



**DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY**  
**Notice to Prospective Proposers**

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March 22, 2024

You are invited to review and respond to this Request for Proposal (RFP) Secondary, entitled "Assembly Bill (AB) 793 Study on the Availability of Postconsumer Recycled Plastic in the Market", DRR23059. In submitting your Proposal, you must comply with the instructions herein.

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

In the opinion of the Department of Resources Recycling and Recovery (CalRecycle) this RFP Secondary 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:

Nadine Mills  
[contracts@calrecycle.ca.gov](mailto:contracts@calrecycle.ca.gov)  
Phone: (916) 341-6399

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

Nadine Mills  
Contract Administrator

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## Section 1 Overview

### General Information

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

### CalRecycle Contact Information

Department of Resources Recycling and Recovery

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

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

Phone: (916) 341-6399

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

Any documents delivered in person must be received by 2:00 p.m. on May 3, 2024, 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

Assembly Bill (AB) 2530 (Chapter 861, Statutes of 2016) added PRC Section 14549.3 which requires beverage manufacturers to report, on an annual basis, the amount of virgin and postconsumer recycled plastic used in the beverage containers they sold in the previous year beginning in 2018. AB 793 (Chapter 115, Statutes of 2020) amended PRC Section 14549.3 and added PRC Sections 14547 and 18017 establishing minimum postconsumer recycled plastic content standards for plastic beverage containers subject to CRV. The goal of AB 793 is to help develop domestic markets for recycled plastic, reduce the amount of virgin plastic used, and provide a closed-loop solution for plastic beverage containers. To achieve this, AB 793 requires the total number of plastic beverage containers filled with a beverage sold by a beverage manufacturer, as defined by PRC Section 14506, to contain, on average, a minimum of 15 percent postconsumer recycled plastic beginning in 2022, increasing to 25 percent in 2025, and settling at 50 percent in 2030. Beverage manufacturers who fail to meet the minimum postconsumer recycled standard may face administrative penalties based on the weight of postconsumer recycled plastic needed to reach the minimum standard.

Per PRC Section 14547(a)(6)(A), beginning January 1, 2025, the Director of CalRecycle may, on an annual basis, review and determine to adjust downwards the minimum postconsumer recycled plastic content standard required from the established 25 percent and 50 percent requirements, respectively. The Director's review may be initiated by the Director or at the petition of the beverage manufacturing industry not more than once annually. PRC Section 14547(a)(6)(A) authorizes CalRecycle to enter into a contract for

the services required to implement the requirements of PRC Section 14547 and any related regulations developed by CalRecycle.

CalRecycle seeks a Contractor to obtain data and information to substantiate the achievability of the minimum postconsumer recycled plastic content standards by beverage manufacturers and inform CalRecycle's decisions in the adjustment of the minimum postconsumer recycled plastic content standard requirement through a study that shall be conducted each year (annually) of the eighteen-month contract period. Data collected in this study is critical to inform policy and programs targeted at closing the loop and moving toward a circular economy, with significantly less plastic waste ending up in landfills.

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

### **Contract Budget**

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

Subject to availability of funds and approval by CalRecycle, there is a current maximum budget of \$1,000,000.00 (One million dollars and zero cents).

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

### **Payment Withhold**

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

### **Contract Term**

The term of this Agreement will span approximately 18 months and is expected to begin in May 2024. CalRecycle reserves the right to amend the term of this Contract as needs arise.

### **Process Type**

Request for Proposal (RFP) (Secondary Method).

**Process Schedule**

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

Advertisement Date	March 22, 2024
Written Questions Due by 5:00 p.m.	April 5, 2024
Submittals Due by 2:00 p.m.	May 3, 2024
Post Notice of Intent to Award	May 16, 2024

## Section II Rules and Conditions

### Introduction

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

### Commitment

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

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

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

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

### Antitrust Claims

In submitting a Proposal Package to a public purchasing body, the Proposer offers and agrees that if the Proposal Package is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 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 when the purchasing body tenders final payment to the Proposer. (See Government Code § 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 aid 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 7920.000 et seq.). CalRecycle will disregard any language purporting to render all or portions of the RFP package confidential.

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

Any information obtained or produced during the 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 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 can submit questions about the RFP. All questions must be submitted in writing either by mail, or e-mail to the CalRecycle Contact as listed in Section I, Overview. The questions and answers will be published in an Addendum to the RFP (see below, Addenda).

**Addenda**

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



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

### **Modification of Submittals**

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

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

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

### **Errors in Submittals**

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

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

### **Unreliable List**

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

### **Electronic Waste Recycling**

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

### **Use Tax**

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

### **Subcontractors**

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

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 the SB and DVBE firms identified on the Bidder Declaration form (link in the Required Forms section of this document). These firms must perform a commercially useful function. Per Government Code § 14837(d)(4), a certified small business or microbusiness is deemed to perform a commercially useful function if the business does all of the following:

1. Is responsible for the execution of a distinct element of the work of the contract;

2. Carries out its obligation by actually performing, managing, or supervising the work involved;
3. Performs work that is normal for its business services and functions;
4. Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing (if applicable) and making payment; and
5. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

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; PCC § 10115.10, or PCC § 4110 (applies to public works only).

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

#### **Payments to the Contractor**

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

#### **Equipment and Software Purchases**

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

### **Section III Proposal Submittal Requirements**

#### **Introduction**

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

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

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

#### **Deadline**

The Proposal package must be received by CalRecycle, at the address listed in Section I, Overview and by the "Submittals Due by 2:00 p.m." date in Section I, Overview. Proposals received after the deadline will be considered late and returned to the Proposer unopened.

#### **Addressing**

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

#### **Number of Copies**

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

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

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

#### **Document Printing**

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

#### **Cover Letter**

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

- a. Name and address of the Proposer submitting qualifications;
- b. Proposer's Headquarters for purposes of this Contract, if awarded;
- c. Name, telephone number, and e-mail address of a person who can be contacted if further information is required;

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

### **Table of Contents**

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

### **Summary**

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

### **Methodology**

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

The methodology must be described in sufficient detail to allow CalRecycle staff to evaluate the methods and must address all tasks and items in the Scope of Work. The description shall include not only what work will be performed, but how it will be performed.

