



**DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY**

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**Notice to Prospective Proposers**

April 25, 2024

You are invited to review and respond to this Request for Proposal (RFP) Secondary, entitled "SB 54 Source Reduction Baseline" DRR24011. In submitting your Proposal, you must comply with the instructions herein.

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

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

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

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

Felix Valencia  
Contract Administrator

## Table of Contents

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

Disabled Veteran Business Enterprise (DVBE) Participation.....	13
Disabled Veteran Business Enterprise (DVBE) Incentive Application .....	14
SB/DVBE Reporting Requirement .....	15
SB/DVBE Resources .....	16
Target Area Contract Preference Act (TACPA) .....	17
Rules for Award .....	18
<b>Section IV Cost Proposal Submittal .....</b>	<b>19</b>
Evaluation.....	19
Cost Breakdown .....	19
Travel and Per Diem.....	24
<b>Section V Evaluation and Selection.....</b>	<b>27</b>
Introduction.....	27
Selection Process .....	27
Cost Points .....	28
Grounds for Rejection.....	29
Award of Contract.....	29
Notice of Intent to Award .....	30
Rejection of Award.....	30
Protest of Award .....	30
<b>Section VI Definition and Terms.....</b>	<b>31</b>
<b>Section VII Required Forms .....</b>	<b>33</b>
Client References .....	34
Contractor Status Form .....	36
Bidder Declaration .....	37
Disabled Veteran Business Enterprises Declarations (DGS PD 843).....	37
Contractor Certification Clauses (CCC 04/2017) .....	37
Iran Contracting Act (PCC 2202-2208).....	37
Darfur Contracting Act .....	38
California Civil Rights Laws Certification .....	38
GenAi Disclosure & Factsheet (STD 1000 – 01/2024).....	39
<b>Attachments .....</b>	<b>40</b>
Attachment A - Small Business Subcontractor Payment Certification .....	41
Attachment B - Disabled Veteran Business Subcontractor Payment Certification .....	42
Attachment C - Cost Proposal Sheet .....	43
Attachment D - Proposal Scoring Sheet .....	46
Attachment E - Sample Standard Agreement.....	48
Attachment F - Proposal Completion Checklist .....	76

## 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) 341-6779

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 28, 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

CalRecycle is seeking a Contractor to gather data to aid in the implementation of Senate Bill (SB) 54 (Allen, Chapter 75, Statutes of 2022), which established a new extended producer responsibility (EPR) program to manage single-use packaging and plastic single-use food service ware in California.

The data collected as part of this Contract will be used to:

- Inform the statewide Needs Assessment [PRC § 42067]; and
- Estimate, for purposes of establishing the source reduction baseline as required in PRC § 42057(b), the amount of plastic covered material that was sold, offered for sale, or distributed in the state in the 2023 calendar year.

The Contract objectives are to gather data from new and existing data sources, perform a gap analysis to identify areas of incomplete or missing data, and estimate the following: the number and weight (tons) of plastic covered material components sold, offered for sale, or distributed in the state for the 2023 calendar year.

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 \$500,000.00 (Five hundred thousand 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 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 eight (8) months and is expected to begin in June 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	April 25, 2024
Proposer Conference at 10:00 am	May 9, 2024
Written Questions Due by 5:00 pm	May 16, 2024
Submittals Due by 2:00 pm	May 28, 2024
Post Notice of Intent to Award	June 13, 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. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the purchasing body pursuant to the Proposal Package. Such assignment shall be made and become effective when the purchasing body tenders final payment to the Proposer. (See Government Code Section 4552.)

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

treble damages, attributable to overcharges that were paid by the assignor but were not 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, fax, or e-mail to the CalRecycle Contact as listed in Section I, Overview. The questions and answers will be published in an Addendum to the RFP (see below, Addenda).

**Addenda**

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

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

### **Modification of Submittals**

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

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

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

### **Errors in Submittals**

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

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

### **Unreliable List**

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

### **Electronic Waste Recycling**

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

### **Use Tax**

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

### **Subcontractors**

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

The Department of General Services (DGS), Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) oversees the Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) certification programs. If awarded the Contract, the Contractor must use all 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 section 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; Public Contract Code (PCC) § 10115.10, or PCC § 4110 (applies to public works only).

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

### **Payments to the Contractor**

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

### **Equipment and Software Purchases**

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

### **Proposers Conference**

CalRecycle will hold a Proposers Conference via Zoom. The link will go active one (1) hour before the meeting start time to allow attendees time to test their connection. Use the link below to access webinar "SB 54 Source Reduction Baseline DRR24011".

<https://us02web.zoom.us/j/86077382203?pwd=cGUxRkRyZ3djT25Yd0kycHh1eGo3QT09>

The Proposer's Conference will begin promptly at 10:00 a.m., on the date noted in Section I, Process Schedule.

## **Section III Proposal Submittal Requirements**

### **Introduction**

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

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

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

### **Deadline**

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

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

### **Addressing**

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

### **Number of Copies**

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

- One original, non-bound hard copy marked "Original"
- One electronic copy on 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 negotiate and 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**

The Proposal should include a Study Design describing the methods to be employed to accomplish the contract activities described in the Scope of Work in the Sample Standard Agreement in this document.

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

The tasks described in the Scope of Work outline a general approach for meeting the requirements; detailed approaches for the tasks must be proposed that meet or exceed the requirements in meeting the project objectives.

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

The Proposer should consider the following when developing its Proposal:

- 1) The Proposal should include a Study Design describing, with justifications, the methods to be employed to accomplish the project objectives. The description

should include not only what work will be performed, but how it will be performed, in sufficient detail to allow CalRecycle staff to evaluate the methods and address all tasks and items in the SOW.

- 2) The Study Design should explain how, if at all, the Contractor will employ new and innovative approaches or improve upon proven approaches used in similar studies.
- 3) The Study Design should include:
  - a. Methodology and other information on how the Proposer will complete Tasks 3 through 5, including, but not limited to:
    - i. What new data, if any, will be collected, proposed methodology for collecting the data, and evidence-based justification of how the collected data will meet the objectives in the study.
    - ii. What pre-existing data, if any, will be used, proposed methodology for accessing existing data, and evidence-based justification of how the data will meet the objectives in the study.
    - iii. How the data will be analyzed to meet the objectives in the study.
    - iv. Information on the methodology and criteria used to conduct the audit of the foundational data to be included in the source reduction baseline calculation.
    - v. Information on the methodology and criteria used to conduct the gap analysis of the collected foundational data to be included in the source reduction baseline calculation.
    - vi. Information on how the findings of the data audit and gap analysis will be applied to estimate the source reduction baseline.
    - vii. A description of feasibility concerns for any parts of the Study Design, including anticipated challenges and proposed solutions.
    - viii. How the Proposer plans to engage with other entities necessary to meet the objectives of the contract
  - b. Tentative schedule/timeline to complete the proposed activities in the Study Design, including but not limited to:
    - i. When each activity in the Study Design will be executed
    - ii. Schedule for submitting the initial draft report and finalizing the final report.
  - c. CalRecycle anticipates that potential providers of data, including but not limited to producers of covered material or industry organizations, may want to have measures in place to prevent accidental or unauthorized use or disclosure of Confidential Business Information (CBI). To facilitate the acquisition and protection of confidential and sensitive information, the Study Design should include a plan to address the collection of potential CBI and how the CBI will be maintained in confidence while still achieving the Contract's objectives. The Proposer shall explain, citing specific examples and specific experience, what

measures will be taken to protect CBI. Such measures must include, at a minimum, restrictions on access to CBI such that only those who need to access it for purposes of the study can do so, measures to prevent accidental or unauthorized use or disclosure, legal agreements, and destruction of CBI upon completion of the study.

