide to the CalRecycle Contract Manager:
 - a. Data and information as outlined in Task 5.
 - b. A summary of sampling completed during the previous week, including numbers of samples characterized and names of facilities from which samples were collected.
 - c. Copies of all paper field sheets (if any) and digital images taken for the previous week's work.
 - d. Reports of any problems, contingency measures taken, or significant findings encountered.
 - e. Recommendations for adjustments to field procedures, or general study parameters, if needed.
 - f. Any additional electronic files related to data collected from the previous week per details in Task 5.
 - g. Final schedule/sampling plan for the upcoming week or indicate there is no sampling scheduled for the upcoming week.
- 4) If an incomplete report is received without the upcoming week's final field schedule/sampling plan, then the CalRecycle Contract Manager shall reject the report by written notification to the Contractor. The submittal of a weekly final field schedule/sampling plan is required. Without the upcoming final field schedule/sampling plan, the report is considered incomplete and ineligible for payment in accordance with the Pay-per-Deliverable Structure (Appendix, Table 1). The CalRecycle Contract Manager shall notify the Contractor about the incomplete report; in this case, there is no remedial option.
- 5) If an incomplete report is received, but the upcoming week's final field schedule/sampling plan are included, the incomplete report shall be rejected by the CalRecycle Contract Manager. The CalRecycle Contract Manager shall notify the Contractor in writing with an explanation of the issues. Then the Contractor's remedial options are as follows:

- a. The Contractor may correct all identified issues and resubmit the report within seven (7) calendar days of receiving notice of an issue from CalRecycle. If approved, the corrected report is eligible for 100 percent of the per-report price and the Contractor shall be instructed to invoice CalRecycle accordingly.
 - b. The Contractor may correct all identified issues and resubmitted more than seven (7) calendar days after CalRecycle's initial notice, and with more than thirty (30) calendar days left before the contract ends, the corrected data is eligible for 95 percent of the per-sample price and the Contractor shall be instructed to invoice CalRecycle accordingly.
 - c. CalRecycle may take up to fourteen (14) calendar days to review submitted data.
- 6) The CalRecycle Contract Manager shall deem data deliverables incomplete if they are submitted or not received at or less than thirty (30) calendar days before the contract's end date and are not eligible for any payment in accordance with the Pay-per-Deliverable Structure (Appendix, Table 1).

7. Contract/Task Time Frame

Task	Task Description	Start Date	End Date
1	Review and provide feedback on material list and sampling plan	Upon receipt of material list and sampling plan	Fifteen (15) calendar days of receiving the draft Material Types and Forms List and Sampling Plan
1	Kickoff Meeting with CalRecycle	Date of Contract execution	Within twenty (20) days of contract execution
1	Submit notes and any proposed edits or refinements to the Material Types and Forms List and Sampling Plan based on the kickoff meeting	Date of Kickoff meeting	Five (5) calendar days after meeting
2	Monthly and additional meetings throughout the contract	Ongoing - occurring within 45 calendar days after the kickoff meeting	Thirty (30) calendar days before end of contract
2	Submit monthly meeting agenda	Seven (7) calendar days prior to scheduled monthly meeting	Day of monthly meeting
2	Submit monthly meeting notes	Day of monthly meeting	Seven (7) calendar days after the scheduled monthly meeting
3	Finalize field schedule	Upon receipt of final sampling location list	Seven (7) calendar days prior to the start of each field season

4	Submit field staff training materials	Upon completion of Task 3	Thirty (30) calendar days before end of contract
4	Perform field sampling	Upon completion of Task 3	Field season 1 ends September 15, 2023, Field season 2 ends March 8, 2024
5	Data collection, data entry & QA/QC and Submission of data & weekly field reports	Ongoing; Data shall be submitted to CalRecycle within seven (7) calendar days post end of a sampling week, for each week of sampling	Thirty (30) calendar days before end of contract
6	Weekly Field Reports	Concurrent with Task 5; Weekly field reports shall be submitted to CalRecycle within seven (7) calendar days post end of a sampling week, for each week of sampling, until Task 5 is completed.	Thirty (30) calendar days before end of contract

8. Location of Services

Services will be provided statewide. The location for meetings with the Contract Manager will be determined by the Contract Manager. Meetings will be held via teleconference, at the Sacramento Environmental Protection Agency Headquarters (1001 I Street, Sacramento, CA 95814), or by other appropriate means such as webinar.

9. 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
- B. These decisions will be deemed final and enforceable by the Contract Manager when the Contractor fails to complete orders required by this Contract.
- C. 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.
- D. 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.

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

10. Appendix

- A. Table 1: Pay-per-Deliverable structure
- B. Table 2: List of High-Volume Processing Facilities
- C. Table 3: Estimate of County and Facility Representation
- D. Table 4: Material Types and Forms List

11. Pay Per-Deliverable Structure

Table 1. Pay-per-Deliverable Structure:

This table describes the Pay-per-Deliverable structure for this contract.

Tasks	Payment Structure
<p>Task 1 - Preparation for Kickoff Meeting and Project Kickoff Meeting with CalRecycle</p> <p>A meeting is considered “complete” only if:</p> <ul style="list-style-type: none"> • An agenda is provided with all of the required details as described in Task 1, and • Meeting notes are submitted as described in Task 1. <p>A meeting is considered “incomplete” if either of the above two conditions are not met.</p>	<p>The Contractor’s compensation for this deliverable, includes all work performed as part of Task 1.</p> <p>The Contractor must indicate the cost for the kickoff meeting and associated deliverables in their proposal (\$/meeting).</p>
<p>Task 2 – Monthly meetings with CalRecycle</p> <p>A meeting is considered “complete” only if:</p> <ul style="list-style-type: none"> • An agenda is provided with all the required details as described in Task 2, and • Meeting minutes are submitted as described in Task 2. <p>A meeting is considered “incomplete” if either of the above two conditions are not met before the next meeting.</p>	<ul style="list-style-type: none"> • For a “complete” meeting, 100 percent of the proposed task costs will be paid. • For an “incomplete” meeting and deliverables, the Contractor’s remedial options are as follows: <ul style="list-style-type: none"> ○ Correct all identified issues and resubmit the deliverables within seven (7) calendar days of receiving notice of an issue from CalRecycle (beyond the specified time requirements in Task 2). If approved, the corrected data is eligible for 95 percent of the per-sample price and the Contractor shall be instructed to invoice CalRecycle accordingly.

Tasks	Payment Structure
	<ul style="list-style-type: none"> ○ If data is corrected and resubmitted more than seven (7) calendar days after CalRecycle’s initial notice, and with more than thirty (30) calendar days before the contract ends, the corrected data is eligible for 90 percent of the of the per-sample price and the Contractor shall be instructed to invoice CalRecycle accordingly. CalRecycle may take up to fourteen (14) calendar days to review resubmitted data. ○ If data is corrected and resubmitted at or less than thirty (30) calendar days before the contract ends, it will be deemed “incomplete” and is not eligible for payment. ● If deliverables are not resubmitted, it will be deemed “incomplete” and is not eligible for payment. ● Zero (0) percent will be paid for any meetings that are not “complete” as defined. <p>The Contractor’s compensation for this deliverable, includes all work performed as part of Task 2.</p> <p>The Contractor must indicate the cost for a single meeting and associated deliverables in their proposal (\$/meeting).</p>
<p>Task 3 - Coordinating, Determining, and Submitting Field Schedules</p> <p>A schedule is considered complete if:</p> <ul style="list-style-type: none"> ● A preliminary schedule and start-up tasks as required per Task 3.D is submitted no fewer than fourteen (14) calendar days prior to each field season, and ● A final schedule and start-up tasks as required per Task 3.F is submitted seven (7) calendar days prior to the start of each field season. <p>A schedule is considered “incomplete” if either of the two of</p>	<ul style="list-style-type: none"> ● For a “complete” schedule, 100 percent of the proposed tasks costs per field season will be paid. ● For a “complete” schedule that occurs after the specified time requirements as outlined in Task 3, if approved, only 95 percent of the proposed task costs will be paid. ● Zero (0) percent will be paid for any submitted schedules that are not “complete” as defined. <p>The Contractor must indicate the cost of this deliverable in their proposal. (\$/preliminary and final field schedule by sampling season).</p>

Tasks	Payment Structure
<p>the conditions are not met before the start of either field season.</p>	
<p><i>Task 4 & Task 5</i> Task 4: Perform Field Sampling and Sorting at MRFs</p> <p>Task 5 - Data Collection, Data Entry, Quality Assurance/Quality Control, and Submittal of Field Data</p> <p>A sample is considered “complete” only if it meets all of the criteria below and as outlined in Task 5. If a single item from the list below is omitted or not as specified in the contract, the sample will be considered “incomplete”.</p> <ul style="list-style-type: none"> • If material is hand-sorted, weight is at least 125 pounds or approved alternative weight. • If material is visually characterized and consists of preapproved materials that have been accumulated for a proposed amount of time. <p>For all characterizations:</p> <ul style="list-style-type: none"> • Digital image requirements are met as specified in Task 4. • All data have passed the QA/QC per the Contractor’s methodology. • All data and information acquired and submitted to CalRecycle via the secure shared drive, as outlined in Task 4 and 5. Any methodology deviations are noted as identified in Task 4.G. • All of the above criteria were executed within 7 calendar days after the end of a sampling week. 	<ul style="list-style-type: none"> • 100 percent if a sample is deemed “complete” by the CalRecycle Contract Manager. • If a sample is deemed “incomplete” by the CalRecycle Contract Manager, then the Contractor’s remedial options are as follows: <ul style="list-style-type: none"> ○ Correct all identified issues and resubmit the data within seven (7) calendar days of receiving notice of an issue from CalRecycle. If approved, the corrected data is eligible for 100 percent of the per-sample price and the Contractor shall be instructed to invoice CalRecycle accordingly. ○ If data is corrected and resubmitted more than seven (7) calendar days after CalRecycle’s initial notice, and with more than thirty (30) calendar days before the contract ends, the corrected data is eligible for 95 percent of the per-sample price and the Contractor shall be instructed to invoice CalRecycle accordingly. CalRecycle may take up to fourteen (14) calendar days to review resubmitted data. ○ If data is corrected and resubmitted at or less than thirty (30) calendar days before the contract ends, it will be deemed “incomplete” and is not eligible for payment. ○ If data is not resubmitted, it will be deemed “incomplete” and is not eligible for payment. <p>The Contractor must indicate the cost of this deliverable in their proposal. (\$/sample).</p>
<p>Task 6 – Submit Weekly Field Reports</p>	<ul style="list-style-type: none"> • For submission of Weekly Progress Reports submitted within seven (7) calendar days after the end of the preceding sampling week and is deemed “complete” by the CalRecycle Contract

