



DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

Notice to Prospective Proposers

September 24, 2024

You are invited to review and respond to this Request for Proposal (RFP) Secondary, entitled "SB 54 Disposal Facility-Based Material Characterization Study DRR24046." 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:

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

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

Nadine Mills
Contract Administrator

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Section 1 Overview

General Information

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

CalRecycle Contact Information

Department of Resources Recycling and Recovery

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

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

Phone: (916) 341-6399

Email: contracts@calrecycle.ca.gov

Any documents delivered in person must be received by 2:00 p.m. on October 9, 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

The Contractor shall conduct a material characterization study consisting of three (3) parts to be conducted concurrently.

- Part 1: A Disposal Facility-Based Material Characterization Study in order to estimate the composition of covered material sent to California landfills.
- Part 2: An analysis of estimating hard-to-sort covered materials that are non-separable material sorting categories and hard to identify resin type material sorting categories.
- Part 3: For each sorting category including covered material, an analysis estimating the proportion of items with and without a plastic component.

Refer to the Sample Standard Agreement (Attachment) 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 \$700,000.00 (Seven hundred thousand dollars and zero cents).

Contract Amendment

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

Any contract amendments require CalRecycle and contractor to execute a Std. 213A, and approval by DGS, if required. The contract awarded pursuant to this RFP may be amended in compliance with the State Contracting Manual Volume 1, including but not limited to sections 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 seven (7) months and is expected to begin in November 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	September 24, 2024
Written Questions Due by 5:00 pm	October 1, 2024
Submittals Due by 2:00 pm	October 9, 2024
Post Notice of Intent to Award	October 15, 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.

Conflict of Interest and Follow-On Contracts

Pursuant to PCC § 10365.5, a person, firm, or subsidiary awarded a consulting services contract is prohibited from submitting a bid or being awarded a new contract for the goods or services suggested in the initial contract. This prohibition also applies to subcontractors that provide(d) more than 10% of the dollar value of a consulting services contract.

All proposers are required to disclose whether they, or any subcontractor they intend to use, are currently providing consulting services to CalRecycle, or have provided such services to CalRecycle within the five (5) years preceding the release of this solicitation.

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 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 by 2:00" 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.
- i. Statement acknowledging the receipt of all issued Addenda pertaining to this solicitation.
- j. Statement disclosing whether the proposer, or any subcontractor they intend to use, are currently providing consulting services to CalRecycle, or have provided such services to CalRecycle within the five (5) years preceding the release of this solicitation, if applicable.

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.

General Requirements

- A. The Contractor shall fulfill all General Requirements and complete all tasks identified within the required timeframe to satisfy the terms of the Contract.
- B. This Contract is a Pay-per-Deliverable contract. Individual deliverables, 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. The Contractor shall:
 - 1) Ensure that the cost of each Task identified in the Pay-per-Deliverable Structure (Appendix A, Table 1) table does not exceed the percent (%) indicated in the "Cost Proposed is Not to Exceed the listed percent of Entire Project Cost" column.
 - 2) Provide a cost for each Task indicated in the Pay-per-Deliverable Structure (Appendix A, Table 1).

Methodology

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

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

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

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

In their proposal, the Proposer shall address all required tasks, including the following:

1. A detailed methodology on how to collect adequate information for vehicle surveys and explain the vehicle survey method.
2. The Proposer shall include an estimate of a daily sampling quota by source sector.
3. Part 1 - MATERIAL CHARACTERIZATION STUDY:
 - A. WORK PLAN: The Proposer shall submit a work plan to meet the requirements of the study. The work plan demonstrates how the Proposer will facilitate and conduct data collection at disposal facilities. The work plan describes the general sampling plan and for the proposal does not need to include site-specific information. The work plan shall propose and justify a total number of samples at disposal facility sites to get representative samples to be collected to accurately represent California's complex waste stream and to achieve the goals of the study. The work plan shall describe how the Proposer will implement Quality Assurance/Quality Control measures to ensure data reported by material class, type, and form are reported accurately. The work plan shall be reviewed by the Contract Manager and shall be finalized in coordination with the Proposer at the kickoff meeting.
 - B. The Work Plan shall demonstrate that the Proposer has familiarity with single-use packaging and plastic single-use food service ware covered under SB 54 (covered material). More information on the boundaries of data collection can be found in Appendix B.

- C. The Proposer shall provide an estimate of a daily sampling quota by source sector.
- D. The Proposer shall describe a detailed methodology sampling approach, including:
 - 1) how vehicles will be selected for sampling;
 - 2) how samples from a vehicle will be selected for sampling;
 - 3) how samples will be characterized – this can include any technologies the Proposer may wish to utilize.
- E. The Proposer shall include an equipment list to be used to achieve the goals of the study.
- F. The Proposer shall describe contingency measures to deal with logistical, equipment, weather, or other unforeseen circumstances encountered in the field.
- G. The Proposer shall describe a methodology for conducting vehicle surveys which includes:
 - 1) A detailed methodology on how to collect adequate information for vehicle surveys and explain the vehicle survey method:
 - a) Including how the Proposer shall collect required information from vehicles selected for sampling.
 - 2) Including how the Proposer shall collect and characterize (by source sector) all inbound vehicles for a full operating week, per site.
 - 3) The Proposer shall provide a methodology on how they will collect adequate information for vehicle surveys as listed in Task 3.4), along with how they will estimate the weight of a vehicle or the load in the absence of a vehicle scale at a facility.
- H. The Proposer shall provide a methodology for how they will ensure scales operated by the Proposer are calibrated, will maintain calibration, and provide accurate weights.
- I. The Proposer shall provide a methodology on how they would determine if a selected load for sampling is both practical and safe to sample, along with how they will substitute a different load if the sample is impractical or unsafe (Task 3. 11) b.).
- J. The Proposer shall provide a description of the software or data collection program and the sample printouts displaying database and/or spreadsheet format. If the proposed software or program is proprietary, the Contractor shall describe a methodology on how data collected can be joined with any CalRecycle collected data.

- K. The Proposer shall describe how their sample tracking and data collection can be joined and maintained with CalRecycle's sub-sorts, e.g., continuity of sample identification (ID) when transferring designated sorting materials for a sub-sort between the Contractor and CalRecycle project staff.
4. Site-Specific Work Plan Template for Material Characterization Study: The Proposer shall provide a template for a site-specific work plan that proposes the information needed to conduct the study at a specific site. The template should address all items identified in Tasks 2 through 5. This document is expected to be a template to be used to accomplish the goals of Tasks 2 through 5 and does not need to include site-specific information for the proposal. CalRecycle will provide the contractor pertinent site information including, but not limited to, site address, point of contact and contact information, and a site map.
5. For Part 2 - Estimating Hard-to-Sort Covered Material
 - A. PART 2.A: Nonseparable Material Sorting Categories: For sorting categories in which covered material is not separable from other types of material (e.g., food discarded in original packaging), the Proposer shall provide a methodology to estimate the proportion of the sorting category, by weight, that is a covered material. The Proposer shall also estimate the proportion of covered material by material class.
 - B. PART 2.B: Hard to Identify Resin Types Material Sorting Categories: For sorting categories which are a mixture of covered material of unknown or mixed plastic resin type, the Proposer shall provide a methodology of how to differentiate between difficult or unlabeled plastics by resin type, including estimates of the proportions of each category that are comprised of #1, #2, #3, #4, #5, #6, and all other resin types. The methodology could include use of technology such as use of spectrometry or another measure can be proposed as appropriate to meet the goals of the analysis.
6. For Part 3 – Estimating Proportions of Covered Material, by Items with and without a plastic component.
 - A. Part 3.A: Proportions: For each material sorting category that consists of covered material that is not within the Plastic Material Class (i.e., for all sorting categories containing covered material in the Glass, Metal, Paper/Fiber, Wood & Other Organics Material Classes), the Proposer shall provide a methodology to estimate the proportions of each category that includes: (1) Items with at least one plastic component; and (2) Items without a plastic component. The proposed methodology shall include covered materials collected during the performance of this study (Part 1). If the methodology requires use of an external dataset, the Proposer shall use a portion of samples collected during the study to validate an external dataset. The proposed methodology can be a combination of methods, as appropriate

to each sorting category, including further hand sorting of covered materials directly measured from Part 1, external data sources, or other proposed methods, as appropriate to meet the goal of the analysis. The Proposer shall verify the validity of any external data sources with samples collected during the performance of this study. For more information on the boundaries of data collection, including “plastic component,” reference Appendix B - Concepts Requiring Clarification for Data Collection.

- B. Part 3.B: Conversion Factors: The Proposer shall provide a methodology of how to determine a weight-to-volume conversion factor for each sorting category that consists of covered material. The proposed methodology shall include the use of materials that were sampled and sorted during the performance of this study (Part 1) and shall be representative of material collection throughout the study.

Organization

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

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

Qualifications and Resources

The prospective contractor must have the experience, qualifications, and resources to perform the required tasks of the project. Because of the comprehensive nature and complexity of this study, proposers must demonstrate experience in:

- conducting large-scale (regional or statewide) waste or material characterization studies including contributing to the development of and implementing a statistically representative sampling plan for collecting samples from landfills and/or transfer stations;
- demonstrated expertise and experience characterizing diverse and varied materials encountered at disposal facilities;
- the collection of detailed field sorting data;
- working with landfills and transfer stations including coordinating field work and following health and safety plans;
- ensuring data integrity through appropriate quality assurance and quality control processes and data entry procedures;
- demonstrated experience with effectively communicating challenges and issues related to fieldwork in a timely manner;
- demonstrated project management

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:

- A. Knowledge of and understanding of California's solid waste and recycling management system in various parts of the state;
- B. Experience in implementing a large-scale waste or material characterization study of material sent for disposal or recycling, including initial project set-up, site coordination, fieldwork, identifying when contingency plans have been implemented and steps taken, data preparation, and project deliverables;
- C. Knowledge of and understanding of conducting analysis of waste and recycling materials;
- D. Experience in implementing and adjusting a pre-determined work plan for characterization of waste and recycling materials including steps taken for analysis.

Contractor Eligibility

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

Qualification/Licenses

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

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

- Experience
- Knowledge
- Educational Background

- Field health and safety plans
 - The Proposer's team shall include a copy of a health and safety plan that shall be implemented during fieldwork. This plan shall comply with all local, state and federal health and safety codes, regulations and laws.

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

Small Business (SB) Participation

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

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

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

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

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

Small Business (SB) Preference Application

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

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

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

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

CalRecycle will apply the preference as described below.

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

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

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

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

If the Proposer makes a commitment to achieve SB participation, then the Proposer, if awarded this contract, must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of SB participation that was achieved (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.

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 three percent 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 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, CalRecycle shall permanently deduct \$10,000 from the final payment or the full payment if less than \$10,000.

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

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

SB/DVBE Resources

The following may be used to locate DVBE Suppliers.

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

Department of Resources Recycling and Recovery
RFP (S) Number DRR24046

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

Access the list of Focus-Trade Papers and Referral Organizations at:
<https://www.dgs.ca.gov/-/media/Divisions/PD/OSDS/Certification/CUF/Focus-TradePaper.pdf?la=en&hash=A310ABD432B537302CFFF6C1812166C3D88DC689>

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

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

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

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

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

Target Area Contract Preference Act (TACPA)

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

Rules for Award

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

Section IV Cost Proposal Submittal

Evaluation

The 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 5.

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

Task	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
Task 1 - Preparation for Kickoff Meeting, Kickoff Meeting with CalRecycle, and Review Proposed Work Plan A meeting deliverable is considered "complete" only if • A meeting agenda is provided as described in Task 1; • Meeting notes are submitted as described in Task 1; • A final work plan is submitted to CalRecycle and approved in writing by the Contract Manager;	The Contractor's compensation for this deliverable, includes all work performed as part of Task 1. The Contractor must indicate the cost for the initial meeting and associated deliverables in their proposal (\$/meeting deliverable). For a "complete" meeting deliverable, 100 percent of the proposed task costs will be paid. For an "incomplete" meeting deliverable, the Contractor's	Tasks 1, 2, 5 and 6 Shall Not Exceed 35% of Proposal Cost

Task	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
A meeting is considered “incomplete” if any of the above conditions are not met.	remedial options are as follows: • Correct all identified issues and resubmit the deliverable(s) within seven (7) calendar days of receiving notice of an issue from CalRecycle (beyond the specified time requirements in Task 1). If approved, the corrected meeting deliverable is eligible for 95 percent of the per-meeting price and the Contractor shall be instructed to invoice CalRecycle accordingly. • If the meeting deliverable is corrected and resubmitted more than seven (7) calendar days after CalRecycle’s initial notice, the corrected deliverable is eligible for fifty (50) percent of the of the per-meeting price and the Contractor shall be instructed to invoice CalRecycle accordingly. • If the deliverable is corrected and resubmitted at or more than sixty-one (61) days after CalRecycle’s	

Task	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
	initial notice, it will be deemed "incomplete" and is not eligible for payment. If deliverables are not resubmitted, it will be deemed "incomplete" and is not eligible for payment. Zero (0) percent will be paid for any meetings that are not "complete" as defined.	
Task 2 - Pre-fieldwork: Site Coordination with CalRecycle and Disposal Facilities, Determine Field Schedule, and Pre-Fieldwork Training A pre-fieldwork deliverable is considered "complete" if: - Site-specific work plans are submitted for each facility to be sampled at as outlined in Task 2 (anticipate 15-30 sites); - The Contractor submits a pre-fieldwork training roster as outlined in Task 2 and the Contractor's entire Project Team participates in the required pre-fieldwork training as outlined in Task 2. A deliverable is considered "incomplete" if any of the above conditions are not met.	The Contractor's compensation for this deliverable, includes all work performed as part of Task 2. For a "complete" pre-fieldwork deliverable, 100 percent of the proposed tasks costs per site-specific work plan or pre-fieldwork training attendance roster and participation of all team members submittal will be paid. For an "incomplete" deliverable of the pre-fieldwork training roster submittal or for non-participation of a Contractor Team member in either the originally scheduled or the make-up pre-fieldwork training session, there is no remedial option, the deliverable will be deemed "incomplete" and is not eligible for payment. For an "incomplete" site-specific work plan deliverable,	Tasks 1, 2, 5 and 6 Shall Not Exceed 35% of Proposal Cost

Task	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
	the Contractor's remedial options are as follows: • Correct all identified issues and resubmit the site-specific work plan deliverable(s) within seven (7) calendar days of receiving notice of an issue from CalRecycle (beyond the specified time requirements in Task 2). If approved, the corrected site-specific work plan deliverable is eligible for 95 percent of the per-meeting price and the Contractor shall be instructed to invoice CalRecycle accordingly. • If the site-specific work plan is corrected and resubmitted between eight (8) and thirty (30) calendar days after CalRecycle's initial notice, the corrected deliverable is eligible for fifty (50) percent of the per-deliverable price and the Contractor shall be instructed to invoice CalRecycle accordingly. • If the site-specific work plan is corrected and	

Task	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
	resubmitted thirty-one (31) or more calendar days after CalRecycle's initial notice, the deliverable will be deemed "incomplete" and is not eligible for payment. Zero (0) percent will be paid for any submitted schedules that are not "complete" as defined.	
<i>Tasks 3 and 4</i> Task 3 - Perform Fieldwork-Field Sampling and Material Sorting for Parts 1-3 of the Study • Part 1 – Material Characterization Study • Part 2 – Estimating Hard-to-Sort Covered Material • Part 3 – Estimating Proportion of Covered Material, by Items with and without a Plastic Component Task 4 - Data Collection, Entry, Quality Assurance/Quality Control, and Submittal of Field Data A sample deliverable is considered "complete" only if the criteria below and as outlined in Tasks 3 and 4 are met. If an item from the list below is omitted or not as	The Contractor's compensation for this deliverable, includes all work performed as part of Tasks 3 and 4. The Contractor must indicate the cost of this deliverable in their proposal. (\$/sample), along with individual cost per sample for Parts 2 and 3. For a complete sample and deliverables, 100 percent, if a sample is deemed "complete" by the Contract Manager, then 100 percent of the cost per sample deliverable will be paid. If a sample deliverable is deemed "incomplete" by the Contract Manager, then the Contractor's remedial options are as follows: • Correct all identified issues and resubmit the sample and data	Tasks 3 and 4 Shall Not be Less Than 65% of Proposal Cost

Task	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
specified in the Contract, the specific sample deliverable will be considered “incomplete”: • All data for the vehicle survey is submitted as outlined in Task 3; • For collected material, the material is hand-sorted, sample weight is at least 200 pounds or approved alternative weight; • All estimated proportions for non-separable material sorting categories are estimated for each category, by weight, that is a covered material category, by material class using an approved methodology; • All hard-to-identify sorted plastic material are estimated, by weight, into their respective resin types using an approved methodology; • All sorting categories that do not fall within the plastic material class have an estimated proportion, by weight, of material that contain a plastic component, and those that do not contain a plastic component	deliverable(s) within seven (7) calendar days of receiving notice of an issue from CalRecycle. If approved, the corrected data is eligible for 100 percent of the per-sample price and the Contractor shall be instructed to invoice CalRecycle accordingly. • If sample deliverable is 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 corrected sample and data deliverable(s) is eligible for 75 percent of the per-sample price and the Contractor shall be instructed to invoice CalRecycle accordingly. • If sample and data deliverable(s) is corrected and resubmitted at or less than thirty (30) calendar days before the contract ends, it will be deemed “incomplete” and is not eligible for payment.	

