



DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

Notice to Prospective Proposers

October 11, 2023

You are invited to review and respond to this Request for Proposal (RFP) Primary, entitled "Small/Medium Composting Project Permitting, DR23044." In submitting your Proposal, you shall comply with the instructions herein.

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

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

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

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

Melissa Mojonier
Contract Administrator

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Section I Overview

General Information

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

CalRecycle Contact Information

Department of Resources Recycling and Recovery

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

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

Phone: (916) 341-6048

Fax: (916) 319-7345

Email: contracts@calrecycle.ca.gov

Any documents delivered in person shall be received by 2:00 p.m. on November 29, 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

This Contract requires the Contractor to develop tools and resources to help local government entities and facility proponents identify appropriate locations for small to medium sized compost operations; Outline potential pathways for permitting and development; collect, compile, analyze, and report data and information related to local and state land use, regulatory oversight across applicable regulatory agencies, regulations and infrastructure requirements related to the proper development, design, and operations of small and medium compost activities; Develop best management practices to identify suitable locations; Identify regulatory challenges regarding siting, permitting, and associated costs across applicable regulatory agencies; and Provide solutions and guidance to assist with the development, design, and operation of small and medium composting activities.

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

Contract Budget

Subject to the availability of funds and approval by CalRecycle, there is a current maximum budget of \$500,000.00. (Five hundred thousand dollars and zero cents). CalRecycle reserves the right to amend the budget for this Agreement as needs arise.

Contract Amendment

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

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

Payment Withhold

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

Contract Term

The term of this Agreement will span approximately 8 months and is expected to begin in December 2023. CalRecycle reserves the right to amend the term of this Agreement as needs arise.

Process Type

Request for Proposal (RFP) (Primary Method).

Process Schedule

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

| | |
|----------------------------------|-------------------|
| Advertisement Date | October 11, 2023 |
| Written Questions Due by 5:00 pm | October 24, 2023 |
| Submittals Due by 2:00 pm | November 29, 2023 |
| Public Cost Opening at 10:00 am | December 11, 2023 |
| Post Notice of Intent to Award | December 11, 2023 |

Section II Rules and Conditions

Introduction

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

Commitment

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

- All items noted in RFP documents.
- Special Terms and Conditions available for viewing in Exhibit D of the Sample Standard Agreement (Attachment E)
- General Terms and Conditions (GTCs) and;
- Contractor Certification Clauses (CCCs) available for viewing at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

The above terms, conditions, and/or requirements are not subject to negotiation. Any Proposal that reserves a right to negotiate or expresses any exception to the above terms, conditions, and/or requirements will be disqualified. However, requests to revise any of the above terms, conditions, and/or requirements may be submitted during the formal question and answer period. Any such requests shall include the current language, the proposed revised language, and the justification for the proposed revision. Any revisions are at the sole discretion of CalRecycle and will only be made under very limited circumstances in which the revisions apply to all Proposers and benefit or enhance the Contract.

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

Antitrust Claims

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

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the

assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the Proposal Package price, less the expenses incurred in obtaining that portion of the recovery. (See Government Code Section 4553.)

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

Contractor's Cost

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

Information

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

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

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

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

Written Questions

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

Questions, suggestions or objections regarding the content of this solicitation, including but not limited to the purpose, scope of work, etc., not submitted by the deadline for questions shall be deemed waived and may not be raised at a later time.

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

E-mails should be clearly marked “**Questions Relating to SOLICITATION DRR23044**”

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

Addenda

CalRecycle reserves the right to amend, alter, or change the rules and conditions of this RFP.

Any ambiguity, conflict, discrepancy, omission, or other error discovered in the RFP should immediately be reported to CalRecycle prior to the deadline for submission of written questions. CalRecycle will issue addenda to address such issues.

Modification of Submittals

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

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

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

Errors in Submittals

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

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

Unreliable List

Any Contractor or Subcontractor currently of CalRecycle Unreliable list, is ineligible to apply for or participate in this contract.

Electronic Waste Recycling

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

Use Tax

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

Subcontractors

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

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

Contractor understands and agrees that should award of this contract be based in part on their commitment to use the DVBE subcontractor(s) identified in their Proposal, per Military and Veterans Code 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the DGS. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the Proposal and approved DVBE substitutions will be documented by contract amendment.

Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the Proposal may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC § 999.9; Public Contract Code (PCC) § 10115.10, or PCC § 4110 (applies to public works only).