Tasks	Payment Structure
<p>A report is considered “complete” only if:</p> <ul style="list-style-type: none"> • All data, digital images, and information is provided as described in Task 6, and • <u>Includes</u> the upcoming final field schedule/sampling plan as described in Task 6. <p>A report is considered “incomplete” if either of the above two conditions are not met.</p>	<p>Manager, 100 percent of the proposed task costs will be paid.</p> <ul style="list-style-type: none"> • If a Weekly Progress Report is submitted <u>without</u> the upcoming final field schedule/sampling plan, the report shall be deemed “incomplete” by the CalRecycle Contract Manager and is not eligible for payment. • If a Weekly Progress Report is submitted after seven (7) calendar days after the preceding sampling week and includes the upcoming final field schedule/sampling plan, then is deemed “incomplete” by the CalRecycle Contract Manager. The Contractor’s remedial options are as follows: <ul style="list-style-type: none"> ○ Correct all identified issues and resubmit the report within seven (7) calendar days of receiving notice of an issue from CalRecycle. If approved, the corrected data is eligible for 100 percent of the per-sample price and the Contractor shall be instructed to invoice CalRecycle accordingly. ○ If data is corrected and resubmitted more than seven (7) calendar days after CalRecycle’s initial notice, and with more than thirty (30) calendar days before the contract ends, the corrected data is eligible for 95 percent of the per-sample price and the Contractor shall be instructed to invoice CalRecycle accordingly. CalRecycle may take up to fourteen (14) calendar days to review submitted data. ○ If the report is corrected and resubmitted at or less than thirty (30) calendar days before the contract ends, it will be deemed “incomplete” and is not eligible for payment. <p>If the report is not resubmitted, it will be deemed “incomplete” and is not eligible for payment.</p> <p>The Contractor must indicate the cost of this deliverable in their proposal. (\$/weekly report).</p>

12. Table 2. List of High-Volume Processing Facilities

This table shows high-volume processing facilities in California, sorted based on their average quarterly outflows of recycling and potentially reusable material, as reported in the Recycling and Disposal Reporting System (RDRS) in 2022.

Ranking (based on Potential Reuse)	Reporting Entity Activity Name	SWIS Number	Average Quarterly Potential Reuse Outflows (tons)	County	Region
1	Potential Industries Inc.	19-AR-1243	24,570	Los Angeles	Los Angeles and San Diego Basins
2	Moreno Valley Solid Waste Recycling and Transfer Station	33-AA-0234	17,188	Riverside	Los Angeles and San Diego Basins
3	Irvine Transfer Station and MRF	30-AB-0336	17,166	Orange	Los Angeles and San Diego Basins
4	Perris Transfer Station and MRF	33-AA-0239	13,219	Riverside	Los Angeles and San Diego Basins
5	Recology Sonoma Marin	49-AA-0399	12,404	Sonoma	San Francisco Bay Area
6	GreenWaste Recovery, Inc.	43-AN-0019	12,265	Santa Clara	San Francisco Bay Area
7	Azusa Transfer Station & MRF	19-AA-1127	12,152	Los Angeles	Los Angeles and San Diego Basins
8	West Valley MRF & Transfer Station	36-AA-0450	11,999	San Bernardino	Los Angeles and San Diego Basins
9	Compton Recycling & Transfer Station	19-AA-0048	11,710	Los Angeles	Los Angeles and San Diego Basins
10	CR&R South County MRF	30-AB-0395	11,274	Orange	Los Angeles and San Diego Basins
11	Newby Island Recyclery	43-AN-0014	11,119	Santa Clara	San Francisco Bay Area

Ranking (based on Potential Reuse)	Reporting Entity Activity Name	SWIS Number	Average Quarterly Potential Reuse Outflows (tons)	County	Region
13	CVT Regional Material Recovery Facility and Transfer Station	30-AB-0335	10,680	Orange	Los Angeles and San Diego Basins
14	Recycle Central at Pier 96	38-AA-0012	9,906	San Francisco	San Francisco Bay Area
15	Cold Canyon Landfill	40-AA-0004	9,827	San Luis Obispo	Coastal
16	Agua Mansa MRF & Transfer Station	33-AA-0258	9,419	Riverside	Los Angeles and San Diego Basins
17	Ukiah Waste Solutions	23-AA-0048	9,140	Mendocino	Coastal
18	Waste Management of Orange	30-AB-0363	8,925	Orange	Los Angeles and San Diego Basins
19	Contra Costa Transfer & Recovery Station	07-AA-0027	8,598	Contra Costa	San Francisco Bay Area
20	Sun Valley MRF	19-AR-5581	7,677	Los Angeles	Los Angeles and San Diego Basins
21	South Coast Recycling & Transfer Station	42-AA-0014	7,422	Santa Barbara	Coastal
22	Sun Valley Paper Stock MRF and TS	19-AR-1227	7,368	Los Angeles	Los Angeles and San Diego Basins
23	Grand Central Recycling & Transfer Station	19-AA-1128	7,354	Los Angeles	Los Angeles and San Diego Basins
24	EDCO Recycling & Transfer Signal Hill	19-AA-1112	7,268	Los Angeles	Los Angeles and San Diego Basins
25	Edom Hill Transfer Station	33-AA-0296	7,193	Riverside	Los Angeles and San Diego Basins

Ranking (based on Potential Reuse)	Reporting Entity Activity Name	SWIS Number	Average Quarterly Potential Reuse Outflows (tons)	County	Region
26	Mid Valley Recycling Elm Ave.	10-AA-0188	7,191	Fresno	Central Valley
27	Tajiguas Resource Recovery Project & Sanitary Landfill	42-AA-0015	7,000	Santa Barbara	Coastal
28	Sacramento Recycling & Transfer Station	34-AA-0195	6,985	Sacramento	Central Valley
29	Downey Area Recycling & Transfer	19-AA-0801	6,813	Los Angeles	Los Angeles and San Diego Basins
30	Recology Sonoma Marin	49-AA-0406	6,332	Sonoma	San Francisco Bay Area
31	Rainbow Transfer/Recycling Company, Inc.	30-AB-0099	6,108	Orange	Los Angeles and San Diego Basins
32	City of Napa Materials Diversion Facility	28-AA-0030	6,072	Napa	San Francisco Bay Area
33	Active Recycling MRF and Transfer Station	19-AR-1250	5,919	Los Angeles	Los Angeles and San Diego Basins
34	Western El Dorado Recovery Systems	09-AA-0004	5,528	El Dorado	Mountain
35	Sun Valley Recycling Park	19-AR-1237	5,259	Los Angeles	Los Angeles and San Diego Basins
36	Zanker Material Processing Facility	43-AN-0001	4,979	Santa Clara	San Francisco Bay Area
37	Metropolitan Recycling LLC	15-AA-0311	4,946	Kern	Central Valley
38	Bel-Art Waste Transfer Station	19-AK-0001	4,847	Los Angeles	Los Angeles and San Diego Basins
39	Culver City Transfer Station	19-AA-0404	4,689	Los Angeles	Los Angeles and San Diego Basins

Ranking (based on Potential Reuse)	Reporting Entity Activity Name	SWIS Number	Average Quarterly Potential Reuse Outflows (tons)	County	Region
40	Visalia Transfer Station	54-AA-0055	4,626	Tulare	Central Valley
41	California Waste Recovery Systems Galt MRF	34-AA-0231	4,429	Sacramento	Central Valley
42	Davis Street Transfer Station	01-AA-0007	4,152	Alameda	San Francisco Bay Area
43	Alameda County Industries Direct Transfer Facility	01-AA-0290	4,115	Alameda	San Francisco Bay Area
44	Livermore Sanitation Transload Facility	01-AA-0301	4,098	Alameda	San Francisco Bay Area
45	Western Placer Waste Management Authority	31-AA-0001	4,000	Placer	Central Valley
46	Eastern Regional Material Recovery Facility	31-AA-0625	1,717	Nevada	Mountain

13. Table 3. Estimate of County and Facility Representation per Region.

Estimates of the minimum number of facilities to be included as Study Facilities and incorporated into the Sampling Plan, for representative sampling of focal regions. Estimated Number of Study Facilities within each region is an approximated minimum, provided for budgeting purposes.