Task	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
using an approved methodology; • A weight-to-volume conversion factor is provided for every sorting category; • All data have passed the QA/QC per the Proposer's methodology in accordance with Task 4; • All data and information acquired and submitted to CalRecycle as outlined in Task 3 and 4	• If sample deliverables are not corrected and resubmitted, it will be deemed "incomplete" and are not eligible for payment. Zero (0) percent will be paid for any submitted schedules that are not "complete" as defined.	
Task 5 - Submit Bi-Monthly Progress Reports, Confirmation of Field Data, and End of Sampling Period Summary Reports to CalRecycle For Bi-Monthly Progress Reports and Field Data Deliverables are considered "complete" if: • All data and information are provided for the Bi-Monthly Progress Reports as described in Task 5 is submitted; • Summary Reports as described in Task 5 are submitted, and • All data is submitted as described in Task 5 for Parts 1-3. A Progress Report/Field Data Deliverable is considered	The Contractor's compensation for this deliverable, includes all work performed as part of Task 5. The Contractor must indicate (1) the cost of the bi-monthly progress deliverable in their proposal, (2) the cost of the summary report deliverable, and (3) a sub-cost of the Part 2 and 3 analyses, which should be included in the total of the summary report deliverable. (\$/deliverable). Bi-Monthly Progress Reports and Data: For submission of Progress Reports and data that are submitted within seven (7) calendar days after the end of the preceding first or second half of the month during a sampling period and is deemed "complete" by the	Tasks 1, 2, 5 and 6 Shall Not Exceed 35% of Proposal Cost

Task	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
“incomplete” if any of the above conditions are not met. For End of Sampling Period Summary Reports and Data Deliverables are considered “complete” if: • For Part 1: All data and information are provided in the Summary Reports as described in Task 5 are submitted; • For Part 2: The estimated proportions of difficult to sort covered materials, estimated proportions of plastics, and information as described in Task 5. 3) b-e are submitted; • For Part 3: The estimated proportions of covered materials with at least one (1) plastic component and without a plastic component, the weight-to-volume conversions for categories which are a covered material, and information as described in Task 5.4) b.-e. are submitted. A summary report deliverable is considered “incomplete” if any of the above conditions are not met.	Contract Manager, 100 percent of the proposed task costs will be paid. If a Progress Report deliverable is submitted more than seven (7) calendar days after the preceding first or second half of the month during a sampling period, then the deliverable is deemed “incomplete” by the Contract Manager. Follow remedial options: The Contractor’s remedial options are as follows: • Correct all identified issues and resubmit the report within seven (7) calendar days of receiving notice of an issue from CalRecycle. If approved, the corrected data is eligible for 100 percent of the per-sample price and the Contractor shall be instructed to invoice CalRecycle accordingly. • If data is 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 corrected data is eligible for 75 percent	

Task	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
	of the per-sample price and the Contractor shall be instructed to invoice CalRecycle accordingly. • If the report is corrected and resubmitted at or less than thirty (30) calendar days before the contract ends, it will be deemed “incomplete” and is not eligible for payment. • If the report is not resubmitted, it will be deemed “incomplete” and is not eligible for payment. If the Summary Reports deliverables are not submitted within twenty (20) calendar days after the end of the corresponding field season, then the deliverable is deemed “incomplete” by the Contract Manager. Zero (0) percent will be paid for any submitted schedules that are not “complete” as defined.	
Task 6 - Post-fieldwork Meetings A meeting is considered “complete” only if: • Meeting notes are submitted as described in Task 6.	The Contractor’s compensation for this deliverable, includes all work performed as part of Task 6. The Contractor must indicate the cost for the post-fieldwork meetings and associated	Tasks 1, 2, 5 and 6 Shall Not Exceed 35% of Proposal Cost

Task	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
A meeting is considered “incomplete” if the condition above is not met.	deliverables in their proposal (\$/meeting). For a “complete” meeting, 100 percent of the proposed task costs will be paid. For an “incomplete” meeting and deliverable, the Contractor’s remedial options are as follows: • 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 6). If approved, the corrected data is eligible for 75 percent of the per-meeting price and the Contractor shall be instructed to invoice CalRecycle accordingly. • If the deliverable is 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 corrected deliverable is eligible for 50 percent of the of the per-	

Task	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
	meeting price and the Contractor shall be instructed to invoice CalRecycle accordingly. • If the deliverable is corrected and resubmitted at or less than thirty (30) calendar days before the contract ends, it will be deemed “incomplete” and is not eligible for payment. • If deliverables are not resubmitted, it will be deemed “incomplete” and is not eligible for payment. Zero (0) percent will be paid for any meetings that are not “complete” as defined.	

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 and following the Pay-per-Deliverable payment structure 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.

Section V Evaluation and Selection

Introduction

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

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

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

Selection Process

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

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

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

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

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

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

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

<u>Rating Category</u>	<u>Maximum Points</u>
Experience	36
Methodology	144
Rating Total	180
Cost Points	54
Maximum Total	234

- 2) CalRecycle will consider a proposal technically deficient and non-responsive if the proposal earns an overall score that is less than 25 points in the Experience Category or less than 101 points in 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
- 2) Department of General Services
Office of Legal Services
Attention: Bid Protest Coordinator
707 Third Street, 7th Floor, Suite 7-330
West Sacramento, CA 95605
Bid Protest Coordinator Email address: OLSProtests@dgs.ca.gov

Section VI Definition and Terms

General

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

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

Abbreviations

ADA	Americans with Disabilities Act
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

Iran Contracting Act

Darfur Contracting Act Certification

California Civil Rights Laws Certification

GenAI Reporting & Factsheet (STD 1000 – 07/2024)

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 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

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

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

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 Reporting & Factsheet (STD 1000 – 07/2024)

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

Failure to submit the GenAI Reporting and Factsheet (STD 1000) will result in disqualification of the Bidder/Offeror/Contractor.

Failure to report GenAI to the State 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 Reporting & Factsheet (STD 100), the state reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present 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 with "Attn: SB/DVBE Advocate" and the RFP number in the Subject line.

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

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

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

Printed Name		Signature:	
Title:		Report Date:	

Attachment B - Disabled Veteran Business Subcontractor Payment Certification

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

Attachment C - Cost Proposal Sheet

SB 54 Disposal Facility-Based Material Characterization Study, DRR24046

Complete this form and submit the original in accordance with the requirements of this RFP. Enter rates for personnel services and other columns for cost tracking purposes only.

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

Tasks 1, 2, 5, and 6 will be compensated at the Pay-per-Deliverable cost and Tasks 3 and 4 will be compensated at the Per Sample Cost identified below in the resulting contract. Cost will be evaluated based on the cumulative total of all 6 tasks per the Pay-per-Deliverable payment structure.

Contractor/Company Name: _____

Task #	Personnel Services:				Fringe Benefits	Operating Expenses	Travel Expenses	Overhead	Other	Dollar Total
	(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)				(Identify fringe benefit costs citing actual benefits or as a percentage of personal services costs)	(operating expenses related to the services provided in this Agreement, including rent and supplies, as applicable)	(Include travel expenses and per diem.	(This information shall be provided)	(any other specific breakdown required to sufficiently explain the budget costs)	by Task (except for Tasks 3 & 4 which is per sample)
	Name / Position	\$/Hr	Hrs.	Total \$						
1	Task 1 - Preparation for Kickoff Meeting, Kickoff Meeting with CalRecycle, and Review Proposed Work Plan (Tasks 1, 2, 5 and 6 Shall Not Exceed 35% of Proposal Cost)									
1		\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1		\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1		\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1		\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	(A) Task 1 Pay Per Meeting Deliverable – Kickoff Meeting Deliverable Cost									\$0.00
2	Task 2 - Pre-fieldwork: Site Coordination with CalRecycle and Disposal Facilities, Determine Field Schedule, and Pre-Fieldwork Training (Tasks 1, 2, 5 and 6 Shall Not Exceed 35% of Proposal Cost)									

2		\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2		\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2		\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2		\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	Task 2 Subtotal									\$0.00
	Assume a total of 25 Site-Specific Work Plans and Training Roster Deliverables									25
	(B) Task 2 Subtotal (Pay Per Deliverable Cost) * (Number of Work Plan and Roster Deliverables)									\$0.00
3	Task 3 - Perform Fieldwork-Field Sampling and Material Sorting for Parts 1-3 of the Study (Tasks 3 and 4 Shall Not be Less Than 65% of Proposal Cost)									
3		\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3		\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3		\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3		\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	Task 3 Subtotal									\$0.00
4	Task 4 - Data Collection, Entry, Quality Assurance/Quality Control, and Submittal of Field Data (Tasks 3 and 4 Shall Not be Less Than 65% of Proposal Cost)									
4		\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4		\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4		\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4		\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	Task 4 Subtotal									\$0.00
3 & 4	Tasks 3 and 4 (Task 3 Subtotal + Task 4 Subtotal)									\$0.00
	Number of Samples Proposed									
3 & 4	Per Sample Cost (Tasks 3 & 4 combined subtotals) divided by (Number of Samples Proposed))									\$0.00
3 & 4	(C) Evaluation Purposes ONLY Compute Task 3 and 4 (Per Sample Cost) * (Number of Samples Proposed)									\$0.00
5	Task 5 - Submit Bi-Monthly Progress Reports, Confirmation of Field Data, and End of Sampling Period Summary Reports to CalRecycle (Tasks 1, 2, 5 and 6 Shall Not Exceed 35% of Proposal Cost)									
5		\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5		\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

5		\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5		\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	Task 5 Pay Per Deliverable Cost									\$0.00
	Assume submitting a total of 14 Progress Reports, Data, and End Sampling Period Deliverables									14
	(D) Task 5 Subtotal (Pay Per Deliverable Cost) * (Data and Progress/End of Sampling Period Report Deliverables)									\$0.00
6	Task 6 - Post-fieldwork Meetings (Tasks 1, 2, 5 and 6 Shall Not Exceed 35% of Proposal Cost)									
6		\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6		\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6		\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6		\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6	Task 6 Pay Per Deliverable Cost									\$0.00
	Assume participating in and preparing a total of a total of 2 Meetings and Meeting Notes									2
	(E) Task 6 Subtotal (Pay Per Deliverable Cost) * (Post Fieldwork Meeting Deliverables)									\$0.00
				Personnel Services	Fringe Benefits	Operating Expenses	Travel Expenses	Overhead	Other	Grand Total
	(Column \$ Totals)			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
The Grand Total below will be used for evaluation purposes:										
(A) Task 1 Pay-per-Deliverable: Kickoff Meeting Deliverable Cost										\$0.00
(B) Task 2 Subtotal (Pay Per Deliverable Cost) * (Number of Work Plan and Roster Deliverables)										\$0.00
(C) Evaluation Purposes ONLY Compute Tasks 3 and 4 (Per Sample Cost) * (Number of Samples Proposed)										\$0.00
(D) Task 5 Subtotal (Pay Per Deliverable Cost) * (Data and Progress/End of Sampling Period Report Deliverables)										\$0.00
(E) Task 6 Subtotal (Pay Per Deliverable Cost) * (Post Fieldwork Meeting Deliverables)										\$0.00
Grand Total										\$0.00

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 acknowledgment is made of receipt of all competitive documents, including Addenda, relating to this Agreement.

The undersigned acknowledges that the Proposer has read all the requirements set forth in CalRecycle documents and will comply with said provisions.

The undersigned hereby authorizes and requests any person, firm, agency, or corporation to furnish any information requested by CalRecycle in verification of the recitals comprising this Proposal and hereby authorizes CalRecycle to contact such persons, firms, etc., to obtain information regarding the undersigned.

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

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

Contractor Name: _____

Address: _____

Telephone #: _____

City, State _____

Zip: _____

Name & Title of Authorized
Representative: _____

Email: _____

Signature of Authorized
Representative: _____

Date Signed: _____

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

Attachment D - Proposal Scoring Sheet
SB 54 Disposal Facility-Based Material Characterization Study, DRR24046

Contractor/Company Name: _____

The proposer must achieve at least 126 points from Categories A-B (i.e. minimum of 25 and 101 points, respectively) in order to qualify for further consideration.

Category	Score (A)	Multiplier (B)	Points Earned (A * B)
A. Experience (Minimum 25 of 36 points to qualify)			
1) Project Manager demonstrates experience in and knowledge of implementing a pre-determined study design, leading large, complex, multi-site waste or material characterization studies, adaptability to unforeseen circumstances, and a proven ability to design and conduct a moisture analysis study. (0-3 Points)		3	
2) All members of the project team demonstrate appropriate background and professional experience in conducting waste or material characterization studies, including broad experience implementing a pre-determined study design, leading large, complex, multi-site waste or material characterization studies, and adaptability to unforeseen circumstances. (0-3 Points)		3	
3) All members of the project team demonstrate knowledge of California's solid waste infrastructure, handling and processing systems, as relevant to the study objectives, including experience working in various parts of the state and with the suite of facilities types and operators found in California. (0-3 Points)		2	
4) All members of the project team demonstrate experience in conducting disposal facility-based, including demonstrated experience sampling from complex sites and facilities as it pertains to the previously mentioned studies. (0-3 Points)		2	
5) All field supervisors and the majority of sorters have field experience for sampling, sorting, health and safety protocols, and coordinating with solid waste facilities and generators for data collection. (0-3 Points)		2	
If minimum points attained (minimum 25 of 36 points), move to next section			

B. Methodology (Minimum 101 of 144 points to qualify)				
1) Proposed number of hand-sort samples that will result in representative data and will achieve the goals of the study. The table below shows how the proposed number of hand-sort samples will be scored. # of samples Score <250 0 251-325 1 326-400 2 >400 3 (0-3 Points)		3		
2) Proposed a clear justification (e.g. prior experience, literature review, statistical analyses) of how the proposed number of samples will result in representative data and will achieve the goals of the study. (0-3 Points)		3		
3) Provides a project plan describing how the Project Manager will staff the project including roles, responsibilities, and numbers of staff and supervisors, how the Project Manager will train staff, along with a tentative timeline of work, including: start-up tasks, logistical arrangements, training, travel, set-up, sample collection/sorting/analysis (as applicable to each part), data entry, data quality control, and delivery of final data sets to CalRecycle. The project plan also discusses how to achieve the goals of the study. (0-3 Points)		3		
4) Provides a thorough discussion of all proposed approaches, methodologies, and/or alternatives to achieve the goals of each part including how representative samples for each part will be selected and collected, how adequate sample weights will be achieved, and how random samples will be collected from different trucks/vehicles/bins that are representative of the selected load and sector and does not introduce bias. (0-3 Points)		3		
5) Clearly describes approach and methodology for vehicle data collection, including all inbound vehicles and vehicles selected for sampling. (0-3 Points)		3		
6) Clearly describes approach and methodology for sampling and sorting, that is efficient, consistent, and will result in the most complete and robust data. (0-3 Points)		2		
7) Clearly describes contingency measures when adaptability for implementing entirety of the study is required. (0-3 Points)		2		

B. Methodology (Minimum 101 of 144 points to qualify)			
8) Clearly describes approach and methodology for Estimating Hard-to-Sort Covered Material, specifically for nonseparable sorting categories. (0-3 Points)		3	
9) Clearly describes approach and methodology for Estimating Hard-to-Sort Covered Material, specifically for hard to identify resin types material sorting categories. (0-3 Points)		3	
10) Clearly describes approach and methodology for Estimating Proportions of Covered Material, by Items with and without a plastic component. The methodology must include use of sorted material collected during the study. If the methodology describes using only published literature or already known proportions without validating external data sources with samples collected during the performance of this study, this section will be scored as zero. (0-3 Points)		3	
11) Clearly describes approach and a methodology of how to determine a weight-to-volume conversion factor for each sorting category that consists of covered material. The methodology must include use of sorted material collected during the study. If the methodology describes using only published literature or already known weight-to-volume without validating external data sources with samples collected during the performance of this study, this section will be scored as zero. (0-3 Points)		3	
12) Clearly describes how samples tracking and data collection will be joined and maintained with CalRecycle's data collection. (0-3 Points)		3	
13) Describes project team familiarity with single-use packaging and plastic single-use food service ware covered under SB 54 (covered material). (0-3 Points)		2	
14) Describes how the project team will accomplish ALL objectives for disposal facilities site coordination and field schedule and how the members of the project team will coordinate logistics and field schedules with disposal facilities, and how the project fieldwork timeline will be maintained. (0-3 Points)		2	
15) Describes how the project team members will accomplish ALL objectives for disposal facilities fieldwork, including sampling and sorting, and discusses how random vehicle selection and how appropriate samples and sample weights will be collected, along with implementing data quality assurance/quality control (QA/QC). (0-3 Points)		2	