The Proposer shall include the following in its submitted Proposal:

- A. Details, including justification, on the structure and content of AB 793 and PRC Section 14547, minimum postconsumer recycled plastic content standards, and minimum postconsumer recycled plastic content standards reporting requirements to ensure the goals of the contract are met.
- B. A Work Plan, that thoroughly communicates to CalRecycle how the Proposer will execute each of the required tasks and meet the goals of the contract. The Work Plan shall describe the methods to be employed to accomplish the contract activities described in the Scope of Work in the Sample Standard Agreement in this document. The Work Plan may include new and innovative approaches or

improve upon proven approaches used in similar studies. The Work Plan should explain:

- a) What new data will be collected, and evidence-based justification of how the collected data will help meet the goals of the contract.
  - b) What pre-existing data will be used, and evidence-based justification of how the data will help meet the goals of the contract.
  - c) How the newly collected data will be analyzed and aggregated with existing data to help formulate evidence-based assessment of the achievability of the current PCR plastic minimum content requirements.
- C. Timelines for each task and deliverables outlined in the contract, and how the Proposer shall ensure that the timeline will be followed.
- D. Identification of the contents that will be included in the Annual Report and how recommendations to CalRecycle regarding the adjustment of the minimum PCR plastic content requirement will be presented.

In addition to the methodologies above, the submitted Proposal shall demonstrate an understanding of the current system of recycling, reclaiming, and distributing reclaimed materials to beverage container manufacturers by describing:

- A. How recycled material flows from consumers through recyclers, processors, reclaimers, container manufacturers, and beverage manufacturers.
- B. Sources of reclaimed food-grade plastic (domestic and international) currently available to beverage container manufacturers.
- C. Sources of demand for reclaimed food-grade plastic (domestic and international).
- D. The number of beverage container manufacturers (domestic and international).
- E. Existing minimum content standard laws in California and existing or proposed laws governing minimum post-consumer content levels in other states.
- F. Distinctly describe a clear, specific, and sound methodology for how data will be analyzed and how a recommendation to CalRecycle will be formulated.

Other factors to describe in your methodology:

- A. How will your firm ensure validity of data used?
- B. How will your firm ensure confidentiality of data gathered and those who provided the data?

- C. How will your firm address incomplete or missing data?
- D. How will your firm ensure that your conclusions, recommendations, and alternatives to inform CalRecycle are supported by evidence?
- E. How will your firm ensure timely submission of reports and plans 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 prospective Contractor must have the experience, qualifications, and resources to perform the required tasks of the project.

1. A seasoned (i.e., 3-5 years of experience performing research) researcher with the experience, insight, expertise, and in-depth knowledge of the system of recycling, reclaiming, and distribution of reclaimed materials to beverage container manufacturers and industry of the postconsumer recycled plastic content standards market would be best suited to collect information on the recycling and processing activities that impact the availability of PCR plastic.
2. The prospective Contractor must demonstrate their experience and knowledge to determine the availability of PCR plastic needed to achieve the PCR plastic minimum content standard which may be affected by factors such as the availability of material markets (international and local), impacts of economic growth or decline, and industry practices.
3. The prospective Contractor must demonstrate their abilities and available resources (i.e., software, staff knowledge, data access, etc.) to provide accurate, current data to support data-driven, science-based decision-making; track, understand, and assess the changes in the plastic market; and provide recommendations for policy and program directions accordingly.

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

- Experience
- Knowledge
- Educational Background

### **References**

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

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

### **Samples of Written Work**

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

- Comprehensive understanding of the collection, compilation, and data analysis related to international and domestic plastic recycling programs and markets for reclaimed plastic resins generated by the recycling infrastructure.

### **Contractor Eligibility**

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

### **Qualification/Licenses**

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

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

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

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

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

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

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

For purposes of this RFP, references to "Small Business" or "SB" include "Microbusiness" unless contrary to law. 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 § 14837(d)(4).

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

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

CalRecycle will apply the preference as described below.

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

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

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

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

If the Proposer makes a commitment to achieve SB participation, then the Proposer, if awarded this contract, must within 60 days of receiving final payment under this



Agreement (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of SB participation that was achieved (Gov. Code § 14841). Refer to the Small Business Enterprise Subcontractor Payment Certification form (Attachment A) to fulfill this requirement.

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

CalRecycle requires a minimum of three percent (3%) of the project services 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 (link in 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 in 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 § 10230.)

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

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

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

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

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

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

CalRecycle will apply the incentive as follows:

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

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

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

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

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

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

If awarded, the Proposer who has made a commitment to achieve disabled veteran business enterprise (DVBE) participation, must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the contract; (2) the name and address of the DVBE(s) that participated in the performance of the contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the contract have been made to the DVBE(s); and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation (Military & Veterans Code (M&VC) § 999.5(d)). Refer to the Disabled Veteran Business Enterprise Subcontractor Payment Certification form (Attachment B) to fulfill this requirement.

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

In compliance with GC § 14841, the awarded Contractor shall, upon completion of an awarded contract for which a commitment to small business subcontractors, report to CalRecycle the actual percentage of small business participation that was achieved. 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 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. The contractor shall request the substitution in writing to CalRecycle and/or Designee and receive approval from both 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 § 10230.)

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

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

Access the 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](mailto: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 placed on the California State Contracts Register (CSCR) for this solicitation before the closing date. You may access the CSCR at:  
<https://www.caleprocure.ca.gov/pages/index.aspx>

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

**AWARDING DEPARTMENT:** Contact the department’s contracting official named in this solicitation for any DVBE suppliers who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to 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 526 Bidder’s Summary of Contract Activities and Labor Hours](#) must be included in the Proposal submittal.

#### **Rules for Award**

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

## Section IV Cost Proposal Submittal

### Evaluation

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

### Cost Breakdown

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

Personnel roles, rates, hours and totals and Fringe Benefits, Operating Expenses, Travel Expenses, Overhead, Other, and Dollar Total information must be entered for cost tracking purposes for each Task. Additionally, the following per task cost parameters and detail requirements must be met.

The Proposer must take into consideration the not to exceed percentages per task as noted in Attachment C.

