



## DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

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### **Notice to Prospective Proposers** **REVISED 7/9/2024**

June 12, 2024

You are invited to review and respond to this Request for Proposal (RFP) Secondary, entitled "Rural Infrastructure for a Zero Waste Plan" DRR24010. 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 verbal information given will not be binding on the State unless such information is issued in writing as an official addendum to this RFP.

Felix Valencia  
Contract Administrator

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## **Section 1 Overview**

### **General Information**

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

### **CalRecycle Contact Information**

Department of Resources Recycling and Recovery

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

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

Phone: (916) 341-6544

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

Any documents delivered in person must be received by 2:00 p.m. on July 17, 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 seeks a Contractor to create a Zero Waste Plan specifically for California's rural counties and the disadvantaged communities within those counties. The Contractor will examine local government resources and current waste management practices, and engage with the communities to develop a better understanding of the needs specific to their local economies, geography, and demographics.

Refer to the Sample Standard Agreement (Attachment E) 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 \$370,178.00. (Three hundred seventy thousand one hundred seventy-eight 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 only be amended in very limited circumstances 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 11 months and is expected to begin in August 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	June 12, 2024
Written Questions Due by 5:00 pm	June 26, 2024
Submittals Due by 2:00 pm	July 17, 2024
Post Notice of Intent to Award	July 31, 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).

### **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 date and time listed in Section I, Process Schedule.

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

#### **Addressing**

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

#### **Number of Copies**

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

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

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

#### **Document Printing**

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

#### **Cover Letter**

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

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

- d. Name, title, address, telephone number, and e-mail address of individual(s) with authority to execute a binding Contract on behalf of the Proposer;
- e. Statement that personnel who will provide services under the Contract will have the required certifications and that the Proposer will have qualified personnel available to meet the service needs;
- f. Statement attesting to the fact of the percentage of post-consumer recycled content fiber paper used in the compilation of the Proposal package.
- g. Statement stating that the Contractor and any Subcontractors to be used during the performance of the contract are eligible to contract with the State of California, pursuant to PCC 10286;
- 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; and
- 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 located 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.

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

The Proposer should consider the following points when developing their Proposal:

A. Considerations for the proposal:

1. The submitted Proposal will be evaluated on the proposed Study Design, methods, details, and justifications provided by the Contractor to achieve the goals outlined in the Scope of Work.
2. The submitted Proposal should include details, with justification, on the structure and content of the Rural Infrastructure for a Zero Waste Plan to ensure

it meets the contract's goals.

3. The submitted Proposal should include timelines for each task and deliverable outlined in the contract, and explain how the Proposer shall ensure that the timeline will be followed.

B. Consideration for the proposed Study Design and content of the Rural Infrastructure for a Zero Waste Plan

1. In the submitted Proposal, the Proposer shall develop a Study Design that thoroughly communicates to CalRecycle how it will execute each of the required tasks and meet the goals of the contract. The Study Design may include new and innovative approaches or improve upon proven approaches used in similar studies. The Study Design shall explain:
  - a) What pre-existing data will be used, and an evidence-based justification of how the data will help meet the goals of the contract.
  - b) What new data will be collected, and an evidence-based justification of how the collected data will help meet the goals of the contract.
  - c) How the newly collected data will be analyzed and aggregated with existing data to help formulate evidence-based recommendations for implementing a statewide Zero Waste Plan that is specifically tailored to meet the needs of rural counties and the disadvantaged communities within those counties.
  - d) California is an economically, geographically, socially, and politically diverse state. The final recommendations made by the Contractor in the Rural Infrastructure for a Zero Waste Plan must be wide-reaching to ensure inclusion of all regions of California. It must include recommendations on how the findings integrate rural counties and disadvantaged communities within those counties.
  - e) Given that this contract uses Federal funding, the Contractor shall collect information required to complete tasks using methods that do not require approval through the United States Paperwork Reduction Act. (<https://pra.digital.gov/>).
2. To accomplish the goals of the contract, the Proposer shall address the following considerations in its Proposal:
  - a) Current Status and Scope of the Problem in rural counties and the disadvantaged communities within those counties: Determine the extent to which current waste reduction, reuse, and recycling programs and processes have met their goals and identify weaknesses, gaps, hurdles, and priorities in rural counties. Specifically:
    - i. Audit the effectiveness of statutorily mandated programs in achieving

requirements and goals, including waste diversion and greenhouse gas reduction.

- ii. Identify gaps in current programmatic coverage (including but not limited to material type and geography) and waste management processes by material, form, stream, and sector.
  - iii. Identify equity and environmental justice gaps and opportunities, such as disproportionate impacts to overburdened communities, and how to ensure a more equitable distribution of environmental benefits and burdens.
  - iv. Understand current waste management challenges and successes that interested parties (e.g., residents, consumer and producer businesses, local jurisdictions, industry groups) face.
  - v. Identify subject areas and opportunities, on the federal, state, and jurisdiction level, for various departments, agencies, and boards to streamline policy and programmatic efforts, as overseen by CalRecycle to implement, maintain, and track a Zero Waste Plan in rural counties.
- b) Future Actions Needed for a Rural Infrastructure for a Zero Waste Plan: Identify a suite of viable actions, policies, or incentive structures to be implemented by the state in order to achieve zero waste in rural counties under three different scenarios, by 2035, 2040, and 2045:
- i. Any recommendations must prioritize source reduction and reuse. This may include recommendations that address financial, educational, socioeconomic, cultural, or regulatory barriers to source reduction and reuse strategies, and funding and other needed actions to successfully implement source reduction and reuse recommendations.
  - ii. Conduct gap analysis to identify products and materials under existing statutorily mandated programs that are difficult to reuse or recycle responsibly, as well as products and materials not covered by current programs and policies and include recommendations on how to best address these gaps.
  - iii. Recommendations should address any barriers, limitations, or challenges in current waste collection, processing, or remanufacturing, or provide strategies to expand effective processes, and should, where necessary, identify critical policies and strategies such as Extended Producer Responsibility and behavioral change programs that could cohesively be included in a Zero Waste Plan in rural counties.
  - iv. Identify any innovative emerging technologies and their practical application towards zero waste efforts as well as the development of rural circular economy infrastructure, emphasizing options that are economical,

energy efficient, acceptable to stakeholders, and allow for the highest and best use of materials. Provide details on the benefits and challenges associated with implementing emerging technologies, including job opportunity implications, particularly with respect to disadvantaged communities within rural counties.

- v. Recommendations made in the Rural Infrastructure for a Zero Waste Plan should consider the diversity, size, and socioeconomic status of rural counties across the State, specifically considering disadvantaged communities within.
  - vi. Highlight policy, cultural, or investment changes needed to maximize waste reduction and levers that are necessary for change.
  - vii. Identify opportunities to reduce loss and waste within the system for a truly circular economy.
  - viii. Anticipate emerging waste management issues that may compound existing challenges or hinder waste management solutions. Assess potential economic growth, job creation, and other medium and long-term financial outcomes of proposed recommendations in rural counties.
  - ix. Analyze alternative financing and revenue generating mechanisms to offset revenue reduction resulting from increased diversion, including opportunities for new revenue sources. The analysis shall also address revenue risks and constraints.
  - x. Where necessary, propose mechanisms for financial and programmatic support for jurisdictions statewide in order to successfully implement the Rural Infrastructure for a Zero Waste Plan.
- c) Track Progress: Recommend metrics and indicators to measure progress towards zero waste in rural counties and circular economy and establish benchmarks of programmatic success.
- i. These could include measurements such as disposal and recycling rate/yield, and other assessments of source reduction, greenhouse gas accounting, public engagement and perception, circular economy market growth, environmental health, and more.

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.

### **Organization**

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

- Date of establishment
- History

- Location
- Any known conflicts of interest

### **Qualifications and Resources**

The prospective Contractor must have the experience, qualifications, and resources to perform the required tasks of the project.

Based on the nature and complexity of the Rural Infrastructure for a Zero Waste Plan, Proposers must demonstrate experience in:

1. Deep understanding of a zero-waste circular economy particularly within rural counties, including:
  - i. advanced principles and objectives,
  - ii. challenges (including political, cultural, and financial),
  - iii. benefits (economic, environmental, and societal) and
  - iv. practical, effective, and proven solutions related to overcome these obstacles;
2. Navigating the nuances of complex and/or politically sensitive issues to make effective and feasible recommendations as part of a strategic long-term plan for zero waste in rural counties;
3. Ability to estimate the effects of those recommendations reasonably and numerically over time to come up with three scenarios to achieve zero waste in rural counties by 2035, 2040, and 2045.
4. Conducting comprehensive statewide waste or recycling focused analyses and studies in rural counties and disadvantaged communities within including the development of a comprehensive study design, a plan for analyzing and collecting existing and new information from various entities/organizations on zero waste and circular economy programs, gap analysis and evaluation of California's current waste and recycling programs, policies, and infrastructure;
5. Creative problem solving to overcome the potential obstacle of incomplete or missing data;
6. Experience with zero waste and circular economy impacts and issues related to various stakeholders including disadvantaged communities in rural counties in California;
7. High-level strategic thinking with a focus on efficiency, effectiveness, and cohesiveness;
8. Strong familiarity with California's waste and recycling landscape, including historical and current programs and statutes, policies, and regulations;
9. Knowledge of full materials management cycle, including economic impacts and depletion rates of material and/or products;
10. Tracking innovative technologies that can be applied towards zero waste in rural counties and emerging issues in waste;
11. Expertise in waste-related economics, from cradle-to-grave costs of products/materials and benefits of a zero-waste economy, to financing and revenue generating mechanisms;
12. Knowledge of metrics for tracking progress and success across various zero

waste efforts and programs.

Examples of other things to consider:

- i. How will your firm ensure validity of data used?
- ii. How will your firm address incomplete or missing data?
- iii. How will your firm provide a full and complete gap analysis of the current waste and recycling infrastructure and structure in rural counties across the state, particularly with respect to disadvantaged communities within those counties?
- iv. How will your firm develop best management practices and recommendations for a circular economy and zero waste in a Rural Infrastructure for a Zero Waste Plan (keeping in mind the three target dates of 2035, 2040, and 2045)?
- v. How will your firm ensure these recommendations are sustainable, cohesive, and effective?
- vi. How will your firm ensure timely submission of reports and plans consistent with the workplan schedule?

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

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

### **References**

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

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

### **Samples of Written Work**

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

1. Familiarity with large scale zero waste and circular economy, including principles, benefits, challenges and solutions;
2. Knowledge and understanding of California's waste and recycling landscape, including infrastructure, end-use markets, and related legislation, policies, and regulations;
3. 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;

4. Experience conducting gap analyses of current waste systems and making effective, sustainable recommendations for zero waste and circular economy, ideally in a zero waste plan.
5. Experience collecting, compiling, and analyzing data and information on rural counties, including engagement and collaboration with rural counties; and,
6. Familiarity with environmental justice issues affecting disadvantaged communities within rural counties.

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

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

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

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

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

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

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

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

**Small Business (SB) Preference Application**

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

Each listed certified small business must perform a "commercially useful function" in the performance of the contract as defined in Government Code § 14837(d)(4).

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

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

CalRecycle will apply the preference as described below.

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

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

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

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

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

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

The DVBE participation requirement is being waived for this solicitation, however the DVBE incentive is available to those bidders meeting participation goals.

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 State contracting process. OSDS also certifies DVBE Contractors. For more information, please contact OSDS to find out more:

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

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

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

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

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

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

**AWARDING DEPARTMENT:** Contact the department's contracting official named in this solicitation for any DVBE suppliers who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to identify DVBE suppliers for the solicitation.

### **Target Area Contract Preference Act (TACPA)**

If the budget for services outlined in this announcement exceeds \$100,000, CalRecycle provides the optional TACPA preference for TACPA qualified Proposers. Proposers are not required to apply for this preference. Denial of the TACPA preference request is not a basis for rejection of the Proposal. The Proposer shall provide reasonable demonstration of contract labor hours and certify that they will comply with the requirements of the TACPA. The TACPA workplace and workforce preferences will be evaluated for this solicitation. California-based companies seeking TACPA preferences will need to complete and submit preference request forms with the bid/offer. The following webpage contains required preference request forms and an interactive map to determine if a business is located within a TACPA qualified zone: [Request a Target Area Contract Preference](#). If the Proposer is qualified for this preference, the TACPA Preference Request Form (STD 830) and the [DGS/PD 526 Bidder's Summary of Contract Activities and Labor Hours](#) must be included in the Proposal submittal.