B. Methodology (Minimum 101 of 144 points to qualify)			
16) Clearly describes how the project team will accomplish ALL objectives for disposal facilities hand-sorting characterization of collected samples, and specifically address how all members of the project team will accurately characterize the material by hand based on the provided material list. (0-3 Points)		2	
17) Describes how the project team will accomplish ALL objectives for data entry and data QA/QC and specify how all of the characterization data will be maintained and follow appropriate QA/QC parameters. (0-3 Points)		2	
18) Describes how the project team will accomplish ALL objectives for submitting field data and summary reports to CalRecycle and specifies how to ensure timely communication (e.g. bimonthly reports and summary reports) with CalRecycle Contract Manager through the life of the contract. (0-3 Points)		2	
19) Describes how the project team will accomplish ALL objectives for conducting end of fieldwork meetings and specifies what topics may be discussed and how these meetings will be used to address future sampling periods. (0-3 Points)		2	
Section B Subtotal			
A-B Subtotal (Max 180 Points) (Minimum 126 Points to qualify)			
Cost Points 30% of total (180 pts. max.)			
Total Points (234 points possible)			

Attachment E - Sample Standard Agreement

STATE OF CALIFORNIA-DEPARTMENT OF GENERAL SERVICES STANDARD AGREEMENT STD 213 (Rev. 04/2020)		AGREEMENT NUMBER DRR24046	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: November 1, 2024, or Upon DGS Approval, whichever is later				
THROUGH DATE: June 30, 2025				
3. The maximum amount of this Agreement is: \$700,000.00 (Seven hundred thousand dollars and zero cents)				
4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made part of this Agreement:				
Exhibits		Title	Pages	
	Exhibit A	Scope of Work		
	Exhibit B	Budget Detail and Payment Provisions		
	Exhibit B.1	Cost Sheet	TBD	
	Exhibit C*	General Terms and Conditions	GTC 04/2017	Online
	Exhibit D	Special Terms and Conditions		
		Attachment 1, Recycled Content Certification		
	Exhibit E**	Request for Proposals, Secondary (RFP), DRR24046		
	Exhibit F**	Proposal from TBD, in response to RFP, DRR24046 Items shown with double asterisks (**), are hereby incorporated by reference and made part of this agreement as if attached hereto.		
Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources				
IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO				
CONTRACTOR				
CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.) TBD				
CONTRACTOR BUSINESS ADDRESS:		CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING		TITLE		
CONTRACTOR AUTHORIZED SIGNATURE		DATE SIGNED		

STATE OF CALIFORNIA-DEPARTMENT OF GENERAL SERVICES STANDARD AGREEMENT STD 213 (Rev. 04/2020)	AGREEMENT NUMBER DRR24046	PURCHASING AUTHORITY NUMBER (If Applicable)	
STATE OF CALIFORNIA			
CONTRACTING AGENCY NAME Department of Resources Recycling and Recovery			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING Brandy Hunt	TITLE Deputy Director, Administration		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

EXHIBIT A
SCOPE OF WORK

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

CalRecycle Contract Manager

Name: Edward Chu
Phone: (916) 341-6121
Email: edward.chu@calrecycle.ca.gov

Contractor

Name:
Phone: () -
Email: @

Direct all Agreement inquiries to:

CalRecycle Contract Analyst

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

Contractor

Attention: TBD
Address:

Phone: () -
Email: @

3. Introduction/Objectives

- A. SB 54 established the Plastic Pollution Prevention and Packaging Producer Responsibility Act. The purpose of the Contract is to gather data to aid in the implementation of Senate Bill (SB) 54 (Allen, Chapter 75, Statutes of 2022), which established a new extended producer responsibility (EPR) program to manage single-use packaging and plastic single-use food service ware in California. The legislation shifts the plastic pollution burden from consumers, who currently pay for landfilling and pollution cleanup, to the producers of single-use packaging and plastic food service ware (covered material). SB 54 directs producers to join a Producer Responsibility Organization (PRO) or comply with the law individually, and to implement an extended producer responsibility (EPR) program in which producers design, fund, and operate a statewide program that efficiently collects and responsibly recycles or composts their discarded products. Producers will ensure that the covered material sold in California is recyclable or compostable. It also sets the first specific source reduction goals in U.S. history, including specific goals for reuse and refill access and infrastructure.
- B. SB 54 requires CalRecycle to conduct a material characterization study of covered material categories that are disposed in California landfills (Public Resource Code (PRC) Section 42061(a)(2) and (a)(3A)) and determine the approximate amount of covered material disposed in California landfills (PRC § 42061(a)(3)).

4. Work To Be Performed

The Contractor shall conduct material characterization study, consisting of the following three (3) parts to be conducted concurrently:

A. Part 1 – Material Characterization Study:

- 1) The Contractor shall conduct a Disposal Facility-Based Material Characterization Study to sample and sort disposed material in order estimate the composition of covered material sent to California landfills.

B. Part 2 – Estimating Hard-to-Sort Covered Material:

- 1) Part 2.A: The Contractor shall implement the proposed methodology for Non-Separable Material Sorting Categories to estimate the proportion of each category, by weight, that is a covered material, by material class.
- 2) Part 2.B: The Contractor shall implement the proposed methodology for Hard to Identify Resin Type Material Sorting Categories to estimate proportions of each applicable category that are comprised of #1, #2, #3, #4, #5, #6, and all other resin types.

C. Part 3 – Estimating Proportion of Covered Material, by Items with and without a plastic component:

- 1) Part 3.A: For each material sorting category that consists of covered material that is not within the Plastic Material Class (i.e., for all sorting categories containing covered material in the Glass, Metal, Paper/Fiber, Wood & Other Organics Material Classes), the Contractor shall estimate the proportion, by weight, of each category that includes: (1) Items with at least one (1) plastic component; and (2) Items without a plastic component. The Contractor shall implement the proposed methodology to meet the goal of this analysis. For more information on the boundaries of data collection, including “plastic component,” reference Appendix B - Concepts Requiring Clarification for Data Collection.
- 2) Part 3.B: For each material sorting category that consists of covered material, the Contractor shall determine a weight-to-volume conversion factor for covered material sampled and sorted for Part 1 of the study. The Contractor shall implement their methodology to meet the goal of this analysis.

5. Tasks

A. Task 1 - Preparation for Kickoff Meeting, Kickoff Meeting with CalRecycle, and Review Proposed Work Plan

1) Kickoff Meeting

- a. Within three (3) calendar days of contract approval, the Contractor, in consultation with CalRecycle's Contract Manager (Contract Manager), shall determine a mutually agreed upon platform for a virtual meeting.
- b. Within three (3) calendar days of contract approval, CalRecycle will provide to the Contractor, by email, an updated Material Sorting List, the Data Submission Form as a Microsoft Excel Workbook File, Bi-monthly Sampling Report Template, and proposed facilities to be sampled based on recruitment and proposed sample allocations, by facility.

- c. At least one (1) calendar day prior to the kickoff meeting, the Contractor shall provide a meeting agenda via email to the Contract Manager.
- d. Within seven (7) calendar days of contract approval, the Contractor shall meet, as determined in Task 1.1) a., virtually with the Contract Manager and team for a kickoff meeting to review the Contract and discuss logistical details. The objective of the meeting is to ensure that the Contractor and CalRecycle have all necessary information for the study to be conducted as described in the work plan.
- e. Part 1 – Material Characterization Study
 - i. At the kickoff meeting, the Contractor and Contract Manager shall review logistical details and methodological details as proposed for Part 1 of the study.
- f. Part 2- Analysis – Estimating Hard-to-Sort Covered Materials
 - i. The Contractor shall discuss their methodology to estimate hard-to-sort covered material with CalRecycle, including any potential technologies the Contractor shall use to address the identification of these materials.
- g. Part 3 – Estimating Proportion of Covered Material, by Items with and without a plastic component
 - i. The Contractor shall discuss their methodology to estimate the portion of covered material by item with and without a plastic component and methodology for weight-to-volume conversion factors with CalRecycle.
- h. The Contract Manager will provide the following:
 - i. Feedback on the proposed work plan for Part 1.
 - ii. Feedback on the proposed analysis for Part 2.
 - iii. Feedback on the proposed analysis for Part 3.
 - iv. The study sampling sites (based on recruitment success). Refer to Appendix A, Table 2 for all potential sampling sites.
 - v. Initial field schedule plan (e.g., sampling seasons and site order) to refine with the Contractor.

2) Reviewing Work Plan

- a. MATERIAL SORTING LIST: This is the list of categories that sampled material shall be sorted into by the Contractor. The list is structured by Material Class, Material Type, and Form and includes a name and description for each sorting category, and examples of specific items that are included in each category. The preliminary Material Sorting List is provided in Appendix A, Table 3. CalRecycle will provide the Final Material Sorting List at the kickoff meeting. The sorting list may be refined, with no more than five (5) additional sorting categories.
- b. STUDY FACILITIES: This is the list of recruited facilities for the study (Study Facilities) for each field sampling period. This list will be a subset selected from the List of Disposal Facilities (Appendix A, Table 2). CalRecycle anticipates that the total number of study facilities will be a minimum of 15 and no more than 30. This list will include contact information for each facility.

- i. CalRecycle will perform the initial recruitment of each facility. Alternate facilities will be provided by CalRecycle to the Contractor as needed.
 - ii. CalRecycle will determine the list of study facilities and propose the order the facilities will be sampled at by sampling period.
 - iii. CalRecycle in consultation with the Contractor will set the initial field schedule.
- c. FINALIZED WORK PLAN: The finalized work plan shall be the work product from the kickoff meeting that describes how sampling will be conducted as well as other components of the study. The Contractor shall use the finalized work plan for tasks 2 through 5. The finalized work plan shall include the following:
- i. List of facility visits for field sampling, which shall be split into two (2) field sampling periods.
 - ii. The field sampling shall incorporate sampling methodology proposed by the Contractor and approved by CalRecycle.
 - iii. Sample allocation for each Study Facility, including target number of samples per facility. Sample allocation will include projections of samples characterized by hand sort. Sample allocation will be proposed by CalRecycle and confirmed by the Contractor.
 - iv. Methodology for the collection of representative samples at facilities from different source sectors.
 - v. The Contractor shall submit to the Contract Manager the finalized work plan resulting from the review of the proposed work plan at the kickoff meeting, and meeting notes.

3) No work shall begin on subsequent tasks without the Contract Manager's written approval.

B. Task 2 – Pre-fieldwork: Site Coordination with CalRecycle and Disposal Facilities, Determine Field Schedule, and Pre-Fieldwork Training

1) SITE COORDINATION and PRE-FIELDWORK SITE VISIT:

- a. The Contractor shall establish contact with the facilities and confirm logistics (e.g., identified sample collection date(s), sampling activity set up location, and health and safety requirements). The Contractor shall also confirm with the facilities the availability of a loader/skid steer loader and an equipment operator/driver (refer to Task 3.4) Equipment).
- b. If the Contractor determines that a site visit is required to collect additional information prior to sampling, the Contractor shall contact the site and coordinate with the Contract Manager and project team to facilitate a visit. The Contractor may collect vehicle data during a pre-fieldwork visit to estimate the anticipated inbound vehicle traffic during sampling days at the site.
- c. For each facility, the Contractor shall complete and submit to the Contract Manager a site-specific work plan at least seven calendar (7) days prior to conducting the on-site fieldwork as outlined in Task 3.

2) FIELD SCHEDULE:

- a. The Contract Manager will coordinate with the Contractor to establish the field schedule as described above in Task 1.
- b. No later than twenty-one (21) calendar days prior to the start of each sampling period, the Contract Manager will provide the Contractor with an initial schedule for each sampling

period. The Contractor shall confirm with the Contract Manager in writing that the schedule is finalized and confirmed with study facilities within four (4) calendar days of the receipt of the finalized schedule.

- c. The Contractor shall coordinate with the Contract Manager to minimize changes to the field schedule. Within three (3) calendar days of determining whether a site is not suitable for sampling, the Contractor shall request in writing a replacement sampling site, if needed, from the Contract Manager. The Contractor shall describe why the original sampling site is not suitable in their request. The Contract Manager will have five (5) calendar days to provide the Contractor with a replacement site.
- d. The Contractor shall, when confirming the schedule for sampling activities at each site, ensure accurate and representative sampling by including on the sample collection data form information on variations in site operations, waste flows, on-site processing/handling and other relevant information as determined by the Contractor.
- e. For Parts 2 and 3, the Contractor shall be responsible for adhering to the agreed upon logistical arrangements needed to conduct the analyses.

3) REQUIRED PRE-FIELDWORK MATERIAL CHARACTERIZATION STUDY TRAINING:

CalRecycle, in consultation with the Contractor, will conduct pre-fieldwork training prior to the first field sampling period. CalRecycle will host this training virtually. The Contractor and all subcontractors shall participate in the required Pre-Fieldwork Material Characterization Study training. The training will occur no less than fourteen (14) calendar days prior to the start of fieldwork (the first field sampling period). The Contractor shall submit a participant roster of the Contractor's project team to the Contract Manager no less than five (5) calendar days prior to the training. On the day of the training, the Contract Manager will compare the Contractor's list of participants to the attendees. The Contractor shall ensure all team members attend the training. If a Contractor's team member is unable to participate in the required scheduled pre-fieldwork training, the Contractor shall notify the Contract Manager as soon as possible. The Contractor and CalRecycle will identify a mutually agreeable date and time, prior to the start of fieldwork, to conduct one make-up training session. If the Contractor has at least one team member who does not participate in the required training, this deliverable and associated deliverable payment will be reduced as outlined in the pay-per-deliverable structure.

C. Task 3 – Perform Fieldwork-Field Sampling and Material Sorting for Parts 1 through 3 of the Study

- 1) SAMPLING PERIODS: The Contractor shall conduct sampling for the study during two (2) 2-month sampling periods. CalRecycle anticipates that the two (2) sampling periods will span the calendar year 2024 and early 2025.
- 2) SAMPLING SITES: If the Contractor determines a sampling disposal site is not suitable for sampling, the Contractor shall follow the procedure described in Task 2.2) c., above.
- 3) INITIAL MATERIAL CHARACTERIZATION STUDY FIELDWORK: The first two (2) disposal sampling sites of the study shall be within a 100-mile radius of Sacramento. The Contract Manager, in coordination with the Contractor, will determine the location of the first two (2) disposal sites for sampling.
- 4) EQUIPMENT: The Contractor shall provide all equipment needed for fieldwork, including health and safety equipment. During the initial site recruitment, CalRecycle will verify if a loader/skid steer loader and equipment operator/driver are available on-site. Ultimately, it shall be the Contractor's responsibility to confirm if a loader/skid steer loader and equipment

operator/driver are available on-site. If the Contractor determines a loader/skid steer loader or similar equipment and an equipment operator/driver are not available, the Contractor shall arrange to rent a loader/ skid steer loader or similar equipment and provide a certified/trained operator/driver. In the event the Contractor must rent equipment, CalRecycle shall not be responsible for loss or damage to the rented equipment if sustained in the normal course and scope of use. The Contractor must provide a copy of the certification to the Contract Manager prior to the site visit.

5) VEHICLE SURVEYS:

- a. Based on the proposed methodology, the Contractor shall conduct a vehicle survey.
- b. Through vehicle surveys and any other data collected from sample sites, the Contractor shall determine the percentage of the disposed waste stream that is from single-family residential, multi-family residential, commercial/industrial, self-haul and mixed waste sectors. These surveys of incoming vehicles shall be conducted at the gate of each facility used for composition sampling, on the same days as sampling.
- c. The Contractor shall further classify the commercial/industrial into commercial/industrial and multi-family residential since multi-family residential disposed material is often collected by commercial/industrial route vehicles.
- d. The Contractor shall further classify the self-haul sector into residential, construction and demolition (C&D), roofing, landscaper, general commercial/industrial (other than C&D, roofing, and landscaper), and possibly other sub-sectors as identified by CalRecycle staff.
- e. The Contractor shall plan for and employ a sufficient methodology to ensure that large facilities with multiple gatehouses or scales are representatively surveyed at each scale (for example, using one (1) surveyor at each scale where there are multiple gates or scales).

6) VEHICLE SELECTION: The Contractor shall select vehicles from which to collect samples to comply with the sample source sector allocations provided by the Contract Manager. The source sector allocations shall specify the number of samples to be taken from vehicles delivering single-family residential route loads, commercial/multi-family route loads, transfer truck loads, and self-haul loads. The Contractor shall select vehicles from which to sample in a manner that is representative of the loads delivered to the sampling site and does not introduce bias.