CalRecycle reserves the right to approve substitutions of subcontractors, as long as, certified business participation levels remain unchanged.

Section III Proposal Submittal Requirements

Introduction

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

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

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

Deadline

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

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

Addressing

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

Number of Copies

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

- One original, non-bound hard copy marked "Original" (Do not include Cost Proposal Sheet in this set.)
- One original signed Cost Proposal Sheet in a separate sealed envelope marked "Cost Proposal-Do Not Open."
- One electronic copy on USB flash drive viewable by Adobe Acrobat Reader with the entire Proposal, including any attachments (except for the Cost Proposal Sheet), saved as a SINGLE document. (Again, do not include Cost Proposal Sheet in the electronic copy.)

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

Document Printing

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

Cover Letter

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

- a. Name and address of the Proposer submitting qualifications;
- b. Proposer's Headquarters for purposes of this Agreement, if awarded;
- c. Name, telephone number, and e-mail address of a person who can be contacted if further information is required;
- d. Name, title, address, telephone number, and e-mail address of individual(s) with authority to execute a binding Agreement on behalf of the Proposer;
- e. Statement that personnel who will provide services under the Agreement will have the required certifications and that bidder will have qualified personnel available to meet the service needs;
- f. Statement attesting to the fact of the percentage of post-consumer recycled content fiber paper used in the compilation of the Proposal package;
- g. Statement stating that the Contractor and any Subcontractors to be used during the performance of the contract are eligible to contract with the State of California, pursuant to PCC 10286; and
- h. List of Contractor's and any subcontractor(s') business names, identification of certified Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) status, if applicable, and corresponding Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) Reference number(s) issued by DGS.

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The information shall be organized as presented with corresponding page references.

Summary

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

Methodology

The 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 teleconference the project objectives.

The proposal should include a work plan describing the methods to be employed to accomplish the project objectives. Proposals should describe how the tasks/objectives will be met and the methods the Proposer will use. The description should include not only what work will be performed, but how it will be performed, in sufficient detail to allow CalRecycle staff to evaluate the methods and address all tasks and items in the Scope of Work.

The Contractor shall propose a method for aggregating data at a local, regional and state level considering the regional and state aggregations, using various sources such as:

- [Regulation of Composting Operations | California State Water Resources Control Board](#)
- [Regional Water Quality Board Directory | California State Water Resources Control Board](#)
- [Permitting Compostable Material Handling Facilities and Operations – CalRecycle Home Page](#)
- [CEQA Overview Home Page – CalRecycle Home Page](#)
- [Composting Emissions and Air Permits – CalRecycle Home Page](#)
- [California Code of Regulations \(Title 14 Division 7\)](#)

Regional aggregation of data will be reevaluated if necessary to protect confidentiality (e.g., if there is only one facility in a proposed region)

The work plan shall identify any entities with which the Contractor will coordinate to accomplish the identified tasks, such as local government agencies, regional air and water permitting agencies, CalRecycle, and etc.

The work plan shall identify the contents of the final contract report.

Examples of things to consider:

- How will your firm ensure data validity?
How will your firm develop best management practices for identifying locations that are suitable for siting small and medium sized composting activities?
- How will your firm provide a full and complete summary of permitting requirements for each local or regional air and water permitting agency?
- How will your firm perform an economic analysis which includes a range of costs for the permitting and operation of small and medium composting activities?
- How will your firm identify Best Management Practices for operating small and medium composting activities?
- How will your firm ensure timely submission of progress and final reports consistent with the workplan schedule?

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 high level of expertise required from various disciplines necessitates that the Contractor assemble a team of highly experienced and respected consultants to effectively provide services related to the following:

- Knowledge of the California Environmental Quality Act (CEQA) - A thorough understanding of the CEQA statutes, regulations, and applicable case law will be of critical importance in the selection of the contractor. The Contractor must have knowledge of the CEQA process for preparation and circulation of CEQA documents. The Contractor must also have knowledge of the requirements of the National Environmental Policy Act. The Contractor must demonstrate an understanding of potential environmental impacts associated with siting and operating composting activities and potential mitigation measures.
- Knowledge of Organic Materials Management and Composting Regulatory Requirements - The Contractor must have expertise and knowledge of organic materials management, the current solid waste infrastructure, the Title 14 California Code of Regulations, Compostable Material Handling regulatory requirements, and any applicable state and local regulatory requirements for land use, water quality, and air quality.
- Knowledge of Associated Cost of Composting Activities - The Contractor must have experience and knowledge of costs associated with designing, developing, and permitting new compost activities and operating active compost activities.
- Data Gathering and Analysis, Writing, and Communication - The Contractor must have expertise in a variety of analytical skills such as conducting data gathering and analysis. The Contractor must demonstrate effective writing for the preparation of documentation and reports that are clear and concise. The Contractor must demonstrate effective communication and presentation skills to convey information and analytical data to CalRecycle staff and other local and state agency staff.
- Availability, Schedule, and Project Management - The Contractor's staff must have expertise in project management skills to meet the objectives of the Contract. The contractor's staff must have the available resources to attend and participate in teleconferences virtually and in-person.