The plan must specifically address how, considering CalRecycle's obligations under the Public Records Act to make records provided to it publicly available, information will be provided to CalRecycle without revealing CBI. The plan may include, for example:

- i. Password protection and other authentication methods to restrict access to electronically stored information.
- ii. Technologies to prevent copying and transmittal of electronically stored information.
- iii. A timeline for executing non-disclosure agreements, and how doing so will affect the overall timeline of the contract.
- iv. Specific examples of CBI that may be obtained and how it will be submitted to CalRecycle while complying with confidentiality obligations.
- v. Identification of legal counsel to assist with establishing adequate protections for CBI (e.g., through non-disclosure agreements).
- vi. Examples of legal instruments (such as non-disclosure agreements) that will be used to protect CBI.
- vii. How the data will be aggregated or anonymized before being disclosed to CalRecycle in a manner that still allows CalRecycle to validate the analysis and findings.
- viii. How CBI will be destroyed after completion of the study.

### **Organization**

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

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

### **Qualifications and Resources**

The Proposer shall have the experience, qualifications, and resources to perform the required tasks of the project. Because of the complexity of this study, proposers must demonstrate experience in the following: a thorough understanding of SB 54 and its regulations, as well as other Extended Producer Responsibility programs, conducting studies and projects with a broad background in California's market intelligence landscape analysis, ensuring data integrity through appropriate quality assurance and quality control processes and data entry procedures; demonstrated experience with effectively communicating challenges and issues in a timely manner; demonstrated project management. This should include evidence of equivalent work or demonstration

of knowledge showing that the Proposer will be able to achieve the objectives and tasks outlined in this SOW.

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
- Appropriate Licensing

### **References**

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

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

### **Samples of Written Work**

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

1. Knowledge and understanding of California's waste and recycling landscape, including infrastructure, end-use markets, and related legislation, policies, and regulations.
2. Experience collecting, compiling, and analyzing data and information related to California's solid waste and recycling infrastructure and programs, lifecycles and end-use markets for products generated by the recycling infrastructure, and barriers to a circular economy.
3. Experience conducting gap analyses of current waste systems.

### **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. The statement may be included in the cover letter.

### **Qualification/Licenses**

The Proposer 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 Section 14837(d)(4).

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

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

CalRecycle will apply the preference as described below.

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

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

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

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

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

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

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

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

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

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

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

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

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

CalRecycle will apply the incentive as follows:

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

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

1. Calculate five percent (5%) of the highest responsible Proposer's total score.
2. Add the amount calculated above to the score of each of the Proposals eligible for the DVBE incentive according to the participation levels to obtain the new total scores for the eligible Proposals.

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

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

If awarded, the Proposer who has made a commitment to achieve disabled veteran business enterprise (DVBE) participation, must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the contract; (2) the name and address of the DVBE(s) that participated in the performance of the contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the contract have been made to the DVBE(s); and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation (Military & Veterans Code (M&VC) § 999.5(d)). 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 receive approval from both the CalRecycle and DGS in writing prior to the commencement of any work by the proposed subcontractor or supplier. A DVBE subcontractor may only be replaced by another DVBE subcontractor. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

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

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

Refer to the 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

Department of Resources Recycling and Recovery  
RFP (S) Number DRR24011

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/-/media/Divisions/PD/OSDS/Certification/CUF/Focus-TradePaper.pdf?la=en&hash=A310ABD432B537302CFFF6C1812166C3D88DC689> 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 Bidders'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.

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.

This table describes the pay-per-deliverable structure for this contract.

Tasks	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
<p>Task 1- Preparation for Kickoff Meeting and Project Kickoff Meeting with CalRecycle</p> <p>A meeting is considered "complete" only if:</p> <ul style="list-style-type: none"> <li>• An agenda is provided with all of the required details as described in Task 1, and</li> <li>• Meeting notes are submitted as described in Task 1.</li> </ul>	<p>The Contractor's compensation for this deliverable includes all work performed as part of Task 1. The Contractor must indicate the cost for the kickoff meeting and associated deliverables in their proposal (\$/meeting).</p>	<p>10%</p>

<p>A meeting is considered “incomplete” if either of the above two conditions are not met.</p>		
<p><b>Task 2 – Monthly meetings with CalRecycle</b></p> <p>A meeting is considered “complete” only if:</p> <ul style="list-style-type: none"> <li>• An agenda is provided with all the required details as described in Task 2, and</li> <li>• Meeting minutes are submitted as described in Task 2.</li> </ul> <p>A meeting is considered “incomplete” if either of the above two conditions are not met before the next meeting.</p>	<p>For a “complete” meeting, 100 percent of the proposed task costs will be paid.</p> <p>For an “incomplete” meeting and deliverables, the Contractor’s remedial options are as follows:</p> <ul style="list-style-type: none"> <li>• Correct all identified issues and resubmit the deliverables within five (5) calendar days of receiving notice of an issue from CalRecycle. <ul style="list-style-type: none"> <li>○ If approved, the corrected issues are eligible for 90 percent payment and the Contractor shall be instructed to invoice the Contract Manager accordingly.</li> </ul> </li> <li>• If deliverables are not resubmitted, it will be deemed “incomplete” and is not eligible for payment.</li> <li>• Zero (0) percent will be paid for any meetings that are not “complete” as defined.</li> </ul> <p>The Contractor’s compensation for this deliverable, includes all work performed as part of Task 2. The Contractor must indicate the cost for a single meeting and associated deliverables in their proposal (\$/meeting).</p>	<p>10%</p>
<p><b>Task 3 – Acquisition of Foundational Data</b></p> <p>Acquisition of Foundational Data is</p>	<p>For a “complete” delivery of foundational data, 100 percent of the proposed task costs will be paid.</p> <p>For an “incomplete” meeting and deliverables, the Contractor’s remedial options are as follows:</p>	