7) VEHICLE DATA COLLECTION: For each load sampled at a facility, the Contractor shall obtain and record:

- a. A unique identification (ID) number for each sample taken.
- b. The date of collection.
- c. The name of the sampling site.
- d. Local weather conditions.
- e. Any notes or unusual circumstances.
- f. The jurisdiction (city or unincorporated county area) and county of origin.
- g. Vehicle type and the source sector including:
 - i. single-family residential route loa,
 - ii. commercial/multi-family route load
 - iii. transfer truck loads
 - iv. self-haul loads

- h. For each commercial/multi-family load, the estimated percentage of multi-family waste.
 - i. For each self-haul load, the subsector of origin:
 - i. residential,
 - ii. general commercial/industrial
 - iii. construction and demolition
 - iv. roofing
 - v. landscaper
 - vi. disaster debris
 - vii. designated waste, or
 - viii. other (specify subsector)
 - j. For each transfer truck, the total weight delivered, the name of the originating facility, the number of samples collected from the load, and any other pertinent information.
 - k. For each route-truck and self-haul vehicle, load weight, specifically the exact weight of the load as per the scale before entering the facility minus the unladen vehicle weight.
 - l. In the absence of a vehicle scale at a facility or a scale house, the Contractor shall use the methodology proposed in the Work Plan to estimate the load weight.
- 8) **SAMPLE COLLECTION:** The Contractor shall collect samples of materials from selected vehicles at sampling sites.
- 9) **SAMPLE WEIGHT:** The Contractor shall collect samples that weigh at least 200 pounds for each load sampled from all vehicle types. The Contract Manager shall reject each underweight sample and the Contractor shall substitute underweight samples with additional samples that meet the weight requirement. If a self-haul load weighs less than 200 pounds (as do many passenger carloads), the Contractor shall collect additional loads from the same class of vehicle and subsector of origin until the total weight exceeds 200 pounds. After combining these subsamples, the Contractor shall handle and count the aggregate as one (1) sample. If the submitted sample data is below 200 pounds, the samples shall not be accepted as fulfilling the terms of the contract, and the Contract Manager will have the discretion to withhold the payment for each underweight sample as outlined in Appendix A, Table 1, Pay-per-Deliverable.
- 10) **NUMBER OF SAMPLES PER LOAD:** The Contractor shall collect samples in a manner that is representative of the selected load and does not introduce bias.
- a. The Contractor shall collect only one (1) sample from each selected route truck or self-haul vehicle.
 - b. For each selected transfer truck, the Contractor shall collect two (2) samples, each composed of three (3) subsamples from distinct locations in the load.
- 11) **CHARACTERIZING THE MATERIAL BY HAND-SORTING:** After a load is selected, the Contractor shall determine if hand-sorting is both practical and safe (based on their proposed methodology).
- a. If hand-sorting is acceptable:
 - i. The Contractor shall screen sampled material through a two-inch screen prior to hand sorting.

- ii. The Contractor shall hand-sort samples of material destined for disposal into sorting categories listed in Appendix A, Table 3.
 - iii. The Contractor shall sort all materials with a particle size of two (2) inches or larger. If it is practical to sort distinct, easily identifiable, and sortable objects (such as plastic bottle caps) that are smaller than two (2) inches, the Contractor shall do so.
 - iv. For materials that fall through a two-inch screen, the Contractor shall differentiate them by Material Class (Glass, Ceramic, Paper/Fiber, Plastic, Metal, and Wood and Other Organics), whenever feasible without need for additional hand sorting. If further differentiation is not feasible, not easily identifiable, and not sortable material, the small material shall be sorted into the Mixed Residue sorting category.
 - v. For material that is difficult to sort due to adhesion, wetness, or partial decomposition, the Contractor shall make their best judgement to categorize the material. If it is practical to separate joined materials (such as a zip lock bag with metal screws in it), the Contractor shall do so.
 - vi. CalRecycle reserves the right to make final determinations for which categories a sorted material is sorted into.
 - vii. CalRecycle reserves the ability to further sort material and conduct further investigation.
- b. If hand-sorting has been determined to be impractical and/or unsafe:
- i. The Contractor shall discuss with on-site CalRecycle staff the reason why a sample has been determined to be impractical and/or unsafe. The CalRecycle staff will make the final determination on whether to substitute another sample from the same type of source sector. CalRecycle staff will direct the Contractor to collect another sample or sort the sample in question.
 - ii. The Contractor shall document the reasons that hand-sorting is not safe or practical.
 - iii. If it is determined that another sample is to be collected, the Contractor shall substitute this sample for one that can be hand-sorted.

12) FOR PART 2: ESTIMATING THE HARD-TO-SORT COVERED MATERIAL:

- a. For sorting categories in which covered material is not separable from other types of material (e.g., food discarded in original packaging), the Contractor shall use the materials sorted from Part 1 and based on their methodology estimate the proportion of the sorting category, by weight, that is covered material. The Contractor shall also estimate the proportion of covered material, by material class.
- b. For sorting categories which are a mixture of covered material of unknown or mixed plastic resin type, the Contractor shall use the material sorted from Part 1 and based on their methodology, differentiate between difficult or unlabeled plastics by resin type, including estimates of the proportions of each category that are comprised of #1, #2, #3, #4, #5, #6, and all other resin types.

13) FOR PART 3: ESTIMATING THE PROPORTION OF COVERED MATERIAL BY ITEM WITH AND WITHOUT PLASTIC COMPONENT:

- a. For each material sorting category that consists of covered material that is not within the Plastic Material Class (i.e., for all sorting categories containing covered material in the

Glass, Metal, Paper/Fiber, Wood and Other Organics Material Classes), the Contractor shall use material sorted from Part 1 and based on their methodology in their proposal shall estimate the proportion each category that includes: (1) Items with at least one plastic component; and (2) Items without a plastic component.

- b. For categories which are covered material, the Contractor shall use material sorted from Part 1 and based on their methodology determine a weight-to-volume conversion factor covered material collected for Part 1 of the study.

- 14) UNACCEPTABLE SAMPLES: If CalRecycle determines that a sample does not meet the standards of an acceptable sorted sample described above, CalRecycle reserves the right to halt work and facilitate additional training before resuming work.
- 15) HEALTH AND SAFETY: The Contractor shall maintain a written health and safety plan, implement health and safety measures, conduct training, and monitor effectiveness. The Contractor shall provide a copy of the health and safety plan to CalRecycle no less than thirty (30) calendar days prior to the start of the first sampling period. The Contract Manager may provide written feedback on the written health and safety plan. The Contractor shall comply with all local, state, and federal health and safety codes, regulations, and laws. The Contractor shall report any accidents, injuries, or near misses, as defined by the Federal Occupational Safety and Health Administration or the California Department of Industrial Relations' Division of Occupational Safety and Health standards, to the Contract Manager within 24 hours. Based on the severity of an accident, injury or near miss, the Contract Manager may require or recommend a safety stand-down or additional health and safety training.
- 16) FIELD OBSERVATIONS: The Contractor shall accommodate observation (including, but not limited to site tours, photography, and access to sorting area) by the Contract Manager, other CalRecycle staff, and other interested parties, at the sampling sites.
- 17) SUB-SORTS: The Contractor shall allow for CalRecycle staff to have access to and collect sorted materials for further sorting and analysis. The Contractor shall provide materials sorted by material class for CalRecycle staff to sub-sort. The Contractor shall allow CalRecycle to conduct a sub-sort of pre-sorted material adjacent or near the Contractor's sorting space.

D. Task 4 - Data Collection, Entry, Quality Assurance/Quality Control, and Submittal of Field Data

1) DATA COLLECTION FOR PART 1:

- a. The Contractor shall use software or a program approved by the Contract Manager to collect and record the data.
- b. The Contractor shall record all characterization data for each sample including all information identified in Task 3 and
 - i. The load weight (specifically the exact weight of the load as per the scale before entering the facility minus the unladen vehicle weight). In the absence of a vehicle scale at a facility, the Contractor shall use the methodology proposed in their proposal to estimate the load weight;
 - ii. The weight of each sorted material type; and
 - iii. The total sample weight.

- c. The Contractor shall use a scale that is calibrated and accurate to within 0.05 pounds. The Contractor shall use their proposed data collection and software storage as approved by the Contract Manager to collect and record weights. The Contractor shall record weights in decimal pounds. Upon the start of a field day, the Contractor shall ensure the scale instrument is providing accurate measurements by using the methodology proposed in the Work Plan.
 - d. The Contractor shall always have a back-up computer or smart device on-site at all times. Additionally, the Contractor shall maintain paper records if electronic devices are nonfunctional.
- 2) DATA COLLECTION FOR PARTS 2 AND 3:
- a. The Contractor shall use software or a program approved by the Contract Manager to collect and record the data.
 - b. The Contractor shall record all data as proposed to accomplish the goals for Parts 2 and 3.
- 3) DATA ENTRY AND QUALITY ASSURANCE/QUALITY CONTROL FOR PARTS 1-3
- a. The Contractor shall use the software or program, as proposed, for data collection and recording.
 - b. The Contractor shall implement Quality Assurance/Quality Control (QA/QC) measures when providing field-sorting data for each sorted sample (weight of each material type in the sample) and total sample weight.
 - c. The Contractor shall perform all data entry and follow all quality control measures in their Work Plan to ensure the accuracy of the data entered. The Contractor shall resolve any errors or discrepancies in data discovered during quality control activities and/or review by the Contract Manager.
 - d. The Contractor shall enter all data collected into electronic spreadsheets (e.g., Microsoft Excel) compatible with CalRecycle's computer system. The Contract Manager will approve the format and software. Upon contract approval, the Contract Manager shall provide the Contractor with a sample format for data submission. The Contractor shall submit all final data to CalRecycle in electronic form (e.g., via e-mail or uploaded to a secure shared drive).
- i. The Contractor shall present and submit the data as follows: sample identifications (IDs) in rows and collected data in columns. The Contractor shall submit complete data for each sample, including, at a minimum:
 - unique sample ID number,
 - name of facility/site sample was collected from,
 - date of collection,
 - the load weight of truck to be sampled for a hand-sort, specifically the exact weight of the load as per the scale before entering the facility minus the unladen vehicle weight. In the absence of a scale, the Contractor shall use the methodology proposed in the RFP to estimate the load weight,
 - total disposal sample weight,
 - weight of each disposal component in the sample by material type,
 - data used to calculate waste amounts,
 - truck/vehicle type,

- sector and subsector for self-haul,
- jurisdiction of origin (city or unincorporated county area) or facility of origin (for transfer trucks),
- county of origin,
- weather conditions on the day of collection,
- for commercial/multi-family route loads: estimated percentage of multi-family waste,
- for transfer trucks: name of originating facility,
- for transfer trucks: total weight of load delivered,
- weight of material type #1,
- weight of material type #2-etc., and
- any notes on special circumstance or other information, as applicable.

4) DATA SUBMITTAL

- a. The Contractor shall submit final and correct data, after the Contractor has thoroughly reviewed and subjected the data to stringent QA/QC procedures.
- b. For Part 1: The Contractor shall provide all data and information as indicated above.
- c. The Contractor shall submit all data required at least forty-five (45) calendar days before the end of the contract. This will allow enough time for the Contract Manager to review the data and correspond with the Contractor regarding any issues.
- d. The Contract Manager will have fifteen (15) calendar days to review the submitted data to ensure it is complete, understandable, and usable for subsequent analyses. The Contractor shall respond to any questions and address any problems or discrepancies found by the Contract Manager within ten (10) calendar days.

E. Task 5 - Submit Bi-Monthly Progress Reports, Confirmation of Field Data, and End of Sampling Period Summary Reports to CalRecycle

1) For All Parts: Bi-Monthly Field Progress Reports

- a. During the two (2) sample collection periods, the Contractor shall submit Bi-Monthly (twice a month) Field Progress Reports to the Contract Manager. CalRecycle will provide the Progress Report template to the Contractor during the kickoff meeting identified in Task 1. The Contractor may propose an alternative format to the progress report that meets the standards and objectives of the report and is subject to the prior written approval of the Contract Manager.
- b. In the report, the Contractor shall include:
 - i. Project statuses including progress made, dates of sampling activities and no sampling activities, work done and work pending, any deviation from the plan, and a detailed explanation for the deviation.
 - ii. Summary of sampling completed during the progress report time period, including total numbers of samples characterized and names of sites from which samples were collected for each sector and/or subsector.
 - iii. All data and information collected during the progress report reporting period.
 - iv. For Part 1: All data collected during Task 3 and 4

- v. For Part 2: Identify the samples, by sample identification number and to which analysis the sample information contributed to for Part 2.A or Part 2.B.
 - vi. For Part 3: Identify the samples, by sample identification number and to which analysis the sample information contributed to for Part 3.A or Part 3.B.
 - vii. Electronic files that contain the data collected from the previous time period.
 - viii. Copies of all paper field sheets (if any) from the previous time period's work.
 - ix. Reports of any problems, contingency measures taken, or significant findings encountered.
 - x. Recommendations for adjustments to field procedures, site selection, or general study parameters, if needed.
- c. The time period for each Field Progress Report shall cover either the first fifteen (15) days of a month (e.g. 1st-15th of a month) or the second half of the month (e.g. the 16th-30th/31st of a month). The Contractor shall have seven (7) calendar days after the end of the corresponding time period to submit the Field Progress Report to the Contract Manager.

2) For Part 1: Confirmation of Data Submission and Final Summary Reports

- a. Data Submission: The Contractor shall notify the Contract Manager if there are any changes or corrections to the data as soon as possible but not more than twenty (20) calendar days after the completion of data collection for each sampling period. The Contractor shall also notify the Contract Manager if there are no changes or corrections to the submitted data.
- b. Final Summary Reports: The Contractor shall prepare and submit to the Contract Manager a report, that follows the CalRecycle Contractor Publications Guide not more than twenty (20) calendar days after the end of the first and second field periods, summarizing information on all samples completed including the following:
 - i. The total number of samples collected and characterized,
 - ii. For each sample, corresponding site names from which the samples were obtained,
 - iii. For each sample, the sector and/or subsector,
 - iv. Discrepancies in data reported in the progress report;
 - v. A description and explanation of any differences between the agreed upon general work plan and the actual field sampling performed, and
 - vi. A description of any unusual circumstances.

3) For Part 2: Confirmation of Data Submission and Final Summary Reports

- a. The Contractor shall follow the submission schedule provided above in Task 5. 2) For Part 1: Confirmation of Data Submission and Final Summary Reports.
- b. The Contractor shall identify the samples, by unique sample identification number, that were used to contribute to the calculations and analysis in Part 2.A and Part 2.B.
- c. The Contractor shall provide the estimate of the proportion of the sorting category, by weight, that is covered material for sorting categories in which covered material is not separable from other types of material (e.g., food discarded in original packaging). The Contractor shall also provide the estimate of the proportion of covered material, by material class.

- d. The Contractor shall provide the estimate of the proportion of difficult or unlabeled plastics by resin type proportions of each category that are comprised of #1, #2, #3, #4, #5, #6, and all other resin types.
- e. The Contractor shall identify and provide a description of any problems, contingency measures taken, or significant findings encountered to conduct the analysis, along with recommendations for future analysis. Additionally, the Contractor shall provide and describe calculations, assumptions and measures used to arrive at the estimated proportions in 3) b. and 3) c., above.

4) For Part 3: Confirmation of Data Submission and Final Summary Reports

- a. The Contractor shall follow the submission schedule provided above in Task 5. 2) For Part 1: Confirmation of Data Submission and Final Summary Reports.
- b. The Contractor shall identify the samples, by unique sample identification number, that were used to contribute to the calculations and analysis in Part 3.A and Part 3.B.
- c. The Contractor shall provide the calculations and the proportion for each material sorting category that consists of covered material that is not within the Plastic Material Class (i.e., for all sorting categories containing covered material in the Glass, Metal, Paper/Fiber, Wood and Other Organics Material Classes), (1) Items with at least one plastic component; and (2) Items without a plastic component.
- d. The Contractor shall provide the calculations, assumptions used, and weight-to-volume conversion for categories which are covered material, collected for Part 1 of the study.
- e. The Contractor shall identify and provide a description of any problems, contingency measures taken, or significant findings encountered to conduct the analysis, along with recommendations for future analysis. Additionally, the Contractor shall provide and describe calculations, assumptions and measures used to arrive at the estimated proportions and weight-to-volume conversions in 4) b. and 4) c., above.

- 5) As outlined in Task 4.4) c., above, the Contractor shall submit all required data at least forty-five (45) days before the end of the contract. The Contractor shall submit any data corrections, revisions, or updates no later than fifteen (15) days before the end of the contract.

F. Task 6 – Post-Fieldwork Meetings

- 1) Within seven (7) calendar days after completion of each field sampling period, the Contractor shall meet via videoconference with the Contract Manager and CalRecycle project team. At the meeting the Contractor and the Contract Manager shall discuss any issues, and lessons learned during the field sampling period.
- 2) The Contractor shall provide written meeting notes to the Contract Manager within five (5) calendar days after the occurrence of each meeting. The Contract Manager shall review the meeting notes and either provide any changes to the meeting notes or provide approval of the meeting notes to the Contractor within seven (7) calendar days after receiving the meeting notes.

6. CalRecycle Responsibilities

- A. CalRecycle will identify and recruit disposal sites as sampling sites for inclusion in this study.
- B. CalRecycle will provide a Material Sorting List and Definitions by Category (Appendix A, Table 3).
- C. CalRecycle will coordinate field logistics and provide initial site logistics to the Contractor.
- D. CalRecycle will provide a sample quota per source sector for each site.
- E. CalRecycle will provide the initial sampling facility site schedule to the Contractor.
- F. CalRecycle will confirm the final field schedule provided by the Contractor.
- G. CalRecycle will provide field oversight and conduct quality assurance by performing sub-sorts or remainder material categories to ensure that covered materials are sorted into the correct remainder categories.
- H. CalRecycle staff will be present on-site during field sampling periods.
- I. CalRecycle staff will be responsible for photographing samples, including specific characterized and sorted materials.
- J. CalRecycle will conduct field sampling of sub-sorts of material that are outside the scope of the contracted work.
- K. CalRecycle will review submitted data. If an error or issue is found, CalRecycle will provide that feedback to the Contractor within the allowable timeframes.
- L. CalRecycle will review all deliverables, such as the selected entities/organizations for information acquisition, the acquired data, and the Final Report, prior to acceptance as complete.

