



## DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

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### Notice to Prospective Proposers

May 4, 2023

You are invited to review and respond to this Request for Proposal (RFP) Secondary, entitled "2023 Recyclable Material Reclamation Study" DRR22060. In submitting your Proposal, you must comply with the instructions herein.

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

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

Melissa Mojonier  
[contracts@calrecycle.ca.gov](mailto:contracts@calrecycle.ca.gov)  
Phone: (916) 341-6048  
Fax: (916) 319-7345

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Melissa Mojonier  
Contract Administrator

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## **Section 1 Overview**

### **General Information**

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

### **CalRecycle Contact Information**

Department of Resources Recycling and Recovery

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

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

Phone: (916) 341-6048

Fax: (916) 319-7345

Email: [contracts@calrecycle.ca.gov](mailto:contracts@calrecycle.ca.gov)

Any documents delivered in person must be received by 2:00 p.m. on May 26, 2023 in the Visitor's & Environmental Service Center located in the lobby of the CalEPA Headquarters Building at 1001 I Street, Sacramento, CA 95814.

### **Service Needed**

CalRecycle is seeking a Contractor to perform a study to acquire representative information on the final disposition of aggregated material types and/or forms (aggregates), including different grades, produced by large volume transfer processors (LVTP) in California. The study will acquire information from entities/organizations who handle aggregated material types and/or forms from an LVTP, including those that produce the final feedstock(s) used for creation of goods. This study will not gather information directly from the LVTPs. This study is intended to help satisfy the requirements of Senate Bill (SB) 343 (Allen, Chapter 507, Statutes of 2021), which directs CalRecycle to publish information about the types and forms of material that are recycled in California.

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

### **Contract Budget**

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

Subject to availability of funds and approval by CalRecycle, there is a current maximum budget of \$200,000.00 (Two 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 shall be subject to a ten percent (10%) withholding per task. The withheld payment amount will be included in the final payment to the Contractor and will only be released when all required work has been completed to the satisfaction of CalRecycle.

**Contract Term**

The term of this Agreement will span approximately 10 months and is expected to begin in late June 2023. CalRecycle reserves the right to amend the term of this Contract as needs arise.

**Process Type**

Request for Proposal (RFP) (Secondary Method).

**Process Schedule**

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

Advertisement Date	May 4, 2023
Deadline for Submission of Written Questions	May 11, 2023
Submittals Due by 2:00 pm	May 26, 2023
Post Notice of Intent to Award	June 8, 2023

## **Section II Rules and Conditions**

### **Introduction**

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

### **Commitment**

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

- All items noted in RFP documents.
- Special Terms and Conditions, which are viewable 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 must include the current language, the proposed revised language, and the justification for the proposed revision. Any revisions are at the sole discretion of CalRecycle and will only be made under very limited circumstances in which the revisions apply to all Proposers and benefit or enhance the Contract.

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

### **Antitrust Claims**

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

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including

treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the Proposal Package price, less the expenses incurred in obtaining that portion of the recovery. (See Government Code Section 4553.)

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

### **Contractor's Cost**

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

### **Information**

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 the 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 regarding the RFP. All questions must be submitted in writing either by mail, fax, or e-mail to the CalRecycle Contact as listed in Section I, Overview. 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 must:

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

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

### **Errors in Submittals**

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

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

### **Unreliable List**

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

### **Electronic Waste Recycling**

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

### **Use Tax**

If, during the course of the Contract, the Contractor will be involved in the re-sale of goods to the State, they must comply with the requirements of 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 (link in the Required Forms section of this document).

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.

**Payments to the Contractor**

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

**Equipment and Software Purchases**

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

## **Section III Proposal Submittal Requirements**

### **Introduction**

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

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

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

### **Deadline**

The Proposal package must be received by CalRecycle, at the address listed in Section I, Overview 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 must clearly state that it is in response to this RFP and note the RFP number listed with the direction of "Mailroom – do not open."

### **Number of Copies**

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

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

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

### **Document Printing**

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

### **Cover Letter**

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

- a. Name and address of the Proposer submitting qualifications;
- b. Proposer's Headquarters for purposes of this Contract, if awarded;
- c. Name, telephone number, and e-mail address of a person who can be contacted if further information is required;
- d. Name, title, address, telephone number, and e-mail address of individual(s) with authority to execute a binding Contract on behalf of the Proposer;

- e. Statement that personnel who will provide services under the Contract will have the required certifications and that the Proposer will have qualified personnel available to meet the service needs;
- f. Statement attesting to the fact of the percentage of post-consumer recycled content fiber paper used in the compilation of the Proposal package.
- g. Statement stating that the Contractor and any Subcontractors to be used during the performance of the contract are eligible to contract with the State of California, pursuant to PCC 10286; and
- h. List of 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 must 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 should include a Study Design 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 must be described in sufficient detail to allow CalRecycle staff to evaluate the methods and must address all tasks and items in the Scope of Work. The description should 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; detailed approaches for the tasks must be proposed that meet or exceed the requirements in meeting the project objectives.

Proposals must describe in detail how project objectives will be met and the methods the Contractor will use to achieve project objectives outlined in the Scope of Work.

The proposal should include:

1. A potentially-recovered-aggregates list
2. Entity/Organization Identification and Selection Strategy
3. Information Acquisition Methodology
4. Quality Assurance/Quality Control (QA/QC), and Information Submission Protocols
5. Final Report to CalRecycle-outline and structure

All methodologies should be described in sufficient detail to allow CalRecycle staff to evaluate the methods and should address all tasks and items in the Scope of Work.

Proposals should describe how the objectives will be met and the methods the contractor will use. The description should 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 must have the experience, qualifications, and resources to perform the required tasks of the project.

Because of the comprehensive nature and complexity of this study, proposers must demonstrate experience in: conducting large-scale (regional or statewide) waste or recycling focused studies including the development of a statistically representative study design and a plan for collecting information from various entities/organizations that handle various aggregated material types and/or forms; overcoming the potential obstacle of convincing various entities to take part in the study; collecting and presenting data under a Non-Disclosure Agreement (NDA); ensuring data integrity through appropriate quality assurance and quality control processes and data entry procedures and writing a detailed and comprehensive final report.

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

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

### **References**

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

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

### **Samples of Written Work**

The Proposer's team must include copies of verifiable written work that is similar in nature to the proposed project and deliverables. At least one example should demonstrate the following:

1. Knowledge and understanding of California's recycling and processing infrastructure, end-use markets for products generated from recycled material, and state and local regulations related to recycling; and
2. Experience collecting, compiling, and analyzing data and information related to California's solid waste and recycling infrastructure, end-use markets for products generated by the recycling infrastructure, and barriers to infrastructure development.

### **Contractor Eligibility**

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

### **Qualification/Licenses**

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

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

### **Small Business (SB) Participation**

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

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

- If the Proposer is a certified OSDS SB, as defined in Section V Definitions and Terms, the 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.

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

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 (link in Required Forms section of this document) 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.

CalRecycle will apply the preference as described below.

For award based on high score, the preference is applied by calculating the "earned" score for all Proposers: If the highest scored Proposal is from a non-certified SB then:

1. Calculate five percent (5%) of the highest responsible Proposer's total score.
2. Add the amount calculated in Step 1 above to the score of each of the Proposals eligible for the SB preference to obtain the new total scores for the eligible Proposals.

Application of the preference shall not displace an award to a SB with a non-SB.

A copy of the Proposer's and or/ SB subcontractor's SB certification shall be included with the Proposal.

If the Proposer makes a commitment to achieve SB participation, then the Proposer, if awarded this contract, must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of SB participation that was achieved (Govt. Code § 14841). Refer to the Small Business Enterprise Subcontractor Payment Certification form (Attachment A) to fulfill this requirement.

### **Disabled Veteran Business Enterprise (DVBE) Participation**

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

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 VI Definitions and Terms, the GSPD-05-105 Bidder Declaration form (under Section VII Required Forms) 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).

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

The Contractor shall report and certify DVBE subcontractor payments to CalRecycle 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.

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.)

### **Disabled Veteran Business Enterprise (DVBE) Incentive Application**

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

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

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

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

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

CalRecycle will apply the incentive as follows:

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

For award based on high score, the incentive is applied by calculating the "earned" score for all bidders. If the highest scored Proposal is from a non-certified DVBE then:

1. Calculate five percent (5%) of the highest responsible Proposer's total score.



2. Add the amount calculated above to the score of each of the Proposals eligible for the DVBE incentive according to the participation levels to obtain the new total scores for the eligible Proposals.

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.

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

#### **SB/DVBE Reporting Requirement**

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

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

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

If for this contract, Contractor made a commitment to achieve the DVBE participation goal, CalRecycle will withhold \$10,000 from the final payment, or the full final payment if less than \$10,000, until the Contractor complies with the certification requirements above. A Contractor that fails to comply with the certification requirement shall, after written notice, be allowed to cure the defect. Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of notice, the prime Contractor refuses to comply with the certification requirements, the CalRecycle shall permanently deduct \$10,000 from the final payment, or the full payment if less than \$10,000.