<p>considered “complete” only if:</p> <ul style="list-style-type: none"> <li>• The foundational data is submitted with all the required details as described in Task 3,</li> <li>• The foundational data is submitted within the allotted time frame and</li> <li>• The Contractor incorporates changes suggested by CalRecycle and meets the outlined time frame.</li> </ul> <p>Acquisition of foundational data is considered “incomplete” if any of the above three conditions are not met.</p>	<ul style="list-style-type: none"> <li>• Correct all identified issues and resubmit the deliverables within five (5) calendar days of receiving notice of an issue from CalRecycle. <ul style="list-style-type: none"> <li>○ If approved, the corrected issues are eligible for 90 percent payment and the Contractor shall be instructed to invoice the Contract Manager accordingly.</li> </ul> </li> <li>• If deliverables are not resubmitted, it will be deemed “incomplete” and is not eligible for payment.</li> <li>• Zero (0) percent will be paid for any meetings that are not “complete” as defined.</li> </ul>	
<p>Task 4 – Data Audit and Gap Analysis</p> <p>Data Audit and Gap Analysis is considered “complete” only if:</p>	<p>For a “complete” Data Audit and Gap Analysis, 100 percent of the proposed task costs will be paid.</p> <p>For an “incomplete” meeting and deliverables, the Contractor’s remedial options are as follows:</p>	



<ul style="list-style-type: none"> <li>• The written report that summarizes the data audit and gap analysis contains all details as described in Task 4</li> <li>• The report is submitted within the allotted time frame and</li> <li>• The Contractor incorporates changes suggested by CalRecycle and meets the outlined time frame.</li> </ul> <p>Data Audit and Gap Analysis is considered “incomplete” if any of the above conditions are not met.</p>	<ul style="list-style-type: none"> <li>• Correct all identified issues and resubmit the deliverables within five (5) calendar days of receiving notice of an issue from CalRecycle. <ul style="list-style-type: none"> <li>○ If approved, the corrected issues are eligible for 90 percent payment and the Contractor shall be instructed to invoice the Contract Manager accordingly.</li> </ul> </li> <li>• If deliverables are not resubmitted, it will be deemed “incomplete” and is not eligible for payment.</li> <li>• Zero (0) percent will be paid for any meetings that are not “complete” as defined.</li> </ul>	
<p>Task 5 – Extrapolating Foundational Data to Estimate the Source Reduction Baseline &amp; Final Report</p> <p>Extrapolating Foundational Data to Estimate the</p>	<p>For a “complete” Extrapolating Foundational Data to Estimate the Source Reduction Baseline &amp; Final Report, 100 percent of the proposed task costs will be paid.</p> <p>For an “incomplete” meeting and deliverables, the Contractor’s remedial options are as follows:</p> <ul style="list-style-type: none"> <li>• Correct all identified issues and resubmit the deliverables within five</li> </ul>	

<p>Source Reduction Baseline &amp; Final Report is considered “complete” only if:</p> <ul style="list-style-type: none"> <li>• Execution occurs with all the required details and within the time frame as described in Task 5.</li> </ul> <p>Extrapolating Foundational Data to Estimate the Source Reduction Baseline &amp; Final Report is considered “incomplete” if the above condition is not met.</p>	<p>(5) calendar days of receiving notice of an issue from CalRecycle.</p> <ul style="list-style-type: none"> <li>○ If approved, the corrected issues are eligible for 90 percent payment and the Contractor shall be instructed to invoice the Contract Manager accordingly.</li> <li>• If deliverables are not resubmitted, it will be deemed “incomplete” and is not eligible for payment.</li> <li>• Zero (0) percent will be paid for any meetings that are not “complete” as defined.</li> </ul>	
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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>
Methodology/Qualifications	127
Cost Points	54
Maximum Total	181

- 2) CalRecycle will consider a proposal technically deficient and non-responsive if the proposal earns a score that is less than 89 points of the 127 of the Methodology/Qualifications.

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*

The total proposed cost identified in Attachment C will be the basis for the award of 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

GenAI Disclosure

## Client References

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

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

#### **REFERENCE 1**

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Cost of Service

Brief Description of Service Provided

#### **REFERENCE 2**

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Cost of Service

Brief Description of Service Provided

#### **REFERENCE 3**

Name of Firm

---

Street Address	City	State	Zip Code
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Contact Person	Telephone Number
----------------	------------------

---

Dates of Service	Cost of Service
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---

Brief Description of Service Provided

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If three references cannot be provided, explain why:

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Contractor Status Form

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

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

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

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

**STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS**

Individual     Limited Partnership     General Partnership     Corporation     Other

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

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

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

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

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

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

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

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

**SMALL BUSINESS PREFERENCE**

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

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

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

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

### **Bidder Declaration**

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

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

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

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

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

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

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

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.

**GenAI Disclosure & Factsheet (STD 1000 – 01/2024)**

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Bidders/Offerors must notify the State in writing if their solution or service includes, or makes available, any GenAI technology, including GenAI from third parties or subcontractors.

The State has developed a GenAI Disclosure & Factsheet to be completed by the Bidder/Offeror.

Failure to disclose GenAI to the State and submit the GenAI Disclosure & Factsheet will result in disqualification of the Bidder/Offeror and may void any resulting contract. The State reserves its right to seek any and all relief it may be entitled to as a result of such non-disclosure.

Upon receipt of a Bidder/Offeror GenAI Disclosure & Factsheet, the state reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the state.

[STD 1000 Generative Artificial Intelligence \(GenAI\) Disclosure & Factsheet \(ca.gov\)](#)

## **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 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>Department Contact Name, Title and Phone Number</b>			
<b>Prime Contractor Name</b>			
<b>FEIN Number:</b>			
<b>Prime Contractor Contact Name, Title, Address, Phone Number and Email)</b>			
<b>Date Contract Entered:</b>		<b>Date Contract Completed:</b>	
<b>Total Amount Received Under this Contract</b>	\$	<b>Date Final Payment Received:</b>	

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

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

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

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

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

**Attachment C - Cost Proposal Sheet  
SB 54 Source Reduction, DRR24011**

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 – Initial Meeting(s) with CalRecycle (Not to Exceed 10% of total Budget)										<b>\$0.00</b>
2											
2											

2											
2											
	Task 2 – Monthly and Ad Hoc Meetings with CalRecycle (Not to Exceed 10% of total Budget)										<b>\$0.00</b>
3											
3											
3											
3											
	Task 3 – Acquisition of Foundational Data										<b>\$0.00</b>
4											
4											
4											
4											
	Task 4 – Data Audit and Gap Analysis										<b>\$0.00</b>
5											
5											
5											
5											
	Task 5 – Extrapolating Foundational Data to Estimate the Source Reduction Baseline & Final Report										<b>\$0.00</b>

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

**Acknowledgement/Authorization**

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

The undersigned acknowledges that the Proposer has read all 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  
SB 54 Source Reduction, DRR24011**

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

**Proposer must score a minimum of 86 points in the Methodology and Qualifications section in order to qualify for further consideration.**

