October 20, 2026

To: All Interested Proposers

Regarding: 2027 Processing Fee and Handling Fee Cost Survey, DRR26034.

CalRecycle uses a fully integrated electronic bid (eBid) submission platform to modernize procurement processes with a more user-friendly interface. CalRecycle is accepting Bidder/Proposer solicitations through our bidder portal.

Please use the following link and instructions to access the solicitation:

https://app.authorium.com/public/online_submissions/27a7ba70-d7db-47a1-b4b7-a24b18abef02

Step 1: Click the link provided above and select “Get Started” to register as a vendor. You will need to provide some basic information, such as your name, business name, and contact details, and create a unique password.

Step 2: Click on the opportunity title to see the solicitation. You may invite other collaborators from your company to view and respond to the solicitation from this page.

Step 3: To submit a bid or proposal for this solicitation, complete/prepare each of the documents or responses indicated on the solicitation response page. Using the “Next” button, move through the document and upload each item to the vendor portal in the identified location. In many cases, the required document will be provided as a link to download, complete, and upload to the same page. This process simplifies previously complicated submission folder structures and ensures all documents are stored in precisely the right location. You may save your progress and re-enter the portal at any time up to the final submission date and time.

Step 4: When your submission is ready to submit, simply click Submit and Complete. You will receive verification of the date and time your bid or proposal was submitted. This timestamp is visible at any time via the portal. If any documents are missing, this will be indicated by a red box. Scroll from top to bottom of the document to locate the missing field.

Note: All submission requirements must be completed prior to the portal accepting your submission. If you experience any issues opening the link, please try accessing it using a different web browser (such as Chrome or Edge).

Some browsers may block certain features, and switching usually resolves the problem.

For any questions relating to this solicitation, please contact:

Melissa Atencio at (916) 341-6544 or by email Contracts@calrecycle.ca.gov.

Sincerely,

Melissa Atencio

Contract Analyst

Administrative Services Branch

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Department of Resources Recycling and Recovery

Notice to Prospective Proposers

October 20, 2026

You are invited to review and respond to this Request for Proposal (RFP) Primary, entitled 2027 Processing Fee and Handling Fee Cost Survey, DRR26034. In submitting your Proposal, you shall comply with the instructions herein.

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

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

Melissa Atencio
contracts@calrecycle.ca.gov
(916) 341-6544

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

Melissa Atencio
Contract Administrator

1. OVERVIEW

1.1. 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.

1.2. CalRecycle Contact Information

Department of Resources Recycling and Recovery	
Physical Address:	1001 I Street Sacramento, CA 95814 CalRecycle Contracts Unit
Mailing Address:	P.O. Box 4025 Sacramento, CA 95812-4025 Attn: Contracts Unit, MS-19A
Phone:	(916) 341-6544
Email:	contracts@calrecycle.ca.gov

1.3. Service Needed

This Contract requires the Contractor to provide to CalRecycle technical services in conducting an economic study to determine the statewide weighted (by volume redeemed) average actual costs to recycle for certified recycling centers.

Refer to the sample Standard Agreement for a complete description of the EXHIBIT A: SCOPE OF WORK.

1.4. 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 the provisions, terms, or funding of this Contract in any manner.

Subject to the availability of funds and approval by CalRecycle, there is a current maximum budget of $2,500,000.00 (Two million five hundred thousand dollars and zero cents).

1.5. Contract Amendment

Contracts awarded based on a law requiring competitive bidding may only be amended if the law explicitly allows it and the amendment does not materially alter the original items. 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. Amendments are subject to the limitations set forth in the State Contracting Manual (SCM), including but not limited to Sections 3.09 and 5.81. Contracts awarded based on a law requiring competitive bidding may only be amended if the law explicitly allows it and the amendment does not materially alter the original terms.

All amendments require the execution of a Std. 213A and, if applicable, approval by the Department of General Services (DGS).

1.6. Payment Withhold

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

1.7. Contract Term

The term of this Agreement will span approximately sixteen (16) months and is expected to begin February 2027. CalRecycle reserves the right to amend the term of this Agreement as needs arise.