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

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

#### **SB/DVBE Resources**

The following may be used to locate DVBE Suppliers.

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

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

Access the link to 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>

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://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**

### **Evaluation**

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

### **Cost Breakdown**

Attachment C, Cost Proposal Sheet, 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 must 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 Bid Sheet Attachment A, under Column 6. For further travel information read the following section, Travel and Per Diem.

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 Attachment A and if the Proposer inserts a \$0, the Proposer must explain on Attachment A 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 will be grounds for disqualification.

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

The amount identified in Attachment A may not be changed and will remain in effect for the life of the Contract.

### **Travel and Per Diem**

All travel must be pre-approved by the Contract Manager. Only the least costly travel method (for example, personal car, rental car, or air travel) will be reimbursed. When determining the least costly travel method, the Contractor should take into consideration not only direct expenses, but also the time billed. If the Contractor is unsure what least costly method may be, he or she shall consult with the Contract Manager. All travel will be reimbursed at the excluded employee travel rates in accordance with the California Code of Regulations Title 2, Division 1, Chapter 3, Subchapter 1, Article 2, Section 599.615.1 et seq. At the time of the RFP release, the rates listed below apply. However, they are subject to change and the Contractor will be held to the State per

diem rates in effect at the time of travel. Per diem (lodging, meals and incidentals) will not be reimbursed for travel within 50 miles of Contractor's headquarters.

- Lodging (receipts required) per day:

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

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

Napa, Riverside, and Sacramento Counties:

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

Marin:

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

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

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

Monterey, San Diego Counties:

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

Alameda, San Mateo, and Santa Clara Counties:

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

City of Santa Monica:

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

San Francisco:

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

- Meals (actual expense) (up to \$7 for breakfast, \$11 for lunch and \$23 for dinner) – up to a maximum of \$41 per day
- Incidentals – up to a maximum of \$5 per day.
- Coach airfare, mid-size/economy rental cars, parking and fuel – actual costs verified by bills or receipts. Expenses for rental car insurance, fuel for rental cars purchased from the rental car company, and additional air travel expenses such as preferred

boarding, will not be reimbursed. First Class or Business Class air travel is not allowed. Airport parking must be at the most economical rate. Expenses for one way rental car expense (i.e. charges for returning a rental car to a location other than that from which it was rented) will only be reimbursed if preapproval is given by the Contract Manager prior to the expense being incurred.

- Personal Vehicle Use for travel is reimbursed at \$0.665 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 evaluation team.

### Selection Process

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

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

In assigning points for individual rating factors, the evaluation team may consider issues including, but not limited to, the extent to which a Proposal response:

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

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

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

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

<u>Rating Category</u>	<u>Maximum Points</u>
Experience	36
Methodology	69
Rating Total	105
Cost Points	45
Maximum Total	150

- 2) CalRecycle will consider a proposal technically deficient and non-responsive if the proposal earns a score that is less than 24 points in the Experience Category or less than 46 points in the Methodology Category.

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

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



### **Cost Points**

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

- 1) Lowest cost Proposal is awarded the maximum cost points.
- 2) Other Proposals are awarded cost points based on the following calculation:

Other Proposer's Cost Points = (factor\*) X maximum cost points

\* factor is the Lowest Proposer's cost divided by Other Proposer's cost

#### EXAMPLE

*Lowest Proposer's cost = \$10*

*Other Proposer's cost = \$12*

*Maximum cost points = 30 cost points*

*factor = \$10 ÷ \$12 = .83*

*Cost Points Calculation for Other Proposer's Cost*

*.83 X 30 cost points = 25 cost points*

*Final Cost Points Awarded*

*Lowest cost Proposal receives 30 cost points*

*Other cost Proposal receives 25 cost points*

### **Grounds for Rejection**

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

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

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

No Proposal may be rejected arbitrarily or without reasonable cause.

### **Award of Contract**

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

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

CalRecycle reserves the right not to award a Contract.

**Notice of Intent to Award**

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

Notice of the intent to award will be posted on CalRecycle's website at <https://www2.calrecycle.ca.gov/Contracts/Current/> and at the headquarters building noted in Section I. It is the Proposer's responsibility to check one of these locations for a copy of the Notice of Intent to Award.

**Rejection of Award**

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

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

**Protest of Award**

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

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

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

The protest documents should be sent to the following two parties:

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

Bid Protest Coordinator Email address: [OLSProtests@dgs.ca.gov](mailto:OLSProtests@dgs.ca.gov)

## Section VI Definition and Terms

### General

Unless the context otherwise requires, wherever in this RFP or addenda, the following abbreviations and terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as provided in this Section.

Working titles having a masculine gender, such as “draftsman” and “journeyman” and the pronoun “he”, are utilized in these provisions for the sake of brevity, and are intended to refer to persons of either sex.

### Abbreviations

ADA	Americans with Disabilities Act
CAL EPA	California Environmental Protection Agency
CALRECYCLE	Department of Resources Recycling and Recovery
CCR	California Code of Regulations
DVBE	Disabled Veteran Business Enterprise
EPA	Environmental Protection Agency (Federal Government)
GC	Government Code
PCC	Public Contract Code
RFP	Request for Proposals
SB	Small Business
SOW	Scope of Work
OSDS	The Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS)

### Cal EPA

The California Environmental Protection Agency

### CalRecycle Staff

Staff of the Department of Resources Recycling and Recovery involved in the implementation of this contract or representatives of Consultant to the Department of Resources Recycling and Recovery as designated in the Work Orders.

### Consultant

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

### Contract

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

### Contract Manager

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

**Contractor**

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

**Director**

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

**Disabled Veteran Business Enterprise (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 Contract. All official correspondence, reports, submittals, billings, and other work done under this Contract shall be reviewed and signed by the Project Manager prior to submittal to CalRecycle.

**Scope of Work**

The description of work required of a contractor by the awarding agency.

**Small Business (Certified)**

A business that has been certified by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS), as a small business as defined in GC 14837 and 2 CCR 1896.

**State**

The State of California.

**State Contract Law**

The Public Contract Code and other applicable laws that form and constitute a part of the provisions of this Contract to the same extent as if set forth herein in full.

**Subcontractor**

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

## **Section VII            Required Forms**

This section contains both required forms and links to additional required forms that shall be completed and submitted. Firms 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

Disabled Veteran Business Enterprises Declarations (DGS PD 843)

Contractor Certification Clauses

Darfur Contracting Act Certification

California Civil Rights Laws Certification

### Client References

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

#### FIRM'S / SUBCONTRACTOR'S NAME:

##### REFERENCE 1

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Cost of Service

Brief Description of Service Provided

##### REFERENCE 2

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Cost of Service

Brief Description of Service Provided

**REFERENCE 3**

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Cost of Service

Brief Description of Service Provided

If three references cannot be provided, explain why:



**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 Enterprises Declarations (DGS PD 843)**

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](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 proposal will result in the proposal being considered non-responsive.

### **Iran Contracting Act (PCC 2202-2208)**

Bidders must complete and submit the Iran Contracting Act Certification included by reference and available for download at: [http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD\\_3.pdf](http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_3.pdf)

Pursuant to the Iran Contracting Act of 2010 (PCC sections 2200 through 2208, "the Act"), a Person, as defined in the Act, is ineligible to bid on, submit a proposal for, enter into, or renew any contract with the state for goods or services of one million dollars (\$1,000,000) or more if the Person engages in investment activities in Iran, as defined in the Act. Prior to submitting a bid or proposal and prior to executing any state contract or renewal for goods or services of one million dollars (\$1,000,000) or more, a person must complete and return the attached IRAN Contract Act Certification form with its

proposal certifying that it is not on the list of ineligible vendors prohibited from doing business with the State of California.

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

**Darfur Contracting Act**

Bidder must complete, as instructed, and submit the Darfur Contracting Act included by reference and available at: [http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD\\_1.pdf](http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_1.pdf)

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

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

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

**California Civil Rights Laws Certification**

Bidders must complete and submit the California Civil Rights Laws Attachment included by reference and available at: [https://www.dgs.ca.gov/-/media/divisions/pd/acquisitions/solicitation\\_document\\_attachments/California\\_civil\\_rights\\_law.pdf](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 proposal 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](mailto:contracts@calrecycle.ca.gov) with "Attn: SB/DVBE Advocate" and the RFP number in the Subject line.*

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

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

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

<b>Printed Name</b>		<b>Signature:</b>	
<b>Title:</b>		<b>Report Date:</b>	

**Attachment B - Disabled Veteran Business Subcontractor Payment Certification**

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

**Attachment C - Cost Proposal Sheet**

**2023 Recyclable Material Reclamation Study DRR22060**

Complete this form and submit the original in accordance with the requirements of this RFP.