<b>Methodology and Qualifications</b>	<b>Score</b>	<b>Weight</b>	<b>Total Score</b>
<b>A. Experience (45 pts. max.)</b>			
1) Project Manager demonstrates experience in and knowledge of crafting and implementing study designs, leading large-scale projects and adaptability to unforeseen circumstances. (3 pts)		3	
2) Key members of the project team demonstrate professional experience conducting studies and projects with broad background in California's market intelligence landscape analysis. All members of the team demonstrate a thorough understanding of SB 54 and other Extended Producer Responsibility programs. (3 pts)		2	
3) The Contractor demonstrates experience working with confidential business information and preventing its unauthorized use or disclosure. (3 pts)		3	
4) The Contractor has identified databases/sources that can inform the Study and shown how they will be able to access them. (3 pts)		3	
5) Experience in dealing with missing or incomplete information, including from sources that are difficult/resistant to providing requested documentation. Specific examples provided. (3 pts)		2	
6) The Contractor has demonstrated competence to conduct unbiased and independent analyses. (2 pts)		3	
<b>B. Overall Approach and Organization (18 pts. max.)</b>			
1) Proposal demonstrates a strong overall approach and robust understanding of problems, issues and required tasks with clarity. (3 pts)		3	
2) PROPOSAL REQUIREMENTS: The Proposal contains all requirements listed in Section III of the SOW. Each requirement is detailed and shows how the Proposal will meet the objectives of the Contract. (3 pts)		3	
<b>C. Methodology (46 pts. max.)</b>			
1) STUDY DESIGN FOR ACQUISITION OF FOUNDATIONAL DATA: The Study Design includes a robust description of how foundational data will be acquired to estimate a source reduction baseline. (3 pts)		3	
2) STUDY DESIGN, DATA AUDIT AND GAP ANALYSIS: The Study Design describes methodology of how the data audit will be conducted and how the gap analysis will determine what data is usable for the baseline calculation. (3 pts)		3	

3) ESTIMATION OF SOURCE REDUCTION BASELINE: The Study Design includes information on how the findings of the data audit and gap analysis will be applied to estimate the source reduction baseline. (3 pts)		3	
4) SCHEDULE/TIMELINE: The Study Design includes a schedule/timeline of when proposed activities will be completed. (2 pts)		2	
5) CONFIDENTIAL BUSINESS INFORMATION PLAN (CBI): A detailed CBI plan is robust and appropriate for the data that will be collected. The plan includes specific examples and experience that show what measures will be taken to protect acquired confidential information. (3 pts)		2	
6) FINAL REPORT: The Proposal includes a plan to meet the Final Report submission deadline with flexibility to allow for CalRecycle feedback, as outlined in Task 5. (3 pts)		3	
<b>D. Past Work Experience (18 pts. max.)</b>			
1) The references the Contractor provided confirms relevant work experience. (3 pts)		3	
2) The success (including level of completion) of past projects with work that is relevant to the Contract objectives. This may include examples of navigating challenging circumstances. (3 pts)		3	
<b>Subtotal Points (Max 127 Points) (Minimum 89 points to qualify)</b>			
<b>Cost Points (Max 54 Points) (30% of total)</b>			
<b>Total Points (181 points possible)</b>			

**Attachment E - Sample Standard Agreement**

STATE OF CALIFORNIA-DEPARTMENT OF GENERAL SERVICES <b>STANDARD AGREEMENT</b> STD 213 (Rev. 04/2020)	AGREEMENT NUMBER DRR24011	PURCHASING AUTHORITY NUMBER (If Applicable)	
1. This Agreement is entered into between the Contracting Agency and the Contractor named below:			
CONTRACTING AGENCY NAME: Department of Resources Recycling and Recovery			
CONTRACTOR NAME: TBD			
2. The term of this Agreement is:			
START DATE: June 1, 2024 or Upon Approval, whichever is later			
THROUGH DATE: January 31, 2025			
3. The maximum amount of this Agreement is: \$500,000 (Five hundred thousand dollars and zero cents)			
4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made part of this Agreement:			
Exhibits	Title	Pages	
Exhibit A	Scope of Work		
Exhibit B	Budget Detail and Payment Provisions		
Exhibit B.1	Cost Sheet	TBD	
Exhibit C*	General Terms and Conditions	Online	
Exhibit D	Special Terms and Conditions		
	Attachment 1, Recycled Content Certification		
Exhibit E**	Request for Proposals, Secondary (RFP), DRR24011		
Exhibit F**	Proposal from TBD, in response to RFP, DRR24011 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 DRR24011	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

Name: Audrey Vorametsanti  
Phone: (916) 323-0034  
Email: [audrey.vorametsanti@calrecycle.ca.gov](mailto:audrey.vorametsanti@calrecycle.ca.gov)

Contractor

Name:  
Phone: (     )     -  
Email:           @

Direct all Agreement inquiries to:

CalRecycle Contract Analyst

Contracts Unit  
Attention: Felix Valencia  
Address: 1001 I St., MS 19-A  
          Sacramento, CA 95814  
Phone: (916) 341-6779  
Email: [felix.valencia@calrecycle.ca.gov](mailto:felix.valencia@calrecycle.ca.gov)

Contractor

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

3. Background

The purpose of the Contract is to gather data to aid in the implementation of Senate Bill (SB) 54 (Allen, Chapter 75, Statutes of 2022), which established a new extended producer responsibility (EPR) program to manage single-use packaging and plastic single-use food service ware in California.

4. Work to be Performed

- A. The Contractor shall complete all tasks identified in the Contract according to the deliverable due dates identified in the Pay-per-Deliverable Structure (Appendix, Table 1).
- B. If the Contractor identifies a circumstance that will negatively impact the execution of the Contract, the Contractor shall notify the Contract Manager by email within two (2) calendar days. The Contractor shall also provide potential refinements to the Study Design to overcome the obstacle and identify impacts on the Contract.
  - i. Within seven (7) calendar days of the Contractor notification, the Contract Manager will approve the best path forward.
  - ii. Within seven (7) calendar days of Contract Manager approval, the Contractor shall provide an updated Study Design that reflects the approved path forward.

5. General Requirements

- A. The Contractor shall fulfill all General Requirements and complete all tasks identified within the required timeframe to satisfy the terms of the Contract.

B. This Contract is a Pay-Per-Deliverable contract.

- i. The Contractor shall adhere to the “Pay-per-Deliverable” structure detailed in Appendix Table 1.
- ii. The Contractor shall ensure that the cost of each Task identified in the Pay-per-Deliverable Structure (Appendix, Table 1) table does not exceed the percent (%) indicated in the “Cost Proposed is Not to Exceed the listed percent of Entire Project Cost” column.
- iii. The Contractor shall provide a cost for each Task indicated in the Pay-per-Deliverable Structure (Appendix, Table 1).
- iv. Individual deliverables that do not meet the contractual requirements specified in the Contract will not be paid at full cost.