Region	Counties	Estimated Study Facilities, Phase 1	Estimated Study Facilities, Phase 2	Estimated Study Facilities, Total
Central Valley	Fresno, Kern, Placer, Sacramento, Tulare	3	4	7
Coastal	Mendocino, San Luis Obispo, Santa Barbara	2	2	4

Los Angeles and San Diego Basins	Los Angeles, Orange, Riverside, San Bernardino, San Diego	6	16	22
Mountain	El Dorado, Nevada	1	1	2
San Francisco Bay Area	Alameda, Contra Costa, Napa, San Francisco, Santa Clara, Sonoma	3	8	11
blank	Sum	15	31	46

14. Table 4. Material Types and Forms List and Definitions by Category.

Count	Category Name	Material Type & Form	Material Definition	Examples
1	Glass	Glass Beverage Containers - Clear/Flint - CRV	Glass Beverage Containers - Clear/Flint - CRV means clear glass containers that display the California Refund Value (CRV) notification. May include the code 70 or GL associated with chasing arrows. Includes only whole bottles clearly identifiable as CRV.	Examples include whole clear soda bottles, wine bottles, liquor bottles, wine cooler bottles, water bottles, kombucha bottles.
2	Glass	Glass Beverage Containers - Green/Emerald - CRV	Glass Beverage Containers - Green/Emerald - CRV means green glass containers that display the CRV notification. May include the code 71 or GL associated with chasing arrows. Includes whole bottles clearly identifiable as CRV.	Examples include whole green soda bottles, wine bottles, liquor bottles, beer bottles.
3	Glass	Glass Beverage Containers - Brown/Amber - CRV	Glass Beverage Containers - Brown/Amber - CRV means brown glass containers that display the CRV notification. May include the code 72 or GL associated with chasing arrows. Includes whole bottles clearly identifiable as CRV.	Examples include whole brown beer bottles, wine bottles, liquor bottles, soda bottles, kombucha bottles.
4	Glass	Glass Beverage Containers - Other Colors - CRV	Glass Beverage Containers - Other Colors - CRV means glass containers of other colors that display the CRV notification. May include the codes 73-79 or GL associated with chasing arrows. Includes only whole bottles clearly identifiable as CRV.	Examples include whole soda bottles, beer bottles, wine bottles, liquor bottles, kombucha bottles, water bottles that are not clear/flint, green/emerald, or brown/amber.

Count	Category Name	Material Type & Form	Material Definition	Examples
5	Glass	Glass Containers - Clear/Flint – non-CRV	Glass Containers - Clear/Flint – non-CRV means clear glass containers other than CRV beverage bottles. Includes containers for food, beverages, or cleaning products. May include the code 70 or GL associated with chasing arrows. Includes whole and broken containers. Includes whole and broken objects larger than 2 inches that are identifiable as containers.	Examples include clear milk bottles, bottles for drink mixers, other beverage bottles, mayonnaise jars, jam jars, nut butter jars, honey jars, jars of preserved produce, olive oil bottles, salad dressing bottles, hot sauce bottles, clear glass containers for cleaning products. EXCLUDES clear durable glass or specialty glass items such as pyrex dishes or drinking glasses.
6	Glass	Glass Containers – Green/Emerald – non-CRV	Glass Containers – Green/Emerald – non-CRV means green glass containers other than CRV beverage bottles. Includes containers for food, beverages, or cleaning products. May include the code 70 or GL associated with chasing arrows. Includes whole and broken objects larger than 2 inches that are identifiable as containers.	Examples include whole or broken beverage bottles, dressing bottles, olive oil bottles, and jars for preserved produce. EXCLUDES durable glass or specialty glass items such as drinking glasses.
7	Glass	Glass Containers – Brown/Amber - non-CRV	Glass Containers – Brown/Amber - non-CRV means brown glass containers other than CRV beverage bottles. Includes containers for food, beverages, or cleaning products. May include the code 70 or GL associated with chasing arrows. Includes whole and broken containers. Includes pieces of clear broken glass larger than 2 inches that are identifiable as containers.	Examples include beverage bottles, dressing bottles, olive oil bottles, and jars for preserved produce. EXCLUDES durable glass or specialty glass items such as drinking glasses.

Count	Category Name	Material Type & Form	Material Definition	Examples
8	Glass	Glass Containers - Other Colors - non-CRV	Glass Containers - Other Colors - non-CRV means glass containers of colors other than clear, green, or brown, other than CRV beverage bottles. Includes containers for food, beverages, or cleaning products. May include the code 72 or GL associated with chasing arrows. Includes whole and broken objects larger than 2 inches that are identifiable as containers.	Examples include beverage bottles, dressing bottles, olive oil bottles, and jars for preserved produce. EXCLUDES durable glass or specialty glass items such as drinking glasses.
9	Glass	Remainder/ Composite Glass	Remainder/ Composite Glass means glass that does not fit in any other category, including flat and curved glass, specialty glass, and items made mostly of glass but combined with other materials. May include glass contaminated with stones, dirt, or food waste. Includes whole or broken items. Includes mixed glass cullet, durable glass items, tempered glass, and heat-resistant glass. Includes glass fragments smaller than 2 inches if applicable.	Examples include window panes, doors and table tops, automotive glass, laminated glass, safety glass, Pyrex and kitchen glass, crystal and glass tableware, drinking glasses, mirrors, non-fluorescent light bulbs, laminated glass, mixed glass cullet, broken bottles, windshield fragments, broken glass tableware.

Count	Category Name	Material Type & Form	Material Definition	Examples
10	Household Hazardous Waste	Household Hazardous Waste	Household Hazardous Waste means household hazardous material that cannot be put in any other type. This type also includes household hazardous material that is mixed. Examples include household hazardous waste that, if improperly put in the solid waste stream, may present handling problems or other hazards. Includes battery embedded products.	Examples include paint, used oil, lead-acid (automotive) batteries, other batteries, pharmaceuticals, pesticides and caustic cleaners, sharps, lamps, thermostats and thermometers, electronics with hazardous components including CRT tube TVs, LCD monitors and screens, OLED monitors and screens, computers, printers, cellphones, radios, electronics including batteries, battery-embedded products including battery-embedded greeting cards.
11	Metal	Aluminum Beverage Cans - CRV	Aluminum Beverage Cans - CRV means any beverage container that is made mainly of aluminum, with the CRV notification. May include the number 41 or the code alu within chasing arrows. This subtype does not include bimetal containers with steel sides and aluminum ends.	Examples include soda cans, beer cans, wine cans, cocktail beverage cans, alcoholic seltzer cans.

Count	Category Name	Material Type & Form	Material Definition	Examples
12	Metal	Aluminum Beverage Cans – non-CRV	Aluminum Beverage Cans – non-CRV means any beverage container that is made mainly of aluminum, other than clearly identifiable CRV cans. May include the number 41 or the code alu within chasing arrows. This subtype does not include bimetal containers with steel sides and aluminum ends.	Examples include canned energy drinks.
13	Metal	Aluminum Bottles for Beverages – CRV	Aluminum Bottles for Beverages - CRV means any narrow-necked container (or bottle) that is used to package beverage items, with the CRV notification. May include the number 41 or the code alu within chasing arrows. This category does not include durable containers that are designed to be refilled or reused, such as reusable water bottles.	Examples include water bottles, beer bottles, wine bottles. EXCLUDES durable and reusable metal water bottles.
14	Metal	Aluminum Bottles – non-CRV	Aluminum Bottles – non-CRV means any narrow-necked container (or bottle) that is used to package beverages, food, or items such as personal care products, without the CRV notification. May include the number 41 or the code alu within chasing arrows. Any durable containers designed for refill or reuse should be categorized with Other Nonferrous Metals.	Examples include cans for energy drinks, olive oil bottles, lotion bottles, shampoo bottles, personal care product bottles, cleaning solution bottles.

Count	Category Name	Material Type & Form	Material Definition	Examples
15	Metal	Aluminum Food and Other Cans and Lids	Aluminum Food and Other Cans and Lids means any can that is made mainly of aluminum, with or without lids attached, that did not previously contain a beverage. May include the number 41 or the code alu within chasing arrows.	Examples include pet food cans, meat cans.
16	Metal	Aluminum Foil (<3 mm), Sheets	Aluminum Foil (<3mm), Sheets means aluminum foil, thickness less than 3 mm, that is generally in the form of a sheet or wrap. This does not include insulated foil wrap or other items that are a mixture of foil and another material type (e.g., fiber).	Examples include new and post-consumer foil sheets that are relatively free of food and other contamination. EXCLUDES insulated foil wrap that is a combination of foil and moisture-absorbing paper.
17	Metal	Aluminum Foil (>3 mm), Molded Containers	Aluminum Foil (>3 mm), Molded Containers means flexible molded container composed of aluminum foil, thickness is over 3 mm, can be wrinkled or wrinkle-free, usually composed of 8011 aluminum alloy or 3003 aluminum alloy.	Examples include molded trays that are relatively free of food and other contamination, including takeout containers, food trays, pie plates.

Count	Category Name	Material Type & Form	Material Definition	Examples
18	Metal	Tin/Steel Beverage Containers - CRV	Tin/Steel Beverage Containers - CRV means rigid containers made mostly of steel, with the CRV notification. These items will stick to a magnet and may be tin-coated. May include the number 40 and the code FE associated with chasing arrows, indicating steel. Any durable containers designed for refill or reuse should be categorized with Other Ferrous Metals.	Examples include beverage cans, single-use beverage bottles. EXCLUDES durable and reusable metal water bottles.
19	Metal	Tin/Steel Cans, Lids – non-CRV	Tin/Steel Cans, Lids - non-CRV means rigid containers made mostly of steel, other than clearly identifiable CRV tin/ steel beverage containers. These items will stick to a magnet and may be tin-coated. May include the number 40 and the code FE associated with chasing arrows, indicating steel.	Examples include soup cans, coffee cans, bimetal containers with steel sides and aluminum ends, lids. EXCLUDES single-use or durable beverage containers.
20	Metal	Tin/Steel Paint Cans	Tin/Steel Paint Cans means rigid cans with or without lids, made mostly of steel. Will stick to a magnet. May include the number 40 and the code FE associated with chasing arrows, indicating steel. May contain dried paint.	Examples include empty paint cans.

Count	Category Name	Material Type & Form	Material Definition	Examples
21	Metal	Tin/Steel Aerosol Containers	Tin/Steel Aerosol Containers means rigid cans with aerosol spray top, made mostly of steel. Will stick to a magnet. May include the number 40 and the code FE associated with chasing arrows, indicating steel.	Examples include empty spray paint containers, empty aerosol personal care products, empty aerosol food products.
22	Metal	Other Ferrous Metal	Other Ferrous Metal means any iron or steel that is magnetic or any stainless-steel item. This type does not include single-use tin/steel cans or single-use beverage containers.	Examples include structural steel beams, metal clothes hangers, metal pipes, security bars, scrap ferrous items, reusable stainless steel water bottles, stainless steel utensils and cookware, cast iron cookware.
23	Metal	Other Nonferrous Metal	Other Nonferrous Metal means any metal item, other than single-use food or beverage cans or aluminum foil, that is not stainless steel and that is not magnetic. These items may be made of aluminum, copper, brass, bronze, lead, zinc, or other metals.	Examples include aluminum window frames, aluminum siding, copper wire, shell casings, brass pipes, license plates, copper or aluminum utensils and cookware.