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

Contractor/Company Name: \_\_\_\_\_

Task #	Personnel Services: (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)				Fringe Benefits (Identify fringe benefit costs citing actual benefits or as a percentage of personal services costs)	Operating Expenses (operating expenses related to the services provided in this Agreement, including rent and supplies, as applicable)	Equipment Costs (Include a description of equipment)	Travel Expenses (Include travel expenses and per diem. Rates are set at the rate specified by CalHR for excluded employees)	Overhead (This information shall be provided)	Other (any other specific breakdown required to sufficiently explain the budget costs)	Total by Task
	Name / Position	\$/Hr	Hrs.	Total \$							



Total by Line Item	(Sum of Total \$)										<b>GRAND TOTAL</b>

### 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.*

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**Attachment D - Proposal Scoring Sheet**  
**2023 Recyclable Material Reclamation Study, DRR22060**

Contractor/Company Name: \_\_\_\_\_

EXPERIENCE (Minimum 24 of 36 points to qualify)	MULTIPLIER	SCORE (0-3)	Score * Multiplier
Project Manager demonstrates experience in and knowledge of implementing a study design, leading large, complex, studies, and adaptability to unforeseen circumstances.	3		0
Key members of the project team demonstrate professional experience in conducting successful studies, including broad experience implementing a study design, and leading large, complex studies.	3		0
Key members of the project team demonstrate knowledge of California's recycling infrastructure, handling, and processing systems, as relevant to the study objective.	3		0
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, for example: 1. Collection of detailed and relevant information and data 2. Demonstrated a robust QA/QC implementation 3. Demonstrated robust communication between the Contractor and the Client	3		0
Experience Subtotal (If minimum points attained, continue scoring in the next section)			0

STUDY METHODOLOGY (Minimum 46 of 69 points to qualify)	MULTIPLIER	SCORE (0-3)	Score * Multiplier
<b>STUDY DESIGN:</b> Contractor prepared a detailed Study Design that includes the following: 1. A detailed justification why the proposed Study Design will produce a representative study. 2. A detailed justification of why and how the proposed Study Design will meet the objective of the study. 3. The Study Design included all the required components.	3		0
<b>POTENTIALLY-RECOVERED MATERIAL TYPES AND FORMS LIST:</b> 1. The Contractor provided, with justification, a list of Potentially-Recovered-Aggregates List, including different grades, that are currently being aggregated by Large Volume Transfer and Processors (LVTP) in California. The	3		0

<p>list included specific details of the material type and/or form that make up a specific aggregate and the various grades of that aggregate, including what the different grades indicate.</p> <p>2. The list included any known contaminants that are associated with any specific aggregates. This list identified and included the percentage of contaminants allowed in the different grades of specific material aggregates.</p> <p>3. This list included non-CRV aggregates (bales) and CRV aggregates (bales) that will include CRV and non-CRV material.</p>			
<p><b>ENTITY/ORGANIZATION IDENTIFICATION AND SELECTION STRATEGY:</b></p> <p>1. The Contractor provided a detailed explanation of how domestic and international entities/organizations (i.e., secondary processors, mills etc.) will be selected for inclusion in the study.</p> <p>2. The Contractor proposed the types and number of entities/organizations to gather information from, for each proposed potentially-recovered aggregate.</p> <p>3. The Contractor provided a detailed explanation for why the proposed entity/organization types and number of entities/organizations are adequate to ensure a representative study that also accomplishes the objective of the study.</p> <p>4. The Contractor provided a detailed methodology for how specific entities/organizations will be identified and how contact information will be obtained.</p> <p>5. The Contractor provided a detailed explanation highlighting any data limitations from using an organization to acquire the required information.</p> <p>6. The Contractor described their strategy for encouraging an entity/organization to take part in the study and provide the necessary information, either with or without an NDA.</p>	3		0
<p><b>INFORMATION ACQUISITION METHODOLOGY:</b> The Contractor provided a detailed methodology for acquiring the required information to meet the objective of the study. This must at least include but is not limited to:</p> <p>1. The number of people on the team and their tasks.</p>	3		0

<p>2. The method or methods that the Contractor will use to acquire information from selected entities/organizations. The explanation for each method must include, but is not limited to, timeline, number of staff required, safety, data management, and the need for entity/organization anonymity, should the need arise.</p> <p>3. How the Contractor will decide which method(s) to use to acquire information from each selected entity/organization.</p> <p>4. A detailed plan that outlines the Contractor's follow-up with any entities/organizations to ensure that the required information is acquired to meet the objective if the study.</p>			
<p><b>Addressing potential entity anonymity, NDA and what and how acquired information will be submitted to CalRecycle</b></p> <p>1. The Contractor shall explain, citing specific examples and specific experience, what measures will be taken to protect acquired confidential information.</p> <p>2. The Contractor provided a detailed explanation, under what circumstances the Contractor may anticipate entering an NDA with a targeted entity/organization.</p> <p>3. The Contractor provided a detailed explanation, with examples, how information acquired under an NDA will be submitted to CalRecycle, that ensures compliance with the NDA.</p> <p>4. In the circumstance where an NDA will be used, the Contractor provided a timeline for:</p> <ol style="list-style-type: none"> <li>initiating and executing an NDA, and</li> <li>gathering the required information, and</li> <li>how that will affect the overall timeline of the contract.</li> </ol>	3		0
<p><b>CONTINGENCY PLAN:</b> The Contractor provided a Contingency Strategy for if an entity/organization drops out, does not provide the desired details, or becomes unresponsive during the recruitment and information acquiring process. The Contractor discussed how they will identify a similar entity/organization, their timeline for identifying and choosing another entity/organization, and any limitations on the collected information.</p>	2		0
<p><b>QUALITY ASSURANCE/QUALITY CONTROL (QA/QC), AND INFORMATION SUBMISSION PROTOCOLS:</b> The Contractor provided a detailed plan outlining their QA/QC protocols for the information acquired for the study.</p>	3		0

<p>1. For information acquired outside of an NDA, the Contractor provided a detailed methodology, with examples, how and what information will be submitted to CalRecycle.</p> <p>2. For any information acquired under an NDA between the Contractor and the entity/organization, the Contractor provided a detailed methodology, with examples, how and what information will be submitted to CalRecycle to ensure compliance with the NDA, while meeting the requirements and objective of the study.</p> <p>3. The Contractor provided a sample Information Submission Sheet, with potential column and row headers.</p>			
<p><b>FINAL REPORT TO CALRECYCLE:</b> The Contractor proposed a detailed outline of what the final report to CalRecycle will include. This must include a detailed justification why the structure and content of the final report will achieve the objective of the study.</p>	3		0
<p>Methodology Subtotal (If minimum points attained, continue scoring in the next section)</p>			0

<b>SUBTOTAL of Experience and Methodology Points (max 105 points)</b>		0
<b>Cost Points (30% of Total Points Possible)</b>	Max possible cost points = 45	
<b>TOTAL POINTS</b>	Max possible total points = 150	0

**Attachment E - Sample Standard Agreement**

STATE OF CALIFORNIA-DEPARTMENT OF GENERAL SERVICES <b>STANDARD AGREEMENT</b> STD 213 (Rev. 04/2020)	AGREEMENT NUMBER DRR22060	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: March 16, 2024			
3. The maximum amount of this Agreement is: \$200,000.00 (Two 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	Attachment 1, Rate 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, Secondary (RFP), DRR22060		
Exhibit F**	Proposal from TBD, in response to RFP, DRR22060 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 <a href="https://www.dgs.ca.gov/OLS/Resources">https://www.dgs.ca.gov/OLS/Resources</a>			
IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO			
<b>CONTRACTOR</b>			
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		

Department of Resources Recycling and Recovery  
RFP (S) Number DRR22060  
Attachment E – Sample Standard Agreement

STATE OF CALIFORNIA-DEPARTMENT OF GENERAL SERVICES <b>STANDARD AGREEMENT</b> STD 213 (Rev. 04/2020)	AGREEMENT NUMBER DRR22060	PURCHASING AUTHORITY NUMBER (If Applicable)	
<b>STATE OF CALIFORNIA</b>			
CONTRACTING AGENCY NAME Department of Resources Recycling and Recovery			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING Joshua Wilkinson	TITLE Administrative Services Branch Chief		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		



**EXHIBIT A**  
**SCOPE OF WORK**

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

CalRecycle Contract Manager

Name: Kamrun Zargar, PhD  
Phone: (916) 341-6548  
Email: kamrun.zargar@calrecycle.ca.gov

Contractor

Name:  
Phone: (       )       -  
Email:               @

Direct all Agreement inquiries to:

CalRecycle Contract Analyst

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

Contractor

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

3. DEFINITIONS:

- A. "Aggregates" refers to a collection of defined aggregated material types and/or forms such as, but not limited to, bales and glass cullet.
- B. "Grades" refers to the various specifications of the same "aggregate" material and/or form. For example, bales of Polyethylene Terephthalate (PET) could be Grade A, B or C.
- C. "Entities" refers to individual businesses post large volume transfer processors (LVTPs), including those that produce the final feedstock (such as plastics flakes) for manufacturing of goods. Such entities may include, but are not limited to, secondary processors, transporters, brokers, recyclers, shredders, manufacturers, and any other entity that the Contractor deems appropriate for this study.
- D. "Organization(s)" refers to a group of similar entities represented by a larger entity, such as Pacific Recycling Corporation of California (PRCC).