### **Rules for Award**

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

## Section IV Cost Proposal Submittal

### Evaluation

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

### Cost Breakdown

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

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

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

Tasks	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
<p>Task 1 – Initial meeting with CalRecycle</p> <ul style="list-style-type: none"><li>• Within three (3) calendar days of contract approval, the Contractor in consultation with CalRecycle's Contract Manager shall determine whether the kick-off meeting will be in person or hosted virtually via a mutually agreed upon platform.</li><li>• Within seven (7) calendar days of contract approval, the</li></ul>	<p>The Contractor's compensation for this deliverable, includes all work performed as part of Task 1.</p> <ul style="list-style-type: none"><li>• 100 percent of the proposed Task 1 costs will be paid if the agenda and meeting notes are deemed "complete" by the CalRecycle Contract Manager.</li><li>• If agenda and meeting notes are deemed "incomplete" by the CalRecycle Contract Manager, then the Contractor's remedial options are as follows:<ul style="list-style-type: none"><li>○ Correct all identified issues and resubmit the agenda and meeting notes within seven (7)</li></ul></li></ul>	10%



Tasks	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
<p>Contractor shall meet, as determined in Task 1.A.1, in-person or virtually with CalRecycle's Contract Manager (Contract Manager).</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,</li> <li>• Meeting notes are submitted as described in Task 1, and</li> </ul> <p>A meeting is considered "incomplete" if any of the above two conditions are not met.</p>	<p>calendar days of receiving notice of an issue from CalRecycle. If approved, the corrected agenda and meeting notes are eligible for 100 percent compensation of the Task 1 price.</p> <p>Contractor shall be instructed to invoice CalRecycle accordingly.</p> <ul style="list-style-type: none"> <li>○ If agenda and meeting notes are corrected and resubmitted more than seven (7) calendar days after CalRecycle's initial notice, and with more than thirty (30) calendar days before the contract ends, the agenda and meeting notes are eligible for 90 percent of the Task 1 price and the Contractor shall be instructed to invoice CalRecycle accordingly. CalRecycle may take up to fourteen (14) calendar days to review the resubmitted agenda and meeting notes.</li> <li>○ If the agenda and meeting notes are corrected and resubmitted at or less than thirty (30) calendar days before the contract ends, they will be deemed "incomplete" and is not eligible for payment.</li> </ul>	

Tasks	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
	<ul style="list-style-type: none"> <li>○ If agenda and meeting notes. are not resubmitted, they will be deemed “incomplete” and is not eligible for payment.</li> <li>○</li> </ul> <p>The Contractor must indicate the cost for the initial meeting and associated deliverables in their proposal (\$/meeting).</p> <p>This task is not to exceed 10 percent of the budget.</p>	
<p>Task 2 - Submittal of Quality Assurance Project Plan (QAPP) and Data Collection, Validation, and Analysis</p> <p>The Submittal of QAPP and Data Collection, Validation, and Analysis is considered “complete” only if:</p> <ul style="list-style-type: none"> <li>• QAPP is submitted and meets the QAPP criteria set forth and approved by the US EPA.</li> <li>• The work described in the QAPP for Data Collection, Validation, and Analysis is completed at least one hundred and twenty (120) calendar days before the contract end date.</li> </ul> <p>This deliverable is considered “incomplete” if the conditions above are not met.</p>	<p>The Contractor’s compensation for this deliverable will be allocated for each completed subtask performed as part of Task 2.</p> <p>Subtask 2.1: Submittal of Quality Assurance Project Plan (QAPP)</p> <ul style="list-style-type: none"> <li>• 100 percent of the proposed subtask 2.1 cost will be paid if the QAPP is deemed “complete” by the CalRecycle Contract Manager. <ul style="list-style-type: none"> <li>○ Upon receipt of the QAPP, the CalRecycle Contract Manager shall forward it to the US EPA for further informal review. This process may take up to thirty (30) calendar days. After this period, the Contractor will receive feedback to incorporate into their QAPP.</li> <li>○ The Contractor shall submit additional</li> </ul> </li> </ul>	50%

Tasks	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
	<p>changes to the CalRecycle Contract Manager within fifteen (15) calendar days of receiving feedback from the US EPA.</p> <ul style="list-style-type: none"> <li>○ The QAPP will then be submitted to the US EPA for a period of formal review that may take up to sixty (60) calendar days.</li> <li>○ After this review, if modifications are approved by the CalRecycle Contract Manager, the QAPP is eligible for 100 percent of the Task 2 subtask 1 price and the Contractor shall be instructed to invoice CalRecycle accordingly.</li> </ul> <ul style="list-style-type: none"> <li>● If the US EPA determines further changes are required on the QAPP after the sixty (60) calendar day review period, the QAPP will be deemed “incomplete” by the CalRecycle Contract Manager, then the Contractor’s remedial options are as follows: <ul style="list-style-type: none"> <li>○ After this period, the Contractor will receive feedback to incorporate into their QAPP.</li> <li>○ The Contractor shall submit additional changes to the CalRecycle Contract Manager within fifteen</li> </ul> </li> </ul>	

Tasks	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
	<p>(15) calendar days of receiving feedback from the US EPA.</p> <ul style="list-style-type: none"> <li>○ The QAPP will then be submitted to the US EPA for an additional period of formal review that may take up to sixty (60) calendar days.</li> <li>○ If the QAPP is approved, by the US EPA, the QAPP is eligible for 50 percent of the Task 2 subtask 1 price and the Contractor shall be instructed to invoice CalRecycle accordingly.</li> <li>○ If QAPP is not resubmitted or is not approved by the US EPA after the second round of formal review then, it will be deemed “incomplete” and is not eligible for payment.</li> </ul> <p>Subtask 2.1 Submittal of Quality Assurance Project Plan (QAPP) is not to exceed 10 percent of the budget. The Contractor must indicate the cost for the deliverable(s) in their proposal (\$/deliverable).</p> <p>Subtask 2.2: Data Collection, Validation, and Analysis</p> <ul style="list-style-type: none"> <li>• 100% of the proposed subtask 2.2 cost for Data Collection, Validation, and Analysis will be paid if it is deemed complete by the CalRecycle Contract Manager.</li> </ul>	

Tasks	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
	<ul style="list-style-type: none"> <li>• If Data Collection, Validation, and Analysis is deemed “incomplete” by the CalRecycle Contract Manager, then the Contractor’s remedial options are as follows:               <ul style="list-style-type: none"> <li>○ Correct all identified issues and complete the Data Collection, Validation, and Analysis within fifteen (15) calendar days of receiving notice of an issue from CalRecycle. If approved, the corrected Data Collection, Validation, and Analysis is eligible for 100 percent the sub task price and the Contractor shall be instructed to invoice CalRecycle accordingly.</li> <li>○ If Data Collection, Validation, and Analysis is corrected and resubmitted more than fifteen (15) calendar days after CalRecycle’s initial notice, and with more than sixty (60) calendar days before the contract ends, the Data Collection, Validation, and Analysis is eligible for 80 percent of the Task 2 price and the Contractor shall be instructed to invoice CalRecycle accordingly. CalRecycle may take up to fourteen (14) calendar</li> </ul> </li> </ul>	

Tasks	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
	<p>days to review resubmitted data.</p> <ul style="list-style-type: none"> <li>○ If Data Collection, Validation, and Analysis is corrected and resubmitted at or less than sixty (60) calendar days before the contract ends, it will be deemed “incomplete” and is not eligible for payment.</li> <li>○ If Data Collection, Validation, and Analysis is not resubmitted, it will be deemed “incomplete” and is not eligible for payment.</li> </ul> <p>Subtask 2.2: Data Collection, Validation, and Analysis subtask is not to exceed 40 percent of the budget. The Contractor must indicate the cost for the deliverable(s) in their proposal (\$/deliverable).</p> <p>The total costs for this task are not to exceed 50 percent of the budget.</p>	
<p><b>Task 3 – Regular 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 3, and</li> <li>• Meeting minutes are submitted as described in Task 3.</li> </ul> <p>A meeting is considered “incomplete” if either of the</p>	<p>The Contractor’s compensation for this deliverable, includes all work performed as part of Task 3.</p> <ul style="list-style-type: none"> <li>• For a “complete” meeting, 100 percent of the proposed Task 3 costs will be paid.</li> <li>• For an “incomplete” meeting, the Contractor’s remedial options are as follows: <ul style="list-style-type: none"> <li>○ Correct all identified issues and resubmit the deliverables within seven (7) calendar days of</li> </ul> </li> </ul>	<p>5%</p>

Tasks	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
above two conditions are not met before the next meeting.	<p>receiving notice of an issue from CalRecycle (beyond the specified time requirements in Task 2). If approved, the meeting is eligible for 90 percent of the cost per meeting and the Contractor shall be instructed to invoice CalRecycle accordingly.</p> <ul style="list-style-type: none"> <li>○ If meeting deliverables are corrected and resubmitted over seven (7) calendar days of receiving notice from CalRecycle, it will be deemed “incomplete” and is not eligible for payment.</li> <li>• If deliverables are not resubmitted, the meeting will be deemed “incomplete” and is not eligible for payment.</li> <li>• Zero (0) percent will be paid for deliverables that are not “complete” as defined.</li> </ul> <p>The Contractor must indicate the cost for the initial meeting and associated deliverables in their proposal (\$/meeting). If an Ad hoc meeting is necessary, no additional compensation will be provided.</p> <p>This task is not to exceed 5 percent of the budget.</p>	
Task 4 - Submittal of Project Progress Report and Draft Report	The Contractor’s compensation for this deliverable, will be allocated for each completed subtask performed as part of Task 4.	25%

Tasks	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
<p>Submittal of Project Progress Report, and Draft Report is considered “complete” only if:</p> <ul style="list-style-type: none"> <li>• Submittal of Project Progress Report six (6) months after execution of the contract with the following required components: <ul style="list-style-type: none"> <li>• Pertinent issues</li> <li>• Progress made</li> <li>• Work done</li> <li>• Work pending</li> <li>• Any deviation from the Study Design, and a detailed explanation for the deviation.</li> </ul> </li> <li>• Submittal of Draft Report with the required components described in Task 4 (5) in the Scope of Work.</li> </ul> <p>This deliverable is considered “incomplete” if the condition above is not met.</p>	<p>Subtask 4.1: Submittal of Project Progress Report</p> <ul style="list-style-type: none"> <li>• 100 percent of the proposed subtask 4.1 cost will be paid upon Submittal of Project Progress Report if it is deemed complete by the CalRecycle contract manager:</li> <li>• For an “incomplete” progress report, the Contractor’s remedial options are as follows: <ul style="list-style-type: none"> <li>○ Correct all identified issues and resubmit the progress report within seven (7) calendar days of receiving notice of an issue from CalRecycle (beyond the specified time requirements in Task 4). If approved, the progress report is eligible for 90 percent of the cost per progress report and the Contractor shall be instructed to invoice CalRecycle accordingly.</li> <li>○ If the progress report is corrected and resubmitted over seven (7) calendar days of receiving notice from CalRecycle, it will be deemed “incomplete” and is not eligible for payment.</li> </ul> </li> <li>• If the progress report is not resubmitted, the meeting will be deemed “incomplete” and is not eligible for payment.</li> </ul>	



Tasks	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
	<ul style="list-style-type: none"> <li>• Zero (0) percent will be paid for deliverables that are not “complete” as defined.</li> </ul> <p>Subtask 4.1: Submittal of the Project Progress Report is not to exceed five (5) percent of the budget.</p> <p>Subtask 4.2: Submittal of the Draft Report</p> <ul style="list-style-type: none"> <li>• Submittal of the Draft Report will be 100% complete if it sufficiently addresses the required points as determined by the CalRecycle Contract Manager. This initial review will occur within fifteen (15) calendar days of having received the draft report from the contractor.</li> <li>• If Submittal of the Draft Report is deemed “incomplete” by the CalRecycle Contract Manager, then the Contractor’s remedial options are as follows: <ul style="list-style-type: none"> <li>○ Correct all identified issues and submit the Draft Report within fifteen (15) calendar days of receiving requested changes from the CalRecycle Contract Manager. If approved, the corrected Draft Report is eligible for 100 percent the sub task price and the Contractor shall be instructed to invoice CalRecycle accordingly.</li> </ul> </li> </ul>	

Tasks	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
	<ul style="list-style-type: none"> <li>○ If necessary, the CalRecycle Contract Manager will review the report up to one (1) additional time and submit any necessary changes to the Contractor within seven (7) calendar days of receiving the revised Draft Report. The revised Draft report will be submitted within fifteen (15) calendar days of receiving requested changes from the CalRecycle Contract Manager. If approved, the corrected Draft Report is eligible for 100 percent the sub task price and the Contractor shall be instructed to invoice CalRecycle accordingly.</li> <li>○ If the Draft Report, is not submitted or if it is deemed incomplete by the CalRecycle Contract Manager after three (3) rounds of review, it will be deemed “incomplete” and is not eligible for payment.</li> </ul> <p>Subtask 4.2: Submittal of the Draft Report subtask is not to exceed 20 percent of the budget.</p> <p>The Contractor must indicate the cost for the deliverable in their proposal (\$/deliverable).</p>	

<b>Tasks</b>	<b>Payment Structure</b>	<b>Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost</b>
	In total, this task is not to exceed 25 percent of the budget.	
<p><b>Task 5 - Final Report</b></p> <p>The final report is considered “complete” only if:</p> <ul style="list-style-type: none"> <li>• A final report is submitted</li> <li>• The CalRecycle Contract Manager has declared in writing that no other changes are required to the final report.</li> </ul> <p>This deliverable is considered “incomplete” if either of the conditions above are not met.</p>	<p>The Contractor’s compensation for this deliverable, includes all work performed as part of Task 5.</p> <ul style="list-style-type: none"> <li>• 100 percent if the final report is deemed “complete” by the CalRecycle Contract Manager.</li> <li>• If final report is deemed “incomplete” by the CalRecycle Contract Manager it will be deemed “incomplete” and is not eligible for payment.</li> </ul> <p>The Contractor must indicate the cost for the deliverable in their proposal (\$/deliverable).</p> <p>This task is not to exceed 10 percent of the budget.</p>	10%

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.

<b><u>Rating Category</u></b>	<b><u>Maximum Points</u></b>
Overall Approach	15
Methodology	36
Qualifications/Resources	27
Past Work References	9
Cost Points	37
Maximum Total	124

- 2) CalRecycle will consider a proposal technically deficient and non-responsive if the proposal earns an overall score that is less than 61 points of the 87 points of the rating categories.