Count	Category Name	Material Type & Form	Material Definition	Examples
24	Metal	Remainder/ Composite Metal	Remainder/ Composite Metal means metal that cannot be put in any other type. This type includes items made mostly of metal but combined with other materials and items made of both ferrous metal and non-ferrous metals combined. Includes products whose weight is derived significantly from the metal portion of its construction. Includes food-contaminated metals. Includes metal fragments smaller than two inches if applicable.	Examples include metal appliances, motors, insulated wire, food-soiled metals (such as cookware, cans, and aluminum foil)
25	Metal	Metal Hazardous Waste: Used Oil Filters, Gas Cylinders	Metal Hazardous Waste: Used Oil Filters, Gas Cylinders means oil filters containing small amounts of contaminated waste oil. Fully drained oil filters may be in crushed form. Also includes small disposable propane (or other fuel) gas cylinders.	Examples include mostly or fully empty automotive, diesel, or internal combustion engine oil filters, whole or crushed. Also includes one-pound or less propane (or other fuel) gas cylinders.

Count	Category Name	Material Type & Form	Material Definition	Examples
26	Mixed	Gable-top Cartons/ Aseptics - CRV	Gable-top Cartons/ Aseptics - CRV means plastic-coated paper-based cartons with a triangular top used for refrigerated and non-refrigerated items with the CRV notification. Aseptic Containers means bleached polycoated paperboard containers or paper containers with a foil liner of various sizes and shapes that contain shelf-stable food products. For either form, containers may include a plastic pour spout as part of the container. May include the code 84 or C/PAP or PapAI associated with chasing arrows.	Examples include cartons or containers used for wine and spirits.
27	Mixed	Gable-top Cartons - non-CRV	Gable-top Cartons – non-CRV means plastic-coated paper-based cartons with a triangular top used for refrigerated and non-refrigerated items, other than those clearly identifiable as CRV. Containers may include a plastic pour spout as part of the container. May include the code 84 or C/PAP or PapAI associated with chasing arrows.	Examples include cartons used for milk, cream, egg substitutes, medical food, and juice, gable-top containers used for snacks and cereals.

Count	Category Name	Material Type & Form	Material Definition	Examples
28	Mixed	Aseptic Containers - non-CRV	Aseptic Containers – non-CRV means bleached polycoated paperboard containers or paper containers with a foil liner of various sizes and shapes that contain shelf-stable food products, without the CRV notification. Containers may include a plastic pour spout as part of the container. May include the code 84 or C/PAP or PapAI associated with chasing arrows.	Examples include containers for fruit juice, soup, medical food, infant formula, soy/rice/almond/oat milk.
29	Mixed	Mailing Pouches & Shipping Envelopes	Mailing Pouches & Shipping Envelopes means multilayer and envelopes with different materials for cushioning such as bubble wrap or foam; including paper and plastic layers. Does not include pouches or shipping envelopes that are paper only and do not contain a plastic component.	Examples include shipping envelopes or mailing pouches; Amazon mailers, FedEx mailers, UPS mailers, USPS mailers. EXCLUDES shipping envelopes and pouches made exclusively of paper/fiber.

Count	Category Name	Material Type & Form	Material Definition	Examples
30	Mixed	Mixed Material Single-Use	Mixed Material Single-Use means single-use items that do not belong in any other category that include significant amounts of multiple material categories, such as plastic with metal, or paper with plastic and metal.	Examples include plastic bottles with metal caps or ends, plastic tubs with aluminized layers attached as lids, cardboard juice tubes with plastic and metal ends, cardboard snack containers with plastic and metal linings and caps, multilayer plastic and metallic pouches (often bulk) for toys, snacks, condiments, beverages, or seafood, packaging made from a combination of textiles and plastic, paper packaging with metal bottoms, mixed-material toys. EXCLUDES mailing pouches and shipping envelopes.

Count	Category Name	Material Type & Form	Material Definition	Examples
31	Mixed	Remainder/ Composite Mixed Material Multi-Use	Remainder/ Composite Mixed Material Multi-Use means any mixed material items intended for more than one use, that are unidentifiable by more specific categories.	Examples include knives, treated/painted/stained wood, small non-hazardous electronics, lightbulbs, pots and pans, ceramic items including dishes, items made of wood or cork, hardcover books with paper and fabric layers, garden hoses, laminated paper products including posters and maps, office supplies including binders, paper notebooks with plastic covers. EXCLUDES bulky items.
32	Mixed	Fines and Residuals	Fines and Residuals means unidentifiable/ mixed material items less than 2 inches. If material is easily sorted and identifiable (e.g., glass cullet), then it should be placed in the composite category for the appropriate material type (e.g., glass).	Examples includes fines, small unidentifiable material, dirt.
33	Mixed	Green Material, Clean Wood, and Food Scraps	Green Material, Clean Wood, and Food Scraps means green material generally originating from gardens and landscaping, clean wood, manures, animal carcasses, and food material. Treated, stained, or painted wood is not included.	Examples include branches, lawn clippings, leaves, clean wood, manures, animal carcasses and food. EXCLUDES treated, stained, or painted wood.

Count	Category Name	Material Type & Form	Material Definition	Examples
34	Mixed	Uncoated Food-Soiled Fiber Products	Uncoated Food-Soiled Fiber Products means uncoated items made mostly of paper/fiber that have been significantly contaminated with food or moisture. These items may belong in another material category if they are clean or lightly soiled. If lined with plastics or wax coated, categorize with Mixed Material Single-Use.	Examples include any of the following that are heavily food soiled - fast food wrappers, used coffee filters, pizza boxes, napkins, tissues, paper towels. Items soiled with other organics may include napkins, tissues, paper towels, molded fiber plant pots.
35	Paper	White Office-Type Paper and Mail	White Office-Type Paper and Mail means white paper used in offices and mail. May or may not have ink on it. Does not include envelopes lined with plastic or bubble wrap. May include the code 22 or PAP associated with chasing arrows. If coated with waxes or plastics, categorize as Remainder/ Composite Paper.	Examples include bond paper, rag paper, stationary grade paper, photocopy paper, white laser print paper, computer printer paper, letter paper, ruled binder paper, bills/ business forms, white envelopes with or without clear windows, white cardstock.
36	Paper	Magazines and Catalogs	Magazines and Catalogs means multi-page bound items (glued or stapled) made of glossy coated paper. This paper is usually slick, smooth to the touch, and reflects light. May include the code 22 or PAP associated with chasing arrows.	Examples include glossy magazines, catalogs, brochures, pamphlets, glossy inserts found in newspapers.

Count	Category Name	Material Type & Form	Material Definition	Examples
37	Paper	Newspapers/ Newspaper Inserts	Newspapers/ Newspaper Inserts means paper used in newspapers and all items made from newsprint. May include the code 22 or PAP associated with chasing arrows.	Examples include newspapers, free advertising guides, election guides, plain news packing paper, telephone books, directories, real-estate listings, non-glossy mail-order catalogs.
38	Paper	Paper Bags and Kraft Paper	Paper Bags and Kraft Paper means paper bags means bags made from Kraft paper, including grocery bags, and sheets of Kraft paper. The paper may be brown (unbleached) or white (bleached). The paper may also be single layer or multi-layer (multiwall). May include the code 22 or PAP associated with chasing arrows. If coated with waxes or plastics, categorize as Remainder/ Composite Paper.	Examples include paper grocery bags, single-layer paper bags such as lunch bags, multiwall paper bags that do not have a plastic layer incorporated into the bags, heavyweight sheets of Kraft packing paper, manila folders or envelopes.
39	Paper	Uncoated Corrugated Cardboard/ Old Corrugated Containers (OCC)	Uncoated Corrugated Cardboard/ Old Corrugated Containers (OCC) means a paper laminate usually composed of three layers. The center wavy layer is sandwiched between the two outer layers. It can be uncoated or have a (glossy) coating on the inside or outside. May include the code 20 or PAP associated with chasing arrows. If coated with waxes or plastics, categorize as Remainder/ Composite Paper.	Examples include cardboard packaging and containers, shipping and moving boxes, computer packaging cartons, sheets and pieces used as dividers in boxes, boxes used for primary packaging of various consumer goods, may include clean molded fiber. EXCLUDES waxed cardboard and paperboard boxes such as cereal or tissue boxes.