1.8. Process Type

Request for Proposal (RFP) (Primary Method)

1.9. Process Schedule

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

Advertisement Date	October 20, 2026
Questions Due by 5:00 pm	November 3, 2026
Submittals Due by 2:00 pm	December 7, 2026
Cost Proposal Opening at 10:00 A.M.	December 22, 2026
Post Notice of Intent	December 22, 2026

2. RULES AND CONDITIONS

2.1. Introduction

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

2.2. Commitment

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

- All items noted in RFP documents
- Special Terms and Conditions available for viewing in EXHIBIT D: SPECIAL TERMS AND CONDITIONS
- 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 shall include the current language, the proposed revised language, and the justification for the proposed revision. Any revisions are at the sole discretion of CalRecycle and will only be made under very limited circumstances in which the revisions apply to all Proposers and benefit or enhance the Contract.

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

2.3. 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.

2.4. Antitrust Claims

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

be made and become effective at the time the purchasing body tenders final payment to the Proposer. (See Government Code Section 4552.)

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the Proposal Package price, less the expenses incurred in obtaining that portion of the recovery. (See Government Code Section 4553.)

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

2.5. 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.

2.6. Public Records Act

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 any RFP package confidential.

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

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

submission to CalRecycle. Any claims of confidentiality or trade secret(s) except as to information that qualifies as such under the PRA or PCC may result in disqualification.

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

2.7. Written Questions

The RFP includes a formal question and answer period in which Proposers have the opportunity to submit questions. Proposers needing clarification of the requirements of this solicitation may submit questions to CalRecycle's Contracts Unit via email at Contracts@calrecycle.ca.gov. All inquiries must be received no later than November 3, 2026. Questions will not be accepted via any other method.

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

Oral communications with CalRecycle officers and employees shall be non-binding on the State and shall in no way exclude the Proposers of any obligations as set forth in this package. All questions or inquiries regarding this solicitation shall be submitted via email to CalRecycle's Contracts Unit at Contracts@calrecycle.ca.gov. Emails should be clearly marked "Questions Relating to SOLICITATION DRR26034." CalRecycle will not accept written questions through the electronic bid system.

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

2.8. Addenda

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

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

https://caleprocure.ca.gov/ and the CalRecycle webpage for this particular solicitation at **www.calrecycle.ca.gov/contracts.**

Any addendum that includes RFP (P)revisions will be made within the electronic bid system and a system-generated Summary of Changes document will be made available to all Proposers. The revisions will replace all prior versions of the RFP (P).

2.9. Modification of Submittals

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

- Log in to the electronic bid system Vendor Submission Portal and make any necessary changes to required documents.

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

2.10. 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.

2.11. Upload of Submittals

All required documents must be submitted through the electronic bid system Vendor Submission Portal. The required documents are provided as a reference file or a link to download, complete, and then upload. The electronic bid system allows for multiple file uploads. For any issues with completing an upload, Bidders must reach out to the Vendor support team via email at **support@authorium.com** for assistance. CalRecycle is not aware of any file size restrictions.

CalRecycle will not accept submittals after the deadline. To allow for any technical complications, Bidders are encouraged to submit their bids well in advance of the deadline.

2.12. Unreliable List

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

2.13. Electronic Waste Recycling

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

2.14. Use Tax

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

2.15. Subcontractors

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

The Department of General Services (DGS), Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) oversees the Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) certification programs. If awarded the Contract, the Contractor must use all of the SB and DVBE firms identified on the ATTACHMENT 9: BIDDER DECLARATION. 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.

2.16. 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.

In accordance with Government Code § 11019.3, a Contractor that is either a federally recognized Indian tribe or a nonprofit organization as defined by Section 501(c)(3) of the Internal Revenue Code may request an advance payment of up to twenty-five percent (25%) of the contract amount to address minimum immediate cash requirements necessary to carry out the purpose of this Contract.

A Contractor seeking an advance payment is responsible for reviewing Government Code § 11019.3 in its entirety to ensure it can comply with all statutory obligations. If the Contractor determines it can meet all statutory criteria and elects to request an advance payment, the Contractor may submit a written request to the Contract Manager prior to execution of the contract.

Consistent with Government Code § 11019.3, CalRecycle will prioritize requests from Contractors serving disadvantaged, low-income, and under-resourced communities, and those with documented cash flow challenges.

2.17. 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).

2.18. Generative Artificial Inetelligence

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

The firm must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

Upon notification by the firm of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State.

Government Code § 11549.64 defines “Generative Artificial Intelligence (GenAI)” as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system’s training data.

3. PROPOSAL SUBMITTAL REQUIREMENTS

3.1. 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.

3.2. Deadline

Proposal packages must be submitted through the electronic bid system. All submission requirements must be completed by the "Submittals Due by 2:00 pm" date in Section 1. OVERVIEW.