Each Proposal shall include a description of the resources to be used on the project while demonstrating an individual or team members' abilities to perform the work. The Proposals shall include resumes for each member of the Proposer's team, that include their:

- Experience
- Knowledge
- Educational Background
- Appropriate licensing

References

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

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

Samples of Written Work

The Proposer's team shall include a copy of a verifiable written work that is similar in nature to the proposed project and deliverables. Specifically, include at least one sample of each of the following generated within the last five years:

- Environmental-related case studies
- Publications
- Surveys and reports

Contractor Eligibility

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

Licenses

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

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

Small Business (SB) Participation

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

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

- If the Proposer is a Certified OSDS SB, as defined in Section V Definitions and Terms, the 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 Subcontractors to be utilized to meet this goal, the Bidder Declaration form (link provided in the Required Forms section of this document) shall be completed and submitted with the Proposal.

Small Business and non-small business 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 to report this information.

Questions regarding certification should be directed to the OSDC at (916) 375-4940. In no event shall the SB preference or non-SB subcontracting preference exceed \$50,000 in any single bid.

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

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

If the Proposer makes a commitment to achieve small business participation, then the Proposer, if awarded this contract, must within 60 days of receiving final payment (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved (Gov. Code § 14841). Refer to Attachment A to fulfill this requirement.

Disabled Veteran Business Enterprise (DVBE) Participation

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

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

- If the Proposer is a Certified OSDS DVBE, as defined in Section V, Definitions and Terms, the Bidder Declaration form shall be completed and submitted with the Proposal.
- If the Proposer has identified Subcontractors to be utilized to meet this goal, the Bidder Declaration form (link provided in the Required Forms section of this document) shall be completed and submitted with the Proposal.
- 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:

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

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

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

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

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

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

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

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

A copy of the Proposer's DVBE certification should be included with the proposal Package. For information on locating DVBE resources please go to the following website: [CA SB/DVBE Outreach](#).

If awarded, the Proposer who has made a commitment to achieve disabled veteran business enterprise (DVBE) participation, must within 60 days of receiving final payment

under this agreement (or within such other time period as may be specified elsewhere in this agreement) certify in a report to 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)). Refer to Attachment B to fulfill this requirement.

SB/DVBE Reporting Requirement

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

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

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

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

A person or entity that knowingly provides false information shall be subject to a civil penalty for violation (M&VC § 999.5(d); GC § 14841). Contractor agrees to comply with

the rules, regulations, ordinances, and statutes that apply to the DVBE program as defined in Section 999 of the M&VC, including, but not limited to, the requirements of Section 999.5(d). (PCC Code 10230.)

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

SB/DVBE Resources

The following may be used to locate DVBE Suppliers:

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

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

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

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

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

Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: <https://www.caleprocure.ca.gov/pages/index.aspx>

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

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](#).

If the Proposer is qualified for this preference, the TACPA Preference Request Form (STD 830) and the (DGS PD 562) Bidders Summary of Contracting Activities and Labor Rates must be included in the Proposal submittal.

Maximum Combined Preferences and Rules for Award

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

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

Section IV Cost Proposal Submittal

Overview

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

The envelope shall read "Cost Proposal -Do Not Open".

Cost Breakdown

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

With the exception of travel expenses, the cost of food and beverage purchases is not reimbursable. All travel must be itemized in the Cost Proposal Sheet, under Column 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 the Cost Proposal Sheet and if the Proposer inserts a \$0, Proposer shall explain on the Cost Proposal Sheet why these line items are not itemized. A blank space for either fringe benefits or overhead will be grounds for immediate disqualification.

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

The Cost Proposal sheet is a self-contained document for purposes 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) shall be included on the Cost Proposal sheet. Reference by incorporation to the Proposal is not acceptable.