Count	Category Name	Material Type & Form	Material Definition	Examples
40	Paper	Folded Paper Containers and Other Paperboard Packaging	<p>Folded Paper Containers and Other Paperboard Packaging means paperboard boxes, other than corrugated, which fold and are primarily made of paper with few other materials (e.g. boxes with plastic windows are excluded). These cartons and packaging are typically used as the primary packaging for various products such as breakfast cereals, snack foods, jewelry, tobacco, pharmaceuticals and cosmetics. This also includes non-box paperboard such as paper tubes for toilet paper. May include the code 21 or PAP associated with chasing arrows. If coated with waxes or plastics, categorize as Remainder/ Composite Paper.</p>	<p>Examples include paperboard boxes such as boxes for breakfast cereals, snack foods, jewelry, tobacco, pharmaceuticals and cosmetics tissue boxes, shoe boxes, detergent boxes, boxes for wine and other beverages with plastic liner removed, paper-based tubes and cores including paper towel tubes and toilet paper tubes.</p>

Count	Category Name	Material Type & Form	Material Definition	Examples
41	Paper	Other Mixed Paper	<p>Other Mixed Paper means items made of paper that do not fit into any of the other paper types, but that are generally recyclable or not generally composted. Paper may be bundled and tied. Any bags or bundles of paper should be separated for characterization. Paper may be combined with minor amounts of other materials such as tape, staples, cloth or string binding, glues, or waxes. Includes shredded paper and paper fragments smaller than two inches if applicable. May include the code 22 or PAP associated with chasing arrows. Does not include items with embedded batteries. If fully coated, categorize as Remainder/ Composite Paper.</p>	<p>Examples include pigmented paper, pigmented stationery grade paper, cardstock, index cards, non-tearing paper envelopes, lined or pigmented notebook paper, carbonless forms, thermal fax paper, chipboard, hardcover books with covers removed, paperback books, bagged shredded paper, greeting cards, paper clothing tags, coupons, paper-only shipping envelopes, school construction paper/ butcher paper, pigmented envelopes for greeting cards, paper gift bags, non-metallic gift wrap, tissue paper for gift wrapping, paper notebooks with paper covers, scrap paper. EXCLUDES items with embedded batteries, including greeting cards with batteries.</p>
42	Paper	Clean Molded Paper Fiber	<p>Clean Molded Paper Fiber means clean molded paper fiber packaging for shipping or other non-food uses. If coated, categorize as Remainder/ Composite Paper.</p>	<p>Examples include molded paper fiber shipping inserts, unused pulp paper plant pots.</p>

Count	Category Name	Material Type & Form	Material Definition	Examples
43	Paper	Uncoated Fiber-Based Food Service Ware	Uncoated Fiber-Based Food Service Ware means uncoated fiber-based or paper packaging for food service. Includes molded paper fiber for food service. Does not include a plastic, wax, or other coating. If paper coating is ambiguous, categorize as Composite Food Service Paper & Packaging.	Examples include uncoated paper to-go containers and trays such as for hot cups and meals, uncoated paper plates or cups, pulp paper egg cartons, uncoated pizza boxes, paper towels, napkins, tissues, coffee filters, clay-coated paperboard to-go containers from the CalRecycle List of Approved Food Service Packaging, bakery bags. May include mild food soiling.
44	Paper	Composite Food Service Paper & Packaging	Composite Food Service Paper & Packaging means food service paper items and packaging that are coated with waxes, plastics, or otherwise lined or combined with additional materials including metals or plastics. May include the code 81 (PapPet) or 84 (C/PAP) associated with chasing arrows. Does not include gabletop cartons or aseptic packaging.	Examples include wax or plastic-coated paper to-go boxes and serving trays, plastic-coated paper frozen food boxes, paper hot cups, paper cold cups, paper straws, coated paper plates including plastic-lined paper microwavable plates, plastic-coated paper food service ware, waxed paper wrappings, ice cream cartons. May include mild food soiling. EXCLUDES gable-top cartons and aseptic paperboard containers.

Count	Category Name	Material Type & Form	Material Definition	Examples
45	Paper	Remainder/ Composite Paper	Remainder/ Composite Paper means items made mostly of paper but combined with large amounts of other materials such as wax, plastic, glues, foil that do not fit into any other material category. Any bags or bundles of paper should be separated for characterization. May include the code 81 (PapPet), 82, 83, 84 (C/PAP), or 85 associated with chasing arrows.	Examples include blueprints, sepia, carbon paper, photographs, sheets of paper stick-on labels, self-adhesive notes, lined butcher paper, receipts or receipt paper, fluorescent colored paper, aluminized paper, plastic-coated paper, PE-coated paper, PLA-coated paper, waxed corrugated cardboard, waxed paper, metallic or plastic-coated gift wrapping paper, hanging file folders, posters and maps. EXCLUDES gabletop cartons, aseptic containers, composite food service paper, paper mailing pouches, shipping envelopes, paper heavily soiled by food or other organic materials.
46	Plastic	PET Clear Beverage Bottles - CRV	PET Clear Beverage Bottles - CRV means clear bottles for beverages that are marked with PET or PETE (1) and have the CRV symbol.	Examples include clear PET bottles for soda, water, liquor, and juice.
47	Plastic	PET Clear Bottles - non-CRV	PET Clear Bottles - non-CRV means clear screw-top bottles that are marked with PET or PETE (1), without the CRV symbol.	Examples include clear PET bottles for household products such as shampoo, cleaning products, mouthwash, ketchup, and salad dressing, cooking oil.

Count	Category Name	Material Type & Form	Material Definition	Examples
48	Plastic	Other PET Clear Single-Use Rigids	Other PET Clear Single-Use Rigids means clear single-use rigid containers and other single-use items that do not fit in any other category that are marked with PET or PETE (1).	Examples include jars and containers for food, containers for household products (e.g. shampoo, cleaning products), single-use plastic cold cups, trays, disposable cup lids, pharmaceutical containers (pill bottles), toy packaging, custom rigid packaging for small non-food items. EXCLUDES bottles, clamshells, berry containers, plastic egg cartons, other hinged thermoformed containers, and thermoformed tubs/boxes.
49	Plastic	PET Pigmented Beverage Bottles - CRV	PET Pigmented Beverage Bottles - CRV means bottles for beverages, other than clear bottles, that are marked with PET or PETE (1), and have the CRV symbol.	Examples include bottles for soda, water, liquor.
50	Plastic	PET Pigmented Bottles - non-CRV	PET Pigmented Bottles - non-CRV means narrow-necked containers such as screw-top bottles, other than clear bottles, that are marked with PET or PETE (1), without the CRV symbol.	Examples include pigmented PET bottles for household products such as shampoo, cleaning products, mouthwash, ketchup, and salad dressing, pharmaceutical containers (pill bottles).

Count	Category Name	Material Type & Form	Material Definition	Examples
51	Plastic	Other PET Pigmented Single-Use Rigids	Other PET Pigmented Single-Use Rigids means single-use rigid containers and other single-use items, other than clear resin and other than bottles, that are marked with PET or PETE (1).	Examples include jars and containers for food, containers for household products, single-use plastic cold cups, trays, disposable cup lids, black frozen food trays. EXCLUDES bottles, clamshells, berry containers, plastic egg cartons, other hinged thermoformed containers, and thermoformed tubs/boxes.
52	Plastic	PET Thermoformed Clamshells and Containers	PET Thermoformed Clamshells and Containers means a PET thermoform plastic container that is a clamshell, hinged container (i.e., clamshell-like), or a lidded tub/box, generally used to package food items or other products or used as food service ware. Resin can be of any color, pigmented or clear. These are marked with PET or PETE (1).	Examples include PET clamshell to-go containers, berry containers, plastic tubs used for lettuce, plastic egg cartons, plastic packaging for cupcakes, clamshell packaging for hardware, fasteners, or office supplies.
53	Plastic	PET Multi-Use Rigids	PET Multi-Use Rigids means durable plastic items that are marked with PET or PETE (1). Does not include durable items that are mixture of plastic and another material.	Examples include crates, totes, buckets, tubs, plastic garbage cans, flower pots, lawn furniture, plastic toys and sporting goods, plastic housewares, building materials, engineering moldings.

Count	Category Name	Material Type & Form	Material Definition	Examples
54	Plastic	HDPE Clear Beverage Bottles - CRV	HDPE Clear Beverage Bottles - CRV means bottles and jugs for beverages that are marked with HDPE (2), and the CRV symbol. The plastic is cloudy white, allowing light to pass through it.	Examples include beverage containers for water, soda, juice, including bottles and jugs.
55	Plastic	HDPE Clear Beverage Bottles - non-CRV	HDPE Clear Beverage Bottles - non-CRV means containers for beverages that are marked with HDPE (2), without the CRV symbol. The plastic is cloudy white, allowing light to pass through it.	Examples include beverage containers for milk, medical food, infant formula, or juice, including bottles and jugs for beverages that are not part of the CRV program.
56	Plastic	Other HDPE Clear Single-Use Rigids	Other HDPE Clear Single-Use Rigids means clear plastic jars and other rigid containers that are marked HDPE (2). Does not include durable containers or beverage bottles. The plastic is cloudy white, allowing light to pass through it.	Examples include jugs, jars, and other containers for food, or for household products (e.g. shampoo and hair care, cleaning products, cosmetics, detergents, bleach) EXCLUDES beverage bottles and durable items.

Count	Category Name	Material Type & Form	Material Definition	Examples
57	Plastic	HDPE Pigmented Single-Use Rigids	HDPE Pigmented Single-Use Rigids means pigmented plastic bottles, jars, and other rigid containers that are marked HDPE (2). Does not include durable containers. The plastic is a solid color, preventing light from passing through it.	Examples include pigmented bottles, jugs, jars, and other containers for food, coffee creamer, margarine, cottage cheese, yogurt tubs, tubes for frozen juice, 4- or 6-carriers for aluminum beverage cans, empty medicine bottles, or containers for household products (e.g. shampoo and hair care, cleaning products, cosmetics, detergents, empty motor oil, empty antifreeze, empty vehicle and equipment fluid bottles) EXCLUDES beverage bottles and durable items.
58	Plastic	HDPE Buckets: Food	HDPE Buckets: Food means buckets over 1-gallon (including 5-gallon buckets) that are marked with HDPE (2), and which previously contained consumable food items.	Examples include buckets over 1 gallon used for bulk sale and storage of food items.
59	Plastic	HDPE Buckets: non-Food	HDPE Buckets: non-Food means over 1-gallon buckets (including 5-gallon buckets) that are marked with HDPE (2).	Examples include buckets over 1 gallon used for non-food items. EXCLUDES buckets which previously contained consumable food items.

Count	Category Name	Material Type & Form	Material Definition	Examples
60	Plastic	Other HDPE Multi-Use Rigid	Other HDPE Multi-Use Rigid means durable items that are marked with HDPE (2). Does not include durable items that are mixture of plastic and another material.	Examples include crates, totes, tubs, plastic garbage cans, flower pots, lawn furniture, plastic toys and sporting goods, plastic housewares, building materials, reusable shipping crates, plastic wood, wire and cable covering EXCLUDES HDPE buckets, HDPE single-use.
61	Plastic	PVC Single-Use Rigid	PVC Single-Use Rigid means single-use plastic containers of any color that are marked with PVC (3). Does not include durable items such as PVC pipes.	Examples include bottles, blister packs, clear plastic gift boxes, and plastic tube packaging
62	Plastic	PVC Multi-Use	PVC Multi-Use means durable plastic items that are marked with PVC (3). Does not include durable items that are mixture of plastic and another material.	Examples include crates, totes, buckets, tubs, plastic garbage cans, flower pots, lawn furniture, plastic toys and sporting goods, plastic housewares, building materials including pipes, siding, fencing, decking, plastic cutting boards
63	Plastic	LDPE Clear Beverage Bottles	LDPE Clear Beverage Bottles means clear bottles for beverages that are marked with LDPE (4).	Examples include novelty drink bottles, squeezable bottles.