7. Appendices

- A. Appendix A, Table 1: Pay-per-Deliverable structure
- B. Appendix A, Table 2: List of Prospective Disposal Facilities for On-Site Sampling
- C. Appendix A, Table 3: Material Sorting List and Definitions by Category
- D. Appendix B – Concepts requiring clarification for data collection

8. Pay-per-Deliverable Structure

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

This table describes the Pay-per-Deliverable structure for this contract.

Task	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
Task 1 - Preparation for Kickoff Meeting, Kickoff Meeting with CalRecycle, and Review Proposed Work Plan A meeting deliverable is considered “complete” only if A meeting agenda is provided as described in Task 1;	The Contractor’s compensation for this deliverable, includes all work performed as part of Task 1. The Contractor must indicate the cost for the initial meeting and associated deliverables in their proposal (\$/meeting deliverable).	Tasks 1, 2, 5 and 6 Shall Not Exceed 35% of Proposal Cost

Task	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
- Meeting notes are submitted as described in Task 1; - A final work plan is submitted to CalRecycle and approved in writing by the Contract Manager; A meeting is considered “incomplete” if any of the above conditions are not met.	For a “complete” meeting deliverable, 100 percent of the proposed deliverable costs will be paid. For an “incomplete” meeting deliverable, the Contractor’s remedial options are as follows: - Correct all identified issues and resubmit the deliverable(s) within seven (7) calendar days of receiving notice of an issue from CalRecycle (beyond the specified time requirements in Task 1). If approved, the corrected meeting deliverable is eligible for 95 percent of the per-meeting price and the Contractor shall be instructed to invoice CalRecycle accordingly. - If the meeting deliverable is corrected and resubmitted more than seven (7) calendar days after CalRecycle’s initial notice, the corrected deliverable is eligible for fifty (50) percent of the per-meeting price and the Contractor shall be instructed to	

Task	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
	invoice CalRecycle accordingly. • If the deliverable is corrected and resubmitted at or more than sixty-one (61) days after CalRecycle's initial notice, it will be deemed "incomplete" and is not eligible for payment. • If deliverables are not resubmitted, they will be deemed "incomplete" and not eligible for payment. Zero (0) percent will be paid for any meetings that are not "complete" as defined.	
Task 2 - Pre-fieldwork: Site Coordination with CalRecycle and Disposal Facilities, Determine Field Schedule, and Pre-Fieldwork Training A pre-fieldwork deliverable is considered "complete" if: • Site-specific work plans are submitted for each facility to be sampled at as outlined in Task 2 (anticipate 15-30 sites); • The Contractor submits a pre-fieldwork training roster as outlined in Task 2 and the Contractor's entire Project Team participates in the required pre-fieldwork	The Contractor's compensation for this deliverable, includes all work performed as part of Task 2. For a "complete" pre-fieldwork deliverable, 100 percent of the proposed deliverable cost per site-specific work plan or pre-fieldwork training attendance roster and participation of all team members submittal will be paid. For an "incomplete" deliverable of the pre-fieldwork training roster submittal or for non-participation of a Contractor Team member in either the originally scheduled or the make-up pre-fieldwork training	Tasks 1, 2, 5 and 6 Shall Not Exceed 35% of Proposal Cost

Task	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
training as outlined in Task 2. A deliverable is considered "incomplete" if any of the above conditions are not met.	session, there is no remedial option, the deliverable will be deemed "incomplete" and is not eligible for payment. For an "incomplete" site-specific work plan deliverable, the Contractor's remedial options are as follows: • Correct all identified issues and resubmit the site-specific work plan deliverable(s) within seven (7) calendar days of receiving notice of an issue from CalRecycle (beyond the specified time requirements in Task 2). If approved, the corrected site-specific work plan deliverable is eligible for 95 percent of the per-meeting price and the Contractor shall be instructed to invoice CalRecycle accordingly. • If the site-specific work plan is corrected and resubmitted between eight (8) and thirty (30) calendar days after CalRecycle's initial notice, the corrected deliverable is eligible for fifty (50) percent of the per-deliverable price and the	

Task	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
	Contractor shall be instructed to invoice CalRecycle accordingly. • If the site-specific work plan is corrected and resubmitted thirty-one (31) or more calendar days after CalRecycle's initial notice, the deliverable will be deemed "incomplete" and is not eligible for payment. Zero (0) percent will be paid for any submitted schedules that are not "complete" as defined.	
<i>Tasks 3 and 4</i> Task 3 - Perform Fieldwork-Field Sampling and Material Sorting for Parts 1-3 of the Study • Part 1 – Material Characterization Study • Part 2 – Estimating Hard-to-Sort Covered Material • Part 3 – Estimating Proportion of Covered Material, by Items with and without a Plastic Component Task 4 - Data Collection, Entry, Quality Assurance/Quality Control, and Submittal of Field Data	The Contractor's compensation for this deliverable, includes all work performed as part of Tasks 3 and 4. The Contractor must indicate the cost of this deliverable in their proposal. (\$/sample), along with individual cost per sample for Parts 2 and 3. For a complete sample and deliverables, 100 percent, if a sample is deemed "complete" by the Contract Manager, then 100 percent of the cost per sample deliverable will be paid. If a sample deliverable is deemed "incomplete" by the	Tasks 3 and 4 Shall Not be Less Than 65% of Proposal Cost

Task	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
A sample deliverable is considered “complete” only if the criteria below and as outlined in Tasks 3 and 4 are met. If an item from the list below is omitted or not as specified in the Contract, the specific sample deliverable will be considered “incomplete”: • All data for the vehicle survey is submitted as outlined in Task 3; • For collected material, the material is hand-sorted, sample weight is at least 200 pounds or approved alternative weight; • All estimated proportions for non-separable material sorting categories are estimated for each category, by weight, that is a covered material category, by material class using an approved methodology; • All hard-to-identify sorted plastic material are estimated, by weight, into their respective resin types using an approved methodology; • All sorting categories that do not fall within the plastic material class have an estimated	Contract Manager, then the Contractor’s remedial options are as follows: • Correct all identified issues and resubmit the sample and data deliverable(s) within seven (7) calendar days of receiving notice of an issue from CalRecycle. If approved, the corrected data is eligible for 100 percent of the per-sample price and the Contractor shall be instructed to invoice CalRecycle accordingly. • If sample deliverable is 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 corrected sample and data deliverable(s) is eligible for 75 percent of the per-sample price and the Contractor shall be instructed to invoice CalRecycle accordingly. • If sample and data deliverable(s) is corrected and resubmitted at or less	

Task	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
proportion, by weight, of material that contain a plastic component, and those that do not contain a plastic component using an approved methodology; • A weight-to-volume conversion factor is provided for every sorting category; • All data have passed the QA/QC per the Proposer's methodology in accordance with Task 4; • All data and information acquired and submitted to CalRecycle as outlined in Task 3 and 4	than thirty (30) calendar days before the contract ends, it will be deemed "incomplete" and is not eligible for payment. • If sample deliverables are not corrected and resubmitted, it will be deemed "incomplete" and are not eligible for payment. Zero (0) percent will be paid for any submitted schedules that are not "complete" as defined.	
Task 5 - Submit Bi-Monthly Progress Reports, Confirmation of Field Data, and End of Sampling Period Summary Reports to CalRecycle For Bi-Monthly Progress Reports and Field Data Deliverables are considered "complete" if: • All data and information are provided for the Bi-Monthly Progress Reports as described in Task 5 is submitted; • Summary Reports as described in Task 5 are submitted, and	The Contractor's compensation for this deliverable, includes all work performed as part of Task 5. The Contractor must indicate (1) the cost of the bi-monthly progress deliverable in their proposal, (2) the cost of the summary report deliverable, and (3) a sub-cost of the Part 2 and 3 analyses, which should be included in the total of the summary report deliverable. (\$/deliverable). Bi-Monthly Progress Reports and Data: For submission of Progress Reports and data that are submitted within	Tasks 1, 2, 5 and 6 Shall Not Exceed 35% of Proposal Cost

Task	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
- All data is submitted as described in Task 5 for Parts 1-3. A Progress Report/Field Data Deliverable is considered “incomplete” if any of the above conditions are not met. For End of Sampling Period Summary Reports and Data Deliverables are considered “complete” if: - For Part 1: All data and information are provided in the Summary Reports as described in Task 5 are submitted; - For Part 2: The estimated proportions of difficult to sort covered materials, estimated proportions of plastics, and information as described in Task 5.3) b.-e. are submitted; - For Part 3: The estimated proportions of covered materials with at least one (1) plastic component and without a plastic component, the weight-to-volume conversions for categories which are a covered material, and information as described in Task 5.4) b.-e. are submitted. A summary report deliverable is considered “incomplete” if	seven (7) calendar days after the end of the preceding first or second half of the month during a sampling period and is deemed “complete” by the Contract Manager, 100 percent of the proposed deliverable cost will be paid. If a Progress Report deliverable is submitted more than seven (7) calendar days after the preceding first or second half of the month during a sampling period, then the deliverable is deemed “incomplete” by the Contract Manager. Follow remedial options: The Contractor’s remedial options are as follows: - Correct all identified issues and resubmit the report within seven (7) calendar days of receiving notice of an issue from CalRecycle. If approved, the corrected data is eligible for 100 percent of the per-sample price and the Contractor shall be instructed to invoice CalRecycle accordingly. - If data is corrected and resubmitted more than seven (7) calendar days after CalRecycle’s initial notice, and with more than thirty (30)	

Task	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
any of the above conditions are not met.	calendar days before the contract ends, the corrected data is eligible for 75 percent of the per-sample price and the Contractor shall be instructed to invoice CalRecycle accordingly. • If the report is corrected and resubmitted at or less than thirty (30) calendar days before the contract ends, it will be deemed “incomplete” and is not eligible for payment. • If the report is not resubmitted, it will be deemed “incomplete” and is not eligible for payment. If the Summary Reports deliverables are not submitted within twenty (20) calendar days after the end of the corresponding field season, then the deliverable is deemed “incomplete” by the Contract Manager. Zero (0) percent will be paid for any submitted schedules that are not “complete” as defined.	
Task 6 - Post-fieldwork Meetings A meeting is considered “complete” only if:	The Contractor’s compensation for this deliverable, includes all work performed as part of Task 6.	Tasks 1, 2, 5 and 6 Shall Not Exceed 35% of Proposal Cost

Task	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
Meeting notes are submitted as described in Task 6. A meeting is considered “incomplete” if the condition above is not met.	The Contractor must indicate the cost for the post-fieldwork meetings and associated deliverables in their proposal (\$/meeting). For a “complete” meeting, 100 percent of the proposed deliverable cost will be paid. For an “incomplete” meeting and deliverable, the Contractor’s remedial options are as follows: - 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 6). If approved, the corrected data is eligible for 75 percent of the per-meeting price and the Contractor shall be instructed to invoice CalRecycle accordingly. - If the deliverable is 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 corrected deliverable is	

Task	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
	eligible for 50 percent of the of the per-meeting price and the Contractor shall be instructed to invoice CalRecycle accordingly. • If the deliverable is corrected and resubmitted at or less than thirty (30) calendar days before the contract ends, it will be deemed “incomplete” and is not eligible for payment. • If deliverables are not resubmitted, it will be deemed “incomplete” and is not eligible for payment. Zero (0) percent will be paid for any meetings that are not “complete” as defined.	

9. Appendix A, Table 2. List of Prospective Disposal Facilities for On-Site Sampling

This table shows the list of prospective disposal facilities for on-site sampling for this study, sorted in descending order of tons of waste accepted in 2022.

Rank	Facility	Solid Waste Information System (SWIS) No.	County	Tons Accepted (2022)
1	El Sobrante Landfill	33-AA-0217	Riverside	3,282,127
2	Sunshine Canyon Landfill	19-AA-2000	Los Angeles	2,379,729
3	Frank R. Bowerman Landfill	30-AB-0360	Orange	2,227,355
4	Olinda Alpha Sanitary Landfill	30-AB-0035	Orange	2,197,955
5	Chiquita Canyon Sanitary Landfill	19-AA-0052	Los Angeles	1,999,971

Rank	Facility	Solid Waste Information System (SWIS) No.	County	Tons Accepted (2022)
6	Simi Valley Landfill and Recycling Center	56-AA-0007	Ventura	1,334,116
7	Otay Landfill	37-AA-0010	San Diego	1,210,369
8	Mid-Valley Sanitary Landfill	36-AA-0055	San Bernardino	1,078,599
9	Potrero Hills Landfill	48-AA-0075	Solano	1,047,957
10	Sycamore Landfill	37-AA-0023	San Diego	1,019,550
11	Altamont Landfill & Resource Recovery	01-AA-0009	Alameda	979,373
12	Forward Landfill	01-AA-0009	San Joaquin	909,098
13	West Miramar Sanitary Landfill	37-AA-0020	San Diego	886,394
14	Badlands Sanitary Landfill	33-AA-0006	Riverside	819,538
15	Sacramento County Kiefer Landfill	34-AA-0001	Sacramento	791,820
16	Antelope Valley Recycling & Disposal Facility	19-AA-5624	Los Angeles	771,818
17	Keller Canyon Landfill	07-AA-0032	Contra Costa	730,507
18	Recology Hay Road	48-AA-0002	Solano	714,721
19	American Avenue Disposal Site	10-AA-0009	Fresno	705,864
20	Prima Deshecha Sanitary Landfill	30-AB-0019	Orange	683,662
21	Monterey Peninsula Landfill	27-AA-0010	Monterey	672,561
22	Lamb Canyon Landfill	33-AA-0007	Riverside	606,405
23	Newby Island Sanitary Landfill	43-AN-0003	Santa Clara	595,368
25	Lost Hills Environmental Waste Facility	15-AA-0308	Kern	523,105
26	Corinda Los Trancos Landfill (Ox Mtn)	41-AA-0002	San Mateo	518,574
27	Bakersfield Metropolitan (Bena) Sanitary Landfill	15-AA-0273	Kern	505,152
28	Scholl Canyon Landfill	19-AA-0012	Los Angeles	424,852
29	Azusa Land Reclamation Co. Landfill	19-AA-0013	Los Angeles	409,562
30	Highway 59 Landfill	24-AA-0001	Merced	390,877
31	San Timoteo Sanitary Landfill	36-AA-0087	San Bernardino	387,656
32	Victorville Sanitary Landfill	36-AA-0045	San Bernardino	382,286
33	Calabasas Landfill	19-AA-0056	Los Angeles	372,034

Rank	Facility	Solid Waste Information System (SWIS) No.	County	Tons Accepted (2022)
34	Western Placer Regional Landfill	31-AA-0210	Placer	365,250
35	Foothill Sanitary Landfill	39-AA-0004	San Joaquin	332,874
36	Toland Road Landfill	56-AA-0005	Ventura	321,253
37	Recology Ostrom Road	58-AA-0011	Yuba	309,604
38	Visalia Disposal Site	54-AA-0009	Tulare	304,540
39	Central Disposal Site	49-AA-0001	Sonoma	304,271
40	Fink Road Landfill	50-AA-0001	Stanislaus	234,081
41	Billy Wright Disposal Site	24-AA-0002	Merced	232,532
42	Johnson Canyon Sanitary Landfill	27-AA-0005	Monterey	226,969
43	Fairmead Landfill	20-AA-0002	Madera	222,974
44	Red Bluff Landfill	52-AA-0001	Tehama	221,206
45	Shafter-Wasco Recycling & Sanitary Landfill	15-AA-0057	Kern	217,542
46	Redwood Landfill	21-AA-0001	Marin	199,810
48	Kirby Canyon Recycling and Disposal Facility	43-AN-0008	Santa Clara	199,628
49	North County Landfill & Recycling Center	39-AA-0022	San Joaquin	199,225
50	Yolo County Central Landfill	57-AA-0001	Yolo	197,760
51	Salton City Landfill	13-AA-0011	Imperial	192,888
52	Tajiguas Resource Recovery Project & Sanitary Landfill	42-AA-0015	Santa Barbara	183,773
53	Neal Road Recycling and Waste Facility	04-AA-0002	Butte	182,977
54	Cold Canyon Landfill	40-AA-0004	San Luis Obispo	178,496
55	West Central Landfill	45-AA-0043	Shasta	165,461
56	Guadalupe Sanitary Landfill	43-AN-0015	Santa Clara	165,284
57	Santa Maria Regional Landfill	42-AA-0016	Santa Barbara	147,562
58	L and D Landfill	34-AA-0020	Sacramento	138,470
59	Vasco Road Landfill	01-AA-0010	Alameda	138,296
60	Lancaster Landfill & Recycling Facility	19-AA-0050	Los Angeles	126,734

10. Appendix A, Table 3. Material Sorting List and Definitions by Category

This table shows the list of material sort categories, definitions, examples, and other additional required information.