4. OBJECTIVE OF THE CONTRACT

- A. The objective of the contract is to hire a Contractor to design and execute a study that will acquire representative information on the final disposition of various grades of aggregates produced by LVTPs in California. The Contractor shall obtain the representative information from entities and organizations that receive aggregates from LVTPs, including those that produce final feedstock for the creation of goods, but not from the LVTPs directly. This study will help satisfy Senate Bill (SB) 343 (Allen, Chapter 507, Statutes of 2021), which directs

CalRecycle to publish information about the types and forms of material that are recycled in California.

- B. This study is not a detailed material characterization of recovered and residual material streams, nor is it a physical assessment of the material collected by LVTPs. Rather, this study is a targeted assessment intended to acquire the necessary information to satisfy the objective of the study.

## 5. WORK TO BE PERFORMED

- A. CREATION OF A STUDY DESIGN: The Contractor shall use its expertise, experience, creativity, and innovation to develop a Study Design that thoroughly communicates to CalRecycle how the Contractor will execute each of the required tasks and meet the objective of the contract. The Study Design may include new and innovative approaches or improve upon proven approaches used in similar studies.
- B. CONSIDERATIONS FOR STUDY DESIGN: At a minimum, the Contractor shall consider the following questions when preparing their Study Design:
- 1) Which aggregates are currently bought and/or transferred from LVTP's in California?
  - 2) What are the different aggregate "grades" that are currently bought and/or transferred from LVTP's in California?
  - 3) What types of entities/organizations take possession of the various aggregates?
  - 4) Do certain aggregates go through secondary processing? If so, does that occur at the same or different entity that produces the final feedstock?
  - 5) What contaminants are found in the various aggregates, and what are the final disposition of those contaminants?
    - a. Are they disposed of in a landfill?
    - b. Are they used by domestic and/or international entities for other related processes, such as waste to energy?
    - c. Are they used as feedstock in other manufacturing processes?
  - 6) For a given unit of aggregated material, what proportion is contaminants and what proportion is used to produce a final feedstock? For example, if a 2000-pound bale of plastics is purchased, how much of the bale is used to make the final feedstock?
  - 7) What are the various products manufactured from the produced feedstock, if known?
  - 8) Do the aggregates leave California and, if so:
    - a. What is the final destination location (i.e., country, state, city) of the aggregates and any contaminants?
    - b. How are the aggregates transported and what form are the aggregates in? For example, if the aggregate is obtained as a bale, are they transferred as a bale? Or are they broken up and processed, then transported?

- b. What type of facilities are involved in processing of the aggregate and in production of the final feedstock?

C. REQUIRED COMPONENTS OF THE STUDY DESIGN: The Contractor shall use their expertise and industry knowledge to identify, contact, and gather information from the targeted entities/organizations to determine the end disposition of aggregates that are sold and/or transferred by LVTP's in California to various domestic and international entities/organizations. The Study Design shall include all the required information set forth in items 1-5 below. The Contractor shall mirror these headings (1-5) in addressing each point within the Study Design.

1) POTENTIALLY-RECOVERED-AGGREGATES LIST

- a. Using their expertise, knowledge of the industry, and the provided Material Types and Forms List (Appendix Table 1), the Contractor shall propose a list of "potentially recovered" aggregates that California LVTP's currently recover and aggregate, to eventually sell and/or transfer for production of feedstocks for creation of goods. The Contractor shall use this list as a starting point when identifying the types of entities/organizations to acquire information from. To aid in this process, a table of California LVTP's is included in the Appendix (Table 2).
- b. The list shall include specific details of the material type and/or form that make up a specific aggregate and the various grades of that aggregate, including what the different grades indicate.
- c. The list shall include any known contaminants that are associated with any specific aggregates. This list shall identify and include the percentage of contaminants allowed in the different grades of specific material aggregates.
- d. This list shall include non-CRV aggregates (bales) and CRV aggregates (bales) that will include CRV and non-CRV material.

2) ENTITY/ORGANIZATION IDENTIFICATION AND SELECTION STRATEGY

- a) The Contractor shall explain how domestic and international entities/organizations will be selected for potential inclusion in the study.
- b) The Contractor shall propose the types and number of entities/organizations to gather information from, for each proposed potentially recovered aggregate listed in the "Potentially-Recovered-Aggregates List".
- c) The Contractor shall provide a detailed explanation for why the proposed entity/organization types and number of entities/organizations are adequate to accomplish the objective of the study.
- d) The Contractor shall provide a detailed methodology for how specific entities/organizations will be identified and how contact information will be obtained.
- e) The Contractor may also use specific industry organizations (i.e., Plastic Recycling Corporation of California) to acquire some of the required information for the study. If such organizations are used to acquire information about specific aggregates, the Contractor shall provide details on the limitations of the acquired information.

- f) Entities/organizations are not required to participate in this study, so the Contractor must have strategies to encourage the entities/organizations to participate in the study and provide the necessary information. In the proposed Study Design, the Contractor shall describe their strategy for encouraging an entity/organization to take part in the study and provide the necessary information, either with or without a non-disclosure agreement (NDA) or similar confidentiality agreement.

### 3) INFORMATION ACQUISITION METHODOLOGY

- a) The Contractor shall provide a detailed methodology for acquiring the required information to meet the objective of the study. This shall at least include, but is not limited to:
- The number of people on the Contractor's team, their role, and their tasks.
  - The method or methods that the Contractor shall use to acquire information from selected entities/organizations. The explanation for each method must include, but is not limited to, timeline, number of staff required, safety, data management, and the need for entity/organization anonymity, should the need arise.
  - How the Contractor shall decide which method(s) to use to acquire information from each selected entity/organization.
  - A detailed plan that outlines the Contractor's follow-up with any entities/organizations to ensure that the required information is acquired to meet the objective of the study.
- b) CalRecycle anticipates that certain entities/organizations may not be willing to share operational and/or market information with CalRecycle. Under such circumstances the Contractor has explicit permission from CalRecycle to acquire the required information under an NDA with the entity/organization. CalRecycle has provided an example NDA as a reference (Appendix). In their Study Design:
- The Contractor shall explain, citing specific examples and specific experience, what measures will be taken to protect acquired confidential information. This may include, but is not limited to:
    - Password protection of the acquired confidential information.
    - Restricted access to the acquired confidential information to select members of the team.
    - Availability of legal counsel to assist with the NDA process.
    - How the acquired confidential information will be handled after completion of the study.
  - The Contractor shall explain in detail the circumstances under which the Contractor anticipates entering an NDA with a targeted entity/organization.

- The Contractor shall explain, with examples, how information acquired under an NDA will be submitted to CalRecycle in a way that ensures compliance with the NDA.
  - In their proposal, the Contractor shall acknowledge that all NDA's will be fully compliant with all necessary laws and regulations and that the information required to meet the goals of the study must be able to be acquired without compromising the NDA's.
  - In the circumstance where an NDA will be used, the Contractor shall explain the timeline for:
    - i. Initiating and executing an NDA, and
    - ii. Gathering the required information, and
    - iii. How that will affect the overall timeline of the contract.
- c) This section shall also include a Contingency Strategy if an entity/organization drops out, does not provide the desired details, or becomes unresponsive during the recruitment and information acquiring process. The Contingency Strategy shall include, but not be limited to, how the Contractor will communicate the occurrence of a situation requiring a Contingency Strategy to CalRecycle, how the Contractor will identify a similar replacement entity/organization, the Contractor's timeline for identifying and choosing another entity/organization, and any limitations on the collected information.
- 4) QUALITY ASSURANCE/QUALITY CONTROL (QA/QC), AND INFORMATION SUBMISSION PROTOCOLS
- a) The Contractor shall provide a detailed plan outlining their QA/QC protocols for the information acquired for the study.
  - b) For information acquired outside of an NDA, the Contractor shall provide a detailed explanation, with examples, of how and what information will be submitted to CalRecycle.
  - c) For any information acquired under an NDA between the Contractor and the entity/organization, the Contractor shall provide a detailed explanation, with examples, of how and what information will be submitted to CalRecycle to ensure compliance with the NDA, while meeting the requirements and objective of the study.
  - d) The Contractor shall provide, in their proposal, an Information Submission Sheet in the format of Microsoft Excel with all anticipated column/row headings. CalRecycle may provide edits/suggestions to the proposed Information Submission Sheet. If edits/suggestions are provided, the Contractor shall incorporate these changes into the Information Submission Sheet. This sheet will be used to submit all acquired information to CalRecycle.

## 5) FINAL REPORT TO CALRECYCLE

- a) The Contractor shall propose a detailed outline of what the final report to CalRecycle will include. This shall include a detailed justification of how the structure and content of the final report will achieve the objective of the study.

#### 6) COMPLETION OF TASKS IDENTIFIED

- a) The Contractor shall complete all tasks identified in the Study Design by the end of the Contract. Due to the requirements of SB 343, extension of the timeline of this contract is not possible.
- 7) The Contractor shall comply with all local, state, and federal health and safety codes, regulations, and laws.