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

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



### **Cost Points**

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

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

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

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

#### EXAMPLE

*Lowest Proposer's cost = \$10*

*Other Proposer's cost = \$12*

*Maximum cost points = 30 cost points*

*factor = \$10 ÷ \$12 = .83*

*Cost Points Calculation for Other Proposer's Cost*

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

*Final Cost Points Awarded*

*Lowest cost Proposal receives 30 cost points*

*Other cost Proposal receives 25 cost points*

### **Grounds for Rejection**

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

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

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

No Proposal may be rejected arbitrarily or without reasonable cause.

### **Award of Contract**

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

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

CalRecycle reserves the right not to award a Contract.

**Notice of Intent to Award**

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

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

**Rejection of Award**

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

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

**Protest of Award**

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

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

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

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

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

West Sacramento, CA 95605

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

## **Section VI Definition and Terms**

### **General**

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

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

### **Abbreviations**

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

### **Cal EPA**

The California Environmental Protection Agency

### **CalRecycle Staff**

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

### **Consultant**

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

### **Contract**

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

**Contract Manager**

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

**Contractor**

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

**Director**

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

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

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

**Legal Holiday**

Those days designated as State holidays in the Government Code.

**Project Manager**

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

**Scope of Work**

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

**Small Business (Certified)**

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

**State**

The State of California.

**State Contract Law**

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

**Subcontractor**

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

## **Section VII            Required Forms**

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

Client References

Contractor Status Form

Bidder Declaration Form

DVBE Declaration DGS PD 843

Contractor Certification Clauses

Darfur Contracting Act Certification

California Civil Rights Laws Certification

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 this SOQ. Duplicate and attach additional pages, as necessary.

**FIRM'S / SUBCONTRACTOR'S NAME:****REFERENCE 1**

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Cost of Service

Brief Description of Service Provided

**REFERENCE 2**

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Cost of Service

Brief Description of Service Provided

**REFERENCE 3**

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Cost of Service

Brief Description of Service Provided

If three references cannot be provided, explain why:



**Contractor Status Form**

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

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

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

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

**STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS**
☐ Individual    ☐ Limited Partnership    ☐ General Partnership    ☐ Corporation    ☐ Other

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

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

_____	_____
_____	_____
_____	_____

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

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

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

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

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

**SMALL BUSINESS PREFERENCE**

Are you claiming preference for small/micro business?

☐ YES – Attach approval letter from Office of Small Business Certification and Resources  
☐ NO

Are you claiming incentive for DVBE?

☐ YES – Attach approval letter from Office of Small Business Certification and Resources  
☐ NO
**NOTE: THIS FORM MUST BE COMPLETED OR YOUR BID MAY BE REJECTED**

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

### **Bidder Declaration**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Darfur Contracting Act**

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

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

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

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

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

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

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

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

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

### **GenAI Disclosure Reporting & Factsheet (STD 1000 – 04/7/2024)**

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/**Contractor** 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 **Reporting** & Factsheet to be completed by the Bidder/Offeror/**Contractor**.

Failure to disclose **submit the GenAI Reporting and Factsheet (STD 1000)** to the State and submit the GenAI Disclosure & Factsheet will result in disqualification of the Bidder/Offeror/**Contractor**. **Failure to report GenAI to the State** 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/**Contractor** GenAI Disclosure **Reporting** & Factsheet (**STD 1000**), 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 \(GenAI\) Reporting & 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 BE firms, as necessary. Authorized signatures and information are required on each separately submitted form. Return to: Department of Resources Recycling and Recovery, Contracts Unit- MS 19-A, Attn: SB/DVBE Advocate, P.O. Box 4025, Sacramento, CA 95812-4025 or to [contracts@calrecycle.ca.gov](mailto:contracts@calrecycle.ca.gov) with "Attn: SB/DVBE Advocate" and the RFP number in the Subject line.*

<b>State Department Name</b>	Department of Resources Recycling and Recovery 1001 I Street, Sacramento, CA 95814		
<b>Dept. Contact Name, Phone#</b>			
<b>Prime Contractor Name</b>			<b>FEIN Number:</b>
<b>Prime Contractor Contact (Address, Phone #, Email)</b>			
<b>Date Contract Entered:</b>			<b>Date Contract Completed:</b>
<b>Total Amount Received Under this Contract</b>	<b>\$</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**  
**Rural Infrastructure Zero Waste Plan, DRR24010**

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.

All tasks will be compensated at the Pay-per-Deliverable cost identified below in the resulting contract. Cost points will be assigned based on the total of all 5 tasks.

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

Task #	<b>Personnel Services:</b> (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)				<b>Fringe Benefits</b> (Identify fringe benefit costs citing actual benefits or as a percentage of personal services costs)	<b>Operating Expenses</b> (operating expenses related to the services provided in this Agreement, including rent and supplies, as applicable)	<b>Equipment Costs</b> (Include a description of equipment)	<b>Travel Expenses</b> (Include travel expenses and per diem. Rates are set at the rate specified by CalHR for excluded employees)	<b>Overhead (This information shall be provided)</b>	<b>Other</b> (Any other specific breakdown required to sufficiently explain the budget costs)	<b>Total by Task</b>
	Name / Position	\$/Hr.	Hr s.	Total \$							
Task 1 - Initial meeting(s) with CalRecycle (Not to Exceed 10% of total Budget)											
1											
1											
1											
1											
1											



	Task 1 Pay Per Deliverable Cost										\$0.00
Task 2-Subtask 2.1: Submittal of Quality Assurance Project Plan (QAPP) (Not to Exceed 50% of total Budget)											
2.1											
2.1											
2.1											
2.1											
2.1											
	Subtask 2.1 Pay Per Deliverable Cost										\$0.00
Task 2-Subtask 2.2: Submittal of Data Collection, Validation, and Analysis (Not to Exceed 50% of total Budget)											
2.2											
2.2											
2.2											
2.2											
2.2											
	Subtask 2.2 Pay Per Deliverable Cost										\$0.00
	Task 3 - Regular meetings with CalRecycle (Not to Exceed 5% of total Budget)										
3											
3											

3											
3											
3											
	Task 3 Pay Per Deliverable Cost										\$0.00
	Estimated Number of Meetings										4
	Task 3 Subtotal (Pay Per Deliverable Cost) * (Number of Estimated Monthly Meetings)										
Task 4-Subtask 4.1: Submittal of Project Progress Report (Not to Exceed 25% of total Budget)											
4.1											
4.1											
4.1											
4.1											
4.1											
	Subtask 4.1 Pay Per Deliverable Cost										\$0.00
Task 4-Subtask 4.2: Submittal of the Draft Report (Not to Exceed 25% of total Budget)											
4.2											
4.2											
4.2											
4.2											

4.2										
	Subtask 4.2 Pay Per Deliverable Cost									\$0.00
Task 5 - Final Report (Not to Exceed 10% of total Budget)										
5										
5										
5										
5										
5										
	Task 5 Pay Per Deliverable									\$0.00
		Personnel Services	Fringe Benefits	Operating Expenses	Equipment Costs	Travel Expenses	Overhead	Other		
(Column \$ Totals)			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
The Grand Total below will be used for evaluation purposes and to determine maximum contract amount:										
Task 1 Pay Per Deliverable Cost									\$0.00	
Subtask 2.1 Pay Per Deliverable Cost									\$0.00	
Subtask 2.2 Pay Per Deliverable Cost									\$0.00	
Task 3 Subtotal (Pay Per Deliverable Cost) * (Number of Estimated Monthly Meetings)									\$0.00	
Subtask 4.1 Pay Per Deliverable Cost									\$0.00	
Subtask 4.2 Pay Per Deliverable Cost									\$0.00	

Task 5 Pay Per Deliverable Cost	\$0.00
<b>Grand Total</b>	<b>\$0.00</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: \_\_\_\_\_

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

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

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

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

City, State Zip: \_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Attachment D - Proposal Scoring Sheet**  
**Rural Infrastructure Zero Waste Plan, DRR24010**

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

**Proposer must achieve at least 61 points from Categories A-D in order to qualify for further consideration.**

Category	Score	Multiplier	Total Score
<b>A. Overall approach and organization (15 pts. max.)</b>			
1) Format of Proposal (0-3 Points)		1	
2) Overall approach and understanding of problems, issues and required tasks (0-3 Points) Assign 0 or 1 point if the Proposer only restates or paraphrases information in the RFP		2	
3) Addresses all items in RFP (0-3 Points) Assign 0 or 1 point if the Proposer only restates or paraphrases information in the RFP		1	
4) Clarity of Proposal (0-3 Points)		1	
<b>B. Methodology (36 pts. max.)</b>			
1) Soundness of proposed methodology. Do the steps taken, to gather and analyze the data, make sense? (0-3 Points)		3	
2) Justification of proposed methodology to meet goals of the contract (0-3 Points)		3	
3) Feasibility of Study Design and schedule (0-3 Points)		3	
4) Potential to conform to the United States Paperwork Reduction Act ( <a href="https://pra.digital.gov/">https://pra.digital.gov/</a> ) (0-3 Points)		3	
<b>C. Qualifications/Resources (27 pts. max.)</b>			
1) Assigned staff's knowledge and educational background of the particular project involved (e.g., zero waste and circular economy principles and objectives, and related challenges, benefits, and solutions, especially on a large-scale and/or specific to California). Specific examples provided. (0-3 Points)		3	
2) Assigned staff's experience and background in similar projects (e.g., waste-related gap analyses and evaluations, zero waste plans, waste-related economic analyses). Specific examples provided. (0-3 Points)		3	
3) Experience in dealing with missing or incomplete information, including from sources that are difficult/resistant to providing requested documentation. Specific examples provided. (0-3 Points)		2	
4) Abilities of assigned staff to conduct the necessary research with proficiency and accuracy and without omission (0-3 Points)		1	

<b>D. Past Work References may be consulted (9 pts. max.)</b>			
1) Similarity between previous projects and the project contained in this RFP (0-3 Points)		1	
2) The success (including level of completion) of past projects and any related work record (0-3 Points)		2	
<b>A-D Subtotal (Max 87 Points) (Minimum 61 points to qualify)</b>			
<b>Cost Points (Max 37 Points) (30% of total)</b>			
<b>Total Points (124 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 DRR24010	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: August TBD, 2024 or Upon DGS Approval, whichever is later				
THROUGH DATE: July 31, 2025				
3. The maximum amount of this Agreement is: \$370,178.00. (Three hundred seventy thousand one hundred seventy-eight 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			04/2017 Online
Exhibit D	Special Terms and Conditions			
	Attachment 1, Recycled Content Certification			
<b><u>Exhibit E</u></b>	<b><u>Contract Provisions for Non-Federal Entity Contracts Under Federal Awards</u></b>			
<b><u>Exhibit E**</u></b> <b><u>Exhibit F**</u></b>	Request for Proposals, Secondary (RFP), DRR24010			
<b><u>Exhibit F**</u></b> <b><u>Exhibit G**</u></b>	Proposal from TBD, in response to RFP, DRR24010 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		

STATE OF CALIFORNIA-DEPARTMENT OF GENERAL SERVICES <b>STANDARD AGREEMENT</b> STD 213 (Rev. 04/2020)		AGREEMENT NUMBER DRR24010		PURCHASING AUTHORITY NUMBER (If Applicable)	
CONTRACTOR AUTHORIZED SIGNATURE			DATE SIGNED		
<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: Javier Garcia  
Phone: (916) 341-6213  
Email: [javier.garcia@calrecycle.ca.gov](mailto:javier.garcia@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

- A. In accordance with the provisions of Assembly Bill (AB) 101, the Budget Act of 2023 (Ting), CalRecycle is required to develop and implement a Statewide Zero Waste Plan. This Contract is one component of a broader effort to develop a comprehensive statewide Zero Waste Plan that will move California from a single-use economy to a fully circular and zero waste economy.

4. Work To Be Performed

- A. The Contractor shall execute its approved Study Design to:

- 1) Examine current waste and materials management practices and local government resources in rural counties in California; and
- 2) Engage with disadvantaged communities in the rural counties to better understand the needs specific to the local economies, geography, and demographics

- B. The Contractor shall produce a Final Report specific to waste and materials management in rural counties in California that includes all of the following:

- 1) Examination of current material flows and waste and materials management infrastructure, including existing challenges;
- 2) Review of existing public resources, programs, and ordinances related to zero waste and materials management;

- 3) Determination of specific challenges and needs of local residents throughout rural counties and disadvantaged communities within rural counties;
  - 4) Analysis of local economies and waste and materials management;
  - 5) Assessment of the feasibility of implementing common zero waste strategies in rural counties; and
  - 6) Recommendations for methodologies for measuring progress and success towards zero waste, policy development, funding structures through grants and loans, public program implementation at the state and local level, and needs for innovation and development in the private sector.
- C. The Contractor may collaborate with other contractors and subcontractors working on related CalRecycle contracts. These Contracts may include the Zero Waste Plan, the Public Education and Change Campaign for the Circular Economy and Zero Waste, and various SB 54 Needs Assessment studies.
- 1) CalRecycle will facilitate all communication between the Contractor and other Contractors or subcontractors. The Contractor shall only meet with other contractors or subcontractors if CalRecycle is present.
  - 2) The Contractor shall include CalRecycle in all communication with other contractors or subcontractors. The Contractor shall not do any work directed by other contractors or subcontractors unless instructed to do so by CalRecycle.