<b>Task No.</b>	<b>Task Title</b>	<b>Not to Exceed Budget Amount</b>
Task 1	Develop Work Plan	5 percent
Task 2	Collect, compile, and analyze data and information regarding the availability of postconsumer recycled plastic content standards needed to achieve the minimum postconsumer recycled content standards by beverage manufacturers	20 percent
Task 3	Conduct research to document conditions influencing the postconsumer recycled plastic content standards market	20 percent
Task 4	Identify barriers to the achievability of meeting the minimum postconsumer recycled plastic content standards as outlined in PRC Section 14547	20 percent
Task 5	Identify the effects of the minimum postconsumer recycled plastic content standard requirements on various aspects of recycling	20 percent
Task 6	Reporting	15 percent

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

The costs identified in Attachment C should consider the contract length, rise in salaries and overhead costs.

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

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

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

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

### **Travel and Per Diem**

All travel must be pre-approved by the Contract Manager. Only the least costly travel method (for example, personal car, rental car, or air travel) will be reimbursed. When determining the least costly travel method, the Contractor should take into consideration not only direct expenses, but also the time billed. If the Contractor is unsure what least costly method may be, he or she shall consult with the Contract Manager. All travel will be reimbursed at the excluded employee travel rates in accordance with the California Code of Regulations Title 2, Division 1, Chapter 3, Subchapter 1, Article 2, Section 599.615.1 et seq. At the time of the RFP release, the rates listed below apply. However, they are subject to change and the Contractor will be held to the State per diem rates in effect at the time of travel. Per diem (lodging, meals, and incidentals) will not be reimbursed for travel within 50 miles of Contractor's headquarters.

- Lodging (receipts required) per day:

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

Actual lodging expense, supported by a receipt, up to \$107 per night, plus tax and mandatory fees.

Alameda:

Actual lodging expense, supported by a receipt, up to \$189 per night, plus tax and mandatory fees.

City of Santa Monica:

Actual lodging expense, supported by a receipt, up to \$270 per night, plus tax and mandatory fees.

Los Angeles:

Actual lodging expense, supported by a receipt, up to \$169 per night, plus tax and mandatory fees.

Marin:

Actual lodging expense, supported by a receipt, up to \$166 per night, plus tax and mandatory fees.

Monterey:

Actual lodging expense, supported by a receipt, up to \$184 per night, plus tax and mandatory fees.

Napa:

Actual lodging expense, supported by a receipt, up to \$195 per night, plus tax and mandatory fees.

Orange:

Actual lodging expense, supported by a receipt, up to \$169 per night, plus tax and mandatory fees.

Riverside:

Actual lodging expense, supported by a receipt, up to \$142 per night, plus tax and mandatory fees.

Sacramento:

Actual lodging expense, supported by a receipt, up to \$145 per night, plus tax and mandatory fees.

San Diego Counties:

Actual lodging expense, supported by a receipt, up to \$194 per night, plus tax and mandatory fees.

San Francisco:

Actual lodging expense, supported by a receipt, up to \$270 per night, plus tax and mandatory fees.

San Mateo:

Actual lodging expense, supported by a receipt, up to \$222 per night, plus tax and mandatory fees.

Santa Clara:



Actual lodging expense, supported by a receipt, up to \$245 per night, plus tax and mandatory fees.

Ventura and Edwards AFB, excluding the City of Santa Monica:

Actual lodging expense, supported by a receipt, up to \$169 per night, plus tax and mandatory fees

- Meals (actual expense) (up to \$13 for breakfast, \$15 for lunch and \$26 for dinner) – up to a maximum of \$54 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 expenses (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 \$0.67 per mile; however, fuel will not be reimbursed if a personal vehicle is used.

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

## Section V Evaluation and Selection

### Introduction

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

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

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

### Selection Process

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

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

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

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

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

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

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

<u>Rating Category</u>	<u>Maximum Points</u>
Experience/Methodology	99
Cost Points	42
Maximum Total	141

- 2) CalRecycle will consider a proposal technically deficient and non-responsive if the proposal earns a score that is less than 70 of the 99 points of the Experience/Methodology.

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

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

**Cost Points**

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

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

Other Proposer's Cost Points = (factor\*) X maximum cost points  
 \* factor is the Lowest Proposer's cost divided by Other Proposer's cost

**EXAMPLE**

*Lowest Proposer's cost = \$10  
 Other Proposer's cost = \$12  
 Maximum cost points = 30 cost points  
 factor = \$10 ÷ \$12 = .83*

*Cost Points Calculation for Other Proposer's Cost  
 .83 X 30 cost points = 25 cost points*

*Final Cost Points Awarded  
 Lowest cost Proposal receives 30 cost points*

*Other cost Proposal receives 25 cost points*

### **Grounds for Rejection**

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

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

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

No Proposal may be rejected arbitrarily or without reasonable cause.

### **Award of Contract**

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

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

CalRecycle reserves the right not to award a Contract.

### **Notice of Intent to Award**

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

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

### **Rejection of Award**

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

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

**Protest of Award**

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

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

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

The protest documents should be sent via registered mail or electronically to the following two parties:

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

## Section VI Definition and Terms

### General

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

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

### Abbreviations

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

### Cal EPA

The California Environmental Protection Agency

### CalRecycle Staff

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

### Consultant

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

### Contract

A legally binding Agreement between the state & another entity, public or private, for the provision of goods or services; the written Agreement covering performance of the work and furnishing of labor, materials, tools, and equipment in providing the work. The Agreement shall include the RFP, Proposal, general and specific terms and conditions, Work Orders, and supplemental Agreements which may be required to complete the work in a substantial and acceptable manner.

**Contract Manager**

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

**Contractor**

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

**Director**

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

**Disabled Veteran Business Enterprise (DVBE Certified)**

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

**Legal Holiday**

Those days designated as State holidays in the Government Code.

**Project Manager**

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

**Scope of Work**

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

**Small Business (Certified)**

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

**State**

The State of California.