#### D. General Requirements

- 1) The Contractor shall fulfill all Tasks Identified within the required timeframe and to the specifications of the Study Design to successfully satisfy the terms of the Contract.
- 2) The Contractor shall maintain open and consistent communication with the CalRecycle Contract Manager and other CalRecycle staff throughout the contract period. The Contract Manager will establish a regular meeting schedule with the Contractor from the beginning of the Contract.

### 6. TASKS

#### A. Task 1- Initial Meeting(s) with CalRecycle

- 1) Within fourteen (14) calendar days of the contract's execution, the Contractor shall meet with CalRecycle's Contract Manager and support staff to review the contract, discuss logistical details, and make any necessary refinements to the Study Design. The objective of the initial meeting is to ensure that the Contractor and CalRecycle have all the necessary information for the study to be carried out as described in the Study Design. If subsequent "initial" meetings are necessary, the Contractor shall work with the Contract Manager to determine mutually agreeable dates and times.
- 2) The Contractor shall submit meeting notes to the Contract Manager within seven (7) calendar days of the meeting.
- 3) The Contractor shall work with the Contract Manager to determine whether the initial meeting shall be held in person at CalRecycle's Sacramento Office, or via the web or teleconference.
- 4) The Contractor shall work with the Contract Manager to schedule future monthly meetings at mutually agreeable dates and times, as specified in Task 5.

#### B. Task 2 – Acknowledgement of Refinements to Study Design

- 1) Within fourteen (14) calendar days of the initial meeting, and only if refinements were made to the Study Design after the initial meeting, the Contractor shall provide CalRecycle with a written description of all refinements (referred to below as "acknowledgement").
- 2) Within fourteen (14) calendar days of receiving the Contractor's acknowledgement, the Contract Manager will inform the Contractor in writing that the acknowledgment is accepted or instruct the Contractor that additional refinements are necessary.

- 3) If additional refinements are necessary, the Contractor shall revise the acknowledgment and resubmit the acknowledgment within fourteen (14) calendar days of the response from the Contract Manager.
- 4) Steps 2 and 3 above shall be repeated until the Contract Manager provides the Contractor with written approval of the acknowledgement of refinements to the Study Design.
- 5) No work shall commence on subsequent tasks without the Contract Manager's written approval of the Study Design.

C. Task 3- Submit Entities/Organizations List

- 1) Within twenty-one (21) calendar days of the approval of the Study Design, the Contractor shall submit a list of the types of entities/organizations to acquire information from, for each identified aggregate. CalRecycle shall approve the list within seven (7) calendars days of submittal. Once the list is approved by CalRecycle, the Contractor shall start the information acquisition process.

D. Task 4- Information Acquisition and Submission

- 1) Task 4, the Information Acquisition and Submission period, begins when CalRecycle approves the Entities/Organizations List (Task 3) and shall end no later than October 16, 2023.
- 2) Throughout the Information Acquisition and Submission period, the Contractor shall submit Bi-weekly Progress Reports to CalRecycle. (See Attachment E, Sample Bi-Weekly Progress Report).
- 3) The information contained in each Bi-Weekly Progress Report shall cover a fourteen (14) calendar day period. At the end of each fourteen (14) calendar day period, the Contractor has seven (7) calendar days to submit the Bi-Weekly Progress Report to CalRecycle. Based on this schedule, the Contractor shall submit a Bi-Weekly Progress Report on, at most, a twenty-one (21) calendar day cycle throughout the Information Acquisition and Submission Period.
- 4) An exhaustive Material Types and Forms List is provided in Appendix Table 1. If at any point, the Contractor feels that additional material types should be added to the Material Types and Forms List, the Contractor shall submit a request with written justification to the Contract Manager. CalRecycle will make the final decision about extending the Material Types and Forms List.
- 5) Each Bi-Weekly Progress Report shall contain a complete set of information, taking any NDAs into account, for each identified material aggregate.
- 6) The Contractor shall follow the approved Study Design regarding what information to acquire from entities/organizations. The information must at a minimum include:
  - a. Name of the entity/organization that information was acquired from, unless prohibited by an NDA, then a unique identifier shall be assigned to that entity/organization.
  - b. The specific aggregate material type and/or form, including the grade that the entity/organization handles.
  - c. Date the information was acquired.

- d. Specific details on the material type and/or forms that make up the specific aggregate, this shall include, but is not limited to:
  - i. Material type and/or form of contaminants
  - ii. Percentage of each contaminant in the specific aggregate
- e. Final dispositions of the identified material type and/or forms that make up the aggregate, including identified contaminants.

- 7) The Contractor may use the software of their choice when collecting the information. When submitting the information to CalRecycle, the Contractor shall use the Microsoft Excel Information Submission Sheet from their proposal.
- 8) All information acquired and submitted to CalRecycle in the Bi-Weekly Progress Reports shall first be subjected to the Contractor's stringent QA/QC measures. CalRecycle will notify the Contractor of any issues with the Bi-Weekly Progress Report within seven (7) calendar days of submittal. The Contractor shall address any issues and re-submit that information back to CalRecycle within seven (7) calendar days. CalRecycle shall notify the Contractor when the submitted information is final.
- 9) All acquired information, that has been subjected to stringent QA/QC measures and approved by CalRecycle, must be final and submitted to CalRecycle by October 16, 2023.

E. Task 5 – Submission of Bi-Weekly Progress Reports

- 1) The first Bi-Weekly Progress Report is due no later than twenty-one (21) calendar days after approval of the Entities/Organizations List from Task 3 and covers the first fourteen (14) calendar days since approval of the Entities/Organizations List.
- 2) Subsequent Bi-weekly Progress Reports are due no later than every twenty-one (21) calendar days thereafter.

At a minimum, each Bi-Weekly Progress Report shall include:

- a. Summary of information acquired during the relevant fourteen (14) calendar day period, including the numbers and types of entities/organizations from which information was acquired. If the identity of the entity/organization can be shared with CalRecycle, the Contractor shall also provide that information.
- b. Any problems, contingency measures taken, or significant findings encountered.
- c. Any recommendations for adjustments to the study design or general study parameters.
- d. Electronic files that contain the information acquired from the relevant fourteen (14) calendar day period.
- e. Final schedule for the upcoming fourteen (14) calendar days.

F. Task 6 – Monthly Meetings and Additional Meetings Throughout the Contract

- 1) Throughout the contract, the Contractor shall attend monthly teleconference meetings hosted by CalRecycle to discuss logistics, acquired information, 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 and 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 shall 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. Monthly meetings may 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 within seven (7) calendar days prior to the scheduled meeting.
- d. The Contract Manager and the Contractor may schedule additional meetings as required. Any additional meetings shall be held to the same requirements as outlined in Task 6 a, b and c.

G. Task 7 – Final Report

- 1) The Contractor shall submit to CalRecycle a detailed and comprehensive Final Report, as detailed in the Contractor's proposal. CalRecycle will review the report and if necessary, submit any changes to the Contractor within fourteen (14) calendar days. The Contractor shall make the appropriate changes and resubmit the report to CalRecycle within fourteen (14) calendar days. The Final Report is only complete after CalRecycle declares, in writing, no other changes are required to the draft of the Final Report. The Final Report must be marked complete by CalRecycle by February 29, 2024, so the Contractor shall plan to submit the initial draft of the Final Report to CalRecycle early enough to meet the February 29th due date, but in no case shall the initial draft be submitted later than January 26, 2024.

7. CALRECYCLE RESPONSIBILITIES

- A. CalRecycle will provide a Material Types and Forms List and Definitions by Category (Appendix, Table 1).
- B. CalRecycle will provide a list of LVTP's in California (Appendix, Table 2).
- C. CalRecycle will provide the SharePoint site, or another equivalent method, for the Contractor to upload all data and other deliverables.
- D. CalRecycle will review all deliverables, such as the selected entities/organizations for information acquisition, the acquired data, and the Final Report, prior to acceptance as complete.

## 8. CONTRACT TASK TIMELINE

<b>Task</b>	<b>Task Description</b>	<b>Start Date</b>	<b>End Date</b>
1	Initial Meeting(s) to Review the Contract	Date of Contract execution	Within fourteen (14) calendar days of contract execution date
2	Acknowledge refinements and clarifications to Study Design, if applicable	Date of initial meeting	Within fourteen (14) calendar days of initial meeting.
3	Submit Entities/Organizations List	After approval of Study Design	Within twenty-one (21) calendar days of approval of the Study Design
4	Information Acquisition, Entry, QA/QC and Submission	Within twenty-one (21) calendar days of approval of Entities/Organization List. First set of submitted information will be concurrent with Task 5.	Ongoing, all acquired information must be final and submitted to CalRecycle by October 16, 2023.
5	Submission of Bi-Weekly Progress Reports	Concurrent with Task 4, the first Bi-Weekly Progress Report shall be submitted within twenty-one (21) calendar days of approval of Entities/Organization List	Ongoing, all acquired information must be final and submitted to CalRecycle by October 16, 2023.
6	Monthly and Additional Meetings Throughout the Contract	Ongoing	Thirty (30) calendar days before end of contract
7	Submission of Final Report	Ongoing	The Final Report must be submitted to CalRecycle by January 26, 2024. The Final Report must be accepted as complete by CalRecycle by February 29, 2024.