## 5. General Requirements

- A. The Contractor shall complete all tasks identified within the required timeframe and to the specifications of the proposed Study Design to successfully satisfy the terms of the Contract.
- B. This is a “Pay-per-Deliverable” contract. Individual deliverables that do not meet the contractual requirements specified in the Contract will not be paid at full cost. The “Pay-per-Deliverable” structure is detailed in Appendix A, Table 1.
- C. The Contractor shall maintain open and consistent communication with CalRecycle’s Contract Manager and other CalRecycle staff identified by the Contract Manager throughout the contract period. The Contract Manager shall establish a regular meeting schedule with the Contractor from the beginning of the Contract, as detailed in Task 3, below.
- D. Based on Federal funding requirements, the Contractor shall collect information required to complete tasks using methods that do not require approval through the United States Paperwork Reduction Act <https://pra.digital.gov/>.

## 6. Task Identified

### A. Task 1: Initial meeting(s) with CalRecycle

- 1) Within three (3) calendar days of contract approval, the Contractor in consultation with CalRecycle’s Contract Manager shall determine whether the kick-off meeting will be in person or hosted virtually via a mutually agreed upon platform.
- 2) The Contractor shall, within seven (7) calendar days of the contract’s execution, meet with CalRecycle’s Contract Manager (Contract Manager) and support staff, as determined in Task 1.A.1 to review the contract and its corresponding proposal, discuss the Quality Assurance

Project Plan, discuss logistical details, and make any necessary refinements to the Study Design as presented in the Proposal.

- 3) The Contractor shall submit agenda and meeting notes to the CalRecycle Contract Manager within five (5) calendar days of the meeting, including any refinements to the Study Design discussed at the initial meeting.
    - a. Within five (5) calendar days of receipt of the agenda and meeting notes, the CalRecycle Contract Manager will review the agenda and meeting notes, including refinements to the Study Design, and approve the notes or provide revisions.
    - b. The Contractor shall make the required changes, if any, and submit to the Contract Manager within seven (7) calendar days of receiving the edits.
  - 4) The Contractor shall submit all agenda and meeting notes and deliverables as outlined above. If agenda, meeting notes and deliverables are not received by the CalRecycle Contract Manager within the dates described above (Task 1, 1-3), the CalRecycle Contract Manager shall notify the Contractor in writing that no work on subsequent tasks shall commence until Task 1 is complete. Then, the Contractor's remedial options are as follows:
    - a. The Contractor may correct and resubmit required deliverables more than seven (7) calendar days after CalRecycle's initial notice, and with more than thirty (30) calendar days before the contract ends, the agenda and meeting notes are eligible for 90 percent of the Task 1 price and the Contractor shall be instructed to invoice CalRecycle accordingly.
    - b. CalRecycle may take up to fourteen (14) calendar days to review the resubmitted agenda and meeting notes.
    - c. If required deliverables are corrected and resubmitted at or less than thirty (30) calendar days before the contract ends, they will be deemed "incomplete" and is not eligible for payment.
- B. Task 2: Submittal of Quality Assurance Project Plan and Data Collection, Validation, and Analysis
- 1) Subtask 2.1: Submittal of Quality Assurance Project Plan (QAPP)
    - a. The Contractor shall submit the Quality Assurance Project Plan (QAPP) within fifteen (15) calendar days of the initial meeting. A template for the Quality Assurance Plan is provided as Appendix 2. At a minimum, the QAPP should include:
      1. How any newly collected data will be in compliance with the United States Paperwork Reduction Act.
      2. Descriptions of knowledge this contract aims to generate, including a proposed method for data collection, a description of the data to be collected, and analyzed; and
      3. Quality control measures that will be in place to ensure that newly collected and existing data is correct, verifiable, and valid to be considered.
    - b. Upon receipt of the QAPP, the CalRecycle Contract Manager will forward it to the US EPA for further informal review. This process may take up to thirty (30) calendar days.
    - c. After informal review, the Contractor shall submit the revised QAPP to the CalRecycle Contract Manager within fifteen (15) calendar days.

- d. Following acceptance of any changes, the QAPP will be submitted to the US EPA. A formal review period of up to sixty (60) days will then commence. Upon completion of formal review of the revised QAPP, the CalRecycle Contract Manager may grant written approval of the QAPP.
  - 1. If the US EPA determines further changes are required on the QAPP after the sixty (60) calendar day review period, the QAPP will be deemed “incomplete” by the CalRecycle Contract Manager, then the Contractor’s remedial options are as follows:
    - i. After this period, the Contractor will receive feedback to incorporate into their QAPP.
    - ii. The Contractor shall submit additional changes to the CalRecycle Contract Manager within fifteen (15) calendar days of receiving feedback from the US EPA.
    - iii. The QAPP will then be submitted to the US EPA for an additional period of formal review that may take up to sixty (60) calendar days.
      - If the QAPP is approved, by the US EPA, the QAPP is eligible for 50 percent of the Task 2 subtask 1 price and the Contractor shall be instructed to invoice CalRecycle accordingly.
      - If QAPP is not resubmitted or is not approved by the US EPA after the second round of formal review then, it will be deemed “incomplete” and is not eligible for payment.

2) Subtask 2.2: Data Collection, Validation, and Analysis

- a. Upon completion of the second round of formal review of the revised QAPP, the CalRecycle Contract Manager may grant written approval of the QAPP.
- b. No data collection shall commence on subsequent tasks without the CalRecycle Contract Manager’s written approval of the QAPP.
- c. The Contractor shall finish all data collection, validation, and analysis as proposed in the QAPP at least one hundred and twenty (120) calendar days before the contract end date.
- d. The Contractor shall adhere to the plan established in the QAPP to verify in coordination with the CalRecycle Contract Manager the completion of data collection, validation, and analysis.
- e. If Data Collection, Validation, and Analysis is deemed “incomplete” by the CalRecycle Contract Manager, then the Contractor’s remedial options are as follows:
  - 1. Correct all identified issues and complete the Data Collection, Validation, and Analysis within fifteen (15) calendar days of receiving notice of an issue from CalRecycle. If approved, the corrected Data Collection, Validation, and Analysis is eligible for 100 percent the sub task price and the Contractor shall be instructed to invoice CalRecycle accordingly.
  - 2. If Data Collection, Validation, and Analysis is corrected and resubmitted more than fifteen (15) calendar days after CalRecycle’s initial notice, and with more than sixty (60) calendar days before the contract ends, the Data Collection, Validation, and Analysis is

eligible for 80 percent of the Task 2 price and the Contractor shall be instructed to invoice CalRecycle accordingly.

3. CalRecycle may take up to fourteen (14) calendar days to review resubmitted data.

- f. The CalRecycle Contract Manager shall deem deliverables incomplete if they are submitted or not received at or less than sixty (60) calendar days before the contract's end date and are not eligible for any payment.

C. Task 3: Regular and Ad Hoc meetings with CalRecycle

- 1) The Contractor shall plan, coordinate, and attend regular teleconference meetings to discuss logistics, acquired data, and any other relevant topics. These meetings shall occur no less frequently than every three (3) months after contract execution.
- 2) The Contractor shall submit to the CalRecycle Contract Manager a meeting agenda and topics to be discussed at least seven (7) calendar days before the regular meeting. The CalRecycle Contract Manager shall review the agenda and respond to the Contractor with any changes within two (2) calendar days of receipt. If this falls on a holiday, additional calendar days will be allowed, based on the number of holiday days.
- 3) The Contractor shall provide written meeting minutes to the CalRecycle Contract Manager within seven (7) calendar days after the occurrence of each meeting. The CalRecycle Contract Manager shall review the meeting minutes and submit any changes to the Contractor within seven (7) calendar days of having received the minutes from the Contractor. The Contractor shall make the identified changes and resubmit the meeting minutes to the CalRecycle Contract Manager within seven (7) calendar days of having received the requested changes request.
- 4) The Contractor shall submit all agenda and meeting notes as outlined above. If agenda and meeting notes are not received by the CalRecycle Contract Manager within the dates described above, the CalRecycle Contract Manager shall notify the Contractor in writing. Then, the Contractor's remedial options are as follows:
  - a. Correct all identified issues and resubmit the deliverables within seven (7) calendar days of receiving notice of an issue from CalRecycle (beyond the specified time requirements in Task 2). If approved, the meeting is eligible for 90 percent of the cost per meeting and the Contractor shall be instructed to invoice CalRecycle accordingly.
  - b. If meeting deliverables are corrected and resubmitted over seven (7) calendar days of receiving notice from CalRecycle, it will be deemed "incomplete" and is not eligible for payment.
- 5) Monthly meetings may only be canceled or rescheduled upon mutual agreement between the CalRecycle Contract Manager and the Contractor. The Contractor shall submit requests to cancel or reschedule monthly meetings to the CalRecycle Contract Manager via email within seven (7) calendar days prior to the scheduled meeting.
- 6) The CalRecycle Contract Manager and the Contractor may schedule Ad Hoc meetings as mutually agreed upon. Any Ad Hoc meetings shall be held to the same requirements as detailed in items 2, 3, and 4 of Task 3.

D. Task 4: Submittal of Project Progress Report, and Draft Report

1. Subtask 4.1 Project Progress Report

- a. The Contractor shall provide a progress report six (6) months from the date of execution of the contract that summarizes the Contract status and pertinent issues, progress made, work done, work pending, any deviation from the Study Design, and a detailed explanation for the deviation.
- b. The Contractor shall implement quality assurance and quality control (QA/QC) measures in accordance with the approved Quality Assurance Project Plan.
- c. The Contractor shall follow all QA/QC measures in their plan to verify the data. If the data is existing data, the Contractor shall ensure the data is from a reliable and trusted source by coordinating with CalRecycle staff.
- d. Incomplete progress report shall be rejected by CalRecycle in writing with an explanation of the issues. Then, the Contractor's remedial options are as follows:
  1. Correct all identified issues and resubmit the progress report within seven (7) calendar days of receiving notice of an issue from CalRecycle (beyond the specified time requirements in Task 4). If approved, the progress report is eligible for 90 percent of the cost per progress report and the Contractor shall be instructed to invoice CalRecycle accordingly.
  2. If the progress report is corrected and resubmitted over seven (7) calendar days of receiving notice from CalRecycle, it will be deemed "incomplete" and is not eligible for payment.

## 2. Subtask 4.2 Draft Report

- a. The Contractor shall submit a draft report and work through the review process with the CalRecycle Contract Manager to synthesize a comprehensive draft report at least seventy-five (75) days before the contract end date that fulfills the required actions of the Work to be Performed. The report shall contain recommendations for viable actions, policies, or incentive structures that could be implemented by the state in order to achieve zero waste, with a specific focus on rural counties in California. The draft report shall include:
  1. Summary of the current state of disposal and recycling (including in-state processing and remanufacturing end markets).
  2. Recommendations that address financial, educational, socioeconomic, cultural, or regulatory barriers to source reduction and reuse strategies, and funding and other needed actions to successfully implement source reduction and reuse recommendations.
  3. Priority areas for working towards zero waste goals in rural counties in California, covering the perspectives of greenhouse gas emissions, economic vitality and circular economy development, public education, and cultural norms, as well as environmental justice and health pertaining to rural counties. This topic will also highlight priorities expressed by residents, businesses, and local governments.
  4. Proposed state-level strategies for addressing priority areas, including policy recommendations, funding structures, and programmatic schemes. This may also include the identification of critical whitespace in the growing circular economy, where policy may facilitate investment and development in technology and infrastructure aimed at enhancing material circularity.

5. Special regional considerations, particularly with respect to disadvantaged communities in rural counties across the state.
6. Current and recommended methodologies to be applied at the local and state level to track progress towards zero waste goals.
7. In conducting the analyses and drafting the final report, the Contractor shall consider the following:
  - i. The waste and materials management hierarchy as developed by the US Environmental Protection Agency, prioritizing source reduction and reuse.
  - ii. The focus of the report will be on rural counties within the state, which are defined as those with 70,000 or fewer residents (Section 42649.8(h) of the Public Resource Code (2021)), accounting for approximately 595,000 residents and 1.5 percent of the state's population. These counties also include a total of 34 Tribal Nations throughout the state.
8. For the purposes of this Contract, disadvantaged communities will be defined as they are according to the Climate and Economic Justice Screening Tool (<https://screeningtool.geoplatform.gov/>). With the exception of Sierra, rural counties identified in this contract that are partially or wholly designated as disadvantaged communities will result in approximately 274,410 disadvantaged Californians to be assessed. Additionally, the Contractor may propose use of the California Communities Environmental Health Screening Tool ([CalEnviroScreen](#)) to assess communities impacted by negative environmental effects within the state of California where relevant.
  - i. The CalRecycle Contract Manager will initially review the draft report and, if necessary, submit any changes to the Contractor within fifteen (15) calendar days of having received the draft report from the Contractor.
  - b. The Contractor shall make the appropriate changes and resubmit the report to the CalRecycle Contract Manager within fifteen (15) calendar days of having received the requested changes from the Contract Manager.
  - c. If necessary, the CalRecycle Contract Manager will review the report for up to one (1) more review cycle and submit any necessary changes to the Contractor within seven (7) calendar days.
  - d. This process must be completed at least seventy-five (75) calendar days before the contract end date.
  - e. If the Draft Report is not submitted or if it is deemed incomplete by the CalRecycle Contract Manager after three (3) rounds of review, it will be deemed "incomplete" and is not eligible for payment.

#### E. Task 5: Final Report

1. The draft report becomes the Final Report once the CalRecycle Contract Manager declares, in writing, that no other changes are required to the Draft Report.
2. The Final Report is only complete after the CalRecycle Contract Manager declares, in writing, that no other changes are required to the Final Report.

3. This submission must be complete at least thirty (30) calendar days before the contract end date (July 31, 2025).

## 7. Contract/Task Time Frame

The Contract is estimated to begin July 2024 and end July 31, 2025.