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

Travel and Per Diem

All travel shall be pre-approved by the Contract Manager. Only the least costly travel method (for example, personal car, rental car, or air travel) will be reimbursed. When determining the least costly travel method, the Contractor should take into consideration not only direct expenses, but also the time billed. If the Contractor is unsure what least costly method may be, he or she shall consult with the Contract Manager. All travel will be reimbursed at the excluded employee travel rates in accordance with the California Code of Regulations Title 2, Division 1, Chapter 3, Subchapter 1, Article 2, Section

599.615.1 et seq. At the time of the RFP release, the rates listed below apply. However, they are subject to change and the Contractor will be held to the State per diem rates in effect at the time of travel. Per diem (lodging, meals and incidentals) will not be reimbursed for travel within 50 miles of Contractor's headquarters. Readable receipts with sufficient detail (date, time and expense description and amount) are required for all expenses. Credit card receipts are generally not sufficient documentations for travel expenses.

- Lodging (receipts required) per day:

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

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

Napa, Riverside, and Sacramento Counties:

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

Marin:

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 \$0.655 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 written justification and supporting documentation including a minimum of three lodging quotes to validate the excess lodging rate. The Contract Manager will notify the Contractor of their decision. Excess lodging that is not preapproved will not be reimbursed.

Section V Evaluation and Selection

Introduction

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

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

Those Proposer's submittals that pass this review will be forwarded to the Selection Committee for Evaluation.

Selection Process

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

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

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

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

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

Grounds for Rejection

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

Additionally, a Proposal may be rejected if:

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

No Proposal may be rejected arbitrarily or without reasonable cause.

Public Cost Opening

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

The webcast link for the Public Cost Opening can be accessed at <https://video.calepa.ca.gov/>. The webcast title will be listed as "Small/Medium Composting Project Permitting, DR23044" and will be available one hour before the scheduled Public Cost Opening.

Award of Agreement

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

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

CalRecycle reserves the right to not award an Agreement.

Notice of Intent to Award

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

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

Rejection of Award

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

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

Protest of Award

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

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

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

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

- 1) Department of Resources Recycling and Recovery
Attn: Contracts Unit
1001 I Street, MS-19A
Sacramento, CA 95814
Fax (916) 319-7345
Email contracts@calrecycle.ca.gov

- 2) Department of General Services
Office of Legal Services
Attention: Bid Protest Coordinator
707 Third Street, 7th Floor, Suite 7-330
West Sacramento, CA 95605
Bid Protest Coordinator Email address: OLSProtests@dgs.ca.gov

Section VI Definition and Terms

General

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

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

Abbreviations

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

Agreement

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

Cal EPA

The California Environmental Protection Agency

CalRecycle Staff

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

Consultant

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

Contract

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

Contract Manager

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

Contractor

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

Cost Proposal Opening

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

Director

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

Disabled Veteran Business Enterprise (DVBE Certified)

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

Legal Holiday

Those days designated as State holidays in the Government Code.

Project Manager

Contractor's representative for all work performed under this Agreement. All official correspondence, reports, submittals, billings, and other work done under this Agreement shall be reviewed and signed by the Project Manager prior to submittal to CalRecycle.

Scope of Work

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

Small Business (Certified)

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

State

The State of California.

State Contract Law

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

Subcontractor

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

Section VII Required Forms

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

Client References

Contractor Status Form

Bidder Declaration Form

Disabled Veteran Business Enterprises Declarations (DGS PD 843)

Contractor Certification Clauses

Iran Contracting Act Certification

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 your submittal. Duplicate and attach additional pages as necessary.

FIRM'S / SUBCONTRACTOR'S NAME:

REFERENCE 1

Name of Firm

| | | | |
|----------------|------|-------|----------|
| Street Address | City | State | Zip Code |
|----------------|------|-------|----------|

| | |
|----------------|------------------|
| Contact Person | Telephone Number |
|----------------|------------------|

| | |
|------------------|-----------------|
| Dates of Service | Cost of Service |
|------------------|-----------------|

Brief Description of Service Provided

REFERENCE 2

Name of Firm

| | | | |
|----------------|------|-------|----------|
| Street Address | City | State | Zip Code |
|----------------|------|-------|----------|

| | |
|----------------|------------------|
| Contact Person | Telephone Number |
|----------------|------------------|

| | |
|------------------|-----------------|
| Dates of Service | Cost of Service |
|------------------|-----------------|