**State Contract Law**

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

**Subcontractor**

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



**Section VII Required Forms**

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

- Client References
- Contractor Status Form
- Bidder Declaration Form
- DVBE Declaration DGS PD 843
- Contractor Certification Clauses
- Darfur Contracting Act Certification
- California Civil Rights Laws Certification

**Client References**

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

**FIRM’S / SUBCONTRACTOR’S NAME:**

**REFERENCE 1**

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Cost of Service

Brief Description of Service Provided

**REFERENCE 2**

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Cost of Service

Brief Description of Service Provided

**REFERENCE 3**

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Cost of Service

Brief Description of Service Provided

If three references cannot be provided, explain why:

**Contractor Status Form**

Contractor's Name \_\_\_\_\_ County: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Fax Number \_\_\_\_\_

Federal Employer Identification Number: \_\_\_\_\_

**STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS**

Individual     Limited Partnership     General Partnership     Corporation     Other

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If a Corporation, state place and date of incorporation: \_\_\_\_\_

President: \_\_\_\_\_ Vice President: \_\_\_\_\_

Secretary: \_\_\_\_\_ Treasurer: \_\_\_\_\_

Other Officer: \_\_\_\_\_ Other Officer: \_\_\_\_\_

Provide explanation if claiming Other: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**SMALL BUSINESS PREFERENCE**

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

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

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

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

**Bidder Declaration**

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

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

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

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

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

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

**Disabled Veteran Business Enterprises Declarations (DGS PD 843)**

Bidder must complete the Disabled Veteran Business Enterprise Declarations (DGS PD 843) form available at: [https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd\\_843.pdf](https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd_843.pdf) to fulfill the DVBE Declaration requirement. List all Disabled Veteran Business Enterprise (DVBE) Subcontractor firms involved with this contract that will provide materials, supplies, services, or equipment {Military and Veterans Code Section 999.2}.

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

**Contractor Certification Clauses (CCC 04/2017)**

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

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

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

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

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

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

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

### **Darfur Contracting Act**

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

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

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

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

### **California Civil Rights Laws Certification**

Bidders must complete and submit the California Civil Rights Laws Attachment included by reference and available at: [https://www.dgs.ca.gov/-/media/divisions/pd/acquisitions/solicitation\\_document\\_attachments/California\\_civil\\_rights\\_law.pdf](https://www.dgs.ca.gov/-/media/divisions/pd/acquisitions/solicitation_document_attachments/California_civil_rights_law.pdf)

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

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

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

## **Attachments**

**Attachment A - Small Business Subcontractor Payment Certification**

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

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

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

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

<b>SB Subcontractor</b>	<b>Street Address, City, State, Zip</b>	<b>Amount Paid</b>	<b>Participation Achieved</b>
			%
			%
			%

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



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

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

**Attachment C - Cost Proposal Sheet**

**AB 793 Study on the Availability of Postconsumer Recycled Plastic in the Market, DRR23059**

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 \$							
1											
1											
1											
1											
Task 1 – Develop Work Plan (Not to Exceed 5% of total Budget)											<b>\$0.00</b>
2											
2											

2											
2											
	Task 2 - Collect, compile, and analyze data and information regarding the availability of postconsumer recycled plastic content standards needed to achieve the minimum postconsumer recycled content standards by beverage manufacturers (Not to Exceed 20% of total Budget)										<b>\$0.00</b>
3											
3											
3											
	Task 3 - Conduct research to document conditions influencing the postconsumer recycled plastic content standards market (Not to Exceed 20% of total Budget)										<b>\$0.00</b>
4											
4											
4											
4											
	Task 4 - Identify potential and/or actual barriers to meeting the minimum postconsumer recycled plastic content standards as outlined in PRC Section 14547 (Not to Exceed 20% of total Budget)										<b>\$0.00</b>
5											
5											
5											
	Task 5 - Identify the effects of the minimum postconsumer recycled plastic content standards requirements on various aspects of recycling (Not to Exceed 20% of total Budget)										<b>\$0.00</b>
6											

6											
6											
	Task 6 – Reporting (Not to Exceed 15% of total Budget)										<b>\$0.00</b>
Total by Line Item	(Sum of Total \$)										<b>GRAND TOTAL</b>

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### 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 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 hereby authorizes CalRecycle to contact such persons, firms, etc., to obtain information regarding the undersigned.

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

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

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

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

Telephone #: \_\_\_\_\_

City, State \_\_\_\_\_

Zip: \_\_\_\_\_

Name & Title of Authorized Representative: \_\_\_\_\_

Email: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date Signed: \_\_\_\_\_

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

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**Attachment D - Proposal Scoring Sheet**

**AB 793 Study on the Availability of Postconsumer Recycled Plastic in the Market, DRR23059**

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

**Proposer must score a minimum of 70 points in the Experience and Methodology category in order to qualify for further consideration.**

Category	Score (0-3)	Weight	Score * Weight
<b>A. Experience (42 pts. Max.)</b>			
1) Project Manager demonstrates multiyear experience in and knowledge of economic analysis and demand analysis and possesses a comprehensive understanding of the postconsumer recycled (PCR) plastics industry, the PCR plastics market, and the use of PCR plastic by beverage container manufacturers (0-3 Points)		3	
2) Project manager, principal members and sub-contractors of consulting team demonstrate appropriate background and professional consulting experience related to the PCR plastics industry and markets for PCR plastic (0-3 Points)		2	
3) Project manager, principal members and sub-contractors of consulting team demonstrate practical experience and expertise regarding the tasks identified in the RFP (0-3 Points)		2	
4) Project manager Demonstrates an understanding of the current system of recycling, reclaiming, and distributing reclaimed materials to beverage container manufacturers by describing how recycled material flows from consumers through recyclers, processors, reclaimers, container manufacturers, and beverage manufacturers (0-3 Points)		2	
5) Project manager demonstrates knowledge about sources of reclaimed food-grade plastic (domestic and international) currently available to beverage container manufacturers and sources of demand for reclaimed food-grade plastic (domestic and international) (0-3 Points)		3	
6) Project manager demonstrates knowledge about the number of domestic and international beverage container manufacturers (0-3 Points)		1	
7) Project manager demonstrates knowledge about existing minimum content standard laws in California and existing or proposed laws governing minimum post-consumer content levels in other states (0-3 Points)		1	
<b>B. Methodology (57 pts. max.)</b>			
1) Includes timelines for each task and deliverables outlined in the contract, and how the Proposer shall ensure that the timeline will be followed (0-3 Points)		2	
2) Clearly describes what data (existing and new) will be collected, how and why these data will be analyzed and aggregated to formulate		3	