Task Number	Task Description	Start Date	End Date
Task 1	Initial meeting(s) with CalRecycle	Date of Contract execution (July 2024)	Within fifteen (15) calendar days of contract execution
Task 2.1	Submittal of Quality Assurance Project Plan	Date of initial meeting	Within fifteen (15) calendar days of initial meeting
Task 2.2	Data Collection, Validation, and Analysis	Upon approval of Quality Assurance Project Plan by CalRecycle contract manager	At least one hundred and twenty (120) calendar days before the contract end date (July 31, 2025).
Task 3	Regular meetings and additional meetings throughout the contract	Date of Contract execution (July 2024)	Contract end date (July 31, 2025)
Task 4.1	Submittal of Project Progress Report	Upon approval of Quality Assurance Project Plan	Six (6) months from the date of execution of the contract.
Task 4.2	Draft Report	Ongoing	At least seventy-five (75) calendar days before the contract end date (July 31, 2025).
Task 5	Final Report	Upon approval of the Draft Report	At least thirty (30) calendar days before the contract end date (July 31, 2025).

## 8. Location of Services

Services will be representative of the nineteen counties deemed to be rural by the guidelines in Task 4.3 **Subtask 4.2(a)(7)(ii)**, pending final approval from the CalRecycle Contract Manager. This includes the counties of Alpine, Amador, Calaveras, Colusa, Del Norte, Glenn, Inyo, Lake, Lassen, Mariposa, Modoc, Mono, Plumas, San Benito, Sierra, Siskiyou, Tehama, Trinity, and Tuolumne. The location for meetings with the CalRecycle Contract Manager will be determined by the Contract Manager.



Meetings will be held via teleconference, at the Sacramento Environmental Protection Agency Headquarters (1001 I Street, Sacramento, CA 95814), or by other appropriate means such as webinar.

## 9. Control of Work

- A. The CalRecycle 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 CalRecycle 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 CalRecycle Contract Manager. The CalRecycle 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, CalRecycle Contract Manager approval is required.

## 10. Pay Per-Deliverable Structure

Appendix A, Table 1. Pay-per-Deliverable Structure:

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
Task 1 – Initial meeting with CalRecycle <ul style="list-style-type: none"> <li>• Within three (3) calendar days of contract approval, the Contractor in consultation with CalRecycle's Contract Manager shall determine whether the kick-off meeting will be in person or hosted</li> </ul>	The Contractor's compensation for this deliverable, includes all work performed as part of Task 1. <ul style="list-style-type: none"> <li>• 100 percent of the proposed Task 1 costs will be paid if the agenda and meeting notes are deemed "complete" by the CalRecycle Contract Manager.</li> <li>• If agenda and meeting notes are deemed "incomplete" by the CalRecycle Contract Manager,</li> </ul>	10%

Tasks	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
<p>virtually via a mutually agreed upon platform.</p> <ul style="list-style-type: none"> <li>• Within seven (7) calendar days of contract approval, the Contractor shall meet, as determined in Task 1.A.1, in-person or virtually with CalRecycle's Contract Manager (Contract Manager).</li> </ul> <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,</li> <li>• Meeting notes are submitted as described in Task 1, and</li> </ul> <p>A meeting is considered "incomplete" if any of the above two conditions are not met.</p>	<p>then the Contractor's remedial options are as follows:</p> <ul style="list-style-type: none"> <li>○ Correct all identified issues and resubmit the agenda and meeting notes within seven (7) calendar days of receiving notice of an issue from CalRecycle. If approved, the corrected agenda and meeting notes are eligible for 100 percent compensation of the Task 1 price. Contractor shall be instructed to invoice CalRecycle accordingly.</li> <li>○ If agenda and meeting notes are corrected and resubmitted more than seven (7) calendar days after CalRecycle's initial notice, and with more than thirty (30) calendar days before the contract ends, the agenda and meeting notes are eligible for 90 percent of the Task 1 price and the Contractor shall be instructed to invoice CalRecycle accordingly. CalRecycle may take up to fourteen (14) calendar days to review the resubmitted agenda and meeting notes.</li> <li>○ If the agenda and meeting notes are corrected and resubmitted at or less than thirty (30) calendar</li> </ul>	

Tasks	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
	<p>days before the contract ends, they will be deemed “incomplete” and is not eligible for payment.</p> <ul style="list-style-type: none"> <li>○ If agenda and meeting notes. are not resubmitted, they will be deemed “incomplete” and is not eligible for payment.</li> <li>○</li> </ul> <p>The Contractor must indicate the cost for the initial meeting and associated deliverables in their proposal (\$/meeting).</p> <p>This task is not to exceed 10 percent of the budget.</p>	
<p>Task 2 - Submittal of Quality Assurance Project Plan (QAPP) and Data Collection, Validation, and Analysis</p> <p>The Submittal of QAPP and Data Collection, Validation, and Analysis is considered “complete” only if:</p> <ul style="list-style-type: none"> <li>• QAPP is submitted and meets the QAPP criteria set forth and approved by the US EPA.</li> <li>• The work described in the QAPP for Data Collection, Validation, and Analysis is completed at least one hundred and twenty (120) calendar days before the contract end date.</li> </ul>	<p>The Contractor’s compensation for this deliverable will be allocated for each completed subtask performed as part of Task 2.</p> <p>Subtask 2.1: Submittal of Quality Assurance Project Plan (QAPP)</p> <ul style="list-style-type: none"> <li>• 100 percent of the proposed subtask 2.1 cost will be paid if the QAPP is deemed “complete” by the CalRecycle Contract Manager.</li> <li>○ Upon receipt of the QAPP, the CalRecycle Contract Manager shall forward it to the US EPA for further informal review. This process may take up to thirty (30) calendar days. After this period, the Contractor</li> </ul>	50%

Tasks	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
<p>This deliverable is considered “incomplete” if the conditions above are not met.</p>	<p>will receive feedback to incorporate into their QAPP.</p> <ul style="list-style-type: none"> <li>○ The Contractor shall submit additional changes to the CalRecycle Contract Manager within fifteen (15) calendar days of receiving feedback from the US EPA.</li> <li>○ The QAPP will then be submitted to the US EPA for a period of formal review that may take up to sixty (60) calendar days.</li> <li>○ After this review, if modifications are approved by the CalRecycle Contract Manager, the QAPP is eligible for 100 percent of the Task 2 subtask 1 price and the Contractor shall be instructed to invoice CalRecycle accordingly.</li> </ul> <ul style="list-style-type: none"> <li>● If the US EPA determines further changes are required on the QAPP after the sixty (60) calendar day review period, the QAPP will be deemed “incomplete” by the CalRecycle Contract Manager, then the Contractor’s remedial options are as follows: <ul style="list-style-type: none"> <li>○ After this period, the Contractor will receive feedback to incorporate into their QAPP.</li> </ul> </li> </ul>	

Tasks	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
	<ul style="list-style-type: none"> <li>○ The Contractor shall submit additional changes to the CalRecycle Contract Manager within fifteen (15) calendar days of receiving feedback from the US EPA.</li> <li>○ The QAPP will then be submitted to the US EPA for an additional period of formal review that may take up to sixty (60) calendar days.</li> <li>○ If the QAPP is approved, by the US EPA, the QAPP is eligible for 50 percent of the Task 2 subtask 1 price and the Contractor shall be instructed to invoice CalRecycle accordingly.</li> <li>○ If QAPP is not resubmitted or is not approved by the US EPA after the second round of formal review then, it will be deemed “incomplete” and is not eligible for payment.</li> </ul> <p>Subtask 2.1 Submittal of Quality Assurance Project Plan (QAPP) is not to exceed 10 percent of the budget. The Contractor must indicate the cost for the deliverable(s) in their proposal (\$/deliverable).</p> <p>Subtask 2.2: Data Collection, Validation, and Analysis</p>	

Tasks	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
	<ul style="list-style-type: none"> <li>• 100% of the proposed subtask 2.2 cost for Data Collection, Validation, and Analysis will be paid if it is deemed complete by the CalRecycle Contract Manager.</li> <li>• If Data Collection, Validation, and Analysis is deemed “incomplete” by the CalRecycle Contract Manager, then the Contractor’s remedial options are as follows:               <ul style="list-style-type: none"> <li>○ Correct all identified issues and complete the Data Collection, Validation, and Analysis within fifteen (15) calendar days of receiving notice of an issue from CalRecycle. If approved, the corrected Data Collection, Validation, and Analysis is eligible for 100 percent the sub task price and the Contractor shall be instructed to invoice CalRecycle accordingly.</li> <li>○ If Data Collection, Validation, and Analysis is corrected and resubmitted more than fifteen (15) calendar days after CalRecycle’s initial notice, and with more than sixty (60) calendar days before the contract ends, the Data Collection, Validation, and Analysis is eligible for 80 percent of the Task 2 price and the</li> </ul> </li> </ul>	

Tasks	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
	<p>Contractor shall be instructed to invoice CalRecycle accordingly. CalRecycle may take up to fourteen (14) calendar days to review resubmitted data.</p> <ul style="list-style-type: none"> <li>○ If Data Collection, Validation, and Analysis is corrected and resubmitted at or less than sixty (60) calendar days before the contract ends, it will be deemed “incomplete” and is not eligible for payment.</li> <li>○ If Data Collection, Validation, and Analysis is not resubmitted, it will be deemed “incomplete” and is not eligible for payment.</li> </ul> <p>Subtask 2.2: Data Collection, Validation, and Analysis subtask is not to exceed 40 percent of the budget. The Contractor must indicate the cost for the deliverable(s) in their proposal (\$/deliverable).</p> <p>The total costs for this task are not to exceed 50 percent of the budget.</p>	
<p>Task 3 – Regular 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 3, and</li> </ul>	<p>The Contractor’s compensation for this deliverable, includes all work performed as part of Task 3.</p> <ul style="list-style-type: none"> <li>• For a “complete” meeting, 100 percent of the proposed Task 3 costs will be paid.</li> </ul>	5%

Tasks	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
<p>• Meeting minutes are submitted as described in Task 3.</p> <p>A meeting is considered “incomplete” if either of the above two conditions are not met before the next meeting.</p>	<ul style="list-style-type: none"> <li>• For an “incomplete” meeting, the Contractor’s remedial options are as follows:               <ul style="list-style-type: none"> <li>○ Correct all identified issues and resubmit the deliverables within seven (7) calendar days of receiving notice of an issue from CalRecycle (beyond the specified time requirements in Task 2). If approved, the meeting is eligible for 90 percent of the cost per meeting and the Contractor shall be instructed to invoice CalRecycle accordingly.</li> <li>○ If meeting deliverables are corrected and resubmitted over seven (7) calendar days of receiving notice from CalRecycle, it will be deemed “incomplete” and is not eligible for payment.</li> </ul> </li> <li>• If deliverables are not resubmitted, the meeting will be deemed “incomplete” and is not eligible for payment.</li> <li>• Zero (0) percent will be paid for deliverables that are not “complete” as defined.</li> </ul> <p>The Contractor must indicate the cost for the initial meeting and associated deliverables in their proposal (\$/meeting). If an Ad hoc meeting is necessary, no additional compensation will be provided.</p>	



Tasks	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
	This task is not to exceed 5 percent of the budget.	
<p>Task 4 - Submittal of Project Progress Report and Draft Report</p> <p>Submittal of Project Progress Report, and Draft Report is considered “complete” only if:</p> <ul style="list-style-type: none"> <li>• Submittal of Project Progress Report six (6) months after execution of the contract with the following required components: <ul style="list-style-type: none"> <li>• Pertinent issues</li> <li>• Progress made</li> <li>• Work done</li> <li>• Work pending</li> <li>• Any deviation from the Study Design, and a detailed explanation for the deviation.</li> </ul> </li> <li>• Submittal of Draft Report with the required components described in Task 4 (5) in the Scope of Work.</li> </ul> <p>This deliverable is considered “incomplete” if the condition above is not met.</p>	<p>The Contractor’s compensation for this deliverable, will be allocated for each completed subtask performed as part of Task 4.</p> <p>Subtask 4.1: Submittal of Project Progress Report</p> <ul style="list-style-type: none"> <li>• 100 percent of the proposed subtask 4.1 cost will be paid upon Submittal of Project Progress Report if it is deemed complete by the CalRecycle contract manager:</li> <li>• For an “incomplete” progress report, the Contractor’s remedial options are as follows: <ul style="list-style-type: none"> <li>○ Correct all identified issues and resubmit the progress report within seven (7) calendar days of receiving notice of an issue from CalRecycle (beyond the specified time requirements in Task 4). If approved, the progress report is eligible for 90 percent of the cost per progress report and the Contractor shall be instructed to invoice CalRecycle accordingly.</li> <li>○ If the progress report is corrected and resubmitted over seven (7) calendar days of receiving notice from CalRecycle, it will be deemed “incomplete”</li> </ul> </li> </ul>	25%

Tasks	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
	<p>and is not eligible for payment.</p> <ul style="list-style-type: none"> <li>• If the progress report is not resubmitted, the meeting will be deemed “incomplete” and is not eligible for payment.</li> <li>• Zero (0) percent will be paid for deliverables that are not “complete” as defined.</li> </ul> <p>Subtask 4.1: Submittal of the Project Progress Report is not to exceed five (5) percent of the budget.</p> <p>Subtask 4.2: Submittal of the Draft Report</p> <ul style="list-style-type: none"> <li>• Submittal of the Draft Report will be 100% complete if it sufficiently addresses the required points as determined by the CalRecycle Contract Manager. This initial review will occur within fifteen (15) calendar days of having received the draft report from the contractor.</li> <li>• If Submittal of the Draft Report is deemed “incomplete” by the CalRecycle Contract Manager, then the Contractor’s remedial options are as follows: <ul style="list-style-type: none"> <li>○ Correct all identified issues and submit the Draft Report within fifteen (15) calendar days of receiving requested changes from the CalRecycle Contract Manager. If approved, the corrected Draft</li> </ul> </li> </ul>	