C. The Contractor shall maintain open and consistent communication with the Contract Manager and other CalRecycle staff throughout the contract period. The Contract Manager will establish a regular meeting schedule, as specified in Tasks 1 & 2, with the Contractor.

D. The Contractor shall ensure timely submission of reports and deliverables consistent with the workplan schedule.

E. CalRecycle anticipates that potential sources of data, including but not limited to producers of covered material or industry organization, may want to have measures in place to prevent accidental or unauthorized use or disclosure of Confidential Business Information (CBI). The Contractor shall implement the measures outlined in their Study Design on the collection of potential CBI. The Contractor may enter into an agreement with providers of data to facilitate the acquisition and protection of confidential and sensitive information. The Contractor shall not enter into an agreement unless necessary.

- i. Data considered confidential, proprietary, or otherwise not appropriate for public disclosure shall not be disclosed to CalRecycle, nor shall CalRecycle have access to such data.
- ii. Aggregated or anonymized data sufficient for CalRecycle to validate the analysis and findings.

F. The Contractor shall be encouraged to stay apprised of the implementation of SB 54 process, including the rulemaking process and any other information published or made available by CalRecycle.

G. Except as authorized by CalRecycle, the Contractor shall not conduct any of its activities under the Contract at the direction of the Producer Responsibility Organization (PRO) or any other entity.

H. The Contractor shall not request a meeting with the PRO or request information or data from the PRO unless CalRecycle has granted written permission for it to do so.

I. The Contractor shall comply with all local, state, and federal health and safety codes, regulations, and laws.

6. Task Identified

Task 1 – Initial Meeting(s) with CalRecycle

A. Within seven (7) calendar days of the Contract’s execution, the Contractor shall meet with CalRecycle’s Contract Manager and support staff for an initial meeting to review the Contract and discuss logistical details. The objective of the initial meeting is to ensure that the Contractor and

CalRecycle have all the necessary information for the study to be carried out as described in the Study Design.

- 1) The Contractor shall work with the Contract Manager to determine whether the initial meeting will be held in person at CalRecycle's Sacramento Office, or via the web or teleconference.
  - 2) The initial meeting shall include discussion of any refinements to the Study Design, including initial written feedback provided by the Contract Manager.
    - i. The Contract Manager will provide known available data and data sources to the Contractor at the initial meeting.
    - ii. The Contract Manager will also provide the Contractor with initial written feedback on the Study Design.
  - 3) If subsequent "initial" meetings are necessary, the Contractor shall work with the Contract Manager to determine mutually agreeable dates and times.
  - 4) The Contractor shall work with the Contract Manager and establish a schedule for monthly meetings at mutually agreeable dates and times, as specified in Task 2.
- B. Within five (5) calendar days after the initial meeting, the Contractor shall provide written meeting minutes to the Contract Manager via email.
- 1) The meeting minutes shall include, at a minimum:
    - i. A written description of any needed refinements to the Study Design.
  - 2) Within five (5) calendar days of receiving the meeting minutes, the Contract Manager will approve the minutes or provide suggested revisions in writing.
  - 3) Within five (5) calendar days of receiving suggested revisions from the Contract Manager, the Contractor shall accept or reject those revisions in writing to the Contract Manager.
- C. No work shall commence on subsequent tasks prior to the Contract Manager's written approval of the meeting minutes.

#### Task 2 – Monthly and Ad Hoc Meetings with CalRecycle

- A. Upon completion of Task 1, the Contractor shall attend at least one (1) teleconference meeting each month, hosted by the Contract Manager, to provide updates, discuss logistics, data, and any other relevant topics.
- 1) At least seven (7) calendar days before the monthly meeting, the Contractor shall submit to the Contract Manager a meeting agenda that includes a list of the Contractor's meeting attendees and topics to be discussed.
    - i. Within four (4) calendar days of receipt of the agenda, the Contract Manager will review the agenda, respond to the Contractor with any changes, and provide a list of CalRecycle attendees.
  - 2) Within seven (7) calendar days of the occurrence of each monthly meeting, the Contractor shall provide written meeting minutes to the Contract Manager.
    - i. Within seven (7) calendar days of receipt of the meeting minutes, the Contract Manager will review the meeting minutes and submit any changes to the Contractor.

- ii. Within seven (7) calendar days of receipt, the Contractor shall make the identified changes and resubmit the meeting minutes to the Contract Manager.
- 3) Monthly meetings may only be canceled or rescheduled upon mutual agreement between the Contract Manager and the Contractor. The Contractor shall submit requests to cancel or reschedule monthly meetings to the Contract Manager via email.
- B. If additional meetings are needed, the Contractor shall work with the Contract Manager to schedule ad hoc meetings at mutually agreed upon times.

### Task 3 – Acquisition of Foundational Data

- A. The Contractor shall collect foundational data that can be used to estimate a source reduction baseline that is representative of covered material in California for the 2023 calendar year and representative of the producers of that covered material.
  - 1) The source reduction baseline will be comprised of the following for calendar year 2023:
    - i. Total number of plastic components of covered materials
    - ii. Total weight (tons) of the plastic components of covered materials (excluding weight of nonplastic components)
    - iii. More information on the boundaries of data collection can be found in Appendix X1. The Contract Manager may provide an updated Appendix X1 at the Initial Meeting
  - 2) Foundational data may include any of the following:
    - i. Regional, national, or international datasets with information on covered material manufactured or sold.
    - ii. Information disclosed by producers or the PRO;
    - iii. Data from other sources proposed for use, if approved by CalRecycle.
- B. Given that the foundational data is unlikely to be representative of producers in California, the Contractor must collect additional information and data to extrapolate the foundational data to estimate a baseline representative of California for calendar year 2023 (see Task 5).
  - 1) Additional data collected to use in the extrapolation may include the following and any other Contractor recommendations:
    - i. Information on the number and types of producers (see Appendix X1 for more information)
      - 1. Brand owners
      - 2. Manufacturers
      - 3. Sellers and Distributors
      - 4. Food Service Establishments as referred to in PRC § 42041(e)(1)(B)(ii)
    - ii. Further breakdown of producers by market sector, North American Industry Classification System (NAICS) code, or other industry groupings
    - iii. Information on market share, by producer
    - iv. Information on types of packaging and food service ware sold
    - v. An estimation of the proportion of producers of covered material that produced covered material with a plastic component
    - vi. An estimation of the proportion of producers that were considered small producers, as defined in the small producer exemption



- C. CalRecycle will endeavor to solicit data that the Contractor can use in meeting the objectives of the contract.
- D. The Contractor shall submit the foundational data thirty (30) calendar days after the approval of Task 1.
  - 1) Within seven (7) calendar days of receipt of the foundational data, the Contract Manager will review the data and submit any changes to the Contractor.
  - 2) Within seven (7) calendar days of receipt, the Contractor shall make the identified changes and resubmit the foundational data to the Contract Manager.