Brief Description of Service Provided

REFERENCE 3

Name of Firm

| | | | |
|----------------|------|-------|----------|
| Street Address | City | State | Zip Code |
|----------------|------|-------|----------|

| | |
|----------------|------------------|
| Contact Person | Telephone Number |
|----------------|------------------|

| | |
|------------------|-----------------|
| Dates of Service | Cost of Service |
|------------------|-----------------|

Brief Description of Service Provided

If three references cannot be provided, explain why:

| |
|--|
| |
| |
| |
| |
| |
| |

Contractor Status Form

Contractor's Name: _____ County: _____

Address: _____

Phone Number: _____ Fax Number: _____

Federal Employer Identification Number: _____

STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS

☐ Individual ☐ Limited Partnership ☐ General Partnership ☐ Corporation ☐ Other

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

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

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

President: _____ Vice President: _____

Secretary: _____ Treasurer: _____

Other Officer: _____ Other Officer: _____

Provide explanation if claiming Other:

SMALL BUSINESS PREFERENCE

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

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

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

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)

Bidders must complete and submit the DGS PD 843 available for download at:

https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd_843.pdf

Contractor Certification Clauses (CCC 04/2017)

Bidders must complete and submit CCC's included by reference and available for download at:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

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

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

Iran Contracting Act (PCC 2202-2208)

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

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

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

Darfur Contracting Act

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

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

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

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

California Civil Rights Laws Certification

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

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

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

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

Attachments

Attachment A - Small Business Subcontractor Payment Certification

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

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

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

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

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

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

Attachment B - Disabled Veteran Business Subcontractor Payment Certification

The Contractor is required to use the DGS Standard Form 817 (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 with "Attn: SB/DVBE Advocate" and the RFP number in the Subject line.*

Attachment C - Cost Proposal Sheet
Small/Medium Composting Project Permitting, DR23044

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 \$ | | | | | | | |
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|--------------------|-------------------|--|--|--|--|--|--|--|--|-------------|
| | | | | | | | | | | |
| Total by Line Item | (Sum of Total \$) | | | | | | | | | GRAND TOTAL |
| | | | | | | | | | | |

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: _____
Telephone #: _____
Name & Title of Authorized Representative: _____
Signature of Authorized Representative: _____

Address: _____
City, State _____
Zip: _____
Email: _____
Date Signed: _____

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

Attachment D - Proposal Scoring Sheet
Small/Medium Composting Project Permitting, DR23044

Contractor/Company Name: _____

To advance to the cost opening, the Proposer MUST achieve an overall total score of 28 of the possible 39 points.

| Category | Score |
|---|-------|
| A. Overall approach and organization (12 pts. max.) | |
| 1) Format of Proposal (0-3 Points) | |
| 2) Overall approach and understanding of problems, issues and required tasks (0-3 Points) Assign 0 or 1 point if the Proposer only restates or paraphrases information in the RFP | |
| 3) Addresses all items in RFP (0-3 Points) Assign 0 or 1 point if the Proposer only restates or paraphrases information in the RFP | |
| 4) Clarity of Proposal (0-3 Points) | |
| B. Methodology (9 pts. max.) | |
| 1) Soundness of proposed methodology. Do the steps taken, to gather and analyze the data, make sense? (0-3 Points) | |
| 2) Appropriateness of proposed methodology (0-3 Points) | |
| 3) Feasibility of work plan and schedule (0-3 Points) | |
| C. Qualifications/Resources (12 pts. max.) | |
| 1) Assigned staff's knowledge and educational background of the particular project involved (0-3 Points) Assign 0 or 1 point if the Proposer only restates or paraphrases information in the RFP | |
| 2) Assigned staff's experience and background in similar projects (0-3 Points) | |
| 3) Experience in dealing with participants that are difficult/resistant to providing required documentation (0-3 Points) | |
| 4) Abilities of assigned staff to conduct the necessary research with proficiency and accuracy and without omission (0-3 Points) | |
| D. Past Work References may be consulted (6 pts. max.) | |
| 1) Similarity between previous projects and the project contained in this RFP (0-3 Points) | |
| 2) The success (including level of completion) of past projects and any related work record (0-3 Points) | |
| Total Score | |