The Contractor shall use the published SB54 Covered Material Category List dated July 1, 2024:

<https://calrecycle.ca.gov/packaging/packaging-epr/cmclist/>

Count	Class	Type	Form	Code ¹	Sorting Rule	Examples	Additional Required Information
1	Glass	Glass	Bottles and Jars – (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_G1N/P	Means glass bottles and jars that do not display the CRV indication ² . Includes whole and broken containers.	Food jars; Glass candle containers; Glass containers for personal care products; Salad dressing bottle; Sauce bottles;	n/a
2	Glass	Glass	Other Forms (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_G2N/P	Means glass that do not display the CRV indication ² and are not in the form of a bottle or jar. Includes whole and broken containers.	Glass ampule; Open-ended glass tube; Closed-ended glass tube	n/a

Count	Class	Type	Form	Code ¹	Sorting Rule	Examples	Additional Required Information
3	Glass	Glass	Potentially Reusable Packaging and Food Service Ware	Potential Reuse	Means packaging and food service ware composed of a durable product intended for multiple uses. Item is washable between uses. Excludes packaging and food service ware items intended for single use but reused incidentally.	Dishes; Refillable bottles; Durable items for the display, cooling, or transportation of food	n/a
4	Glass	Glass	Small – Two or more sides measuring 2” or less (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_G3N/P	Means any glass less than 2 inches such that it will pass through a screen with a 2-inch mesh.	Broken glass fragments; Perfume sample jar; Small glass containers; Herb jar; Cosmetic jars; Glass droppers; Glass spray bottles; Glass vials	n/a
5	Glass	Glass	Remainder/Composite Glass	n/a	Glass which does not fall into any of the above categories. Includes CRV beverage containers.	Flat glass; Automotive glass; Soda bottles; Beer bottles; Fruit juice bottles; Wine cooler bottles; Liquor bottles	n/a

Count	Class	Type	Form	Code ¹	Sorting Rule	Examples	Additional Required Information
6	Ceramic	Ceramic	All Forms (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_C41N/P	Means all forms of ceramic used for single-use food service ware or packaging.	Bottles and jars; Yogurt containers	n/a
7	Ceramic	Ceramic	Potentially Reusable Packaging and Food Service Ware	Potential Reuse	Means packaging and food service ware composed of a durable product intended for multiple uses. Item is washable between uses. Excludes packaging and food service ware items intended for single use but reused incidentally.	Dishes; Utensils; Durable items for the display, cooling, or transportation of food	n/a
8	Ceramic	Ceramic	Small – Two or more sides measuring 2" or less (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_C2N/P	Means any ceramic less than 2 inches such that it will pass through a screen with a 2-inch mesh.	Fragments of broken ceramic; Ceramic candle holder; Small ceramic containers	n/a
9	Ceramic	Ceramic	Remainder/Composite Ceramic	n/a	Ceramic which does not fall into any of the above categories.	Terra cotta pots; Ceramic tiles; Toilets; Sinks; Tubs	n/a

Count	Class	Type	Form	Code ¹	Sorting Rule	Examples	Additional Required Information
10	Metal	Aluminum	Non-aerosol Container (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_M1N/P	Means any container that is made mainly of aluminum, with or without lids attached, that do not display the CRV indication ² .	Meat cans; Aluminum food cans; Non-CRV bottles; Cups; Candle/decorative/screw top tins; Collapsible tubes	n/a
11	Metal	Aluminum	Foil sheets (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_M2N/P	Means aluminum foil, or aluminum item in the form of a sheet or wrap.	Aluminum foil sheets	n/a
12	Metal	Aluminum	Foil Molded Containers (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_M3N/P	Means flexible molded container composed of aluminum.	Molded trays; Takeout containers; Food trays; Pie pan	n/a

Count	Class	Type	Form	Code ¹	Sorting Rule	Examples	Additional Required Information
13	Metal	Aluminum	Aerosol cans (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_M4P	Means rigid aluminum cans with aerosol spray top. This subtype is used to store food and a variety of other household consumer items. Excludes any container believed to contain any amount of Household Hazardous Waste (HHW).	Aerosol personal care product containers; Aerosol cans for food products; Cleaning product spray cans	n/a
14	Metal	Aluminum	Other Forms (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_M5N/P	Means any aluminum item, other than aluminum cans, foils, or aerosol cans.	Lids	n/a
15	Metal	Tin/Steel/Bimetal	Non-aerosol (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_M6N/P	Means rigid containers made mostly of steel that do not display the CRV indication ² . These items will stick to a magnet and may be tin coated.	Soup cans; Coffee cans; Bimetal containers with steel sides and aluminum ends; Canned food containers; Candy tins	n/a

Count	Class	Type	Form	Code ¹	Sorting Rule	Examples	Additional Required Information
16	Metal	Tin/Steel/ Bimetal	Aerosol cans (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_M7P	Means rigid cans with aerosol spray top, made mostly of steel. Material will stick to a magnet. Includes materials marked with the number 40 and the code FE associated with chasing arrows, indicating steel.	Sunscreen can; Cleaning product spray cans; Whipped cream cans; Aerosol cans personal care products; Aerosol cans for food products	n/a
17	Metal	Tin/Steel/ Bimetal	Other Forms (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_M8N/P	Means single-use packaging or food service ware made of tin/steel/bimetal item that cannot be put in any other category.	Metal clothes hangers; Lids	n/a
18	Metal	Other Non- ferrous	All Other Forms (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_M9N/P	Means any single-use packaging and food service ware made of non-ferrous metal, that does not fit into any other category, that is not stainless steel and that is not magnetic.	Non-ferrous gift box; Non-ferrous candy box or container; Non-ferrous cookie box or container	n/a
19	Metal	Other Ferrous	All Other Forms (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_M10N/P	Means any single-use packaging and food service ware made of iron or steel that is magnetic.	Ferrous gift box; Ferrous candy box or container; Ferrous cookie box or container	n/a

Count	Class	Type	Form	Code ¹	Sorting Rule	Examples	Additional Required Information
20	Metal	Metal	Metal - Potentially Reusable Packaging and Food Service Ware	Potential Reuse	Means packaging and food service ware composed of a durable product intended for multiple uses. Item is washable between uses. Excludes packaging and food service ware items intended for single use but reused incidentally.	Dishes; Utensils; Durable items for the display, cooling, or transportation of food	n/a
21	Metal	Metal	Small – Two or more sides measuring 2” or less (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_M11N/P	Means metal less than 2 inches such that it will pass through a screen with a 2-inch mesh.	Bottle caps; Safety pins; Metal clasps	n/a
22	Metal	Metal	Remainder/Composite Metal	n/a	Means metal that cannot be put in any other category. Includes CRV beverage containers.	Soda cans and bottles; Beer cans and bottles; Wine cans; Cocktail beverage cans; Alcoholic seltzer cans; Motors; Major appliances; Insulated wire; Fasteners (such as nails and screws)	n/a

Count	Class	Type	Form	Code ¹	Sorting Rule	Examples	Additional Required Information
23	Paper/ Fiber	Kraft Paper	All Forms (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_PF1N/P	Means stiff, sturdy paper derived from wood pulp, usually brown but can be white or colored. <i>See footnote 3 (bags)</i>	Packaging paper; Envelopes; Mailers; Gift boxes; Shipping filler/cushioning paper; Floral arrangement wrapping paper; Butcher paper; Shipping boxes; Shipping tubes; Take out boxes	n/a
24	Paper/ Fiber	Molded Fiber	All Forms (Single-Use Packaging and Plastic Single-use Food Service Ware)	24_PF14N/P	Means paper fiber molded to shape designed specifically for packaging or food service ware.	Molded egg cartons; Containers; Packaging inserts; Fiber drums; Roll cradles; Cups; Bowls; Take-out containers; Trays	n/a
25	Paper/ Fiber	Multi-Material Laminate	Aseptic Cartons (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_PF415P	Means bleached polycoated paperboard containers or paper containers with a foil liner that do not display the CRV notification.	Juice, milk, water, cartons; Soup or broth cartons	n/a

Count	Class	Type	Form	Code ¹	Sorting Rule	Examples	Additional Required Information
26	Paper/ Fiber	Multi-Material Laminate	Gable-top Cartons (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_PF5P	Means plastic-coated paper-based cartons with a triangular top that do not display the CRV notification.	Milk cartons; Cartons for egg substitute; Juice carton	n/a
27	Paper/ Fiber	Multi-Material Laminate	Other Forms (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_PF7P	Means single-use packaging and food service ware, made mostly of paper laminated with plastic and/or other materials, that don't fit into any other category.	Food containers; Snack containers; Tobacco packaging	n/a
28	Paper/ Fiber	OCC	Waxed Cardboard (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_PF8N/P	Means waxed paper laminate usually composed of three layers. The center wavy layer is sandwiched between the two outer layers.	Produce boxes	n/a

Count	Class	Type	Form	Code ¹	Sorting Rule	Examples	Additional Required Information
29	Paper/ Fiber	OCC	Cardboard (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_PF9N/P	Means paper laminate usually composed of three layers. The center wavy layer is sandwiched between the two outer layers. It can be uncoated or have a (glossy) coating on the inside or outside. Excludes waxed cardboard.	Cardboard packaging and containers; Shipping and moving boxes; Electronic packaging cartons; Sheets used as dividers in boxes; Corrugated wrap; Shipping padding	n/a
30	Paper/ Fiber	Paperboard	All Forms (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_PF10N/P	Means single-use packaging and food service ware made of paperboard. Excludes cardboard (OCC).	Cereal boxes; Frozen food boxes; Candy/cookie boxes; Jewelry boxes; Cigarette boxes; Cosmetic boxes; Toilet paper tubes; Packaging inserts; Pasta boxes; Food trays	n/a
31	Paper/ Fiber	White Paper	All Forms (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_PF11N/P	Means single-use packaging and food service ware made of white paper.	White shipping envelopes with or without clear windows; White expandable packing paper	n/a

Count	Class	Type	Form	Code ¹	Sorting Rule	Examples	Additional Required Information
32	Paper/ Fiber	Other/Mixed Paper	All Forms of (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_PF12N/P	Means single-use packaging and food service ware made of other or mixed paper/fiber that does not fit into any other category.	Waxed paper liners; Waxed paper bags; Rosin paper; Freezer paper; Poly coated kraft paper; Reinforced kraft paper;	n/a
33	Paper/ Fiber	Other/Mixed Paper	Potentially Reusable Packaging and Food Service Ware	Potential Reuse	Means packaging and food service ware composed of a durable product intended for multiple uses. Item is washable between uses. Excludes packaging and food service ware items intended for single use but reused incidentally.	Durable items for the display, cooling, or transportation of food	n/a
34	Paper/ Fiber	Paper/Fiber	Small – Two or more sides measuring 2” or less (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_PF16N/P	Means any paper less than 2 inches such that it will pass through a screen with a 2-inch mesh.	Shredded paper; Paper scraps	n/a

Count	Class	Type	Form	Code ¹	Sorting Rule	Examples	Additional Required Information
35	Paper/ Fiber	Other/Mixed Paper	Remainder/Compo site Mixed Paper	n/a	Means any paper that cannot be put in any other category. Includes CRV beverage containers.	Self-adhesive notes; Hardcover and paperback; books Greeting cards; Printing or notebook paper; Newspapers; Magazines; Aseptic or gabletop cartons for wine or liquor	n/a
36	Plastic	PET (#1)	Bottles, Jugs, and Jars (Clear/Natural) (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_P1P	Means clear/transparent bottles, jugs, and jars that are marked and identified as PET or PETE (#1) that do not display the CRV indication ² .	Jars for food; Clear containers for household products (e.g. shampoo, cleaning products)	n/a
37	Plastic	PET (#1)	Bottles, Jugs, and Jars (Pigmented/Color) (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_P2P	Means tinted/pigmented/colored bottles, jugs, and jars that are marked and identified as PET or PETE (#1) that do not display the CRV indication ² . These may be translucent or opaque.	Jars for food; Containers for household products (e.g. shampoo, cleaning products)	n/a

Count	Class	Type	Form	Code ¹	Sorting Rule	Examples	Additional Required Information
38	Plastic	PET (#1)	Other Rigid Containers, Cups, Lids Plates, Trays, Tubs (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_P38P	Means a PET rigid plastic container, cup, lid, plate, tray, or tub that are marked and identified as PET or PETE (#1). Resin can be of any color, pigmented or clear. Includes thermoformed PET containers.	PET clamshell to-go containers; Berry containers; Plastic tubs used for lettuce; Cold cups; Trays; Cold cup lids; Plastic egg cartons; Plastic packaging for cupcakes; Clamshell packaging for hardware	n/a
39	Plastic	PET (#1)	Other Rigid Items (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_P439P	Means rigid items, other than bottles, jugs, jars, cups, lids, plates, trays, tubs and other containers, that do not fit in any other category that are marked and identified as PET or PETE (#1).	Toy packaging; Custom rigid packaging	n/a

Count	Class	Type	Form	Code ¹	Sorting Rule	Examples	Additional Required Information
40	Plastic	PET (#1)	Flexible and Film Items (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_P5P	Means flexible and film single-use packaging and food service ware items that are marked and identified as PET (#1) <i>See footnote 3 (bags)</i>	Wrap; Film	n/a
41	Plastic	HDPE (#2)	Bottles, Jugs and Jars (Clear/Natural) (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_P6P	Means clear/natural bottles, jugs, and jars, that are marked and identified as HDPE (#2) that do not display the CRV indication ² . The plastic is cloudy white, allowing light to pass through it.	Beverage containers for milk	n/a
42	Plastic	HDPE (#2)	Bottles, Jugs and Jars (Pigmented/Color) (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_P7P	Means tinted/pigmented/colored bottles, jugs, and jars, that are marked and identified as HDPE (#2) that do not display the CRV indication ² . These may be translucent (of a color other than milky-white) or opaque.	Beverage containers for milk; Food jars; Bottles or jugs for household products (e.g. shampoo, cleaning products)	n/a

Count	Class	Type	Form	Code ¹	Sorting Rule	Examples	Additional Required Information
43	Plastic	HDPE (#2)	Pails & Buckets (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_P8P	Means pails and buckets over 1-gallon (including 5-gallon buckets) that are marked and identified as HDPE (#2).	Bucket from drywall mud or roofing tar; Bulk food bucket	n/a
44	Plastic	HDPE (#2)	Other Rigid Items (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_P40P	Means rigid items, other than bottles, jugs, jars, pails, and buckets, that are marked and identified as HDPE (#2) and used as single-use packaging or food service ware.	Boxes for food; Boxes for household products (e.g. shampoo, cleaning products, cosmetics, detergents, bleach); Tubs for coffee creamer, margarine, cottage cheese; Yogurt tubs; Tubes for frozen juice; 4- or 6-carriers for aluminum beverage cans; Vehicle and equipment fluid bottles	n/a
45	Plastic	HDPE (#2)	Flexible and Film Items (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_P10P	Means flexible and film single-use packaging and food service ware items that are marked and identified as HDPE (#2). <i>See footnote 3 (bags)</i>	Mailing envelopes	n/a

Count	Class	Type	Form	Code ¹	Sorting Rule	Examples	Additional Required Information
46	Plastic	PVC (#3)	Rigid Items (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_P11P	Means rigid single-use packaging and food service ware items that are marked and identified as PVC (#3) that do not display the CRV indication ² .	Clamshells; Bottles; Jugs; Jars; Boxes	n/a
47	Plastic	PVC (#3)	Flexible and Film (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_P12P	Means flexible and film single-use packaging and food service ware items that are marked and identified as PVC (#3). <i>See footnote 3 (bags)</i>	Shrink film	n/a
48	Plastic	LDPE (#4)	Bottles, Jugs and Jars (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_P13P	Means bottles, jugs, and jars that are marked and identified as LDPE (#4) that do not display the CRV indication ² .	Honey bottles; Ketchup and mustard bottles Cosmetic bottles; Soap bottles; Shampoo and hair care bottles	n/a
49	Plastic	LDPE (#4)	Other Rigid Items (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_P14P	Means rigid items other than bottles, jugs, and jars that are marked and identified as LDPE (#4) and are used for single-use packaging or food service ware	Containers for food and other household items	n/a

Count	Class	Type	Form	Code ¹	Sorting Rule	Examples	Additional Required Information
50	Plastic	LDPE (#4)	Clear Non-Bag Film (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_P15P	Means film type items that are marked and identified as LDPE (#4) used in single-use packaging and food-service ware but not identified as a bag.	Food cling-wrap; Plastic cutlery packaging; Candy wrappers; Food packaging	n/a
51	Plastic	LDPE (#4)	Other Flexible and Film Items (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_P16P	Means flexible or film single-use packaging and food service ware items marked LDPE (#4). <i>See footnote 3 (bags)</i>	6-pack soda can/beer can rings; Bread bags; Mesh citrus bags;	n/a
52	Plastic	PP (#5)	Bottles, Jugs and Jars (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_P17P	Means bottles, jugs, and jars that are marked and identified as PP (#5) that do not display CRV indication ² .	Bottles for food and household products; Jars for personal care products	n/a
53	Plastic	PP (#5)	Other Rigid Containers, Cups, Lids, Plates, Trays, and Tubs (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_P41P	Rigid containers, cups, lids, trays, and tubs that are marked and identified as PP (#5). Includes thermoformed PP containers.	Clear cups and lids; Serving trays; Deli containers/tubs; To-go containers (e.g. clamshells); Plates; Multiple compartment trays/plates; Berry basket	n/a