Tasks	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
	<p>Report is eligible for 100 percent the sub task price and the Contractor shall be instructed to invoice CalRecycle accordingly.</p> <ul style="list-style-type: none"> <li>○ If necessary, the CalRecycle Contract Manager will review the report up to one (1) additional time and submit any necessary changes to the Contractor within seven (7) calendar days of receiving the revised Draft Report. The revised Draft report will be submitted within fifteen (15) calendar days of receiving requested changes from the CalRecycle Contract Manager. If approved, the corrected Draft Report is eligible for 100 percent the sub task price and the Contractor shall be instructed to invoice CalRecycle accordingly.</li> <li>○ If the Draft Report, is not submitted or if it is deemed incomplete by the CalRecycle Contract Manager after three (3) rounds of review, it will be deemed “incomplete” and is not eligible for payment.</li> </ul>	

Tasks	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
	<p>Subtask 4.2: Submittal of the Draft Report subtask is not to exceed 20 percent of the budget.</p> <p>The Contractor must indicate the cost for the deliverable in their proposal (\$/deliverable).</p> <p>In total, this task is not to exceed 25 percent of the budget.</p>	
<p><b>Task 5 - Final Report</b></p> <p>The final report is considered “complete” only if:</p> <ul style="list-style-type: none"> <li>• A final report is submitted</li> <li>• The CalRecycle Contract Manager has declared in writing that no other changes are required to the final report.</li> </ul> <p>This deliverable is considered “incomplete” if either of the conditions above are not met.</p>	<p>The Contractor’s compensation for this deliverable, includes all work performed as part of Task 5.</p> <ul style="list-style-type: none"> <li>• 100 percent if the final report is deemed “complete” by the CalRecycle Contract Manager.</li> <li>• If final report is deemed “incomplete” by the CalRecycle Contract Manager it will be deemed “incomplete” and is not eligible for payment.</li> </ul> <p>The Contractor must indicate the cost for the deliverable in their proposal (\$/deliverable).</p> <p>This task is not to exceed 10 percent of the budget.</p>	10%

# QUALITY ASSURANCE PROJECT PLAN

PROJECT TITLE HERE

PREPARED FOR

Grantee name here

MONTH, YEAR

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**QAPP Distribution List**

PO Name

U.S. Environmental Protection Agency

PO email

Grantee distribution list here

**APPROVAL FORM:** PROJECT NAME HERE

**Prepared For:** GRANTEE NAME

**Prepared By:**

**APPROVED BY:**

\_\_\_\_\_  
GRANTEE NAME

\_\_\_\_\_  
Date

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GRANTEE NAME

\_\_\_\_\_  
Date

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GRANTEE NAME

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Date

\_\_\_\_\_  
PO NAME

\_\_\_\_\_  
Date

\_\_\_\_\_  
Audrey L. Johnson, U.S. Environmental Protection Agency  
Regional Quality Assurance Manager

\_\_\_\_\_  
Date



## 1.0 Introduction

This Quality Assurance Project Plan (QAPP) is to be used to perform an [PROJECT NAME/TYPE] that is a component of the feasibility analysis of the proposed microgrid and renewable energy project at ---. The O2E study task is the recipient of a U.S. Environmental Protection Agency (EPA) Region 9 grant. The feasibility analysis is being conducted by \_\_\_\_\_.

In a staff liaison role, \_\_\_\_\_ has requested that \_\_\_\_\_ prepare the QAPP. The QAPP will be used in conjunction with work planning documents prepared by GHD to establish consistent procedures.

The typical purpose of a comprehensive QAPP is to obtain data that are scientifically and legally defensible and to achieve the levels of precision and accuracy specified by the data quality goals with a minimal expenditure of resources.

This QAPP describes the project organization, quality assurance objectives, field investigation procedures, documentation procedures, and quality assurance/quality control (QA/QC) activities designed to achieve the data quality goals of environmental monitoring and measurement efforts. This plan is based on U.S. Environmental Protection Agency (EPA) guidelines specified in *Guidance for Quality Assurance Project Plans*, QA/G-5, December 2002.

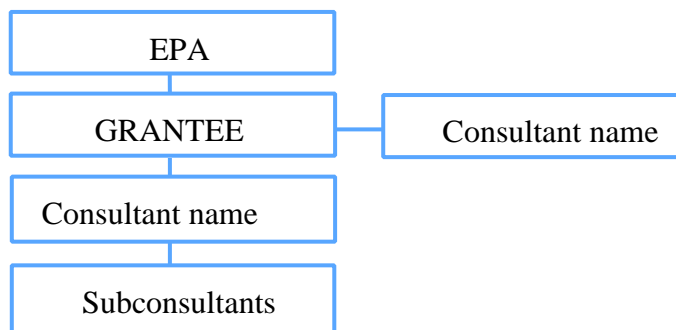
## 2.0 Project Management Elements

### 2.1 PROJECT ORGANIZATION

EPA Region 9 is the regulatory agency in charge of the awarded grant. The EPA management team includes the following:

- Project Manager – PO Name
- Regional Quality Assurance Manager – Audrey Johnson
- The [GRANTEE'S NAME] team includes the following:
- Project Manager – \_\_\_\_\_
- Grants Administrator – \_\_\_\_\_

\_\_\_\_\_, a subconsultant to \_\_\_\_\_, will assist in quantifying and characterizing available waste organics within facility current operations, as well as within a 50-mile radius of the \_\_\_\_\_ facilities. In addition, \_\_\_\_\_, a subconsultant to \_\_\_\_\_, will conduct a high-level market assessment to identify non-disposal options for biosolids that will be generated from the upgraded \_\_\_\_\_ facilities, while also considering other potential byproducts generated from future operations that may have energy or agricultural value or other beneficial use (e.g., biochar). \_\_\_\_\_ will also access its existing relationship with \_\_\_\_\_ to better understand/estimate potential impacts to \_\_\_\_\_ RTP operations resulting from PFAS contamination associated with food waste/waste organics.



The responsibility for successful performance rests primarily with the Project Manager (PM). \_\_\_\_\_'s PM has the responsibility, authority, and accountability for implementing the QAPP for the study. The PM and Subject Matter Experts (SMEs) have the ultimate responsibility for ensuring that all project deliverables meet the QA objectives established for the work, including providing technical direction, evaluation and assessment of existing data relative to project criteria, and managing daily activities of subcontractors and staff members assigned to the project.

### 2.2 PROJECT BACKGROUND

The \_\_\_\_ Regional Treatment Plant began operations in February 1990 and was constructed to bring regional efficiency to the treatment of wastewater, to improve water quality, and to provide cooperative water solutions for the community. The plant uses a multi-step process to remove solids,

pollutants, and harmful bacteria. The facility treats an average of 18 million gallons of wastewater per day (mgd), with capacity of up to 29.6 mgd. The facility serves 250,000 community members and 10 member entities. After primary and secondary wastewater treatment, the secondary effluent meets water quality standards for discharge into the \_\_\_\_\_.

The \_\_\_\_\_ study activities will document relevant baseline operating conditions for each Agency's facilities. The \_\_\_\_\_ project team will review all relevant and available information and collect additional data through Agency interviews to establish estimated baseline operating conditions. With the baseline conditions defined, the project team then assesses the feasibility of the alternative operating scenarios and potential technology solutions.

These frameworks will be developed initially on a unit operation basis (i.e., mass balance) to determine infrastructure requirements. Within these alternative operating scenario frameworks, different technology options will be evaluated. Alternative operating scenarios may include technology options for pre-processing the different organic waste streams, stabilizing and/or recovering energy from those waste streams (e.g., anaerobic digestion [e.g., dedicated and/or co-digestion]; biogas utilization [e.g., electricity; renewable natural gas]; thermal treatment), and for managing treatment system byproducts (e.g., biosolids; biochar).

## **2.3 PROJECT DESCRIPTION**

The project involves a study to evaluate highest and best combined beneficial use of organic wastes and to establish a microgrid to provide reliable energy to power \_\_\_\_\_'s needs. The following scope of work is consistent with the EPA requirements.

The \_\_\_\_\_ study includes the following tasks:

- Quantify and characterize food waste through a desktop study.
- Assess existing infrastructure and processes through a desktop condition assessment and a site visit.
- Determine required digester improvements for accepting food waste.
- Evaluate alternative or hybrid solutions (i.e., co-digestion versus dedicated digestion at \_\_\_\_\_ RTP).
- Conduct a biogas utilization and optimization desktop study.
- Evaluate biosolids management non-disposal alternatives.
- Identify permitting requirements and understand preliminary costs.

The study will be based on existing data that is considered industry standard or best management practice.

The results of each task will be presented as technical memoranda.

## **2.4 QUALITY CONTROL OBJECTIVES**

No physical field data or measurements will be collected as part of the scope of work. Therefore, the quality objectives are related to obtaining sufficient data from reliable and documented sources to complete the desktop study. These data points include but are not necessarily limited to the following:

- Current waste quantities and energy demands.
- Assumptions for estimating future waste quantities and energy demands.
- Waste characteristics based on generator databases.
- Accuracy of existing as-built drawings and equipment information.
- Available performance data for existing anaerobic digester and other relative RTP unit operations.

Execution of the work following the requirements and methodology outlined in this QAPP, as well as other \_\_\_\_\_ documents (i.e., \_\_\_\_\_ Quality Management Program Guidelines), will ensure that quality objectives and performance criteria are met.

## **2.5 SPECIAL TRAINING/CERTIFICATION**

No special training or certifications are anticipated to complete this desktop study.

## **2.6 DOCUMENTS AND RECORDS**

It is the responsibility of the \_\_\_\_\_ Project Manager to ensure that up-to-date work planning documents are being used to execute the work, and that the documents are consistent with current EPA guidance.

The Field Team Leader is responsible for maintaining a copy of work planning documents during any field activities. The Field Team Leader is also responsible for maintaining all field documentation generated during field activities. Associated technical memoranda will include any field documentation as an attachment.

All reports generated will be maintained by [GRANTEE NAME] and stored for a minimum of 10 years.

### 3.0 Data Generation and Acquisition

Proper data generation and acquisition are ensured by using and documenting appropriate methods for sampling, measurement and analysis, data collection or generation, and QC activities outlined in \_\_\_\_'s relevant analytical laboratory Standard Operating Procedures (SOPs) and quality management program. This typically relates to methods or methodology used to collect, handle, and analyze environmental media samples (e.g., air, soil, water, waste); to obtain data from other sources; and manage the data. No physical or real-time data (primary data) are to be collected from the field as part of this desktop study. This study will be based on data collected from \_\_\_\_, publicly available databases, published literature, and leading industry sources for existing data or non-direct measurements. Therefore, this section only applies to existing data.

#### 3.1 NON-DIRECT MEASUREMENTS

All data obtained as part of this project will be from non-direct measurement sources (existing data). \_\_\_\_ will request information from the Agencies to assess relevant existing facility performance and condition. Information may include, but not be limited to facility as-built drawings, design criteria and basis of design information, process design documents and existing design/performance models, and operating/performance data (e.g., SCADA historian data; compliance monitoring and reporting data; process performance monitoring data). \_\_\_\_ will use readily available data provided by the Agencies to facilitate the [PROJECT NAME] study. \_\_\_\_ will first estimate the quantities and characteristics of the organics currently being managed by each Agency as well as establish relevant baseline operating conditions for each Agency facility.

\_\_\_\_ will prepare a request for information to obtain the following existing data and information needed for the \_\_\_\_ study:

- Sources, quantities, and characteristics of waste currently managed and projected estimates.
- Current and projected wastewater flows and loads.
- Current and projected biogas generation and biogas quality (methane content, impurities level, etc.), including current biogas management.
- Current sludge production and energy use, as well as current performance of the anaerobic digesters, including volatile solids destruction and gas production.
- Site layout and available footprint.
- Current and planned operations.

Data will be considered acceptable if obtained from \_\_\_\_\_'s internal databases (e.g., prior project work), a state or federal government source, scientific literature originating from peer-reviewed published data or studies, or from a nationally recognized source. For example, \_\_\_\_ will utilize \_\_\_\_\_'s inventory of waste characterization experience from more than 500 projects conducted across the United States over the last 29 years. The recently completed \_\_\_\_ waste characterization projects for \_\_\_\_\_ will be relevant data used in the study. The input data for the waste characterization study will come from a variety of sources and will be informed by the millions of waste characterization data points collected by \_\_\_\_\_ over the past three decades.

For cities and counties located within 50 miles of the facility, \_\_\_\_\_ will obtain readily available waste disposal/management data. Where data are unavailable, an estimate using available data from similar communities will be crafted. For the residential sector, composition data from communities across the U.S. will be applied to estimate the composition of generated waste.

### **3.2 DATA MANAGEMENT**

Field observations and associated documentation during the site visit will be contained in a field logbook or equivalent method of documentation, which will be maintained in the project file. The sources of non-direct measurements will be clearly documented in the project file and associated technical memoranda. Project data, information and documentation will be stored on the SharePoint site administered by [GRANTEE NAME] and made available to all project team members.

All data obtained will be maintained and stored for a minimum of 10 years.