evidence-based assessment of the achievability of the current PCR plastic minimum content requirements (0-3 Points)			
3) Clearly describes research methods that will be used to evaluate the availability of PCR plastic material to be used for manufacturing beverage containers including data gathering methods such as site visits, interviews, surveys, etc. to be employed for this project (0-3 Points)		3	
4) Concisely describes a clear, specific, and sound methodology for how data will be analyzed and how recommendations regarding the achievability of PCR plastic minimum content requirements will be formulated.		3	
5) Describes methods for identifying potential and actual barriers that beverage container manufacturers face in meeting PCR plastic minimum content standards as outlined in Public Resources Code (PRC) 14547		3	
6) Describes methods of identifying the impacts of the PCR plastic minimum content requirements on the various participants of the recycling process. Clearly describes how information will be reported to CalRecycle.		3	
7) Describes how Proposer will ensure validity of data used and how it will address missing and incomplete data and confidentiality of data gathered.		2	
<b>A-B Subtotal</b>		Points Possible= 99	
Cost Points 30% of total possible points		Points Possible = 42	
Total Points (141 points possible)		Points Possible = 141	
Small Business Preference (25%)			
DVBE Incentive (3%)			
TACPA Incentive			
<b>Final Score after Combined Preferences</b>			

**Attachment E - Sample Standard Agreement**

STATE OF CALIFORNIA-DEPARTMENT OF GENERAL SERVICES <b>STANDARD AGREEMENT</b> STD 213 (Rev. 04/2020)	AGREEMENT NUMBER DRR23059	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: May 20, 2024, or Upon Approval, whichever is later			
THROUGH DATE: December 31, 2025			
3. The maximum amount of this Agreement is: \$1,000,000.00 (One million dollars and zero cents)			
4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made part of this Agreement:			
Exhibits	Title	Pages	
Exhibit A	Scope of Work		
Exhibit B	Budget Detail and Payment Provisions		
Exhibit B.1	Cost Sheet	TBD	
Exhibit C*	General Terms and Conditions	Online	
Exhibit D	Special Terms and Conditions		
	Attachment 1, Recycled Content Certification		
Exhibit E**	Request for Proposals, Secondary (RFP), DRR23059		
Exhibit F**	Proposal from TBD, in response to RFP(S), DRR23059 Items shown with double asterisks (**), are hereby incorporated by reference and made part of this agreement as if attached hereto.		
Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <a href="https://www.dgs.ca.gov/OLS/Resources">https://www.dgs.ca.gov/OLS/Resources</a>			
IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO			
<b>CONTRACTOR</b>			
CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.) TBD			
CONTRACTOR BUSINESS ADDRESS:	CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		



STATE OF CALIFORNIA-DEPARTMENT OF GENERAL SERVICES <b>STANDARD AGREEMENT</b> STD 213 (Rev. 04/2020)	AGREEMENT NUMBER DRR23059	PURCHASING AUTHORITY NUMBER (If Applicable)		
<b>STATE OF CALIFORNIA</b>				
CONTRACTING AGENCY NAME Department of Resources Recycling and Recovery				
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP	
PRINTED NAME OF PERSON SIGNING 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 consulting services as described herein.
2. The Project Coordinators during the term of this Agreement will be:

CalRecycle Contract Manager

Contractor

Name: Monica Torres  
Phone: (916) 341-6696  
Email: [monica.torres@calrecycle.ca.gov](mailto:monica.torres@calrecycle.ca.gov)

Name:  
Phone: (     )     -  
Email:           @

Direct all Agreement inquiries to:

CalRecycle Contract Analyst

Contractor

Contracts Unit  
Attention: Nadine Mills  
Address: 1001 I St., MS 19-A  
          Sacramento, CA 95814  
Phone: (916) 341-6399  
Email: [nadine.mills@calrecycle.ca.gov](mailto:nadine.mills@calrecycle.ca.gov)

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

3. Background

The Department of Resources Recycling and Recovery (CalRecycle) administers the California Beverage Container Recycling Program (BCRP) which was created through the California Beverage Container Recycling and Litter Reduction Act (Public Resources Code (PRC) Section 14500 et seq.) as a California Redemption Value (CRV) deposit and return system to reduce the beverage container component of litter and create convenient beverage container recycling opportunities in the state. CalRecycle is tasked with ensuring consumers throughout the state have convenient recycling options to return their CRV beverage containers and claim their deposit.

Assembly Bill (AB) 2530 (Chapter 861, Statutes of 2016) added PRC Section 14549.3 which requires beverage manufacturers to report, on an annual basis, the amount of virgin and postconsumer recycled plastic used in the beverage containers they sold in the previous year beginning in 2018. AB 793 (Chapter 115, Statutes of 2020) amended PRC Section 14549.3 and added PRC Sections 14547 and 18017 establishing minimum postconsumer recycled plastic content standards for plastic beverage containers subject to CRV. The goal of AB 793 is to help develop domestic markets for recycled plastic, reduce the amount of virgin plastic used, and provide a closed-loop solution for plastic beverage containers. To achieve this, AB 793 requires the total number of plastic beverage containers filled with a beverage sold by a beverage manufacturer, as defined by PRC Section 14506, to contain, on average, a minimum of 15 percent postconsumer recycled plastic beginning in 2022, increasing to 25 percent in 2025, and settling at 50 percent in 2030. Beverage manufacturers who fail to meet the

minimum postconsumer recycled standard may face administrative penalties based on the weight of postconsumer recycled plastic needed to reach the minimum standard.

Per PRC Section 14547(a)(6)(A), beginning January 1, 2025, the Director of CalRecycle may, on an annual basis, review and determine to adjust downwards the minimum postconsumer recycled plastic content standard required from the established 25 percent and 50 percent requirements, respectively. The review may be initiated by CalRecycle or at the petition of the beverage manufacturing industry not more than once annually. PRC Section 14547(a)(6)(C) authorizes CalRecycle to enter into a contract for the services required to implement the requirements of PRC Section 14547 and any related regulations developed by CalRecycle. The goal of this contract is to obtain data and information to substantiate the achievability of the minimum postconsumer recycled standards by beverage manufacturers and inform CalRecycle's decisions in the adjustment of the minimum postconsumer recycled plastic content standard requirement through a study that is conducted each year (annual) of the eighteen-month contract.