Count	Category Name	Material Type & Form	Material Definition	Examples
64	Plastic	LDPE Clear Single-Use Rigid	LDPE Clear Single-Use Rigid means clear plastic jars and other rigid containers that are marked LDPE (4). Does not include durable containers or beverage bottles.	Examples include squeezable bottles, container lids, takeout containers.
65	Plastic	LDPE Pigmented Single-Use Rigid	LDPE Pigmented Rigid Single-Use means pigmented plastic jars and other rigid containers that are marked LDPE (4). Does not include clear or durable containers.	Examples include novelty drink bottles, squeezable bottles, container lids.
66	Plastic	LDPE Multi-Use	LDPE Multi-Use means durable plastic items that are marked with LDPE (4). Does not include durable items that are mixture of plastic and another material.	Examples include crates, totes, buckets, tubs, plastic garbage cans, flower pots, lawn furniture, plastic toys and sporting goods, plastic housewares, building materials.
67	Plastic	PP Clear Single-Use Rigid	PP Clear Single-Use Rigid means clear plastic bottles, jars and other rigid containers and lids that are marked PP (5). Does not include durable containers.	Examples include containers for deli and takeout, cold beverage cups, containers for margarine, medicine bottles, bottles for catsup and syrup, yogurt cups, preserved fruit, vegetable, or snack cups, lids, thin single-use plastic containers for food storage such as tupperware.

Count	Category Name	Material Type & Form	Material Definition	Examples
68	Plastic	PP Pigmented Single-Use Rigids	PP Pigmented Single-Use Rigids means pigmented plastic bottles, jars and other rigid containers and lids that are marked PP (5). Does not include durable containers.	Examples include containers for deli and takeout, containers for margarine, berry baskets, empty medicine bottles, empty prescription bottles, bottles for catsup and syrup, yogurt cups, lids, microwavable trays.
69	Plastic	PP Multi-Use	PP Multi-Use means durable plastic items that are marked with PP (5). Does not include durable items that are mixture of plastic and another material.	Examples include plastic automotive components, plastic luggage, reusable plastic food containers such as tupperware.
70	Plastic	PS Thermoformed Clamshells and Containers	PS Thermoformed Clamshells and Containers means a PS thermoform plastic container that is a clamshell or hinged container (i.e., clamshell-like) or a lidded tub/box, generally used to package food items or other products or used as food service ware. Resin can be of any color, pigmented or clear. These are marked with PS (6). Does not include expanded polystyrene (EPS) containers.	Examples include PS clamshell to-go containers.
71	Plastic	PS Densified - Single-Use Food Service Ware	PS Densified - Single-Use Food Service Ware means Non-expanded polystyrene food service ware marked with PS (6) that do not fit in any other category.	Examples include spoons, forks, knives, drink lids, microwavable trays, red pint cups. Excludes PS clamshells or other thermoformed containers.

Count	Category Name	Material Type & Form	Material Definition	Examples
72	Plastic	PS Densified – Multi-Use	PS Densified: Multi-Use means non-expanded durable plastic items that are marked with PS (6). Does not include durable items that are mixture of plastic and another material, or expanded polystyrene items.	Examples include plates, trays, crates, totes, buckets, tubs, pails, garbage cans, laundry baskets, flower pots, lawn furniture, plastic toys and sporting goods, plastic housewares, building materials.
73	Plastic	PS Expanded - Packaging	PS Expanded means any low-density or expanded polystyrene items, which may be marked with PS (6). Includes cushioning.	Examples include packaging materials such as void fill, cushioning, and packing peanuts.
74	Plastic	PS Expanded - Food Service Ware	PS Densified - Packaging means non-expanded durable plastic items that are marked with PS (6). Includes cushioning.	Examples include takeout containers such as clamshells, cold cups, single-use bowls and plates.
75	Plastic	Other (7) Single-Use Rigids	Other (7) Single-Use Rigids means single-use plastic items marked with Other (7). May include items made with biodegradable resins (PLA, PHA).	Examples include juice and catsup bottles, cups, empty prescription bottles

Count	Category Name	Material Type & Form	Material Definition	Examples
76	Plastic	Films - Plastic Bags - Designed for Disposal	Films - Plastic Bags - Designed for Disposal means all bags made from thin plastic film under 2.25 mm thick, regardless of resin types. Bags may or may not include recycling symbols. Any mixed bags or bundles of bags should be separated for characterization.	Examples include plastic shopping bags, plastic merchandise bags, zip-top plastic bags, cereal box liners, bags for bedding and medical, newspaper bags, food bags including for bread, household garbage bags, trash bags, dry cleaning bags, tee-shirt bags, plastic produce bags. EXCLUDES Reusable and Compostable plastic bags.
77	Plastic	Films - Plastic Bags - Designed for Reuse	Films - Plastic Bags - Designed for Reuse means all bags made from thin plastic film, regardless of resin types. These bags are often of thicker film than other plastic bags, at least 2.25 mm thick. These bags include a printed statement that the bag is made partly or wholly from postconsumer recycled material and may state the postconsumer recycled material content percentage. Bags may or may not include recycling symbols. Any mixed bags or bundles of bags should be separated for characterization. Does not include totes or other reusable bags made of a textile material.	Examples include plastic shopping bags or plastic merchandise bags. EXCLUDES totes and other reusable bags made of a textile material.

Count	Category Name	Material Type & Form	Material Definition	Examples
78	Plastic	Films - Plastic Bags - Compostable	Films - Plastic Bags - Compostable means all bags made from thin plastic film, regardless of resin types. Bags must include indications of compostability or biodegradability and may or may not include recycling symbols. Often milky green in color. Any mixed bags or bundles of bags should be separated for characterization.	Examples include plastic bags intended for holding trash, compostable waste, pet waste, or vegetables.
79	Plastic	Films - Plastic Non-Bags - Agricultural and Commercial	Films - Plastic Non-Bags - Agricultural and Commercial means heavy plastic films, regardless of resin types or pigmentation. Film plastic used for large-scale packaging or transport packaging. Any mixed bags or bundles of films should be separated for characterization.	Examples include films for silage, mulch, or greenhouses, wraps for hay bales, commercial films, mattress bags, furniture wrap, film bubble wrap, drop cloth plastic sheeting, building wrap, fumigation film.
80	Plastic	Films - Plastic Non-Bags - Other Film	Films - Plastic Non-Bags - Other Film means thin films for food service and other packaging use, regardless of resin types or pigmentation.	Examples include plastic wrap, other plastic packaging films, baby wipe packets, cleaning wipe packets, ovenable film, shrink wrap, deli wrap, stretch film, candy bar wrappers, plastic food wrappers, bubble wrap, small plastic single-serving packets, X-ray film, metallized film for wine and balloons. EXCLUDES films for agricultural and commercial use.

Count	Category Name	Material Type & Form	Material Definition	Examples
81	Plastic	Mixed Plastic Multi-Use	Mixed Plastic Multi-use means plastic items other than containers that are made to last for more than one use. These items may bear any resin type in the triangular recycling symbol or otherwise are unidentifiable by resin. Does not include durables that include metal, paper, or other material types.	Examples include reusable water bottles, lids for plastic reusable containers such as tupperware, crates, totes, large buckets for paint or food, multi-gallon barrels/ tanks, tubs, pails, garbage cans, laundry baskets, plastic luggage, flower pots, plastic planters, lawn furniture, plastic toys and sporting goods, plastic snow discs, plastic housewares, plastic hangers, CDs, DVDs, VHS, building materials including house siding and molding, window sashes and frames, electronics housing, impact-resistant cases, plastic pipes and fittings, sprinkler pipe.
82	Plastic	Remainder/ Composite Plastic	Remainder/ Composite Plastic means plastic that cannot be put into any other type. This may include items made mostly of plastic but combined with other materials. May include the code 90 (C/LDPE), 91 (C/LDPE) or 92 associated with chasing arrows. Includes plastic fragments smaller than two inches if applicable.	Examples include small plastic fragments of any pigment or resin, plastic twine, auto parts or electronic components with plastic attached to metal, toys, plastic laminate.

Count	Category Name	Material Type & Form	Material Definition	Examples
83	Plastic	Unknown Plastic Type or Mixture of Multiple Plastic Resins (Single-Use)	Unknown Plastic Type or Mixture of Multiple Plastic Resins (Single-Use) means single-use plastic items with no discernable resin or resin labeling. Does not include durables.	Examples include food service ware, packaging, plastic drinking straws, plastic stirrers, foam trays, packing peanuts, plastic lids, plastic soda carriers, produce baskets.
84	Special Waste	Tires	Tires means vehicle tires, including automotive and bicycle. Tires may be pneumatic or solid.	Examples include tires from trucks, automobiles, motorcycles, heavy equipment, lawn mowers, and bicycles.
85	Special Waste	Mattresses and Foundations	Mattresses and Foundations means a resilient material or combination of materials that is enclosed by a ticking, is used alone or in combination with other products, and is intended for or promoted for sleeping upon. Includes foundations, which means a ticking-covered structure used to support a mattress or sleep surface. The structure may include constructed frames, foam, box springs, or other materials, used alone or in combination.	Examples include mattresses, mattress frames, box springs. EXCLUDES mattress toppers, items for use on top of mattresses, beds for juveniles, water furniture, fold out beds.
86	Special Waste	Bulky Items	Bulky Items means large, hard-to-handle items that are not defined elsewhere in the material types list. Any object beyond the approximate 2-gallon volume that cannot be accepted by recycling machinery.	Examples include furniture, appliances, wheelbarrows, large non-hazardous electronics. EXCLUDES electronics with hazardous components.