## 4.0 Assessment and Oversight

The purpose of assessment is to ensure that the QAPP is implemented as prescribed. This QAPP defines activities to be followed that affect the quality of information obtained and thereby helps to ensure that the study's objectives are achieved. The elements for assessing the effectiveness of project implementation and associated QA/QC activities are addressed in the following sections.

### 4.1 ASSESSMENTS AND RESPONSE ACTIONS

As part of a performance and system audit, members of the \_\_\_\_\_ senior review team may conduct a detailed review of project documents. The project team will bring senior \_\_\_\_\_ experts from other regions to provide quality assurance and review of key deliverables. \_\_\_\_\_ subject matter experts will act as QC reviewers for the overall documents prepared as part of the study. Documents based on and including existing data will be reviewed to verify:

- Data are relevant and suitable for project specifications.
- Data meet acceptance criteria specified in this QAPP.
- Sufficient quality control information was obtained on the data.

The review team will issue a report to the Project Manager summarizing the results of the evaluation and recommending corrective actions, if needed. Reports will include a justification of the data and source materials.

The audit team will have the authority for issuing a stop work order if significant deficiencies are identified that could compromise data integrity. With the multitude of tasks to be completed as part of this project, establishing a predetermined schedule of audit activities with the participating personnel is not practicable.

### 4.2 REPORTS TO MANAGEMENT

The [PROJECT NAME] Study reporting will be structured to conform with EPA grant scope of work and reporting requirements. \_\_\_\_\_'s PM will facilitate a quarterly meeting with appropriate project team members to review the QAPP for continued adequacy and effectiveness, and updates as required. Reporting will be described as indicated in Section 2.6.

## 5.0 Data Validation and Usability

Data review, verification, and validation determine whether collected data meet specified criteria and satisfy project objectives. This section is applicable to existing data; no field (primary) data was collected for the project.

### 5.1 DATA REVIEW, VERIFICATION, AND VALIDATION

Within the wastewater treatment plant's operational footprint, historical regulatory compliance reporting data, as well as process performance monitoring data, will be used to develop a mass balance model/tool around relevant unit operations. The mass balance tool will be developed using Microsoft Excel. Estimated performance across each unit operation will be compared to original engineering design criteria/basis of design standards, and where not consistent, estimated performance will be established using engineering experience and judgement informed by industry standards/textbook values. Performance data will be plotted and trended, with percentile values used to establish baseline values for comparison to aforementioned standards and experience.

### 5.2 VERIFICATION AND VALIDATION METHODS

When developing study documents, \_\_\_\_\_ will identify in any calculation the unverified assumptions which require subsequent verification. These unverified assumptions shall be tracked throughout the study and shall be verified and approved when the information is available. For this study and preliminary design work, the unverified assumptions can remain as part of calculations, but must be verified if used for detailed design work.

Data verification will be performed by qualified independent professionals as assigned by \_\_\_\_\_'s Project Manager. After verification, data and calculations will be approved by the PM or their designee. The data verification and validation will confirm the suitability, adequacy, and effectiveness of the information to achieve the study objectives. During check and review, the reviewer will confirm that the information satisfies the following conditions:

- ❖ Input values are reasonable and valid.
- ❖ Has references to applicable industry standards.
- ❖ Unverified assumptions requiring subsequent verification are clearly defined.
- ❖ Values from references are accurate and match the source document.
- ❖ Computations have been performed accurately:
  - For manual or computer-aided calculations, this should include verification of the actual formula used in the calculation is applicable, along with the accuracy of inputs.
  - For software-generated computer runs with hidden formulas, this shall consist of checking the accuracy of inputs and reasonableness of outputs.
- ❖ Results and conclusions are reasonable.
- ❖ The calculation is complete.



### 5.3 RECONCILIATION WITH USER REQUIREMENTS

For the \_\_\_\_\_ study, the data utilized will be assessed to determine its suitability for the spreadsheet model performance, by performing a sensitivity analysis with review by subject matter experts. The spreadsheet model assessments will review on the mathematical basis for the model, checks of calculations and assessment of the quality of the input data.

The sensitivity analysis will help to identify outliers or trends which can help to reveal the adequacy of the information. Results of the spreadsheet model will be presented in tables and charts to aid in the sensitivity analysis. The resulting adequacy of the existing data sources used in the \_\_\_\_\_ study will be checked by performing this sensitivity analysis to determine its usefulness in achieving the study objectives.

If discrepancies are identified, they are to be resolved with appropriate \_\_\_\_\_ and Agency staff prior to use in the study. Data that are accepted for use on the project will be documented in the study deliverables which are reviewed for quality in accordance with \_\_\_\_\_'s management plan. Any unverified assumptions will be tracked during the study and verified when the information is available. \_\_\_\_\_ has the responsibility for documenting unverified assumptions when used.

\_\_\_\_\_ continually seeks to improve the effectiveness and efficiency of information used in these types of studies. As such, any issues with the use of the existing data and its limitations will be documented with recommendations provided on what new data would be needed or additional analyses that would need to be performed as part of the front-end engineering design phase.

## 6.0 References

EPA 2001. U.S. Environmental Protection Agency, *EPA Guidance for Quality Assurance Project Plans*, EPA QA/G5, December 2002.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

1. **INVOICING AND PAYMENT:**

A. For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for completed deliverables in accordance with Exhibit B.1 Cost Sheet and per the terms of the Pay-per-Deliverable payment structure identified in Exhibit B, Item 9, Table 1.

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

[contractpayment@calrecycle.ca.gov](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. **PAYMENT WITHHOLD:** The provisions for payment under this contract will be subject to a ten percent (10%) withholding per invoice. The withheld payment amount will be included in the final payment to the Contractor and will only be released when all required work has been completed to the satisfaction of CalRecycle. The Contractor agrees to comply with the requirements of 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.
9. **PAY-PER-DELIVERABLE STRUCTURE:** This is a “Pay-per-Deliverable” contract. Individual deliverable, including samples, that do not meet the contractual requirements specified in the Contract will not be paid at full cost. The “Pay-per-Deliverable” structure is detailed in Appendix A, Table 1 below.

Table 1

Tasks	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
<p>Task 1 – Initial meeting with CalRecycle</p> <ul style="list-style-type: none"> <li>Within three (3) calendar days of contract approval, the Contractor in consultation with CalRecycle's Contract Manager shall determine whether the kick-off meeting will be in person or hosted virtually via a mutually agreed upon platform.</li> </ul>	<p>The Contractor's compensation for this deliverable, includes all work performed as part of Task 1.</p> <ul style="list-style-type: none"> <li>100 percent of the proposed Task 1 costs will be paid if the agenda and meeting notes are deemed “complete” by the CalRecycle Contract Manager.</li> <li>If agenda and meeting notes are deemed “incomplete” by the CalRecycle Contract Manager, then the Contractor's remedial options are as follows: <ul style="list-style-type: none"> <li>Correct all identified issues and resubmit the agenda and meeting</li> </ul> </li> </ul>	10%

Tasks	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
<ul style="list-style-type: none"> <li>• Within seven (7) calendar days of contract approval, the Contractor shall meet, as determined in Task 1.A.1, in-person or virtually with CalRecycle's Contract Manager (Contract Manager).</li> </ul> <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,</li> <li>• Meeting notes are submitted as described in Task 1, and</li> </ul> <p>A meeting is considered "incomplete" if any of the above two conditions are not met.</p>	<p>notes within seven (7) calendar days of receiving notice of an issue from CalRecycle. If approved, the corrected agenda and meeting notes are eligible for 100 percent compensation of the Task 1 price. Contractor shall be instructed to invoice CalRecycle accordingly.</p> <ul style="list-style-type: none"> <li>○ If agenda and meeting notes are corrected and resubmitted more than seven (7) calendar days after CalRecycle's initial notice, and with more than thirty (30) calendar days before the contract ends, the agenda and meeting notes are eligible for 90 percent of the Task 1 price and the Contractor shall be instructed to invoice CalRecycle accordingly. CalRecycle may take up to fourteen (14) calendar days to review the resubmitted agenda and meeting notes.</li> <li>○ If the agenda and meeting notes are corrected and resubmitted at or less than thirty (30) calendar days before the contract ends, they will be deemed "incomplete" and is not eligible for payment.</li> <li>○ If agenda and meeting notes. are not resubmitted, they will be</li> </ul>	

Tasks	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
	<p>deemed “incomplete” and is not eligible for payment.</p> <ul style="list-style-type: none"> <li>○</li> </ul> <p>The Contractor must indicate the cost for the initial meeting and associated deliverables in their proposal (\$/meeting).</p> <p>This task is not to exceed 10 percent of the budget.</p>	
<p>Task 2 - Submittal of Quality Assurance Project Plan (QAPP) and Data Collection, Validation, and Analysis</p> <p>The Submittal of QAPP and Data Collection, Validation, and Analysis is considered “complete” only if:</p> <ul style="list-style-type: none"> <li>• QAPP is submitted and meets the QAPP criteria set forth and approved by the US EPA.</li> <li>• The work described in the QAPP for Data Collection, Validation, and Analysis is completed at least one hundred and twenty (120) calendar days before the contract end date.</li> </ul> <p>This deliverable is considered “incomplete” if the conditions above are not met.</p>	<p>The Contractor’s compensation for this deliverable will be allocated for each completed subtask performed as part of Task 2.</p> <p>Subtask 2.1: Submittal of Quality Assurance Project Plan (QAPP)</p> <ul style="list-style-type: none"> <li>• 100 percent of the proposed subtask 2.1 cost will be paid if the QAPP is deemed “complete” by the CalRecycle Contract Manager. <ul style="list-style-type: none"> <li>○ Upon receipt of the QAPP, the CalRecycle Contract Manager shall forward it to the US EPA for further informal review. This process may take up to thirty (30) calendar days. After this period, the Contractor will receive feedback to incorporate into their QAPP.</li> <li>○ The Contractor shall submit additional changes to the CalRecycle Contract Manager within fifteen (15) calendar days of receiving feedback from the US EPA.</li> </ul> </li> </ul>	50%

Tasks	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
	<ul style="list-style-type: none"> <li>○ The QAPP will then be submitted to the US EPA for a period of formal review that may take up to sixty (60) calendar days.</li> <li>○ After this review, if modifications are approved by the CalRecycle Contract Manager, the QAPP is eligible for 100 percent of the Task 2 subtask 1 price and the Contractor shall be instructed to invoice CalRecycle accordingly.</li> <li>● If the US EPA determines further changes are required on the QAPP after the sixty (60) calendar day review period, the QAPP will be deemed “incomplete” by the CalRecycle Contract Manager, then the Contractor’s remedial options are as follows: <ul style="list-style-type: none"> <li>○ After this period, the Contractor will receive feedback to incorporate into their QAPP.</li> <li>○ The Contractor shall submit additional changes to the CalRecycle Contract Manager within fifteen (15) calendar days of receiving feedback from the US EPA.</li> <li>○ The QAPP will then be submitted to the US EPA for an additional period of formal review that may take up to sixty (60) calendar days.</li> </ul> </li> </ul>	

Tasks	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
	<ul style="list-style-type: none"> <li>○ If the QAPP is approved, by the US EPA, the QAPP is eligible for 50 percent of the Task 2 subtask 1 price and the Contractor shall be instructed to invoice CalRecycle accordingly.</li> <li>○ If QAPP is not resubmitted or is not approved by the US EPA after the second round of formal review then, it will be deemed “incomplete” and is not eligible for payment.</li> </ul> <p>Subtask 2.1 Submittal of Quality Assurance Project Plan (QAPP) is not to exceed 10 percent of the budget. The Contractor must indicate the cost for the deliverable(s) in their proposal (\$/deliverable).</p> <p>Subtask 2.2: Data Collection, Validation, and Analysis</p> <ul style="list-style-type: none"> <li>• 100% of the proposed subtask 2.2 cost for Data Collection, Validation, and Analysis will be paid if it is deemed complete by the CalRecycle Contract Manager.</li> <li>• If Data Collection, Validation, and Analysis is deemed “incomplete” by the CalRecycle Contract Manager, then the Contractor’s remedial options are as follows: <ul style="list-style-type: none"> <li>○ Correct all identified issues and complete the Data Collection, Validation, and Analysis within fifteen (15) calendar days of</li> </ul> </li> </ul>	



Tasks	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
	<p>receiving notice of an issue from CalRecycle. If approved, the corrected Data Collection, Validation, and Analysis is eligible for 100 percent the sub task price and the Contractor shall be instructed to invoice CalRecycle accordingly.</p> <ul style="list-style-type: none"> <li>○ If Data Collection, Validation, and Analysis is corrected and resubmitted more than fifteen (15) calendar days after CalRecycle's initial notice, and with more than sixty (60) calendar days before the contract ends, the Data Collection, Validation, and Analysis is eligible for 80 percent of the Task 2 price and the Contractor shall be instructed to invoice CalRecycle accordingly. CalRecycle may take up to fourteen (14) calendar days to review resubmitted data.</li> <li>○ If Data Collection, Validation, and Analysis is corrected and resubmitted at or less than sixty (60) calendar days before the contract ends, it will be deemed "incomplete" and is not eligible for payment.</li> <li>○ If Data Collection, Validation, and Analysis is not resubmitted, it will be deemed "incomplete"</li> </ul>	