#### 4. Work To Be Performed

##### A. The Contractor agrees to:

- 1) Develop a Work Plan detailing the processes of data collection and research methodology and schedule of deliverables.
- 2) Collect, compile, analyze, and report data and information to substantiate the achievability of the postconsumer recycled plastic content standards by beverage manufacturers.
- 3) Conduct research pursuant to PRC Section 14547(a)(6)(A)(i-v) on market factors to inform CalRecycle's decisions in the adjustment of the minimum postconsumer recycled plastic content standard requirements.
- 4) Conduct research to determine the impact(s) of certain factors that may influence the use of postconsumer recycled plastic content standards by beverage manufacturers.
- 5) Conduct research and data collection to determine postconsumer recycled plastic content standards material market availability.
- 6) Conduct research to illustrate how the effects of the minimum postconsumer recycled plastic content standards requirements may affect the recycling cycle.
- 7) Illustrate how the minimum postconsumer recycled plastic content standards requirement factors may impact CalRecycle's cost.
- 8) Develop and adhere to a control process to ensure accuracy and confidentiality of all privileged, confidential, commercial, or financial information, business trade secrets and proprietary data specific to individual companies, as well as provide an estimated confidence level associated with the collected data.
- 9) Develop, submit, and present an annual report that details the results of the annual study, policy recommendations, and alternatives.

5. Tasks

A. Task 1 - Develop Work Plan

- 1) The Contractor shall develop a Work Plan detailing all tasks and deliverables (including reports; surveys; presentations and/or dissemination of information to stakeholders) for each year of the study.
- 2) The Work Plan shall include a timeline for all tasks and deliverables. CalRecycle will not pay Contractor's Administration time for compilation of billing/invoicing or delivery of invoices.
- 3) The Work Plan shall include information regarding data collection methodology, including methods to ensure data quality.
- 4) The Work Plan shall identify any entities the Contractor will coordinate with and how (i.e., site visits, interviews, surveys, etc.) to accomplish the identified tasks, including but not limited to beverage industry stakeholders such as beverage manufacturers and beverage container manufacturers, processors, manufacturers of postconsumer recycled plastic content standards, plastic material reclaimers, plastic associations, and other industry experts.
- 5) The Work Plan shall identify the contents that will be included in the annual reports documenting the results of each study conducted.
- 6) Within fourteen (14) days of contract execution, the Contractor shall meet with the Contract Manager to review the Work Plan and fine-tune, as needed, any task and deliverables (including reports; surveys; presentations and/or dissemination of information to stakeholders).
- 7) No other contract work shall be conducted until the Work Plan is approved in writing by the Contract Manager.
- 8) The Contractor shall submit any such refinements in writing, if necessary, to the Contract Manager for approval before conducting such refinements.

B. Task 2 - Collect, compile, and analyze data and information regarding the availability of postconsumer recycled plastic content standards needed to achieve the minimum postconsumer recycled content standards by beverage manufacturers.

- 1) The Contractor shall, each year of the study, collect, compile, and analyze data and information indicating and documenting any correlated factors impacting a beverage manufacturer to meet the postconsumer recycled plastic content standards minimum content standards, including but not limited to:
  - a) Changes in processing technology and their effects on the availability of postconsumer recycled plastic content standards material; and
  - b) Ability of a manufacturer to substitute a resin type that has more availability than the one (1) currently being used.
- 2) The Contractor shall, each year of the study, collect, compile, and analyze data and information about the supply of available postconsumer recycled plastic content standards including but not limited to:
  - a) Suppliers of postconsumer recycled plastic content standards material;

- b) Origin of the plastic and/or feedstock;
  - c) Where the material is being provided;
  - d) Amount of material that is lost as products are recycled; and
  - e) Availability of material from suppliers.
- C. Task 3 - Conduct research to document conditions influencing the postconsumer recycled plastic content standards market.
- D. The Contractor shall, each year of the study
- 1) Conduct research to identify and determine the influence of the following conditions as outlined in PRC Section 14547(a)(6)(A)(i-v) in meeting the current minimum postconsumer recycled plastic content standards :
    - a) Changes in market conditions including supply and demand for postconsumer recycled plastics content standards, collection rates, and bale availability both domestically and globally;
    - b) Recycling rates;
    - c) Availability of recycled plastic suitable to meet the minimum recycled content requirements pursuant to paragraphs two (2) and three (3) of PRC Section 14547(a), including the availability of high-quality recycled plastic, and food-grade recycled plastic from the State's and other beverage container recycling programs;
    - d) Capacity of recycling or processing infrastructure to process postconsumer recycled plastic content standards; and
    - e) Progress made by beverage manufacturers in achieving the goals of PRC Section 14547(a).
  - 2) Conduct research to identify and determine factors influencing market conditions of postconsumer recycled plastic content standards, including but not limited to:
    - a) Bioplastic material that may influence the use of postconsumer recycled plastic content standards by beverage manufacturers;
    - b) Correlation between plastic recycling rates and availability of postconsumer recycled plastic content standards material;
    - c) Other factors preventing beverage manufacturers from meeting the postconsumer recycled plastic content standards minimum content requirements established by PRC Section 14547(a); and
    - d) Natural disasters that may impact a beverage manufacturer's ability to meet the postconsumer recycled plastic content standards minimum content requirements established by PRC Section 14547(a).
- E. Task 4 - Identify potential and/or actual barriers to meeting the minimum postconsumer recycled plastic content standards as outlined in PRC Section 14547.