Count	Category Name	Material Type & Form	Material Definition	Examples
87	Textiles	Textiles and Clothing	Textiles and Clothing means all fabric and clothing items, other textile items made of organic, synthetic, unknown, and mixed fibers, and clothing accessories whether made of leather, rubber, other materials, or a combination thereof. Textiles with zippers and buttons are included. May include the codes 60-69 and the code TEX associated with chasing arrows.	Examples include cloth and rags, clothing, blankets, linens, towels, sheets, rope, shoes, boots, sandals, purses, belts, upholstery, tote bags, carpet, packaging made from textiles, including ribbons.

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 completed deliverables in accordance with Exhibit B.1 Cost Sheet and per the terms of the Pay-per-Deliverable payment structure identified in Exhibit B, Item 8, Table 1.

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:** See Exhibit B 1

6. **TRAVEL CLAUSE:** All travel will be reimbursed at the excluded employee travel rates in accordance with the California Code of Regulations Title 2, Division 1, Chapter 3, Subchapter 1, Article 2, Section 599.615.1 et seq. The Contractor will be held to the State per diem rates in effect at the time of travel. For specific per diem (lodging, meals and incidentals) reimbursement rates, see California Code of Regulations Title 2, Division 1, Chapter 3, Subchapter 1, Article 2, Section 599.619. For this Agreement, the Contractor's

headquarters are located at <Enter Address>. Per diem will not be reimbursed for travel within 50 miles of Contractor's headquarters.

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

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

This contract is subject to final payment withholding in accordance with Military & Veterans Code § 999.7 until the Contractor complies with the certification requirements of subdivision (d) of § 999.5. 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 and submits the Prime Contractors Certification – DVBE Subcontracting Report (STD 817) form to CalRecycle.

8. **PAY-PER-DELIVERABLE STRUCTURE:** This is a "Pay-per-Deliverable" contract. Individual deliverable, including samples, that do not meet the contractual requirements specified in the Contract will not be paid at full cost. The "Pay-per-Deliverable" structure is detailed in Appendix, Table 1 below.

Table 1

Tasks	Payment Structure
<p>Task 1 - Preparation for Kickoff Meeting and Project Kickoff Meeting with CalRecycle</p> <p>A meeting is considered "complete" only if:</p> <ul style="list-style-type: none"> • An agenda is provided with all of the required details as described in Task 1, and • Meeting notes are submitted as described in Task 1. <p>A meeting is considered "incomplete" if either of the above two conditions are not met.</p>	<p>The Contractor's compensation for this deliverable, includes all work performed as part of Task 1.</p> <p>The Contractor must indicate the cost for the kickoff meeting and associated deliverables in their proposal (\$/meeting).</p>
<p>Task 2 – Monthly meetings with CalRecycle</p> <p>A meeting is considered "complete" only if:</p>	<ul style="list-style-type: none"> • For a "complete" meeting, 100 percent of the proposed task costs will be paid. • For an "incomplete" meeting and deliverables, the Contractor's remedial options are as follows:

Tasks	Payment Structure
<ul style="list-style-type: none"> • An agenda is provided with all the required details as described in Task 2, and • Meeting minutes are submitted as described in Task 2. <p>A meeting is considered “incomplete” if either of the above two conditions are not met before the next meeting.</p>	<ul style="list-style-type: none"> ○ Correct all identified issues and resubmit the deliverables within seven (7) calendar days of receiving notice of an issue from CalRecycle (beyond the specified time requirements in Task 2). If approved, the corrected data is eligible for 95 percent of the per-sample price and the Contractor shall be instructed to invoice CalRecycle accordingly. ○ If data is corrected and resubmitted more than seven (7) calendar days after CalRecycle’s initial notice, and with more than thirty (30) calendar days before the contract ends, the corrected data is eligible for 90 percent of the of the per-sample price and the Contractor shall be instructed to invoice CalRecycle accordingly. CalRecycle may take up to fourteen (14) calendar days to review resubmitted data. ○ If data is corrected and resubmitted at or less than thirty (30) calendar days before the contract ends, it will be deemed “incomplete” and is not eligible for payment. <ul style="list-style-type: none"> • If deliverables are not resubmitted, it will be deemed “incomplete” and is not eligible for payment. • Zero (0) percent will be paid for any meetings that are not “complete” as defined. <p>The Contractor’s compensation for this deliverable, includes all work performed as part of Task 2.</p> <p>The Contractor must indicate the cost for a single meeting and associated deliverables in their proposal (\$/meeting).</p>
Task 3 - Coordinating, Determining, and Submitting Field Schedules	For a “complete” schedule, 100 percent of the proposed tasks costs per field season will be paid.

Tasks	Payment Structure
<p>A schedule is considered complete if: A preliminary schedule and start-up tasks as required per Task 3.D is submitted no fewer than fourteen (14) calendar days prior to each field season, and A final schedule and start-up tasks as required per Task 3.F is submitted seven (7) calendar days prior to the start of each field season.</p> <p>A schedule is considered “incomplete” if either of the two of the conditions are not met before the start of either field season.</p>	<p>For a “complete” schedule that occurs after the specified time requirements as outlined in Task 3, if approved, only 95 percent of the proposed task costs will be paid. Zero (0) percent will be paid for any submitted schedules that are not “complete” as defined.</p> <p>The Contractor must indicate the cost of this deliverable in their proposal. (\$/preliminary and final field schedule by sampling season).</p>
<p><i>Task 4 & Task 5</i> Task 4: Perform Field Sampling and Sorting at MRFs</p> <p>Task 5 - Data Collection, Data Entry, Quality Assurance/Quality Control, and Submittal of Field Data</p> <p>A sample is considered “complete” only if it meets all of the criteria below and as outlined in Task 5. If a single item from the list below is omitted or not as specified in the contract, the sample will be considered “incomplete”.</p> <ul style="list-style-type: none"> • If material is hand-sorted, weight is at least 125 pounds or approved alternative weight. • If material is visually characterized and consists of preapproved materials that have been accumulated for a proposed amount of time. <p>For all characterizations:</p> <ul style="list-style-type: none"> • Digital image requirements are met as specified in Task 4. • All data have passed the QA/QC per the Contractor’s methodology. 	<ul style="list-style-type: none"> • 100 percent if a sample is deemed “complete” by the CalRecycle Contract Manager. • If a sample is deemed “incomplete” by the CalRecycle Contract Manager, then the Contractor’s remedial options are as follows: <ul style="list-style-type: none"> ○ Correct all identified issues and resubmit the data within seven (7) calendar days of receiving notice of an issue from CalRecycle. If approved, the corrected data is eligible for 100 percent of the per-sample price and the Contractor shall be instructed to invoice CalRecycle accordingly. ○ If data is corrected and resubmitted more than seven (7) calendar days after CalRecycle’s initial notice, and with more than thirty (30) calendar days before the contract ends, the corrected data is eligible for 95 percent of the per-sample price and the Contractor shall be instructed to invoice CalRecycle accordingly. CalRecycle may take up to fourteen (14) calendar days to review resubmitted data.

Tasks	Payment Structure
<ul style="list-style-type: none"> • All data and information acquired and submitted to CalRecycle via the secure shared drive, as outlined in Task 4 and 5. Any methodology deviations are noted as identified in Task 4.G. • All of the above criteria were executed within 7 calendar days after the end of a sampling week. 	<ul style="list-style-type: none"> ○ If data is corrected and resubmitted at or less than thirty (30) calendar days before the contract ends, it will be deemed “incomplete” and is not eligible for payment. ○ If data is not resubmitted, it will be deemed “incomplete” and is not eligible for payment. <p>The Contractor must indicate the cost of this deliverable in their proposal. (\$/sample).</p>
<p>Task 6 – Submit Weekly Field Reports</p> <p>A report is considered “complete” only if:</p> <ul style="list-style-type: none"> • All data, digital images, and information is provided as described in Task 6, and • <u>Includes</u> the upcoming final field schedule/sampling plan as described in Task 6. <p>A report is considered “incomplete” if either of the above two conditions are not met.</p>	<ul style="list-style-type: none"> • For submission of Weekly Progress Reports submitted within seven (7) calendar days after the end of the preceding sampling week and is deemed “complete” by the CalRecycle Contract Manager, 100 percent of the proposed task costs will be paid. • If a Weekly Progress Report is submitted <u>without</u> the upcoming final field schedule/sampling plan, the report shall be deemed “incomplete” by the CalRecycle Contract Manager and is not eligible for payment. • If a Weekly Progress Report is submitted after seven (7) calendar days after the preceding sampling week and includes the upcoming final field schedule/sampling plan, then is deemed “incomplete” by the CalRecycle Contract Manager. The Contractor’s remedial options are as follows: <ul style="list-style-type: none"> ○ Correct all identified issues and resubmit the report within seven (7) calendar days of receiving notice of an issue from CalRecycle. If approved, the corrected data is eligible for 100 percent of the per-sample price and the Contractor shall be instructed to invoice CalRecycle accordingly. ○ If data is corrected and resubmitted more than seven (7) calendar days after CalRecycle’s initial notice, and with more than thirty (30) calendar days before the contract ends, the corrected

Tasks	Payment Structure
	<p>data is eligible for 95 percent of the per-sample price and the Contractor shall be instructed to invoice CalRecycle accordingly. CalRecycle may take up to fourteen (14) calendar days to review submitted data.</p> <ul style="list-style-type: none">○ If the report is corrected and resubmitted at or less than thirty (30) calendar days before the contract ends, it will be deemed “incomplete” and is not eligible for payment. <p>If the report is not resubmitted, it will be deemed “incomplete” and is not eligible for payment.</p> <p>The Contractor must indicate the cost of this deliverable in their proposal. (\$/weekly report).</p>

EXHIBIT B.1

Below is a summary of the Pay-per-Deliverable costs followed by detailed costs by task and Contractor or subcontractor.