#### Task 4 – Data Audit and Gap Analysis

- A. The Contractor shall conduct an audit of the foundational data to assess the validity of the data obtained in Task 3 for the purpose of estimating a source reduction baseline.
  - 1) At a minimum, the results of the audit should identify which data sources or portions of data sources were deemed valid to include in the assessment, and which were not, including reasons or justifications for the determination of validity, including but not limited to:
    - i. Data or information that is erroneous.
    - ii. Data or information that is outside the scope of the source reduction baseline; and
    - iii. Data or information where accuracy cannot be confirmed.
- B. After completion of the audit, the Contractor shall conduct a gap analysis on the data determined to be valid.
  - 1) At a minimum, the gap analysis should include:
    - i. Identify areas of incomplete or missing data that will need to be addressed in the estimation of the baseline; and
    - ii. Whether certain types of producers or covered material are not accounted for in the foundational data.
- C. Based on the gap analysis, the Contractor shall develop a methodology to extrapolate the data collected in Task 3 to estimate the source reduction baseline.
  - 1) At a minimum, the methodology should include:
    - i. Any equations being used in the extrapolation;
    - ii. Any assumptions made and their sources; and
    - iii. Any known limitations of the proposed approach.
- D. The Contractor shall document and summarize the results of the audit and the gap analysis in a written report. The report shall also include the proposed methodology in Task 4.C., including how the findings of the gap analysis were used to develop the proposed methodology.
- E. Within thirty (30) calendar days of submission of foundational data, the Contractor shall submit the data audit and gap analysis.
  - 1) Within seven (7) calendar days of receipt of the data audit and gap analysis, the Contract Manager will review the data and submit any changes to the Contractor.
  - 2) Within seven (7) calendar days of receipt, the Contractor shall make the identified changes and resubmit the data audit and/or gap analysis to the Contract Manager.

F. No work shall commence on subsequent tasks prior to the Contract Manager's written approval of the report with the findings from the audit and gap analysis and proposed methodology.

Task 5 – Extrapolating Foundational Data to Estimate the Source Reduction Baseline & Final Report

- A. The Contractor shall execute the approved methodology from Task 4 to estimate the source reduction baseline for calendar year 2023:
- 1) Total number of plastic components of covered materials
  - 2) Total weight (tons) of the plastic components of covered materials (excluding weight of nonplastic components)
- B. The Contractor shall submit a Draft Final Report no later than seventy-five (75) calendar days prior to the contract end date.
- 1) Within seven (7) calendar days of receipt of the Draft Final Report, the Contract Manager will review the report and approve the report or provide revisions.
  - 2) Within fourteen (14) calendar days of receipt, the Contractor shall make the appropriate changes.
- C. At a minimum, the Draft Final Report should include:
- 1) An Executive Summary
  - 2) Estimates for source reduction baseline as outlined in Task 5.A.
  - 3) A summary of the methodology used to extrapolate the foundational data to the source reduction baseline.
  - 4) Details on specific methodology executed, including:
    - i. Explanation of any problems encountered and the executed solutions.
    - ii. All assumptions made to execute the methodology and provide the estimates.
  - 5) Data used to estimate the source reduction, including:
    - i. In Excel format, raw data or the most granular data (i.e., anonymized or aggregated) that may be disclosed while complying with confidentiality restrictions and otherwise preventing unwanted public disclosure.
  - 6) A summary of data that cannot be shared due to confidentiality agreements or other legal restrictions, and the number of agreements with confidential entities.
- D. Within fourteen (14) days of the submission of the data audit and gap analysis, the Contractor shall submit the Final Report.
- 1) Within five (5) calendar days of receiving the Final Report, the Contract Manager will approve the Report or provide revisions in writing.
  - 2) Within five (5) calendar days of receiving revisions from the Contract Manager, the Contractor shall submit the revised Final Report to the Contract Manager.
  - 3) The Contractor shall complete all revisions to the Final Report and shall submit the completed final report to CalRecycle no later than five (5) calendar days prior to the end of the contract.
  - 4) CalRecycle will provide written approval of the Final Report for the deliverable of Task 5 to be completed.

E. All documents and or reports drafted for publication by or for CalRecycle in accordance with this contract shall adhere to CalRecycle’s Contractor Publications Guide (<https://www.calrecycle.ca.gov/Contracts/pubguide>) and must be reviewed by a technical editor of the Contractor’s choice to assure that the reports comply with CalRecycle’s Guidelines, after which they shall be submitted to and reviewed by the Contract Manager in consultation with the CalRecycle editor.

7. Contract/Task Time Frame

Task	Task Description	Start Date	End Date
1	Initial meeting(s) with CalRecycle	Date of Contract execution	Within seven (7) calendar days of contract execution date
2	Monthly and Additional Meetings Throughout the Contract	Ongoing	End of Contract
3	Acquisition of Foundational Data	Upon completion of Task 1	Within forty-four (44) calendar days after completion of Task 1
4	Data Audit and Gap Analysis	Upon submission of amended foundational data from Task 3	Within forty-four (44) calendar days after completion of Task 3
5	Final Report	Upon completion of Task 4	Within twenty-four (24) calendar days after completion of Task 4

8. Appendix

Table 1 – Pay-per-Deliverable Structure

Tasks	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
Task 1- Preparation for Kickoff Meeting and Project Kickoff Meeting with CalRecycle	The Contractor’s compensation for this deliverable includes all work performed as part of Task 1. The Contractor must indicate the cost for the kickoff meeting and associated deliverables in their proposal (\$/meeting).	10%

<p>A meeting is considered “complete” only if:</p> <ul style="list-style-type: none"> <li>• An agenda is provided with all of the required details as described in Task 1, and</li> <li>• Meeting notes are submitted as described in Task 1.</li> </ul> <p>A meeting is considered “incomplete” if either of the above two conditions are not met.</p>		
<p>Task 2 – Monthly meetings with CalRecycle</p> <p>A meeting is considered “complete” only if:</p> <ul style="list-style-type: none"> <li>• An agenda is provided with all the required details as described in Task 2, and</li> <li>• Meeting minutes are submitted as described in Task 2.</li> </ul> <p>A meeting is considered “incomplete” if</p>	<p>For a “complete” meeting, 100 percent of the proposed task costs will be paid.</p> <p>For an “incomplete” meeting and deliverables, the Contractor’s remedial options are as follows:</p> <ul style="list-style-type: none"> <li>• Correct all identified issues and resubmit the deliverables within five (5) calendar days of receiving notice of an issue from CalRecycle. <ul style="list-style-type: none"> <li>○ If approved, the corrected issues are eligible for 90 percent payment and the Contractor shall be instructed to invoice the Contract Manager accordingly.</li> </ul> </li> <li>• If deliverables are not resubmitted, it will be deemed “incomplete” and is not eligible for payment.</li> </ul>	<p>10%</p>