- 1) The Contractor shall, each year of the study, identify potential and/or actual barriers to meeting the minimum postconsumer recycled plastic content standards by answering the following questions:
  - a) What anomalous market conditions could cause a disruption to the supply chain impacting the availability of postconsumer recycled plastic content standards resin? Were these market conditions observed during the study period? If so, what is the expected longevity and impact?
  - b) How does the volume of recycled plastic beverage containers affect markets of recycled materials or the availability of postconsumer recycled plastic content standards material? What recycling rate is needed to ensure the postconsumer recycled plastic content standards goals established by PRC Section 14547(a) are achievable?
  - c) Are changes occurring or expected to occur which will impact the recycling or processing infrastructure that affect the availability of high-quality recycled plastic, and food-grade recycled plastic, including downtime and/or capacity?
  - d) What steps have beverage manufacturers taken to ensure that they meet the current postconsumer recycled plastic content standards minimum content requirements, and what additional steps, if any, are they taking to ensure that they meet the increased future requirements?
  - e) What, if any, hurdles exist from continued or future adoption of additional postconsumer recycled plastic content standards usage in beverage containers?
  - f) Is there any interplay between new materials, beverage manufacturer investments, and other factors which impact the ability of rising postconsumer recycled plastic usage?
  - g) Are there technologies (including emerging technologies or advancements) that impact or will impact postconsumer recycled plastic content standards production? If so, what are the technologies and their impacts to the production of postconsumer recycled plastic content standards?
  - h) Any additional questions presented by the Contract Manager that are prompted by the findings of the study.
- F. Task 5 - Identify the effects of the minimum postconsumer recycled plastic content standards requirements on various aspects of recycling.
  - 1) The Contractor shall research and document how the effects of the minimum postconsumer recycled plastic content standards requirements impact any or all of the following areas of recycling: profitability, convenience, cost, scrap values, and increased returns.
  - 2) The Contractor shall illustrate how the minimum postconsumer recycled plastic content standards requirement factors may impact CalRecycle's oversight costs.
- G. Task 6 – Reporting
  - 1) The Contractor shall communicate with the Contract Manager on an ongoing basis and provide written reports, on a monthly basis at a minimum, to the Contract Manager covering activities that are in progress, completed, and upcoming; any issues that have arisen; a budget status; a status of meeting the timelines established in the Work Plan, etc.

- 2) If significant issues arise, such as schedule delays, ineffective data collection or research methodologies, or changes to the workplan, the Contractor shall report them to the Contract Manager immediately.
- 3) The Contractor shall submit to CalRecycle by December 31st of each year of the contract, a report on the work performed for the annual study conducted including an evaluation of its effectiveness (with qualitative and quantitative results). The annual report shall; include, at a minimum, the following:
  - a) An Executive Summary;
  - b) A detailed description of the Work Plan, including methodologies used to collect the data and information;
  - c) A detailed discussion of the findings of the work completed pursuant to Tasks 2 through Task 5 that address the availability of postconsumer recycled plastic content standards material in the market and the ability of beverage manufacturers to meet the minimum postconsumer recycled plastic content standards requirement as outlined in PRC Section 14547(a); and
  - d) Conclusions, recommendations, and alternatives to inform CalRecycle of how to:
    - i) Determine the postconsumer recycled plastic content standard at a percentage that is not greater than the percentage currently in effect based on the supply of postconsumer recycled food-grade plastic from both in-state and other sources.
    - ii) Assess the ability of beverage manufacturers to increase the usage of postconsumer recycled plastic content standards in beverage containers in California, to the extent possible, given constraints identified by the study.
    - iii) Increase the value of postconsumer recycled plastic content standards material in the program with the potential leveraging of the capabilities of the infrastructure to process both standard postconsumer recycled plastic content standards and bioplastic materials through either standard or advanced recycling processing, to achieve the goals of AB 793.
    - iv) Address policy and operational procedural needs or modifications.
- 4) The Contractor shall submit a draft final report to the Contract Manager by November 30<sup>th</sup>, of each year of the contract. The draft will be reviewed by CalRecycle staff who will provide comments or questions that the Contractor shall address or incorporate into the subsequent draft of the report. Any requested changes must be completed by the Contractor and resubmitted to the Contract Manager for final approval. Only when all revisions are made and approved by the Contract Manager will the report be deemed final.
- 5) The Contractor will not receive final payment until the final annual report has been approved by the CalRecycle Contract Manager.

## 6. Contract Task Timeline

The contract is estimated to begin May 2024 and end December 31, 2025.

Task Number	Task Description	Start Date	End Date
Task 1	Develop Work Plan	Date of Contract execution (May 2024)	Within 14 days of contract execution
Task 2	Collect, compile, and analyze data and information regarding the availability of postconsumer recycled plastic content standards needed to achieve the postconsumer recycled minimum content standards by beverage manufacturers	Year 1 - June 2024 and on-going until draft Annual Study Report is submitted with progress of work being detailed in Monthly Progress Report (Task 6)  Year 2 – January 2025	Year 1 - November 2024  Year 2 – November 2025
Task 3	Conduct research to document conditions influencing the postconsumer recycled plastic content standards market	Year 1 - June 2024 and on-going until draft Annual Study Report is submitted with progress of work being detailed in Monthly Progress Report (Task 6)  Year 2 – January 2025	Year 1 - November 2024  Year 2 – November 2025
Task 4	Identify barriers to the achievability of meeting the postconsumer recycled content standards as outlined in PRC Section 14547	Year 1 - June 2024 and on-going until draft Annual Study Report is submitted with progress of work being detailed in Monthly Progress Report (Task 6)  Year 2 – January 2025	Year 1 - November 2024  Year 2 – November 2025
Task 5	Identify the effects of the minimum postconsumer recycled plastic content standards requirements on various aspects of recycling	Year 1 - June 2024 and on-going until draft Annual Study Report is submitted with progress of work being detailed in Monthly Progress Report (Task 6)	Year 1 – November 2024



		Year 2 – January 2025	Year 2 – November 2025
Task 6	Reporting	Beginning June 2024	December 2025
	Monthly Progress Reports	Year 1- November 2024	Year 1 - November 2024
	Draft Annual Study Report	Year 2– November 2025	Year 2 – November 2025
	Final Annual Study Report	Year 1– December 2024	Year 1 – December 2024
		Year 2– December 2025	Year 2 – December 2025

#### 7. Location of Services

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

#### 8. Control of Work

- A. The Contract Manager has the authority to determine the quality and acceptability of the following:
- Work to be performed
  - Rate and progress of the work
  - Fulfillment of the services provided by the Contractor
  - Compensation for services provided by the Contractor
- B. These decisions will be deemed final and enforceable by the Contract Manager when the Contractor fails to complete orders required by this Contract.
- C. The Contractor shall immediately bring any unanticipated issues to the attention of the Contract Manager. The Contract Manager will confer with appropriate CalRecycle staff, if necessary, and the Contractor to resolve the issue.
- D. The Contractor will designate a Project Manager who holds the following authority:
- Act as the Contractor’s Representative for work to be provided under this Contract
  - Act as the Contractor’s Representative regarding contractual matters relating to this Contract
- E. If during the Contract, it is necessary to replace the Project Manager, Contract Manager approval is required.