Count	Class	Type	Form	Code ¹	Sorting Rule	Examples	Additional Required Information
54	Plastic	PP (#5)	Utensils	24_P19P	Means single-use utensils that are marked and identified as PP (#5). Excludes utensils that are clearly designed or labeled for reuse.	Knives; Forks; Spoons; Chopsticks; Coffee stirrer	n/a
55	Plastic	PP (#5)	Other Rigid Items (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_P20P	Means rigid single-use packaging and food service ware items that are marked and identified as PP (#5) that do not fit into another category.	Corrugated pads; Pipes; Pizza saver; Knife blade sheath	n/a
56	Plastic	PP (#5)	Clear Non-Bag Film (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_P21P	Means film type items that are marked and identified as PP (#5) but not identified as a bag and used for single-use packaging and food service ware.	Adhesive tape; Packing stretch wrap; Cellophane type film	n/a
57	Plastic	PP (#5)	Other Flexible and Film Items (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_P22P	Means flexible or film items that are marked and identified as PP (#5). <i>See footnote 3 (bags)</i>	Candy or snack bags; Rice bags; Dog and cat dry food bags; Poly strapping	n/a

Count	Class	Type	Form	Code ¹	Sorting Rule	Examples	Additional Required Information
58	Plastic	PS (#6)	Expanded/Foamed Hinged Containers, Plates, Cups, Tubs, Trays, and Other Foamed Containers (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_P23P	Means expanded/foamed items that are marked and identified as PS (#6) that are single use for food service ware or packaging.	Clamshell to-go containers; To-go soup containers; Plates; Cups; Expanded foam egg cartons; Meat trays	n/a
59	Plastic	PS (#6)	Other Expanded/Foamed Forms (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_P42P	Means expanded/foamed forms that are marked and identified as polystyrene (#6) items that do not fit into any other category.	Foam blocks; Polystyrene sheets; Foam rolls; Convuluted foam; Foam netting; Foam tubing; Wine shippers	n/a
60	Plastic	PS (#6)	Utensils	24_P27P	Means single-use utensils that are marked and identified as PS (#6). Excludes utensils that are clearly designed or labeled for reuse.	Forks; Knives; Spoons	n/a

Count	Class	Type	Form	Code ¹	Sorting Rule	Examples	Additional Required Information
61	Plastic	PS (#6)	Solid Hinged Containers, Plates, Cups, Tubs, Trays, and Other Solid Forms (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_P43P	Means solid items that are marked and identified as polystyrene (#6) used for single-use food service ware or packaging. Excludes foamed/expanded polystyrene.	Clamshell to-go containers; To-go soup containers; Plates; Cups; CD cases; DVD cases	n/a
62	Plastic	PS (#6)	Flexible and Film Items (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_P29P	Means flexible or film single-use plastic and food service ware items that are marked and identified as PS (#6). Excludes foamed polystyrene flexible and film items.	Polystyrene sheets for shipping or packaging.	n/a
63	Plastic	Plastics and Polymers Designed for Compostability	Rigid Items (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_P44P	Means a rigid plastic single-use packaging and food service ware item that is designed and marked for compostability.	To go containers; Cups; Plates	n/a

Count	Class	Type	Form	Code ¹	Sorting Rule	Examples	Additional Required Information
64	Plastic	Plastics and Polymers Designed for Compostability	Flexible and Film Items (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_P45P	Means flexible plastic or film single-use packaging and food service ware item that is designed and marked for compostability. <i>See footnote 3 (bags)</i>	Shipping pouches	n/a
65	Plastic	Multi-Material Laminate	Pouches and Envelopes (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_P46P	Means pouches and envelopes composed of multiple laminated layers of plastic and potentially other materials.	Shipping pouches; Mailing envelopes	n/a
66	Plastic	Multi-Material Laminate	Other Forms (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_P33P	Means any multi-material laminate item that does not fit into the other category and is used for single-use packaging and food service ware.	Snack pouches; Metallized food bags	n/a
67	Plastic	Other/Mixed Plastics	Textiles (non-organic/synthetic) (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_P34P	Means all fabric or textile single-use packaging and food service ware items that are made of any type of synthetic fiber or are a mixture of synthetic and non-synthetic fibers. Excludes bags or other items made of textiles that are not single-use.	Woven plastic rice bag; Packing material made of scrap fabric; Ribbon; Fabric bag	n/a

Count	Class	Type	Form	Code ¹	Sorting Rule	Examples	Additional Required Information
68	Plastic	Other/Mixed Plastics	Rigid Items (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_P35P	Means rigid which are made of plastic other than resins #1-6 or are otherwise unidentifiable by resin.	Bottles; Jugs; Jars; Food containers	<i>Hard to Identify Resin Category</i> This category will contain rigid items that belong in P35P and items where the resin is not easily identifiable. The Contractor will estimate the proportions of the total category that are comprised of #1, #2, #3, #4, #5, #6, and all other resin types.

Count	Class	Type	Form	Code ¹	Sorting Rule	Examples	Additional Required Information
69	Plastic	Other/Mixed Plastics	Flexible and Film Items (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_P36P	Means flexible or film plastic items that are made of plastics other than resins #1-6 or are otherwise unidentifiable by resin. <i>See footnote 3 (bags)</i>	Plastic wrap; Food pouches; Soap bladders	<i>Hard to Identify Resin Category</i> This category will contain flexible and film items that belong in P36P and items where the resin is not easily identifiable. The Contractor will estimate the proportions of the total category that are comprised of #1, #2, #3, #4, #5, #6, and all other resin types.

Count	Class	Type	Form	Code ¹	Sorting Rule	Examples	Additional Required Information
70	Plastic	Plastic	Plastic - Potentially Reusable Packaging and Food Service Ware	Potential Reuse	Means packaging and food service ware composed of a durable product intended for multiple uses. Item is washable between uses. Excludes packaging and food service ware items intended for single use but reused incidentally.	Dishes; Utensils; Durable Plasticware; Durable items for the display, cooling, or transportation of food	n/a
71	Plastic	Plastic	Small – Two or more sides measuring 2” or less (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_P47P	Any plastic less than 2 inches such that it will pass through a screen with a 2-inch mesh.	Packing peanuts; Caps and lids	n/a
72	Plastic	Plastic	Remainder/Composite Plastic	n/a	Means plastic that cannot be put in any other type. Includes CRV beverage containers.	Plastic toys; CRV Beverage containers; PVC Pipes; Agricultural film	n/a
73	Wood & Other Organic Materials	Wood	All Untreated Forms (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_WO1N/P	Means single-use packaging and food service ware items made of unpainted and untreated wood.	Wooden crates; Wooden boxes; Wooden pallets	n/a

Count	Class	Type	Form	Code ¹	Sorting Rule	Examples	Additional Required Information
74	Wood & Other Organic Materials	Wood	All Treated or Painted Forms (Single Treated/Painted/Stained Wood (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_WO2N/P	Means wood that has been treated with a chemical preservative like paint or varnish to protect it from its environment, including insects, microorganisms, fungi, etc.	Thermoformed or thermoglued wooden food packaging; Wooden cheese boxes	n/a
75	Wood & Other Organic Materials	Other/Mixed Organic	Textiles (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_WO3N/P	Means all fabric or textile single-use packaging and food service ware items that is made of any type of non-synthetic fibers such as cotton, hemp, linen, and jute.	Cloth (cotton) bag that sheets are sold in; Ribbon;	n/a
76	Wood & Other Organic Materials	Other/Mixed Organic	Other Forms (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_WO4N/P	Means single-use packaging and food service ware made of non-synthetic material that does not fall into any other category.	Mushroom packaging; Algal packaging (untreated)	n/a

Count	Class	Type	Form	Code ¹	Sorting Rule	Examples	Additional Required Information
77	Wood & Other Organic Materials	Other/Mixed Organic	Food Discarded in Original Packaging or Food Service Ware	Mixture	Means food intended for human consumption that was discarded in opened or unopened original packaging or in single-use food service ware such as takeout containers.	Box of lasagna; Packages meats; Wrapped/boxed sandwiches; Canned foods; Fruit cups, pudding cups Frozen meals; Drinks in non-CRV bottles	This category will contain food that has been discarded in original packaging or single-use food service ware that is not easily separable. The Contractor will estimate the proportion of the category that is food and the proportion that is covered material.

Count	Class	Type	Form	Code ¹	Sorting Rule	Examples	Additional Required Information
78	Wood & Other Organic Materials	Other/Mixed Organic	Wood/Organic - Potentially Reusable Packaging and Food Service Ware	Potential Reuse	Means packaging or food service ware composed of a durable product intended for multiple uses. Item is washable between uses. Excludes packaging and food service ware items intended for single use but reused incidentally.	Dishes; Utensils; Durable items for the display, cooling, or transportation of food	n/a
79	Wood & Other Organic Materials	Wood & Other Organic	Small – Two or more sides measuring 2” or less (Single-Use Packaging and Plastic Single-Use Food Service Ware)	24_WO6N/P	Any wood or organic-based packaging less than 2 inches such that it will pass through a screen with a 2-inch mesh.	Cork; Wooden buttons; Wooden skewers	n/a
80	Wood & Other Organic Materials	Other/Mixed Organic	Remainder/Composite Organic	n/a	Means organic material that cannot be put in any other category.	Food not discarded in packaging or food service ware; Yard Waste; Hair; Small wood products; Sawdust; Agriculture crop residues; Animal carcasses	n/a

Count	Class	Type	Form	Code ¹	Sorting Rule	Examples	Additional Required Information
81	Miscellaneous	Miscellaneous	Non-Food Discarded in Original Packaging	Mixture	Means any non-food item that was discarded in opened or unopened original packaging.	Cleaning product in original bottle; Nail polish in bottle	This category will contain non-food that has been discarded in original packaging and is not easily separable. The Contractor will estimate the proportion of the category that is non-food and the proportion that is covered material.

Count	Class	Type	Form	Code ¹	Sorting Rule	Examples	Additional Required Information
82	Miscellaneous	Miscellaneous	Remainder Miscellaneous	n/a	Means materials that do not belong in any other category. Includes Inerts & Others, HHW, E-Waste, Special Waste, & Miscellaneous	Concrete; Masonry; Drywall; Roofing; Carpet; Rock, Sand, Soil; Paint; Batteries; Pharmaceuticals; Tires; Mattresses and foundations; Furniture	n/a
83	Miscellaneous	Miscellaneous	Mixed Residue	n/a	Means material (including 2-inch-minus materials) that cannot be put in any other type or category. Includes mixed residue and materials smaller than two inches that cannot be further sorted.		n/a

Item Specific Footnotes:

1 – Code: Code refers to the Covered Material Categories (“CMC”) list published on December 28, 2023 pursuant to SB 54. This list is available online at <https://www2.calrecycle.ca.gov/Docs/Web/126582>. All sorting categories with a corresponding code are categories of covered material.

Sorting categories with the text “mixture” are categories in which a covered material was jointly discarded with other material (e.g., food discarded in original packaging). Sorting categories with the text “potential reuse” are categories for packaging and food service ware that may be reusable or refillable. Sorting categories with the text “n/a” are remainder categories for materials other than covered material.

2 – CRV: Beverage containers covered under the Beverage Container Recycling Program, or with the California Redemption Value (CRV) designation, should not be sorted into categories of covered material and are to be placed in the remainder material category appropriate to that material class (e.g., Remainder/Composite Glass, Remainder/Composite Metal, Remainder/Composite Paper, or Remainder/Composite Plastic)

3 – Bags: Bags, such as grocery bags, provided at the point of sale by retailers (i.e., a store other than a food service establishment) should not be sorted into categories of covered material. Similarly, bags that become associated with goods only after they arrive at a retail location should not be sorted into categories of covered material. These items should be sorted into the Remainder/Composite Plastic or Remainder/Composite Paper, as applicable.

Universal Footnotes:

Organization of Material Sorting List

Each sorting category identifies a combination of Material Class, Material Type, and Form. The categories are intended to apply to each detachable item of covered material individually (e.g., a cup and a lid would be categorized independently). If detachable items are discarded together and empty (e.g., a cup with a lid that is empty), they should each be sorted separately. If detachable items are discarded together but contain any liquid, food, or other contents, sorters are not expected to detach items to sort separately.

Dominance

When an item is composed of materials of different class or type that are not readily separable, such paper coated with plastic, the sorter will estimate which material, for both Material Class and Material Type, contributes most heavily to the overall weight. The item will then be sorted into the category accounting for the majority by weight.

This does not include packaging and its contents, per the Contamination topic below for more information.

Contamination

A. Food Contamination

- a. Evaluation of food contamination will first consider if the item is in its original packaging (whether opened or unopened) or is contained within single-use plastic food service ware. If so, the item will be sorted into the Food Discarded in Original Packaging or Food Service Ware category. If the item contaminated with food is not the original packaging of single-use food service ware, apply the guidelines provided in the Dominance topic, above.

B. Other Contamination

- a. Evaluation of non-food contamination will first consider if the item is in its original packaging (whether opened or unopened). If so, the item will be sorted into the Non-Food Discarded in Original Packaging category. If the item contaminated with the non-food item is not the original packaging, apply the guidelines provided in the Dominance topic, above.

11. Appendix B - Concepts Requiring Clarification for Data Collection

This section addresses concepts that are important to meeting the Contract's objectives, with specific importance to the completion of Tasks 2 through 5.

Disclaimer – The information provided in this appendix is intended solely to assist the Contractor in formulating and proposing a Study Design. The information does not constitute definitive legal interpretations, and any decisions made based on this information are at the Contractor's own discretion.

Covered Material

SB 54 applies to “covered material,” which PRC § 42041(e) defines as single-use packaging and plastic single-use food service ware. These two types of covered material are specifically described in the law as follows:

- A. **Single-use packaging [PRC § 42041(e)(1)(A)]** that is routinely recycled, disposed of, or discarded after its contents have been used or unpackaged, and typically not refilled or otherwise reused by the producer.
Packaging includes [PRC § 42041(s)]:
 1. **Primary Packaging:** Sales packaging or primary packaging intended to provide the user or consumer the individual serving or unit of the product and most closely containing the product, food, or beverage.
 2. **Secondary Packaging:** Grouped packaging or secondary packaging intended to bundle, sell in bulk, brand, or display the product.
 3. **Tertiary Packaging:** Transport packaging or tertiary packaging intended to protect the product during transport.
- B. **Plastic single-use food service ware [PRC § 42041(e)(1)(B)]**, including, but not limited to, plastic-coated paper or plastic-coated paperboard, paper or paperboard with plastic intentionally added during the manufacturing process, and multilayer flexible material. For purposes of this subparagraph, “single-use food service ware” includes both of the following:
 1. Trays, plates, bowls, clamshells, lids, cups, utensils, stirrers, hinged or lidded containers, and straws.
 2. Wraps or wrappers and bags used in the packaging of food offered for sale or provided to customers by food service establishments.

PRC § 42041(e)(2) identifies single-use packaging and plastic single-use food service ware that is not considered covered material, including beverage containers subject to the Beverage Container Recycling Program.

For the purposes of this study, plastic single-use food service ware included in PRC § 42041(e)(1)(B)(i) is considered covered material regardless of the point of sale or distribution. Plastic single-use food service ware included in PRC § 42041(e)(1)(B)(ii) is considered covered material only if it is used by food service establishments in the packaging of food.

For the purposes of this study, bags, such as grocery bags, provided at the point of sale by retailers (i.e., a store other than a food service establishment) should not be sorted into categories of covered material. Similarly, bags that become associated with goods only after they arrive at a retail location should not be

sorted into categories of covered material. These items should be sorted into the Remainder/Composite Plastic or Remainder/Composite Paper, as applicable.

Plastic Components:

As defined in PRC § 42041(u), Plastic Component means any single piece of covered material made partially or entirely of plastic. A plastic component may constitute the entirety of the covered material or a separate or separable piece of the covered material.

As defined in PRC § 42041(t), Plastic means a synthetic or semisynthetic material chemically synthesized by the polymerization of organic substances that can be shaped into various rigid and flexible forms and includes coatings and adhesives. “Plastic” includes, without limitation, polyethylene terephthalate (PET), high density polyethylene (HDPE), polyvinyl chloride (PVC), low density polyethylene (LDPE), polypropylene (PP), polystyrene (PS), polylactic acid (PLA), and aliphatic biopolyesters, such as polyhydroxyalkanoate (PHA) and polyhydroxybutyrate (PHB). “Plastic” does not include natural rubber or naturally occurring polymers such as proteins or starches.

For the purposes of this study’s data collection, a piece or subpart of covered material should be counted as a plastic component if the piece or subpart is made partially or entirely of plastic. For example, a piece of covered material made of paper with a plastic lining should be counted as a plastic component.