<p>either of the above two conditions are not met before the next meeting.</p>	<ul style="list-style-type: none"> <li>• Zero (0) percent will be paid for any meetings that are not “complete” as defined.</li> </ul> <p>The Contractor’s compensation for this deliverable, includes all work performed as part of Task 2. The Contractor must indicate the cost for a single meeting and associated deliverables in their proposal (\$/meeting).</p>	
<p>Task 3 – Acquisition of Foundational Data</p> <p>Acquisition of Foundational Data is considered “complete” only if:</p> <ul style="list-style-type: none"> <li>• The foundational data is submitted with all the required details as described in Task 3,</li> <li>• The foundational data is submitted within the allotted time frame and</li> <li>• The Contractor incorporates changes suggested by CalRecycle and meets the outlined time frame.</li> </ul>	<p>For a “complete” delivery of foundational data, 100 percent of the proposed task costs will be paid.</p> <p>For an “incomplete” meeting and deliverables, the Contractor’s remedial options are as follows:</p> <ul style="list-style-type: none"> <li>• Correct all identified issues and resubmit the deliverables within five (5) calendar days of receiving notice of an issue from CalRecycle. <ul style="list-style-type: none"> <li>○ If approved, the corrected issues are eligible for 90 percent payment and the Contractor shall be instructed to invoice the Contract Manager accordingly.</li> </ul> </li> <li>• If deliverables are not resubmitted, it will be deemed “incomplete” and is not eligible for payment.</li> <li>• Zero (0) percent will be paid for any meetings that are not “complete” as defined.</li> </ul>	

<p>Acquisition of foundational data is considered “incomplete” if any of the above three conditions are not met.</p>		
<p>Task 4 – Data Audit and Gap Analysis</p> <p>Data Audit and Gap Analysis is considered “complete” only if:</p> <ul style="list-style-type: none"> <li>• The written report that summarizes the data audit and gap analysis contains all details as described in Task 4</li> <li>• The report is submitted within the allotted time frame and</li> <li>• The Contractor incorporates changes suggested by CalRecycle and meets the outlined time frame.</li> </ul> <p>Data Audit and Gap Analysis is considered “incomplete” if any</p>	<p>For a “complete” Data Audit and Gap Analysis, 100 percent of the proposed task costs will be paid.</p> <p>For an “incomplete” meeting and deliverables, the Contractor’s remedial options are as follows:</p> <ul style="list-style-type: none"> <li>• Correct all identified issues and resubmit the deliverables within five (5) calendar days of receiving notice of an issue from CalRecycle. <ul style="list-style-type: none"> <li>○ If approved, the corrected issues are eligible for 90 percent payment and the Contractor shall be instructed to invoice the Contract Manager accordingly.</li> </ul> </li> <li>• If deliverables are not resubmitted, it will be deemed “incomplete” and is not eligible for payment.</li> <li>• Zero (0) percent will be paid for any meetings that are not “complete” as defined.</li> </ul>	

<p>of the above conditions are not met.</p>		
<p>Task 5 – Extrapolating Foundational Data to Estimate the Source Reduction Baseline &amp; Final Report</p> <p>Extrapolating Foundational Data to Estimate the Source Reduction Baseline &amp; Final Report is considered “complete” only if:</p> <ul style="list-style-type: none"> <li>• Execution occurs with all the required details and within the time frame as described in Task 5.</li> </ul> <p>Extrapolating Foundational Data to Estimate the Source Reduction Baseline &amp; Final Report is considered “incomplete” if the above condition is not met.</p>	<p>For a “complete” Extrapolating Foundational Data to Estimate the Source Reduction Baseline &amp; Final Report, 100 percent of the proposed task costs will be paid.</p> <p>For an “incomplete” meeting and deliverables, the Contractor’s remedial options are as follows:</p> <ul style="list-style-type: none"> <li>• Correct all identified issues and resubmit the deliverables within five (5) calendar days of receiving notice of an issue from CalRecycle. <ul style="list-style-type: none"> <li>○ If approved, the corrected issues are eligible for 90 percent payment and the Contractor shall be instructed to invoice the Contract Manager accordingly.</li> </ul> </li> <li>• If deliverables are not resubmitted, it will be deemed “incomplete” and is not eligible for payment.</li> <li>• Zero (0) percent will be paid for any meetings that are not “complete” as defined.</li> </ul>	

9. Appendix X1 – Concepts Requiring Clarification for Data Collection

A. The following section provides information on concepts that are important to meeting the objectives in this contract, with specific importance to the completion of Tasks 3 through 5.

- B. Disclaimer – The information provided in this appendix is intended solely for the purpose of assisting the Contractor in formulating and proposing a Study Design. The Contractor is advised to exercise their best independent judgment when developing or executing their Study Design. This guidance is not to be construed as a definitive interpretation, and any decisions made based on this information are at the Contractor's own discretion.
- C. Estimating Number of Plastic Components of Covered Material
1. Covered Material: SB 54 applies to covered material as defined in PRC § 42041(e), which includes single-use packaging and plastic food service ware (excerpts shown below).
  2. Single-use packaging [PRC § 42041(e)(1)(A)] that is routinely recycled, disposed of, or discarded after its contents have been used or unpackaged, and typically not refilled or otherwise reused by the producer.
    - a) Packaging includes:
      - i. Primary Packaging: Sales packaging or primary packaging intended to provide the user or consumer the individual serving or unit of the product and most closely containing the product, food, or beverage.
      - ii. Secondary Packaging: Grouped packaging or secondary packaging intended to bundle, sell in bulk, brand, or display the product.
      - iii. Tertiary Packaging: Transport packaging or tertiary packaging intended to protect the product during transport.
  3. Plastic single-use food service ware [PRC § 42041(e)(1)(B)], including, but not limited to, plastic-coated paper or plastic-coated paperboard, paper or paperboard with plastic intentionally added during the manufacturing process, and multilayer flexible material. For purposes of this subparagraph, “single-use food service ware” includes both of the following:
    - a) Trays, plates, bowls, clamshells, lids, cups, utensils, stirrers, hinged or lidded containers, and straws.
    - b) Wraps or wrappers and bags used in the packaging of food offered for sale or provided to customers by food service establishments.
- D. Plastic Components
1. As defined in PRC § 42041(u), Plastic Component means any single piece of covered material made partially or entirely of plastic. A plastic component may constitute the entirety of the covered material or a separate or separable piece of the covered material.
  2. As defined in PRC § 42041(t), Plastic means a synthetic or semisynthetic material chemically synthesized by the polymerization of organic substances that can be shaped into various rigid and flexible forms and includes coatings and adhesives. “Plastic” includes, without limitation, polyethylene terephthalate (PET), high density polyethylene (HDPE), polyvinyl chloride (PVC), low density polyethylene (LDPE), polypropylene (PP), polystyrene (PS), polylactic acid (PLA), and aliphatic biopolyesters, such as polyhydroxyalkanoate (PHA) and polyhydroxybutyrate (PHB). “Plastic” does not include natural rubber or naturally occurring polymers such as proteins or starches.
  3. For the purposes of this study’s data collection, when providing an estimate of the number of plastic components, detachable plastic components should be counted separately. A piece of covered material should be counted as a plastic component if the piece is made partially or



entirely of plastic. For example, a piece of covered material made mostly of paper with a plastic lining should be counted as a plastic component.