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

1. **INVOICING AND PAYMENT:**

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

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

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

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

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

2. **BUDGET CONTINGENCY CLAUSE:**

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

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

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

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

5. **COST BREAKDOWN:** See Exhibit B1

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

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

8. DVBE WITHHOLD: This contract is subject to final payment withholding in accordance with Military & Veterans Code § 999.7 until the Contractor complies with the certification requirements of subdivision (d) of § 999.5. CalRecycle will withhold \$10,000 from the final payment, or the full final payment if less than \$10,000, until the Contractor complies with the certification requirements and submits the Prime Contractors Certification – DVBE Subcontracting Report (STD 817) form to CalRecycle.

**EXHIBIT B.1  
COST SHEET**

**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 with 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 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 § 7920.000, or the Public Contract Code (PCC). CalRecycle agrees not to disclose such information or data furnished by the Contractor and to maintain such information or data as confidential when so designated by Contractor in writing at the time it is furnished to CalRecycle, only to the extent that such information or data is exempt from disclosure under the California Public Records Act and the PCC.
7. **CONFLICT-FUTURE BIDDING LIMITATION**: Pursuant to PCC § 10365.5:
  - (a) No person, firm, or subsidiary thereof who has been awarded a consulting services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.
  - (b) Subdivision (a) does not apply to any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services contract that amounts to no more than ten (10) percent of the total monetary value of the consulting services contract.
  - (c) Subdivisions (a) and (b) do not apply to consulting services contracts subject to Chapter 10 (commencing with Section 4525) of Division 5 of Title 1 of the Government Code.
8. **CONSULTING SERVICES**: If this Agreement is for consulting services, the Contractor is hereby advised of its duties, obligations, and rights under PCC §§ 10335 through 10381.
9. **DELIVERABLES**: All documents and/or reports drafted for publication by or for CalRecycle in accordance with this contract shall adhere to CalRecycle's Contractor Publications Guide at [www.calrecycle.ca.gov/Contracts/PubGuide/](http://www.calrecycle.ca.gov/Contracts/PubGuide/) and shall be reviewed by CalRecycle's Contract Manager in consultation with a CalRecycle editor.  
 For contracts of \$5,000 or more, any document or written report prepared for or under the direction of CalRecycle, shall include a notation on the inside cover as follows:  
 "Prepared as part of CalRecycle contract number [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 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; B.1 Cost Proposal Sheet; 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 for additional compensation.
23. PUBLICITY AND ACKNOWLEDGEMENT: The Contractor shall acknowledge CalRecycle's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material.
24. RECYCLED-CONTENT PRODUCT PURCHASING: In the performance of this Agreement, the Contractor shall purchase used and/or recycled-content products as set forth on the back of the Recycled-Content Certification Form (Exhibit D, Attachment 1). For assistance in locating recycled-content products, please search the recycled-content product database available at: [www.calrecycle.ca.gov/rcpm](http://www.calrecycle.ca.gov/rcpm). If after searching the database, contractors are unable to find the recycled-content products they are looking for, please notify CalRecycle's Contract Manager. All recycled content products purchased or charged/billed to CalRecycle that are printed upon such as promotional items, publications, written materials, and other educational brochures shall have both the total recycled content (TRC) and the post-consumer (PC) content clearly printed on them.

In addition, any written documents such as publications, letters, brochures, and/or reports shall be printed double-sided on 100% post-consumer (PC) paper. Specific pages containing full-color photographs or other ink-intensive graphics may be printed on photographic paper. The paper should identify the post-consumer recycled content of the paper (i.e., "printed on 100% post-consumer paper"). When applicable, the Contractor shall provide the Contract Manager with an electronic copy of the document and/or report for CalRecycle's uses. When appropriate, only an electronic copy of the document and/or report shall be submitted, and no hard copy shall be provided.

25. REMEDIES: The Contractor shall perform all work pursuant to the Agreement in a safe, satisfactory, professional, efficient, and expeditious manner to the satisfaction of CalRecycle. Unless otherwise expressly provided herein, the rights and remedies

hereunder are in addition to, and not in limitation of, other rights and remedies under the Agreement, at law or in equity, and exercise of one right or remedy will not be deemed a waiver of any other right or remedy. In the event of the Contractor's default under this Agreement, CalRecycle shall be entitled to all remedies available at law including, but not limited to, termination of this Agreement, withholding of any amount billed, and/or recovery of funds disbursed.

26. **SETTLEMENT OF DISPUTES**: In the event of a dispute, the Contractor shall file a "Notice of Dispute" with CalRecycle's Director or his/her designee with ten (10) days of discovery of the problem. Within ten (10) days, CalRecycle 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 CalRecycle 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

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

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

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

This form must be completed by the 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 to provide that information. Add additional rows as needed.

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

Product Manufacturer	Product Description / Brand	Purchase Amount (\$)	<sup>1</sup> Percent Postconsumer Material	<sup>2</sup> SABRC Product Category Code	Meets SABRC

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

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

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

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

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

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

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

For additional information visit [www.calrecycle.ca.gov/BuyRecycled/](http://www.calrecycle.ca.gov/BuyRecycled/).

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

## Attachment F - Proposal Completion Checklist

Please use this checklist to help prepare your proposal package to ensure 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)*
  - DVBE Declaration DGS PD 843
  - Contractor Certification Clauses
  - Iran Contracting Act Certification
  - Darfur Contracting Act Certification
  - California Civil Rights Laws Certification
  - Cost Proposal Sheet
- 

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

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

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

- Certification of Target Area Contract Preference Act
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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 Attachment E)
  - Payee Data Record (Standard Form 204) viewable at <https://www.calrecycle.ca.gov/Contracts/Forms/default.htm>
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**Please note that if any of the items are missing from the Proposal package, the package will be considered incomplete and will be disqualified from the process.**