Attachment E - Sample Standard Agreement

| | | | |
|--|--|--|-----|
| STATE OF CALIFORNIA-DEPARTMENT OF GENERAL SERVICES STANDARD AGREEMENT STD 213 (Rev. 04/2020) | AGREEMENT NUMBER DRR23044 | 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: TBD or Upon Approval, whichever is later | | | |
| THROUGH DATE: TBD | | | |
| 3. The maximum amount of this Agreement is: \$TBD | | | |
| 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 (RFP), DRR23044 | | |
| Exhibit F** | Proposal from TBD, in response to RFP, DRR23044 Items shown with double asterisks (**), are hereby incorporated by reference and made part of this agreement as if attached hereto. | | |
| Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources | | | |
| IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO | | | |
| CONTRACTOR | | | |
| CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.) TBD | | | |
| CONTRACTOR BUSINESS ADDRESS: | CITY | STATE | ZIP |
| PRINTED NAME OF PERSON SIGNING | TITLE | | |

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

AGREEMENT
NUMBER
DRR23044

PURCHASING AUTHORITY
NUMBER (If Applicable)

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Resources Recycling and Recovery

CONTRACTING AGENCY ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

Brandy Hunt

TITLE

Deputy Director, Administration

CONTRACTING AGENCY AUTHORIZED
SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL
SERVICES APPROVAL

EXEMPTION (If Applicable)

EXHIBIT A**SCOPE OF WORK**

1. (Contractor) agrees to provide the Department of Resources Recycling and Recovery (CalRecycle), with best management practice development for small and medium composting project permitting and related services as described herein.
2. The Project Coordinators during the term of this Agreement will be:

CalRecycle Contract Manager

Name: Alvin VoTran
 Phone: (916) 341-6490
 Email: alvin.votran@calrecycle.ca.gov

Contractor

Name:
 Phone: () -
 Email: @

Direct all Agreement inquiries to:

CalRecycle Contract Analyst

Contracts Unit
 Attention: Melissa Mojonnier
 Address: 1001 I St., MS 19-A
 Sacramento, CA 95814
 Phone: (916) 341-6408
 Email: melissa.mojonnier@calrecycle.ca.gov

Contractor

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

3. Work To Be Performed

- A. The Contractor shall develop best management practices (BMPs) for siting, permitting, design, and operation of small to medium composting activities. The Contractor shall work closely with the CalRecycle Contract Manager (Contract Manager) and CalRecycle staff to ensure identified tasks are being completed. The final work plan, Monthly Progress Report format, and Monthly Teleconference schedule will be determined during an initial teleconference within fourteen (14) calendar days after the execution of the contract.
- B. For the purposes of this contract, the term "Best Management Practices," or BMP, is defined as a practice or combination of practices that is an effective, practicable means of identifying locations that are suitable for siting small and medium sized composting activities (Task 3) and operating small and medium composting activities (Task 7).
- C. If significant issues arise, such as schedule delays, ineffective data collection methodologies, or changes to the workplan, the Contractor shall not wait for a scheduled report and shall report them to the Contract Manager immediately. Should changes to the work plan be necessary, the Contractor shall submit any such changes to the Contract Manager for approval before conducting other work.
- D. Any planned tasks that the Contractor will be completing during the reporting month shall be approved by the Contract Manager within two (2) working days of the submittal of the report to CalRecycle.
- E. All deliverables must be approved in writing by the Contract Manager.

4. Tasks Identified:

A. Task 1: Meet to finalize the work plan and report format.

- 1) The Contractor shall participate in an initial teleconference within fourteen (14) calendar days of execution of the Contract with the Contract Manager to review and finalize the work plan and determine the schedule for reporting and teleconference.
- 2) The Contractor shall email the draft final work plan for review to the Contract Manager within seven (7) calendar days of the initial teleconference. The components of the final work plan shall include milestone dates agreed upon during the initial contact teleconference. The Contract Manager will request changes or revisions to the draft final work plan during the initial contact teleconference. The Contractor shall incorporate any changes or revisions required by the Contract Manager and submit the revised final work plan to the Contract Manager no later than seven (7) calendar days after the initial teleconference.
- 3) The final work plan shall include a schedule for monthly progress reports and teleconference meetings agreed to by both the contract manager and contractor.
- 4) The Contractor shall email a Monthly Progress Report with the following information to the Contract Manager at least one (1) day prior to each monthly teleconference:
 - Description of completed and current tasks in progress for the reporting month.
 - Description of tasks that are anticipated to be completed during the subsequent month.
 - Delays to the project and corrective actions to mitigate the consequences of the delays.
 - Unanticipated problems and/or concerns and corrective action(s) to mitigate the consequences of the problems and/or concerns.
 - Propose adjustments to the work plan that do not violate the terms of the Contract.
 - Summary and description of data produced, and data shared.