#### E. Estimating Weight of Plastic Components

1. For the purposes of this study's data collection, when providing an estimate of the weight of plastic components, only the plastic portion of the covered material should be included in the weight estimate. A piece of covered material could be comprised of a nonplastic and plastic component. In this case, only the weight of the plastic component should be included in the estimated weight.

#### F. Estimating the Number of Producers of Covered Material

##### 1. Definition of Producer

###### a) PRC § 42041(w)

(1) "Producer" means a person who manufactures a product that uses covered material and who owns or is the licensee of the brand or trademark under which the product is used in a commercial enterprise, sold, offered for sale, or distributed in the state.

(2) If there is no person in the state who is the producer for purposes of paragraph (1), the producer of the covered material is the owner or, if the owner is not in the state, the exclusive licensee of a brand or trademark under which the covered product using the covered material is used in a commercial enterprise, sold, offered for sale, or distributed in the state. For purposes of this subdivision, a licensee is a person holding the exclusive right to use a trademark or brand in the state in connection with the manufacture, sale, or distribution of the product packaged in or made from the covered material.

(3) If there is no person in the state who is the producer for purposes of paragraph (1) or (2), the producer of the covered material is the person who sells, offers for sale, or distributes the product that uses the covered material in or into the state.

(4) "Producer" does not include a person who produces, harvests, and packages an agricultural commodity on the site where the agricultural commodity was grown or raised.

(5) For purposes of this chapter, the sale of covered materials shall be deemed to occur in the state if the covered materials are delivered to the purchaser in the state.

2. For the purposes of this study in relation to single-use packaging, a product is considered to be the good in addition to its packaging.
3. For estimating the number of producers of single-use packaging, the following categories of businesses should be considered separately in development of the required estimate:
  - a) Brand owners of the original product with a physical location in CA (i.e., manufacturers with brand or trademark ownership of the product that used covered material)
  - b) Distributors of the original product, including wholesalers and exclusive licensees of brands or trademarks of a product that used covered material where the brand owner is not located in CA.
    - i. Distributors who sold products of brand owners without a physical location in CA
    - ii. Distributors who added packaging to the original product or re-packaged it.

- c) Businesses who grew and packaged their own agricultural products in the place where the agricultural product is grown.
- d) Businesses who sold products directly to a consumer, including retailers and third-party sellers
  - i. Businesses who sold products received directly from brand owners or distributors without a physical location in CA.
  - ii. Businesses who added packaging to the original product or re-packaged it.
- e) Online marketplaces that sold products using covered material
  - i. Online marketplaces that added packaging to the original product or re-packaged it.
- f) For estimating the number of producers of single-use plastic food service ware, the following categories of businesses should be considered separately in the development of the required estimate:
  - 1. Food service establishments
    - i. Does not include establishments that only serve pre-packaged food that was packaged by a separate entity.
  - 2. Catering companies or food service distributors providing prepared food in covered material to another business or location
- g) When estimating the number of producers, a brand or chain of businesses should be considered one producer even if they have multiple physical locations within California. Additionally, if a single producer is a producer of both packaging and food service ware, that producer should only be counted once.

#### G. Estimating the Proportion of Producers Considered Small

- 1. Pursuant to PRC § 42060(a)(5), CalRecycle shall establish a process to exempt producers based on size. Specifically, it exempts producers, retailers, and wholesalers that, in the most recent calendar year, had gross sales of less than one million dollars in the state.

#### 10. 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.

#### 11. 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 to:
- Oversee all work performed under the Contract.
  - Ensure compliance with all Contract terms.
  - Act as the Contractor's primary representative, responsible for discussing all contract-related matters with CalRecycle.
- 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 Study Design at the rates specified herein, not to exceed the per Task totals from the Cost Proposal Sheet.

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

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

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

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

2. **BUDGET CONTINGENCY CLAUSE:**

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

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

3. **PROMPT PAYMENT CLAUSE:** Payment will be made in accordance with and within the time specified in 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 \$10,000 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 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 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, the Director or his/her designee shall meet with the Contractor and CalRecycle Project Manager for the purpose of solving the dispute.
27. STOP WORK NOTICE: Immediately, upon receiving a written notice to stop work, the Contractor shall cease all work under this Agreement.
28. SUBCONTRACTORS: All Subcontractors previously identified in the bid/proposal submitted are considered to be acceptable to CalRecycle. Any change or addition of Subcontractors will be subject to the prior written approval of the Contract Manager or the Director or his/her designee. Upon termination of any Subcontract, the Contractor shall notify the Contract Manager or the Executive Director immediately. If CalRecycle or the Contractor determines that the level of expertise or the services required are beyond that provided by the Contractor or its routine Subcontractors, the Contractor shall be required to employ additional Subcontractors. Nothing contained in this Agreement or otherwise, shall create any contractual relation between CalRecycle and any Subcontractors, and no Subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to CalRecycle for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any Subcontractor as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its Subcontractors is an independent obligation from CalRecycle's obligation to make payments to the Contractor. As a result, CalRecycle shall have no obligation to pay or to enforce the payment of any moneys to any Subcontractor.
29. SUCCESSORS: The provisions of this Agreement will be binding upon and inure to the benefit of CalRecycle, the Contractor, and their respective successors.
30. TERMINATION: CalRecycle shall have the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days written notice given to the Contractor. In the case of early termination, a final payment will be made to the Contractor upon approval by the Contract Manager of a financial report, invoices for costs incurred to date of termination and a written report describing all work performed by the Contractor to date of termination.
31. UNRELIABLE LIST: Prior to authorizing a Subcontractor(s) to commence work under this Agreement, the Contractor shall submit to CalRecycle a declaration from the Subcontractor(s), signed under penalty of perjury, stating that within the preceding three years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, have occurred with respect to the subcontractor(s).

Placement of the Contractor on CalRecycle's Unreliable List at any time after award of this Agreement may be grounds for termination of Agreement. If a Subcontractor is

placed on CalRecycle's Unreliable List after award of this Agreement, the Contractor may be required to terminate the Subcontract.

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

Recycled-Content Certification

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 Study Design)
  - Samples of Written Work
  - Copy of Required License(s) (Secretary of State)
  - Non-Disclosure Agreement
  - 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
  - GenAI Disclosure & Factsheet
  - 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
- 

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>
- 

**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.**