## 9. Location of Services

Services will be provided state-wide. 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.

## 10. 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.

Table 1. Material Types and Forms List and Definitions by Category

The Material Types and Forms List and Definitions by Category is intended to break down material categories to reach at least the granularity of standard material sorting at sampled facilities. The granularity of this list may exceed the granularity of sorting at some facilities, based on factors that are reported to impact recyclability. In particular, some items may be sortable to higher granularity due to labeling or form. This list was built from existing CalRecycle material categories, and edited with consultation of industry documentation, a voluntary survey of Large-Volume Transfer-Processors, Material Recovery Facilities, and Transfer-Processing Facilities, and expertise from multiple branches within CalRecycle.

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 or broken 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 only whole bottles clearly identifiable as CRV.	Examples include whole or broken 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 only whole bottles clearly identifiable as CRV.	Examples include whole or broken 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 or broken colored soda bottles, beer bottles, wine bottles, liquor bottles, kombucha bottles, water bottles that are not clear/flint, green/emerald, or brown/amber.

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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 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 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 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.

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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.
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.

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Count	Category Name	Material Type & Form	Material Definition	Examples
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.
12	0	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.

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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 (<3 mm), 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.
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.



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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.
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.
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)

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Count	Category Name	Material Type & Form	Material Definition	Examples
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.
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.
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.

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Count	Category Name	Material Type & Form	Material Definition	Examples
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.
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.
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.

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Count	Category Name	Material Type & Form	Material Definition	Examples
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 include 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, manure, animal carcasses, and food material. Treated, stained, or painted wood is not included.	Examples include branches, lawn clippings, leaves, clean wood, manure, animal carcasses and food. EXCLUDES treated, stained, or painted wood.
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.

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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.

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Count	Category Name	Material Type & Form	Material Definition	Examples
40	Paper	Folded Paper Containers and Other Paperboard Packaging	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.	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.
41	Paper	Other Mixed Paper	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.	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.

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Count	Category Name	Material Type & Form	Material Definition	Examples
42	Paper	Clean Molded Paper Fiber	Clean Molded Paper Fiber means clean molded paper fiber packaging for shipping or other non-food uses. If coated, categorize as Remainder/ Composite Paper.	Examples include molded paper fiber shipping inserts, unused pulp paper plant pots.
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 plastic, wax, or other coatings. 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.

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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.



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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).
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.

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Count	Category Name	Material Type & Form	Material Definition	Examples
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.
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.

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Count	Category Name	Material Type & Form	Material Definition	Examples
57	Plastic	HDPE Pigmented Single-Use Rigid	HDPE Pigmented Single-Use Rigid 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 over 1-gallon buckets (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 buckets over 1-gallon (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.
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

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Count	Category Name	Material Type & Form	Material Definition	Examples
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.
64	Plastic	LDPE Clear Single-Use Rigids	LDPE Clear Single-Use Rigids 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 Rigids	LDPE Pigmented Single-Use Rigids 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 Rigids	PP Clear Single-Use Rigids 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.

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Count	Category Name	Material Type & Form	Material Definition	Examples
68	Plastic	PP Pigmented Single-Use Rigid	PP Pigmented Single-Use Rigid 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.
72	Plastic	PS Expanded	PS Expanded means any low-density or expanded polystyrene items, which may be marked with PS (6).	Examples include packaging materials such as void fill, cushioning, and packing peanuts, takeout containers such as clamshells, cold cups, single-use bowls and plates.

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Count	Category Name	Material Type & Form	Material Definition	Examples
73	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.
74	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
75	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.
76	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.

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Count	Category Name	Material Type & Form	Material Definition	Examples
77	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.
78	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.
79	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.

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Count	Category Name	Material Type & Form	Material Definition	Examples
80	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.
81	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.
82	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.
83	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.



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Count	Category Name	Material Type & Form	Material Definition	Examples
84	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.
85	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.
86	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.

**Table 2. List of LVTP's in California**

<b>Ranking by Potential Reuse</b>	<b>SWIS ID</b>	<b>RDRS ID</b>	<b>RDRS Org Name</b>	<b>RDRS Entity Name</b>
1	19-AR-1243	11381	Potential Industries Inc.	Potential Industries Inc.
2	33-AA-0234	10234	Moreno Valley Solid Waste Recycling and Transfer Station	Moreno Valley Solid Waste Recycling and Transfer Facility
3	30-AB-0336	10233	Irvine Transfer Station and MRF	Material Recovery Facility/Transfer Station
4	33-AA-0239	10958	Perris Transfer Station and MRF	Perris Transfer Station and MRF
5	49-AA-0399	10551	Recology Sonoma Marin 3417 MRF	Recology Sonoma Marin
6	43-AN-0019	10581	GreenWaste Recovery, Inc.	GreenWaste Recovery MRF
7	19-AA-1127	10165	Azusa Transfer Station & MRF	Azusa Land Reclamation, Inc.
8	36-AA-0341	10422	West Valley MRF & Transfer Station	West Valley MRF & Transfer Station
9	19-AA-0048	10149	Compton Recycling & Transfer Station	Compton Recycling & Transfer Station
10	30-AB-0395	10961	CR&R South County MRF	CR&R South County MRF
11	43-AN-0014	10974	International Disposal Corporation of Ca	Newby Island Recyclery
12	34-AA-0033	11177	Elder Creek Transfer & Recovery	Elder Creek Transfer & Recovery
13	30-AB-0335	10570	CVT Regional Material Recovery Facility and Transfer Station	CVT Regional Material Recovery Facility and Transfer Station
14	38-AA-0012	10572	Recycle Central @ Pier 96	Recycle Central @ Pier 96
15	40-AA-0004	10162	Cold Canyon Landfill	Cold Canyon Landfill
16	33-AA-0258	10424	Agua Mansa MRF & Transfer Station	Agua Mansa MRF & Transfer Station
17	23-AA-0048	10007	Ukiah Waste Solutions	Pacific Recycling Solutions

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<b>Ranking by Potential Reuse</b>	<b>SWIS ID</b>	<b>RDRS ID</b>	<b>RDRS Org Name</b>	<b>RDRS Entity Name</b>
18	30-AB-0363	10117	Waste Management of Orange	USA Waste of California, Inc.
19	07-AA-0027	10321	Contra Costa Transfer & Recovery Station	Contra Costa Transfer & Recovery Station
20	19-AR-5581	10750	Sun Valley MRF	Sun Valley MRF
21	42-AA-0014	10370	South Coast Recycling & Transfer Station	South Coast Recycling & Transfer Station
22	19-AR-1227	10332	Sun Valley Paper Stock, Inc	Sun Valley Paper Stock, Inc.
23	19-AA-1128	10598	Grand Central Recycling & Transfer Station	Pomona Valley Transfer Station
24	19-AA-1112	10491	EDCO Recycling & Transfer Signal Hill	EDCO Recycling and Transfer
25	33-AA-0296	11118	Edom Hill Transfer Station	Burrtec Recovery and Transfer
26	10-AA-0188	10307	Mid Valley Recycle/Elm	MVR/Elm
27	42-AA-0015	13057	Tajiguas Resource Recovery Project & Sanitary Landfill	Tajiguas Resource Recovery Project & Sanitary Landfill
28	34-AA-0195	10191	Sacramento Recycling & Transfer Station	Sacramento Recycling & Transfer Station
29	19-AA-0801	10183	LACSD/ Downey Area Recycling & Transfer	Downey Area Recycling & Transfer
30	49-AA-0406	10556	Recology Sonoma Marin 2543 Petaluma	Recology Sonoma Marin
31	30-AB-0099	10231	Rainbow Disposal Co., Inc / Rainbow Transfer/Recycling, Inc.	Rainbow Environmental Services
32	28-AA-0030	10754	City of Napa Materials Diversion Facility	City of Napa Materials Diversion Facility
33	19-AR-1250	10100	Active Recycling Co., Inc.	Active Recycling Co., Inc.
34	09-AA-0004	10548	Waste Connection of CA, Inc dba Western El Dorado Recovery Systems	Waste Connection of CA, Inc dba Western El Dorado Recovery Systems