B. Task 2: Monthly Teleconference Participation

- 1) The Contractor shall ensure their principal contact participates in scheduled teleconferences.
- 2) The Contractor shall ensure that key personnel listed attend at least one (1) teleconference each month with the CalRecycle Contract Manager at which the current progress report shall be presented.

C. Task 3: Develop best management practices (BMPs) for identifying locations that are suitable for siting small and medium sized composting activities.

- 1) The Contractor shall include reasoning and any data supporting types of locations that could be deemed suitable.
- 2) The Contractor shall develop recommendations for working with local planning agencies to site small and medium composting activities.
- 3) The Contractor shall recommend suggestions for streamlining the California Environmental Quality Act (CEQA) process and for increasing public awareness and participation.
- 4) The Contractor shall recommend suggestions for streamlining the process for obtaining local land use permits or approvals.

- D. Task 4: Identify and list a summary of permitting requirements for each local or regional air and water permitting agency.
- 1) The Contractor shall conduct outreach to local and regional agencies to determine how regions are designated based on their specific criteria.
 - 2) For local and regional air district rules, the Contractor shall identify:
 - a) each of the varied ways air district rules impact the permitting process.
 - b) any air districts prohibitory rules.
 - c) any available air district offsets.
 - 3) For local and regional water permitting, the Contractor shall identify:
 - a) any barriers to water permitting and approvals
 - b) any challenges to water permitting and approvals.
 - c) any opportunities for water permitting and approvals.
- E. Task 5: Identify and list a summary of permitting challenges and solutions.
- 1) The Contractor shall identify the regulatory processes and pathways for small and medium composting activities for regulatory agencies that have oversight over the operation of composting operations such as the Air District and State and Regional Water Boards.
 - 2) The Contractor shall identify gaps in the permitting process for small and medium sized compost activities to accept food waste.
 - 3) The Contractor shall recommend suggestions for streamlining permitting for small and medium composting activities.
- F. Task 6: Perform an economic analysis which includes a range of costs for the permitting and operation of small and medium composting activities.
- 1) The Contractor shall conduct outreach to local planning agencies and composting facilities to identify estimated costs associated with related activities.
- G. Task 7: Identify Best Management Practices for operating small and medium composting activities for the following:
- 1) The Contractor shall explore challenges and methods for mitigating the challenges for Compostable Material Handling Minimum Operating Standards.
 - 2) The Contractor shall explore methods for mitigating any permitting challenges previously identified including co-locating projects at existing solid waste facilities.
 - 3) The Contractor shall identify good neighbor policies and Disadvantaged Communities (DAC) Best Management Practices.
- H. Task 8: Submit a draft final report
- 1) The Contractor shall submit a draft final report by April 30, 2024.
 - 2) The report shall contain the following:
 - a) Background, literature review, research design, results, key findings from the deliverables from Tasks 3 through 7, figures/tables, and work cited.
 - b) BMPs for operating small and medium composting activities (Task 7).
 - c) BMPs for identifying locations that are suitable for siting small and medium sized compost activities and navigating the CEQA process (Task 3).
 - d) A summary of permitting requirements for each local or regional air and water permitting agency (Task 4).
 - e) Solutions to permitting challenges (Task 5).

- f) Minimum and maximum award amounts for each project type based on the economic analysis (Task 6).
 - 3) The Contract Manager will provide written approval or requests for changes or revisions to the draft report.
 - 4) The Contractor shall incorporate any changes or revisions required by the Contract Manager.
 - 5) The Contractor shall submit a revised draft report to the Contract Manager for review no later than May 13, 2024.
- I. Task 9: Submit a final report by June 3, 2024.
- 1) The Contractor shall work closely with Contract Manager and CalRecycle staff to create a final report utilizing the deliverables in Tasks 3 through 7.
 - 2) CalRecycle shall approve the Final Report.