12. Contract Task Timeline

Task Number	Task Description	Duration	Start	Finish
1	Preparation for Kickoff Meeting, Kickoff Meeting with CalRecycle, and Review Proposed Work Plan	Until Contract Manager approval	Within 7 days of contract execution	Contract Manager Approval
2	Pre-fieldwork: Site Coordination with CalRecycle and Disposal Facilities, Determine Field Schedule, and Pre-Fieldwork Training	No less than 21 days	Upon Completion of Task 1	Contract Manager Approval
3	Perform Fieldwork-Field Sampling and Material Sorting for Parts 1-3 of the Study	~4 months	Upon completion of Tasks 1 & 2; Concurrent with Task 4 and 5.	Upon completion of all sorting samples required in Work Plan and Contract Manager Approval
4	Data Collection, Entry, Quality Assurance/Quality Control, and Submittal of Field Data	~6 months; Entire Contract	Concurrent with Task 3 and 5; No later than 30 days prior to Task 3	Upon completion of Task 3 and Contract Manager approval
5	Submit Bi-Monthly Progress Reports, Confirmation of Field Data, and End of Sampling Period Summary Reports to CalRecycle	~7 months	Concurrent with Task 3 and 4; No later than 21 days prior to the first 15 days of sampling for sampling period 1.	For sampling period 1: No more than 20 days of the end

Task Number	Task Description	Duration	Start	Finish
				of sampling period 1; • For sampling period 2: No more than 20 days after the end of sampling period 2.
6	Post-fieldwork Meetings	~2 months	- For sampling period 1: Within 7 days of the end of sampling period 1; - For sampling period 2: within 7 days of the end of sampling period 2.	- For sampling period 1: Within 14 days of the end of sampling period 1; - For sampling period 2: within 14 days of the end of sampling period 2.

13. Location of Services

Services will be provided state-wide, but regionally based sampling. The counties of California that may be used in sample allocation are landfills located in: Alameda, Butte, Contra Costa, Fresno, Imperial, Kern, Los Angeles, Madera, Marin, Merced, Monterey, Orange, Placer, Riverside, Sacramento, San Bernardino, San Diego, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Shasta, Solano, Sonoma, Stanislaus, Tehama, Tulare, Ventura, Yolo, and Yuba

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

14. Control of Work

A. The Contract Manager has the authority to determine the quality and acceptability of the following:

- Work to be performed
- Rate and progress of the work
- Fulfillment of the services provided by the Contractor
- Compensation for services provided by the Contractor

B. These decisions will be deemed final and enforceable by the Contract Manager when the Contractor fails to complete orders required by this Contract.

- C. The Contractor shall immediately bring any unanticipated issues to the attention of the Contract Manager. The Contract Manager will confer with appropriate CalRecycle staff, if necessary, and the Contractor to resolve the issue.
- D. The Contractor will designate a Project Manager who holds the following authority:
 - Act as the Contractor's Representative for work to be provided under this Contract
 - Act as the Contractor's Representative regarding contractual matters relating to this Contract
- E. If during the Contract, it is necessary to replace the Project Manager, Contract Manager approval is required.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. **INVOICING AND PAYMENT:**

A. For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for 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 8, 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

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 B.1

6. **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.

7. **PAY-PER-DELIVERABLE STRUCTURE:** This is a “Pay-per-Deliverable” contract. Individual deliverables, 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.

Appendix A, Table 1

Task	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
Task 1 - Preparation for Kickoff Meeting, Kickoff Meeting with CalRecycle, and Review Proposed Work Plan A meeting deliverable is considered “complete” only if • A meeting agenda is provided as described in Task 1; • Meeting notes are submitted as described in Task 1; • A final work plan is submitted to CalRecycle and approved in writing by the Contract Manager; A meeting is considered “incomplete” if any of the above conditions are not met.	The Contractor’s compensation for this deliverable, includes all work performed as part of Task 1. The Contractor must indicate the cost for the initial meeting and associated deliverables in their proposal (\$/meeting deliverable). For a “complete” meeting deliverable, 100 percent of the proposed task costs will be paid. For an “incomplete” meeting deliverable, the Contractor’s remedial options are as follows: • Correct all identified issues and resubmit the deliverable(s) within seven (7) calendar days of receiving notice of an issue from CalRecycle (beyond the specified time requirements in Task 1). If approved, the corrected meeting deliverable is eligible for 95 percent of the per-meeting price and the Contractor shall be instructed to invoice	Tasks 1, 2, 5 and 6 Shall Not Exceed 35% of Proposal Cost

Task	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
	CalRecycle accordingly. • If the meeting deliverable is corrected and resubmitted more than seven (7) calendar days after CalRecycle's initial notice, the corrected deliverable is eligible for fifty (50) percent of the of the per-meeting price and the Contractor shall be instructed to invoice CalRecycle accordingly. • If the deliverable is corrected and resubmitted at or more than sixty-one (61) days after CalRecycle's initial notice, it will be deemed "incomplete" and is not eligible for payment. • If deliverables are not resubmitted, it will be deemed "incomplete" and is not eligible for payment. Zero (0) percent will be paid for any meetings that are not "complete" as defined.	
Task 2 - Pre-fieldwork: Site Coordination with CalRecycle and Disposal Facilities, Determine Field Schedule, and Pre-Fieldwork Training A pre-fieldwork deliverable is considered "complete" if:	The Contractor's compensation for this deliverable, includes all work performed as part of Task 2. For a "complete" pre-fieldwork deliverable, 100 percent of the proposed tasks costs per site specific work plan or pre-	Tasks 1, 2, 5 and 6 Shall Not Exceed 35% of Proposal Cost

Task	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
- Site-specific work plans are submitted for each facility to be sampled at as outlined in Task 2 (anticipate 15-30 sites); - The Contractor submits a pre-fieldwork training roster as outlined in Task 2 and the Contractor's entire Project Team participates in the required pre-fieldwork training as outlined in Task 2. A deliverable is considered "incomplete" if any of the above conditions are not met.	fieldwork training attendance roster and participation of all team members submittal will be paid. For an "incomplete" deliverable of the pre-fieldwork training roster submittal or for non-participation of a Contractor Team member in either the originally scheduled or the make-up pre-fieldwork training session, there is no remedial option, the deliverable will be deemed "incomplete" and is not eligible for payment. For an "incomplete" site-specific work plan deliverable, the Contractor's remedial options are as follows: Correct all identified issues and resubmit the site-specific work plan deliverable(s) within seven (7) calendar days of receiving notice of an issue from CalRecycle (beyond the specified time requirements in Task 2). If approved, the corrected site-specific work plan deliverable is eligible for 95 percent of the per-meeting price and the Contractor shall be instructed to invoice CalRecycle accordingly.	

Task	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
	- If the site-specific work plan is corrected and resubmitted between eight (8) and thirty (30) calendar days after CalRecycle's initial notice, the corrected deliverable is eligible for fifty (50) percent of the per-deliverable price and the Contractor shall be instructed to invoice CalRecycle accordingly. - If the site-specific work plan is corrected and resubmitted thirty-one (31) or more calendar days after CalRecycle's initial notice, the deliverable will be deemed "incomplete" and is not eligible for payment. Zero (0) percent will be paid for any submitted schedules that are not "complete" as defined.	
<i>Tasks 3 and 4</i> Task 3 - Perform Fieldwork-Field Sampling and Material Sorting for Parts 1-3 of the Study - Part 1 – Material Characterization Study - Part 2 – Estimating Hard-to-Sort Covered Material - Part 3 – Estimating Proportion of Covered	The Contractor's compensation for this deliverable, includes all work performed as part of Tasks 3 and 4. The Contractor must indicate the cost of this deliverable in their proposal. (\$/sample), along with individual cost per sample for Parts 2 and 3.	Tasks 3 and 4 Shall Not be Less Than 65% of Proposal Cost

Task	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
Material, by Items with and without a Plastic Component Task 4 - Data Collection, Entry, Quality Assurance/Quality Control, and Submittal of Field Data A sample deliverable is considered “complete” only if the criteria below and as outlined in Tasks 3 and 4 are met. If an item from the list below is omitted or not as specified in the Contract, the specific sample deliverable will be considered “incomplete”: • All data for the vehicle survey is submitted as outlined in Task 3; • For collected material, the material is hand-sorted, sample weight is at least 200 pounds or approved alternative weight; • All estimated proportions for non-separable material sorting categories are estimated for each category, by weight, that is a covered material category, by material class using an approved methodology; • All hard-to-identify sorted plastic material are estimated, by weight, into their respective resin types	For a complete sample and deliverables, 100 percent, if a sample is deemed “complete” by the Contract Manager, then 100 percent of the cost per sample deliverable will be paid. If a sample deliverable is deemed “incomplete” by the Contract Manager, then the Contractor’s remedial options are as follows: • Correct all identified issues and resubmit the sample and data deliverable(s) within seven (7) calendar days of receiving notice of an issue from CalRecycle. If approved, the corrected data is eligible for 100 percent of the per-sample price and the Contractor shall be instructed to invoice CalRecycle accordingly. • If sample deliverable is 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 corrected sample and data deliverable(s) is eligible for 75 percent of the per-sample price and the Contractor	

Task	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
using an approved methodology; • All sorting categories that do not fall within the plastic material class have an estimated proportion, by weight, of material that contain a plastic component, and those that do not contain a plastic component using an approved methodology; • A weight-to-volume conversion factor is provided for every sorting category; • All data have passed the QA/QC per the Proposer's methodology in accordance with Task 4; • All data and information acquired and submitted to CalRecycle as outlined in Task 3 and 4	shall be instructed to invoice CalRecycle accordingly. • If sample and data deliverable(s) is corrected and resubmitted at or less than thirty (30) calendar days before the contract ends, it will be deemed "incomplete" and is not eligible for payment. • If sample deliverables are not corrected and resubmitted, it will be deemed "incomplete" and are not eligible for payment. Zero (0) percent will be paid for any submitted schedules that are not "complete" as defined.	
Task 5 - Submit Bi-Monthly Progress Reports, Confirmation of Field Data, and End of Sampling Period Summary Reports to CalRecycle For Bi-Monthly Progress Reports and Field Data Deliverables are considered "complete" if: • All data and information are provided for the Bi-Monthly Progress Reports as described in Task 5 is submitted;	The Contractor's compensation for this deliverable, includes all work performed as part of Task 5. The Contractor must indicate (1) the cost of the bi-monthly progress deliverable in their proposal, (2) the cost of the summary report deliverable, and (3) a sub-cost of the Part 2 and 3 analyses, which should be included in the total of the summary report deliverable. (\$/deliverable).	Tasks 1, 2, 5 and 6 Shall Not Exceed 35% of Proposal Cost

Task	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
• Summary Reports as described in Task 5 are submitted, and • All data is submitted as described in Task 5 for Parts 1-3. A Progress Report/Field Data Deliverable is considered “incomplete” if any of the above conditions are not met. For End of Sampling Period Summary Reports and Data Deliverables are considered “complete” if: • For Part 1: All data and information are provided in the Summary Reports as described in Task 5 are submitted; • For Part 2: The estimated proportions of difficult to sort covered materials, estimated proportions of plastics, and information as described in Task 5.3) b.-e. are submitted; • For Part 3: The estimated proportions of covered materials with at least one (1) plastic component and without a plastic component, the weight-to-volume conversions for categories which are a covered material, and information as described in Task 5.4) b.-e. are submitted.	Bi-Monthly Progress Reports and Data: For submission of Progress Reports and data that are submitted within seven (7) calendar days after the end of the preceding first or second half of the month during a sampling period and is deemed “complete” by the Contract Manager, 100 percent of the proposed task costs will be paid. If a Progress Report deliverable is submitted more than seven (7) calendar days after the preceding first or second half of the month during a sampling period, then the deliverable is deemed “incomplete” by the Contract Manager. Follow remedial options: The Contractor’s remedial options are as follows: • Correct all identified issues and resubmit the report within seven (7) calendar days of receiving notice of an issue from CalRecycle. If approved, the corrected data is eligible for 100 percent of the per-sample price and the Contractor shall be instructed to invoice CalRecycle accordingly. • If data is corrected and resubmitted more than seven (7) calendar days after CalRecycle’s	

Task	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
A summary report deliverable is considered “incomplete” if any of the above conditions are not met.	initial notice, and with more than thirty (30) calendar days before the contract ends, the corrected data is eligible for 75 percent of the per-sample price and the Contractor shall be instructed to invoice CalRecycle accordingly. • If the report is corrected and resubmitted at or less than thirty (30) calendar days before the contract ends, it will be deemed “incomplete” and is not eligible for payment. • If the report is not resubmitted, it will be deemed “incomplete” and is not eligible for payment. If the Summary Reports deliverables are not submitted within twenty (20) calendar days after the end of the corresponding field season, then the deliverable is deemed “incomplete” by the Contract Manager. Zero (0) percent will be paid for any submitted schedules that are not “complete” as defined.	
Task 6 - Post-fieldwork Meetings A meeting is considered “complete” only if:	The Contractor’s compensation for this deliverable, includes all work performed as part of Task 6.	Tasks 1, 2, 5 and 6 Shall Not Exceed 35% of Proposal Cost

Task	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
Meeting notes are submitted as described in Task 6. A meeting is considered “incomplete” if the condition above is not met.	The Contractor must indicate the cost for the post-fieldwork meetings and associated deliverables in their proposal (\$/meeting). For a “complete” meeting, 100 percent of the proposed task costs will be paid. For an “incomplete” meeting and deliverable, the Contractor’s remedial options are as follows: - 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 6). If approved, the corrected data is eligible for 75 percent of the per-meeting price and the Contractor shall be instructed to invoice CalRecycle accordingly. - If the deliverable is 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 corrected deliverable is eligible for 50 percent of the of the per-	

Task	Payment Structure	Cost Proposed is Not to Exceed the Listed Percent of Entire Project Cost
	meeting price and the Contractor shall be instructed to invoice CalRecycle accordingly. • If the deliverable is corrected and resubmitted at or less than thirty (30) calendar days before the contract ends, it will be deemed “incomplete” and is not eligible for payment. • If deliverables are not resubmitted, it will be deemed “incomplete” and is not eligible for payment. Zero (0) percent will be paid for any meetings that are not “complete” as defined.	

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

EXHIBIT B.1

COST SHEET

The Contractor's 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 and FOLLOW-ON CONTRACTS: Pursuant to PCC § 10365.5:
 - (a) No person, firm, or subsidiary thereof who has been awarded a consulting services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.
 - (b) Subdivision (a) does not apply to any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services contract that amounts to no more than ten (10) percent of the total monetary value of the consulting services contract.
 - (c) Subdivisions (a) and (b) do not apply to consulting services contracts subject to Chapter 10 (commencing with Section 4525) of Division 5 of Title 1 of the Government Code.
8. CONSULTING SERVICES: If this Agreement is for consulting services, the Contractor is hereby advised of its duties, obligations, and rights under PCC §§ 10335 through 10381.
9. DELIVERABLES: All documents and/or reports drafted for publication by or for CalRecycle in accordance with this contract shall adhere to CalRecycle's Contractor Publications Guide at www.calrecycle.ca.gov/Contracts/PubGuide/ and shall be reviewed by CalRecycle's Contract Manager in consultation with a CalRecycle editor.
 For contracts of \$5,000 or more, any document or written report prepared for or under the direction of CalRecycle, shall include a notation on the inside cover as follows:
 "Prepared as part of CalRecycle contract number [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. GENAI TECHNOLOGY AND REPORTING: During the term of the contract, 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. 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, 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. 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)

To be completed by Contractor

Name of Contractor:

Contract #:

Work Order #:

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

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

Contractor's Name _____ Date _____

Address _____

Fax _____ Phone _____

E-mail _____ Website _____

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

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

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

Print name_____
Signature_____
Company_____
Date**(See footnotes on the back of this page.)**

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

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

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

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

For additional information visit www.calrecycle.ca.gov/BuyRecycled/.

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

Attachment F - Proposal Completion Checklist

Please use this checklist to help prepare your proposal package to ensure all required items are included.

-
- ☐ Cover Letter with contact information and statements as required in the RFP.
 - ☐ Organizational information and Personnel Information (Resumes)
 - ☐ Proposal (detailed Work Plan)
 - ☐ Samples of Written Work
 - ☐ Copy of Required License(s) (Secretary of State)
 - ☐ Client References
 - ☐ Contractor Status Form
 - ☐ Bidder Declaration Form *shall be submitted even if participation levels are zero (write zero participation on form)*
 - ☐ DVBE Declaration DGS PD 843
 - ☐ Contractor Certification Clauses
 - ☐ Iran Contracting Act Certification
 - ☐ Darfur Contracting Act Certification
 - ☐ California Civil Rights Laws Certification
 - ☐ GenAI Disclosure STD 1000 Form
 - ☐ Cost Proposal Sheet
-

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

- ☐ One (1) unbound reproducible original Proposal package marked "Original"
 - ☐ One (1) Electronic copy of Proposal Package in Adobe Acrobat format with all documents in a single file, including the cost 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/>
-

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.