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<b>Ranking by Potential Reuse</b>	<b>SWIS ID</b>	<b>RDRS ID</b>	<b>RDRS Org Name</b>	<b>RDRS Entity Name</b>
35	19-AR-1237	10037	Bradley East Transfer Station/ Sun Valley Recycling Park	Bradley East Transfer Station/ Sun Valley Recycling Park
36	43-AN-0001	11199	Zanker Material Processing Facility	Large Volume Transfer/Proc Facility
37	15-AA-0311	12860	Metropolitan Recycling LLC	Metropolitan Recycling LLC
38	19-AK-0001	10148	Bel-Art Waste Transfer Station	Bel-Art Waste Transfer Station
39	19-AA-0404	10137	City of Culver City	Culver City Transfer Station
40	54-AA-0055	11881	Visalia Transfer Station	Visalia Transfer Station
41	34-AA-0231	10897	California Waste Recovery Systems	California Waste Recovery Systems Galt MRF
42	01-AA-0007	10180	Davis Street Transfer Station	Davis Street Transfer Station
43	01-AA-0290	10112	Alameda County Industries	Alameda County Industries Direct Transfer Facility
44	01-AA-0301	11592	Livermore Sanitation Inc	Livermore Sanitation Transload Facility
45	31-AA-0001	10080	Western Placer Waste Management Authority	Large volume transfer/processing facility
46	31-AA-0625	11204	Eastern Regional Material Recovery Facility	Eastern Regional Material Recovery Facility

## Sample Bi-Weekly Progress Report

<b>Project Name:</b>
<b>Project Status Reporting Period:</b> <i>From:</i> _____ <i>To:</i> _____
<b>Project Manager:</b>
<b>Report Prepared By:</b>
<b>Bi-Weekly Project Summary:</b> <i>Enter a brief summary of the project status, noting any key issues for the week. Comment on major deliverables completed; milestones reached and percent complete.</i>

### Current Task Summary

Task or Deliverable	Scheduled Completion Date	Actual Completion Date	Issues? If yes, explain
<i>Example: Sample Task 1</i>	<i>31 March 2023</i>	<i>1 April 2023</i>	<i>No issues for Sample Task 1</i>

<b>Accomplished these two weeks</b>
<b><i>Entities and information collected</i></b>
<i>Indicate what entities (or types of entities) were contacted and what information was collected</i>
<u>Attachments provided? (Such as, electronic files that contain data from the previous two weeks)</u> <b>Yes/No</b> <i>If no, provide a reasonable explanation and a date when the attachments will be submitted.</i>
<u>Other items such as problems, contingency measures taken, significant findings encountered, recommendations:</u>

<b>Next two week look ahead - Planned/Scheduled completion in next two weeks</b>
<u>What entities to contact?</u>
<u>Information acquisition plan:</u>
<u>Deliverables due:</u>
<u>Other items, concerns, issues:</u>

**Example Confidentiality and Non-Disclosure Agreement (NDA):** CalRecycle has provided this form as an example. CalRecycle is not providing any legal council or suggesting that the content of this form is sufficient for executing an NDA. The Contractor is not required to use this form for their purposes.

This Confidentiality and Non-Disclosure Agreement (“Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ (“Effective Date”), by and between \_\_\_\_\_, a ≤entity formation state and type; e.g., California limited liability company>, (“Company”) and \_\_\_\_\_, a ≤entity formation state and type> (“Facility”) (each a “Party” and, collectively, the “Parties”) with respect to the confidentiality of certain information and materials to be disclosed by Facility to Company. In consideration of such disclosure and the promises contained herein, the Parties agree as follows:

## 1. Purpose and Background

- a. Study. Company has contracted with the California Department of Resources Recycling and recovery (“CalRecycle”) to conduct a study (“Recyclable Material Reclamation Study,” or “Study”) mandated pursuant to recently enacted legislation (“SB 343,” with relevant provisions at Cal. Pub. Resources Code section 42357(d)(1)(B)). To do so, Company must obtain information regarding recycling programs in California and the types and forms of materials that are collected, sorted, sold, and transferred by solid waste facilities included in the Study.
- b. Facility. Facility is engaged in the business of \_\_\_\_\_ and has been selected by Company for inclusion in the Study. Company and Facility acknowledge and agree that Facility, in the course of its business, creates and maintains confidential business information.

**2. Confidential Information.** For purposes of this Agreement, “Confidential Information” means all non-public, proprietary, or confidential information relating to Facility’s business, regardless of whether such information constitutes trade secrets under applicable law, is marked “confidential” or otherwise expressly identified as confidential when disclosed to Company, or is in oral, visual, written, electronic, or tangible form. Notwithstanding the foregoing, Confidential Information does not include information or material that: (i) is or becomes generally available to the public other than as a result of Company’s act or omission; (ii) is obtained by Company on a non-confidential basis from a third party that Company has no reason to believe possesses the Confidential information unlawfully or has any contractual, legal, or fiduciary obligation prohibiting or limiting disclosure of the information or material; (iii) was in Company’s possession or in possession of a Company affiliate, subsidiary, or representative prior to disclosure to Company; or (iv) was or is independently developed by Company without using any Confidential Information.

**3. Non-Use; Non-Disclosure.** Except for the uses and disclosures expressly permitted under this Agreement, Company will maintain all Confidential Information in strict secrecy and will not disclose Confidential Information to third parties, including CalRecycle, or otherwise use the Confidential Information.

## 4. Disclosures of Confidential Information

- a. Potential Disclosure. The Parties anticipate that Facility, through its participation in the Study, may disclose Confidential Information to Company. To protect the confidentiality of Confidential Information, Company agrees to restrict its use and disclosure of Confidential Information as set forth herein.

- b. No Obligation to Disclose; No Guarantees. This Agreement creates no obligation to disclose any Confidential Information to Company, nor does it imply any representation, warranty, or guarantee, expressed or implied, by Company as to the accuracy or completeness of any information or materials provided to Company by Facility. Nothing in this Agreement shall be construed to impose liability on Facility or any other person relating to Company's use of any information or materials, including Confidential Information, provided by Facility, regardless of any errors in or omissions from such information or materials.
- c. Permitted Use and Disclosure. Company may use Confidential Information strictly for the purpose of conducting the Study commissioned by CalRecycle pursuant to SB 343. Such use may include disclosure of Confidential Information to Company's agents, subcontractors, representatives, attorneys, or employees who reasonably need to know or use the Confidential Information for purposes of the Study and providing the results of the Study to CalRecycle, provided that such individuals are informed of the confidential nature of the Confidential Information and agree to act in accordance with the terms of this Agreement by executing the Acknowledgement and Agreement provided as Appendix A. Notwithstanding Company's right to use Confidential Information to conduct the Study, in no event shall Company disclose publicly or to any third party, including CalRecycle, any information or report that discloses the Confidential Information, provided, however, that Company may use Confidential information to develop and disclose to CalRecycle aggregated information and data in a manner that reasonably safeguards against disclosure of information or data that identifies or is reasonably attributable to Facility specifically, and such use and disclosure shall not constitute a violation of this Agreement.
- d. Legal proceedings. To the extent that Facility is legally required to disclose Confidential Information in connection with any legal proceeding, Company shall notify Facility within one (1) business day of its knowledge of such legally required disclosure so that Facility may seek an appropriate protective order or waive its rights under this Agreement. Notice shall be both by telephone and in writing. In the absence of a protective order or waiver, which shall be in writing, Company may disclose the Confidential Information if, in the written opinion of its counsel, failure to disclose such Information in any tribunal would subject Company to liability for contempt, censure, or other legal penalty or liability.
- e. Immunity for Certain Disclosures. Company hereby acknowledges notice of Section 7(b)(1)-(2) of the Federal Defend Trade Secrets Act, 18 U.S.C. section 1833(b)(1)-(2), which reads as follows:
  - (b) Immunity from liability for confidential disclosure of a trade secret to the Government or in a court filing—
    - (1) Immunity. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that—
      - (A) is made—
        - (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and

- (ii) solely for the purpose of reporting or investigating a suspected violation of law; or
      - (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.
    - (2) Use of trade secret information in anti-retaliation lawsuit. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual—
      - (A) files any document containing the trade secret under seal; and
      - (B) does not disclose the trade secret, except pursuant to court order.
  - f. Ownership of Confidential Information. Regardless of any disclosure to Company, Facility retains its entire right, title, and interest in and to all Confidential Information, and no disclosure of Confidential Information to Company in connection with the Study will be construed as a license, assignment, or other transfer of any such right, title, or interest to Company or any other person.
- 5. Destruction or Return of Documents.** Company shall promptly return to Facility or, at Facility's option, destroy all written documents or other materials containing or constituting Confidential Information to Facility within sixty (60) days of completion of the Study, except that Company may retain (a) copies of compilations, reports, or other documents that contain aggregated information derived in part from Confidential Information, provided that such documents do not specifically identify Facility or attribute any data or other information to Facility specifically; (b) notes, analyses, and summaries prepared by Company or any of its representatives that are based on or partially reflect Confidential Information; and (c) a single copy of Confidential Information as reasonably required pursuant to any agreement with CalRecycle or any other legal obligation to maintain the Confidential Information. Any retention of Confidential Information pursuant to this paragraph shall remain subject to the restrictions set forth in this Agreement.
- 6. Agreement not Prohibited.** Company represents and warrants that it is subject to no obligation, legal or otherwise, that restricts its right to enter into this Agreement or otherwise contradicts the restrictions imposed pursuant to this Agreement on Company's use and disclosure of Confidential Information.
- 7. Remedies.** Company acknowledges and agrees that any breach of this Agreement will cause injury to Facility for which money damages would be an inadequate remedy and that, in addition to remedies at law, Facility is entitled to equitable relief as a remedy for any such breach.
- 8. Term; Survivability.** The term of this Agreement shall commence on the Effective Date and shall expire 2 years from the Effective Date, provided that either Party may terminate this Agreement at any time upon written notice to the other Party. Notwithstanding anything to the contrary herein, Company's obligations with respect to any and all Confidential Information shall survive the expiration or termination of this Agreement, even after the return or destruction of Confidential Information by Company.
- 9. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.
- 10. Venue; Inconvenient Forum.** To the extent permitted by applicable law, the Parties hereby



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irrevocably and unconditionally waive any objection to the laying of venue of any action, suit, or proceeding arising out of this Agreement in the courts of the United States of America located in the Eastern District of the State of California, or the California Superior Courts located in the County of Sacramento, California. The Parties agree and waive, irrevocably and unconditionally, any and all rights to plead or claim that any action, suit, or proceeding brought in any court within the State of California has been brought in an inconvenient forum.