Tasks	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
	<p>and is not eligible for payment.</p> <p>Subtask 2.2: Data Collection, Validation, and Analysis subtask is not to exceed 40 percent of the budget. The Contractor must indicate the cost for the deliverable(s) in their proposal (\$/deliverable).</p> <p>The total costs for this task are not to exceed 50 percent of the budget.</p>	
<p><b>Task 3 – Regular 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 3, and</li> <li>• Meeting minutes are submitted as described in Task 3.</li> </ul> <p>A meeting is considered “incomplete” if either of the above two conditions are not met before the next meeting.</p>	<p>The Contractor’s compensation for this deliverable, includes all work performed as part of Task 3.</p> <ul style="list-style-type: none"> <li>• For a “complete” meeting, 100 percent of the proposed Task 3 costs will be paid.</li> <li>• For an “incomplete” meeting, the Contractor’s remedial options are as follows: <ul style="list-style-type: none"> <li>○ Correct all identified issues and resubmit the deliverables within seven (7) calendar days of receiving notice of an issue from CalRecycle (beyond the specified time requirements in Task 2). If approved, the meeting is eligible for 90 percent of the cost per meeting and the Contractor shall be instructed to invoice CalRecycle accordingly.</li> <li>○ If meeting deliverables are corrected and resubmitted over seven (7) calendar days of receiving notice from CalRecycle, it will be deemed “incomplete”</li> </ul> </li> </ul>	5%

Tasks	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
	<p>and is not eligible for payment.</p> <ul style="list-style-type: none"> <li>• If deliverables are not resubmitted, the meeting will be deemed “incomplete” and is not eligible for payment.</li> <li>• Zero (0) percent will be paid for deliverables that are not “complete” as defined.</li> </ul> <p>The Contractor must indicate the cost for the initial meeting and associated deliverables in their proposal (\$/meeting). If an Ad hoc meeting is necessary, no additional compensation will be provided.</p> <p>This task is not to exceed 5 percent of the budget.</p>	
<p>Task 4 - Submittal of Project Progress Report and Draft Report</p> <p>Submittal of Project Progress Report, and Draft Report is considered “complete” only if:</p> <ul style="list-style-type: none"> <li>• Submittal of Project Progress Report six (6) months after execution of the contract with the following required components: <ul style="list-style-type: none"> <li>• Pertinent issues</li> <li>• Progress made</li> <li>• Work done</li> <li>• Work pending</li> <li>• Any deviation from the Study Design, and a detailed explanation for the deviation.</li> </ul> </li> </ul>	<p>The Contractor’s compensation for this deliverable, will be allocated for each completed subtask performed as part of Task 4.</p> <p>Subtask 4.1: Submittal of Project Progress Report</p> <ul style="list-style-type: none"> <li>• 100 percent of the proposed subtask 4.1 cost will be paid upon Submittal of Project Progress Report if it is deemed complete by the CalRecycle contract manager:</li> <li>• For an “incomplete” progress report, the Contractor’s remedial options are as follows: <ul style="list-style-type: none"> <li>○ Correct all identified issues and resubmit the progress report within seven (7) calendar days of receiving notice of an issue from CalRecycle (beyond the specified time requirements in</li> </ul> </li> </ul>	25%

Tasks	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
<ul style="list-style-type: none"> <li>• Submittal of Draft Report with the required components described in Task 4 (5) in the Scope of Work.</li> </ul> <p>This deliverable is considered “incomplete” if the condition above is not met.</p>	<p>Task 4). If approved, the progress report is eligible for 90 percent of the cost per progress report and the Contractor shall be instructed to invoice CalRecycle accordingly.</p> <ul style="list-style-type: none"> <li>○ If the progress report is corrected and resubmitted over seven (7) calendar days of receiving notice from CalRecycle, it will be deemed “incomplete” and is not eligible for payment.</li> <li>• If the progress report is not resubmitted, the meeting will be deemed “incomplete” and is not eligible for payment.</li> <li>• Zero (0) percent will be paid for deliverables that are not “complete” as defined.</li> </ul> <p>Subtask 4.1: Submittal of the Project Progress Report is not to exceed five (5) percent of the budget.</p> <p>Subtask 4.2: Submittal of the Draft Report</p> <ul style="list-style-type: none"> <li>• Submittal of the Draft Report will be 100% complete if it sufficiently addresses the required points as determined by the CalRecycle Contract Manager. This initial review will occur within fifteen (15) calendar days of having received the draft report from the contractor.</li> <li>• If Submittal of the Draft Report is deemed “incomplete” by the CalRecycle Contract Manager,</li> </ul>	

Tasks	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
	<p>then the Contractor's remedial options are as follows:</p> <ul style="list-style-type: none"> <li>○ Correct all identified issues and submit the Draft Report within fifteen (15) calendar days of receiving requested changes from the CalRecycle Contract Manager. If approved, the corrected Draft Report is eligible for 100 percent the sub task price and the Contractor shall be instructed to invoice CalRecycle accordingly.</li> <li>○ If necessary, the CalRecycle Contract Manager will review the report up to one (1) additional time and submit any necessary changes to the Contractor within seven (7) calendar days of receiving the revised Draft Report. The revised Draft report will be submitted within fifteen (15) calendar days of receiving requested changes from the CalRecycle Contract Manager. If approved, the corrected Draft Report is eligible for 100 percent the sub task price and the Contractor shall be instructed to invoice CalRecycle accordingly.</li> <li>○ If the Draft Report, is not submitted or if it is deemed incomplete by</li> </ul>	

Tasks	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
	<p>the CalRecycle Contract Manager after three (3) rounds of review, it will be deemed “incomplete” and is not eligible for payment.</p> <p>Subtask 4.2: Submittal of the Draft Report subtask is not to exceed 20 percent of the budget.</p> <p>The Contractor must indicate the cost for the deliverable in their proposal (\$/deliverable).</p> <p>In total, this task is not to exceed 25 percent of the budget.</p>	
<p><b>Task 5 - Final Report</b></p> <p>The final report is considered “complete” only if:</p> <ul style="list-style-type: none"> <li>• A final report is submitted</li> <li>• The CalRecycle Contract Manager has declared in writing that no other changes are required to the final report.</li> </ul> <p>This deliverable is considered “incomplete” if either of the conditions above are not met.</p>	<p>The Contractor’s compensation for this deliverable, includes all work performed as part of Task 5.</p> <ul style="list-style-type: none"> <li>• 100 percent if the final report is deemed “complete” by the CalRecycle Contract Manager.</li> <li>• If final report is deemed “incomplete” by the CalRecycle Contract Manager it will be deemed “incomplete” and is not eligible for payment.</li> </ul> <p>The Contractor must indicate the cost for the deliverable in their proposal (\$/deliverable).</p> <p>This task is not to exceed 10 percent of the budget.</p>	10%

## **Exhibit B-1**

### **Cost Sheet**

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

Tasks	Pay-per-Deliverable	Not to Exceed % Amounts of the Overall Budget
Task 1	\$	10 percent
Task 2.1	\$	10 percent
Task 2.2		40 percent
Task 3	\$	5 percent
Task 4.1	\$	5 percent
Task 4.2		20 percent
Task 5	\$	10 percent

*Cost Sheet will be inserted here.*

## EXHIBIT D

### **SPECIAL TERMS AND CONDITIONS**

1. **AGENCY LIABILITY:** The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CalRecycle shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties. CalRecycle reserves the right to amend this Agreement through a formal written amendment signed by both parties, for additional time and/or funding.
3. **CALIFORNIA WASTE TIRES:** Unless otherwise provided for in this contract, in the event the Contractor and/or Subcontractor(s) purchases waste tires or waste-tire derived products for the performance of this Agreement, only California waste tires and California waste tire-derived products shall be used. As a condition of payment under this Agreement, the Contractor must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Contract Manager.  
  
All formal notices required by this Agreement must be given in writing and sent by prepaid certified mail, fax, personal delivery, or telex.
4. **CONTRACT MANAGEMENT:** The Contractor and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California. The Contractor may change the designated Project Director, but CalRecycle reserves the right to approve any substitution of the Project Director. The Contractor's key personnel may not be substituted without CalRecycle's Contract Manager's prior written approval. CalRecycle may change the Contract Manager by notice given to the Contractor at any time. CalRecycle staff will be permitted to work side-by-side with the Contractor's staff to the extent and under conditions that may be directed by the Contract Manager. In this connection, CalRecycle's staff will be given access to all required data, working papers, etc. The Contractor will not be permitted to utilize CalRecycle's staff for the performance of services, which are the responsibility of the Contractor unless the Contract Manager previously agreed to such utilization in writing, and any appropriate adjustment in price is made. No charge will be made to the Contractor for the services of CalRecycle's staff for coordination or monitoring functions.
5. **CONTRACTOR EVALUATIONS:** CalRecycle will evaluate the Contractor's performance within sixty days of the completion of this Agreement and shall remain on file 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. **GENERATIVE ARTIFICIAL (GENAI) TECHNOLOGY USE AND REPORTING:** During the term of the contract, the Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. The Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, the Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.
- Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.**
- The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.**
15. **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.
16. **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.

17. 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.
18. 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.

19. 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.

20. 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.
21. 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.

22. ORDER OF PRECEDENCE: In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply: STD 213; GTC 04/2017 – General Terms and Conditions (incorporated by reference); Exhibit A – Scope of Work; Exhibit B – Budget Detail and Payment Provisions; Exhibit 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.
23. 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.
24. 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.
25. 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.

26. 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.
27. 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.
28. STOP WORK NOTICE: Immediately, upon receiving a written notice to stop work, the Contractor shall cease all work under this Agreement.
29. 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.

30. SUCCESSORS: The provisions of this Agreement will be binding upon and inure to the benefit of CalRecycle, the Contractor, and their respective successors.
31. 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.
32. 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.

33. 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)

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

To be completed by Contractor

Name of Contractor:

Contract #:

Work Order #:

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	SABRC Meets

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



**EXHIBIT E:**

**CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

**The following clauses apply to this Agreement unless California law imposes a more restrictive standard.**

**A. CLEAN AIR ACT**

- 1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. section 7401 et seq.**
- 2. The Contractor agrees to report each violation to the California Air Resources Board and understands and agrees that the California Air Resources Board will, in turn, report each violation as required to assure notification to the Department of Resources Recycling and Recovery (CalRecycle) and the appropriate Environmental Protection Agency Regional Office.**
- 3. The Contractor agrees to include these requirements in each subcontract exceeding one-hundred and fifty-thousand dollars (\$150,000) financed in whole or in part with Federal assistance provided by CalRecycle.**

**B. THE FEDERAL WATER POLLUTION CONTROL ACT**

- 1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. sections 1251 et seq.**
- 2. The Contractor agrees to report each violation to the State Water Resources Control Board and understands and agrees that the State Water Resources Control Board will, in turn, report each violation as required to assure notification to CalRecycle and the appropriate Environmental Protection Agency Regional Office.**
- 3. The Contractor agrees to include these requirements in each subcontract exceeding one-hundred and fifty-thousand dollars (\$150,000) financed in whole or in part with Federal assistance provided by CalRecycle.**

**C. DEBARMENT AND SUSPENSION CLAUSE**

- 1. This contract is a covered a transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. section 180.995), or its affiliates (defined at 2 C.F.R. section 180.905) are excluded (defined at 2 C.F.R. section 180.940) or disqualified (defined at 2 C.F.R. section 180.935).**
- 2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.**
- 3. This certification is a material representation of fact relied upon by CalRecycle. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CalRecycle, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.**
- 4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the**

period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**D. BYRD ANTI-LOBBYING CLAUSE**

Byrd Anti-Lobbying Amendment, 31 U.S.C. section 1352 (as amended)

Contractors who apply or bid for an award of one-hundred thousand dollars (\$100,000) or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. section 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with the instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. section 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one-hundred thousand dollars (\$100,000) for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor

understands and agrees that the provisions of 31 U.S.C. section 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

**E. PROCUREMENT OF RECOVERED MATERIAL**

- 1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:**
  - a. Competitively within a timeframe providing for compliance with the contract performance schedule;**
  - b. Meeting contract performance requirements; or**
  - c. At a reasonable price.**
- 2. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website, (<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>).**
- 3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.**

**F. DOMESTIC PREFERENCE FOR PROCUREMENTS**

**As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.**

**For purposes of this clause:**

**Produced in the United States** means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

**Manufactured products** mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**G. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

**1. Definitions**

**As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in the Federal Acquisition Register (See FAR Part 4, Subpart 4.21).**

## **2. Prohibitions**

- a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- b. Unless an exception in paragraph 3. of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from CalRecycle to:
  - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
  - iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

## **3. Exceptions**

- a. This clause does not prohibit Contractors from providing—
  - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- b. By necessary implication and regulation, the prohibitions also do not apply to:
  - i. Covered telecommunications equipment or services that:
    1. Are not used as a substantial or essential component of any system; and
    2. Are not used as critical technology of any system.
  - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

## **4. Reporting Requirement**

- a. In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph 4.b. of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- b. The Contractor shall report the following information pursuant to paragraph 4.a. of this clause:

- i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- ii. Within ten (10) business days of submitting the information in paragraph 4.b.i. of his clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

**5. Subcontracts**

The Contractor shall insert the substance of this clause, including this paragraph 5, in all subcontracts and other contractual instruments.

## 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)
  - ☐ 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~~ **Reporting** & 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" One (1) unbound reproducible original Proposal package marked "Original".
  - ☐ One (1) Electronic copy of Proposal Package in Adobe Acrobat format with all documents in a single file, including the bid sheet and all other attachments.
- 

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

- ☐ Certification of Target Area Contract Preference Act
- 

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

- ☐ Small Business (SB) Subcontractor Payment Certification (Attachment A)
  - ☐ Disabled Veteran Business Enterprise (DVBE) Subcontractor Payment Certification (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.***