Task	Pay-per-Deliverable
Task 1	\$
Task 2	\$
Task 3	\$
Tasks 4 and 5	\$
Task 6	\$

Cost Sheet will be inserted here.

EXHIBIT D**SPECIAL TERMS AND CONDITIONS**

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

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

4. **CONTRACT MANAGEMENT:** The Contractor and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California. The Contractor may change the designated Project Director, but CalRecycle reserves the right to approve any substitution of the Project Director. The 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 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 (15) 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. (Public Contract Code, § 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 Government Code § 6250, or the Public Contract Code (PCC). CalRecycle agrees not to disclose such information or data furnished by the 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 PCC § 10365.5:
 - (a) No person, firm, or subsidiary thereof who has been awarded a consulting services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.
 - (b) Subdivision (a) does not apply to any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services contract that amounts to no more than ten (10) percent of the total monetary value of the consulting services contract.
 - (c) Subdivisions (a) and (b) do not apply to consulting services contracts subject to Chapter 10 (commencing with Section 4525) of Division 5 of Title 1 of the Government Code.
8. **CONSULTING SERVICES**: If this Agreement is for consulting services, the Contractor is hereby advised of its duties, obligations and rights under PCC §§ 10335 through 10381.
9. **DELIVERABLES**: All documents and/or reports drafted for publication by or for CalRecycle in accordance with this contract shall adhere to CalRecycle's Contractor Publications Guide at www.calrecycle.ca.gov/Contracts/PubGuide/ and shall be reviewed by CalRecycle's Contract Manager in consultation with a CalRecycle editor. For contracts of \$5,000 or more, any document or written report prepared for or under the direction of CalRecycle, shall include a notation on the inside cover as follows:
 "Prepared as part of CalRecycle contract number DRR[Insert], Total Contract Amount \$[Insert], pursuant to Government Code § 7550."
10. **ENTIRE AGREEMENT**: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with the Attachments and/or Exhibits hereto, contains the entire Agreement of the parties.
11. **ENVIRONMENTAL JUSTICE**: In the performance of this Agreement, the Contractor shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State. (Gov. Code, § 65040.12(e).)

12. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, the Contractor represents that it is not a target of Economic Sanctions. Should the State determine that the Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor’s bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.
13. FORCE MAJEURE: Neither CalRecycle nor the Contractor, including the Contractor's subcontractor(s), if any, will be responsible hereunder for any delay, default or nonperformance of this Agreement, to the extent that such delay, default or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, or flood, or any other cause beyond the reasonable control of such party.
14. GRATUITIES: CalRecycle may terminate this Agreement if gratuities were offered or given by the Contractor, or any agent or representative of the Contractor, to any employee of CalRecycle, with a view toward securing a contract or securing favorable treatment with respect to awarding or amending or making a determination with respect to performance of this Agreement.
15. IMPRACTICABILITY OF PERFORMANCE: This Agreement may be suspended or cancelled, without notice at the option of the Contractor, if the Contractor’s or CalRecycle’s premises or equipment is destroyed by fire or other catastrophe or is so substantially damaged that it is impractical to continue service or in the event the Contractor is unable to render service as a result of any action by any governmental authority.
16. INSURANCE: When required, the Contractor must provide: 1) a Certificate of Insurance insuring CalRecycle, and/or 2) verification of Worker’s Compensation insurance. The Contractor must provide said Certificate of Insurance and/or verification to CalRecycle within ten (10) days after notification of CalRecycle’s intent to award the Agreement. The Agreement will not be executed, nor can work begin, unless said Certificate of Insurance and/or verification is provided to CalRecycle.

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

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

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

17. INTELLECTUAL PROPERTY: CalRecycle shall exclusively own all intellectual property rights in and to all work product, including, but not limited to, writings, ideas, inventions (whether patentable or not), discoveries, research, proposals, and all other results and work product of any nature whatsoever, that is created, authored, produced, conceived, or reduced to practice in the course of the performance of this Agreement. Such intellectual property rights, whether registered or unregistered, and including all applications for and renewals or extensions thereof, shall include, but are not necessarily limited to copyrights; trademarks, service marks, trade dress, trade names, logos, and domain names, together with all of the goodwill associated therewith; and patents. The Contractor agrees, and shall cause all of its relevant personnel, including all employees, agents, subcontractors, and other personnel participating in any way in the creation or achievement of such work product, to agree, that any such work product that may qualify as “work made for hire” pursuant to 17 U.S.C. § 101 is hereby deemed a “work made for hire” for CalRecycle. To the extent that any of the work product does not constitute a “work made for hire” for CalRecycle, Contractor hereby irrevocably assigns to CalRecycle, and shall cause such personnel to irrevocably assign to CalRecycle, in each case without additional consideration, all rights, title, and interest throughout the world in and to the work product, including all intellectual property rights therein. Upon request of CalRecycle, the Contractor shall promptly take, and shall cause its relevant personnel to promptly take, such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist CalRecycle to prosecute, register, perfect, or record its rights in or to any such work product.
18. LIABILITY FOR NONCONFORMING WORK: The Contractor will be fully responsible for ensuring the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor’s deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, CalRecycle, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing CalRecycle for any additional expenses incurred to cure such defects.
19. LICENSES OR PERMITS: The Contractor shall be an individual or firm licensed to do business in and with the State of California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

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

20. ORDER OF PRECEDENCE: In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply: STD 213; GTC 04/2017 – General Terms and Conditions (incorporated by reference); Exhibit A – Scope of Work; Exhibit B – Budget Detail and Payment Provisions; Exhibit D – Special Terms and

Conditions; Other exhibits in alphabetical order, beginning with E; Attachments in numerical order, beginning with 1.

21. OWNERSHIP OF DRAWINGS, PLANS AND SPECIFICATIONS: CalRecycle will have separate and independent ownership of all drawings, design plans, specifications, notebooks, tracings, photographs, negatives, reports, findings, recommendations, data and memoranda of every description or any part thereof, prepared under this Agreement. The originals and all copies thereof will be delivered to CalRecycle upon request. CalRecycle will have the full right to use said originals and copies in any manner when and where it may determine without any claim on the part of the Contractor, its vendors or subcontractors to additional compensation.
22. PUBLICITY AND ACKNOWLEDGEMENT: The Contractor shall acknowledge CalRecycle's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material.
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: The Contractor shall perform all work pursuant to the Agreement in a safe, satisfactory, professional, efficient, and expeditious manner to the satisfaction of CalRecycle. 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. In the event of the Contractor's default under this Agreement, CalRecycle shall be entitled to all remedies available at law including, but not limited to, termination of this Agreement, withholding of any amount billed, and/or recovery of funds disbursed.
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 shall 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 Subcontractor 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's 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 (30) 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 the Contractor on CalRecycle's Unreliable List at any time after award of this Agreement may be grounds for termination of Agreement. If a Subcontractor is placed on CalRecycle's 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.

Recycled Content Certification

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

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

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

This form to be completed by contractor. The form must be completed and returned to CalRecycle with a row completed for each product purchased with contract dollars. Attach additional sheets if necessary. **Information must be included, even if the product does not contain recycled-content material.** Product labels, catalog/website descriptions, or bid specifications may be attached to this form as a method of providing that information. Add additional rows as needed.

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

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

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.)

1. *Postconsumer material comes from products that were bought by consumers, used, then recycled. For example: a newspaper that has been purchased and read, next recycled, and then used to make another product would be postconsumer material.*

If the product does not fit into any of the product categories, enter "N/A." Common N/A products include wood products, natural textiles, aggregate, concrete, electronics such as computers, TV, software on a disk or CD, telephone

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

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

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

Code	Description	Minimum content requirement
Product Categories (11)		
1	Paper Products - Recycled	30 percent postconsumer fiber, by fiber weight
2	Printing and Writing - Recycled	30 percent postconsumer fiber, by fiber weight
3	Compost, Co-compost, and Mulch - Recycled	80 percent recovered materials. i.e., material that would otherwise be normally disposed of in a landfill
4	Glass - Recycled	10 percent postconsumer, by weight
5	Rerefined Lubricating Oil - Recycled	70 percent re-refined base oil
6a	Plastic - Recycled	10 percent postconsumer, by weight
6b	Printer or duplication cartridges	a. Have 10 percent postconsumer material, or b. Are purchased as remanufactured, or c. Are backed by a vendor-offered program that will take back the printer cartridges after their useful life and ensure that the cartridges are recycled and comply with the definition of recycled as set forth in Section 12156 of the Public Contract Code.
7	Paint - Recycled	50 percent postconsumer paint (exceptions when 50 % postconsumer content is not available or is restricted by a local air quality management district, then 10% postconsumer content may be substituted)
8	Antifreeze - Recycled	70 percent postconsumer material
9	Retreated Tires - Recycled	Use existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400).
10	Tire- Derived - Recycled	50 percent postconsumer tires
11	Metals - Recycled	10 percent postconsumer, by weight

Attachment F - 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)
 - Client References
 - Contractor Status Form
 - Bidder Declaration Form

 - Disabled Veteran Business Enterprise Declarations
 - Contractor Certification Clauses (CCC 04/2017)
 - Iran Contracting Act Certification
 - Darfur Contracting Act Certification
 - California Civil Rights Laws Certification
 - Cost Proposal Sheet (Attachment C)
-

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

- One (1) unbound reproducible original Proposal package marked "Original" AND One (1) original, signed Cost Proposal Sheet in a separate sealed envelope marked "Cost Proposal-Do Not Open".
 - One (1) Electronic copy of Proposal Package in Adobe Acrobat format with the Proposal documents in a single file, including all required forms and attachments.
Do not include the Cost Proposal Sheet in the electronic copy.
-

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

- Small Business (SB) Subcontractor Payment Certification (Attachment A)
 - Disabled Veteran Business Enterprise (DVBE) Subcontractor Payment Certification (Attachment B)
 - Recycled Content Certification (end of Sample Standard Agreement)
 - Payee Data Record (Standard Form 204) viewable at <https://www2.calrecycle.ca.gov/Docs/Web/115086>
-

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.