- 11. Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
- 12. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, or if such court holds that provisions are only enforceable if modified, such holding shall not affect the validity of the remainder of this Agreement, which shall continue to be binding, and any modifications identified by the court as necessary to give effect to the Parties' intent shall be treated as though originally set forth herein.
- 13. Binding Agreement.** This Agreement is binding upon and will inure to the benefit of the Company and Facility and their respective successors and assigns.
- 14. Amendment.** This Agreement may not be amended except by mutual written consent of both parties.
- 15. Counterparts.** This Agreement may be executed in counterparts, any one of which shall be deemed an original and both of which taken together shall constitute a single instrument.

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

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**COMPANY**

<Company Name>

**By** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**FACILITY**

<Facility Name>

**By** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

## APPENDIX A

### Acknowledgment of Confidentiality and Non-Disclosure Agreement

\_\_\_\_\_ (“Company”) has executed the attached Confidentiality and Non-Disclosure Agreement (“Agreement”) with \_\_\_\_\_ ( “Facility”), dated \_\_\_\_\_, in connection with a waste characterization study (“Study”) conducted, or being conducted, by Company on behalf of the Department of Resources Recycling and Recovery’s (“CalRecycle”). The undersigned individual (“Individual”) executes this Acknowledgement of Confidentiality and Non-Disclosure Agreement (“Acknowledgment”) expressly for the benefit of Facility.

By executing this Acknowledgment, Individual acknowledges and agrees that:

Individual has read the Agreement, which is incorporated herein by reference, and has had an opportunity to obtain legal counsel prior to executing this Acknowledgment;

As a Company employee, affiliate, agent, subcontractor, or other representative of Company who, through participation in Company’s performance of the Study or otherwise through their relationship with Company, Individual has received or may receive information or material defined in the Agreement as “Confidential Information”; and

Individual shall be bound by the terms of the Agreement and shall have all the obligations applicable to Company under the Agreement, which may be enforced by either Facility or Company.

Executed and Acknowledged:

I, \_\_\_\_\_ (printed name), have read the Agreement and *understand* the obligations to which I am bound under its terms.

By \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Title/Relationship  
to Company: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

1. **INVOICING AND PAYMENT:**

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

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

[contractpayment@calrecycle.ca.gov](mailto: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 B1

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

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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. PROGRESS PAYMENT AND PAYMENT WITHHOLD: If progress payments are allowed for services performed under this agreement, not less than ten (10) percent of the agreement amount shall be withheld pending final completion of the agreement, and receipt and acceptance by the State of any final reports required under the agreement. However, for those agreements that consist entirely of separate and distinct tasks, any funds withheld with regard to a particular task may be paid upon completion of that particular task. The Contractor agrees to comply with the requirements of Public Contract Code (PCC), Section 10346.

**Exhibit B-1**

Selected Contractor's Cost/Rate Sheet will appear 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/](http://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#####, Total Contract Amount \$\$\$\$\$\$, 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. HEALTH AND SAFETY: Contractors are required to, at their own expense, comply with all applicable health and safety laws and regulations. Upon notice, Contractors are also required to comply with CalRecycle’s specific health and safety requirements and policies. Contractors agree to include in any subcontract related to performance of this Agreement, a requirement that the subcontractor comply with all applicable health and safety laws and regulations, and upon notice, CalRecycle’s specific health and safety requirements and policies.
16. 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.
17. 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.

18. 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.
19. 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.

20. 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.

21. ORDER OF PRECEDENCE: In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply: STD 213; GTC 04/2017 – General Terms and Conditions (incorporated by reference); Exhibit A – Scope of Work; Exhibit B – Budget Detail and Payment Provisions; Exhibit D – Special Terms and Conditions; Other exhibits in alphabetical order, beginning with E; Attachments in numerical order, beginning with 1.

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

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

24. RECYCLED-CONTENT PRODUCT PURCHASING: In the performance of this Agreement, the Contractor shall purchase used and/or recycled-content products as set forth on the back of the Recycled-Content Certification Form (Exhibit D, Attachment 1). For assistance in locating recycled-content products, please search the recycled-content product database available at: [www.calrecycle.ca.gov/rcpm](http://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.

25. 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.
26. SETTLEMENT OF DISPUTES: In the event of a dispute, the Contractor shall file a "Notice of Dispute" with CalRecycle's Director or his/her designee with ten (10) days of discovery of the problem. Within ten (10) days, the Director or his/her designee shall meet with the Contractor and CalRecycle Project Manager for the purpose of solving the dispute.
27. STOP WORK NOTICE: Immediately, upon receiving a written notice to stop work, the Contractor shall cease all work under this Agreement.
28. SUBCONTRACTORS: All Subcontractors previously identified in the bid/proposal submitted are considered to be acceptable to CalRecycle. Any change or addition of Subcontractors will be subject to the prior written approval of the Contract Manager or the Director or his/her designee. Upon termination of any Subcontract, the Contractor shall notify the Contract Manager or the Executive Director immediately. If CalRecycle or the Contractor determines that the level of expertise or the services required are beyond that provided by the Contractor or its routine Subcontractors, the Contractor 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.
29. SUCCESSORS: The provisions of this Agreement will be binding upon and inure to the benefit of CalRecycle, the Contractor, and their respective successors.
30. TERMINATION: CalRecycle shall have the right to terminate this Agreement at its sole discretion at any time upon thirty (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.
31. UNRELIABLE LIST: Prior to authorizing a Subcontractor(s) to commence work under this Agreement, the Contractor shall submit to CalRecycle a declaration from the Subcontractor(s), signed under penalty of perjury, stating that within the preceding three

years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, have occurred with respect to the subcontractor(s).

Placement of 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.

32. WASTE REDUCTION: In the performance of this Agreement, the Contractor shall take all reasonable steps to ensure that materials purchased or consumed in the course of the project are utilized both effectively and efficiently to minimize the generation of waste. The steps should include, but not necessarily be limited to, the use of reusable products, the use of recyclable and compostable products, discretion in the amount of materials used, the provision of alternatives to disposal for materials consumed, and the practice of other waste reduction measures where feasible and appropriate.

Department of Resources Recycling and Recovery  
RFP (S) Number DRR22060  
Attachment E – Sample Standard Agreement

STATE OF CALIFORNIA

Department of Resources Recycling and  
Recovery (CalRecycle)  
CalRecycle 74C (Rev. 06/10 for Contracts)  
Recycled-Content Certification

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

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

This form 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 (\$)	<sup>1</sup> Percent Postconsumer Material	<sup>2</sup> SABRC Product Category Code	Meets SABRC

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

I certify that the above information is true. I further certify that these environmental claims for recycled content regarding these products are consistent with the Federal Trade Commission's Environmental Marketing Guidelines in accordance with PCC Section 12205.

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

*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/](http://www.calrecycle.ca.gov/BuyRecycled/).

Code	Description	Minimum content requirement
<b>Product Categories (11)</b>		
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 Study Design)
  - ☐ Samples of Written Work
  - ☐ Copy of Required License(s) (Secretary of State)
  - ☐ Client References
  - ☐ Contractor Status Form
  - ☐ Bidder Declaration Form *shall be submitted even if participation levels are zero (write zero participation on form)*
  - ☐ Disabled Veteran Business Enterprises Declarations (DGS PD 843)
  - ☐ Contractor Certification Clauses
  - ☐ Iran Contracting Act Certification
  - ☐ Darfur Contracting Act Certification
  - ☐ California Civil Rights Laws Certification
  - ☐ Cost Proposal Sheet
- 

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"
  - ☐ One (1) Electronic copy of Proposal Package in Adobe Acrobat format with all documents in a single file, including the bid sheet and all other attachments.
- 

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

- ☐ Certification of Target Area Contract Preference Act
- 

The 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 STD 817 (Attachment B)
  - ☐ Recycled Content Certification (end of Attachment D)
  - ☐ Payee Data Record (Standard Form 204) viewable at <https://www.calrecycle.ca.gov/Contracts/Forms/default.htm>
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***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.***