5. Contract Task Timeline

Exhibit A.1: Schedule of Deliverables

| Task # | Description | Start Date | End (Due) Date |
|--------|--|-------------------|-------------------|
| Task 1 | Meet to finalize the work plan/report format | | January 12, 2024 |
| Task 2 | Monthly Teleconference Participation | Ongoing | Ongoing |
| Task 3 | Develop BMPs for identifying locations that are suitable for siting small and medium sized composting activities | January 13, 2024 | February 13, 2024 |
| Task 4 | Identify and list a summary of permitting requirements for each local or regional agency | February 1, 2024 | March 1, 2024 |
| Task 5 | Identify and list a summary of permitting challenges and solutions | February 1, 2024 | March 1, 2024 |
| Task 6 | Perform an economic analysis which includes a range of costs for the permitting and operation of small and medium composting activities. | February 26, 2024 | March 26, 2024 |
| Task 7 | Identify Best Management Practices for operating small and medium composting activities | March 16, 2024 | April 16, 2024 |
| Task 8 | Submit a Draft Final Report | | April 30, 2024 |
| Task 9 | Submit the Final Report | | June 3, 2024 |

6. Location of Services

Services will be provided state-wide. The location for teleconferences with the Contract Manager will be determined by the Contract Manager. Teleconferences 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.

7. Control of Work

- A. The Contract Manager has the authority to determine the quality and acceptability of the following:
 - Work to be performed.
 - Rate and progress of the work
 - Fulfillment of the services provided by the Contractor.
 - Compensation for services provided by the Contractor.
- 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 it is deemed necessary to replace the Project Manager during the life of the Contract, CalRecycle's Contract Manager approval is required.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT:

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

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

contractpayment@calrecycle.ca.gov

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

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

2. BUDGET CONTINGENCY CLAUSE:

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

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

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

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

5. COST BREAKDOWN: See Exhibit B 1

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

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

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

7. 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 B1

The Contractor's cost 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/ and shall be reviewed by CalRecycle's Contract Manager in consultation with a CalRecycle editor.
 For contracts of \$5,000 or more, any document or written report prepared for or under the direction of CalRecycle, shall include a notation on the inside cover as follows:
 "Prepared as part of CalRecycle contract number DRR[Insert], Total Contract Amount \$[Insert], pursuant to Government Code § 7550."
10. ENTIRE AGREEMENT: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with the Attachments and/or Exhibits hereto, contains the entire Agreement of the parties.
11. ENVIRONMENTAL JUSTICE: In the performance of this Agreement, the Contractor shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races,

cultures, and income levels, including minority populations and low-income populations of the State. (Gov. Code, § 65040.12(e).)

12. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, the Contractor represents that it is not a target of Economic Sanctions. Should the State determine that the Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor’s bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.
13. FORCE MAJEURE: Neither CalRecycle nor the Contractor, including the Contractor's subcontractor(s), if any, will be responsible hereunder for any delay, default or nonperformance of this Agreement, to the extent that such delay, default or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, or flood, or any other cause beyond the reasonable control of such party.
14. GRATUITIES: CalRecycle may terminate this Agreement if gratuities were offered or given by the Contractor, or any agent or representative of the Contractor, to any employee of CalRecycle, with a view toward securing a contract or securing favorable treatment with respect to awarding or amending or making a determination with respect to performance of this Agreement.
15. 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. 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 within 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.

Recycled Content Certification

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

STATE OF CALIFORNIA

Department of Resources Recycling and Recovery (CalRecycle)

CalRecycle 74C (Rev. 06/10 for Contracts)

submit to the CalRecycle Contract Manager.

To be completed by Contractor

Name of Contractor:

Contract #:

Work Order #:

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

Contractor's Name _____ Date _____

Address _____

Fax _____ Phone _____

E-mail _____ Website _____

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

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

Attachment F - Proposal Completion Checklist

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

-
- ☐ Cover Letter with contact information and statements as required in the RFP.
 - ☐ Organizational information and Personnel Information (Resumes)
 - ☐ Proposal (detailed work plan)
 - ☐ Samples of Written Work
 - ☐ Copy of Required License(s) (Secretary of State)
 - ☐ Client References
 - ☐ Contractor Status Form
 - ☐ Bidder Declaration Form *shall be submitted even if participation levels are zero (write zero participation on form)*
 - ☐ Contractor Certification Clauses (CCC 04/2017)
 - ☐ Iran Contracting Act Certification
 - ☐ Darfur Contracting Act Certification
 - ☐ California Civil Rights Laws Certification
 - ☐ Separate sealed Cost Proposal Sheet (Attachment C)
-

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

- ☐ One (1) unbound reproducible original Proposal package marked "Original"
 - ☐ One (1) original, signed Cost Proposal Sheet in a separate sealed envelope marked "Cost Proposal-Do Not Open".
 - ☐ One (1) USB flash drive containing one (1) single electronic file of the Proposal Package in Adobe Acrobat format including all required forms and attachments (excluding the Cost Proposal sheet).
-

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

- ☐ Certification of Target Area Contract Preference Act
-

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

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

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