Proposals will not be accepted after the deadline.

3.3. Cover Letter

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

a. Name and address of the Proposer submitting qualifications;
b. Proposer’s Headquarters for purposes of this Agreement, if awarded;
c. Name, telephone number, and e-mail address of a person who can be contacted if further information is required;
d. Name, title, address, telephone number, and e-mail address of individual(s) with authority to execute a binding Agreement on behalf of the Proposer;

e. Statement that personnel who will provide services under the Agreement will have the required certifications and the Proposer shall have qualified personnel available to meet the service needs;
f. 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;
g. 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;
h. Statement acknowledging the receipt of all issued Addenda pertaining to this solicitation; and
i. 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.

3.4. Summary

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

3.5. Methodology

Proposals shall describe in detail how project objectives will be met and the methods the Contractor will use to achieve project objectives outlined in the EXHIBIT A: SCOPE OF WORK.

The methodology shall be described in sufficient detail to allow CalRecycle staff to evaluate the methods and shall 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 shall 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.

3.6. Organization

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

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

3.7. Qualifications and Resources

The Proposer shall have the experience, qualifications, and resources to perform the required tasks of the project. It is highly recommended that the majority of the Contractor's staff be Certified Public Accountants. This survey requires a high level of economic and statistical analysis, and it is expected that between 15–20 employees will be needed in order to conduct the cost survey.

Sampling plans historically have been designed based on a 90 percent confidence level and a 10 percent error rate. California Code of Regulations (CCR) § 2000(a)(47) specifies that a statistical sample means an estimate with an 85 percent confidence level. Additionally, CalRecycle's policy specifies a 10 percent error rate. Familiarity with the Beverage Container Recycling Program is highly desired.

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

- Experience
- Knowledge
- Educational Background
- Appropriate licensing

3.8. References

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

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

3.9. Samples of Written Work

The Proposer's team shall include a copy of verifiable written work that is similar in nature to the proposed project and deliverables. CalRecycle must be able to reasonably confirm the authenticity, origin, and relevance of each sample of written work. Submitted work should be clearly attributable to the Proposer and capable of being substantiated. At least one example should demonstrate each of the following:

This contract requires two (2) different final reports to be submitted, and each must include the methodology used, the analysis, any training that was required and any difficulties that were encountered during the survey. The Proposer must include an example of a final report that shows the degree of detail used in previous studies or written work that is similar in nature to the proposed project and deliverables.

3.10. Contractor Eligibility

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

3.11. 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.

- A Sole Proprietorship or General Partnership that is not registered with the Secretary of State must provide at least one of the following documents:
    - Copy of Fictitious Business name registration issued by the county where a business operates

  - A FEIN confirmation letter from the IRS confirming your business's Employer Identification Number (EIN), also known as a Federal Tax Identification Number (FEIN)
  - Proof of Business Insurance
  - Proof of registration with the Employment Development Department (EDD)
  - Invoice or contract on company letterhead demonstrating recent business activity
  - Proof of registration from the city, county or other local government entity in which the principal place of business is located.
  - A copy of the Proposer's SB/DVBE certification issued by DGS, OSDS.

- 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.

3.12. 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 6. DEFINITION AND TERMS, the ATTACHMENT 9: BIDDER DECLARATION shall be completed and submitted with the Proposal.
- If the Proposer has identified Subcontractors to be utilized to meet this goal, the ATTACHMENT 9: BIDDER DECLARATION 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).

3.13. 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 twenty-five percent (25%) of the total contract services to a California certified SB, will receive a five percent (5%) preference. Certification must be provided by DGS, OSDS.

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

The required list of California-certified small business subcontracts must be attached to the proposal 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 proposal price (as specified in the solicitation) per subcontractor. Use the Bidder Declaration form to report this information.

Questions regarding certification should be directed to the OSDS at Certification@dgs.ca.gov and/or (916) 375-4940. In no event shall the SB preference or non-SB subcontracting preference exceed $50,000 in any single proposal.

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

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

If the Proposer makes a commitment to achieve small business participation, then the Proposer, if awarded this contract, must within sixty (60) days of receiving final payment (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved (Government Code § 14841). Refer to ATTACHMENT 1: SMALL BUSINESS (SB) SUBCONTRACTOR PAYMENT CERTIFICATION > Section SMALL BUSINESS (SB) SUBCONTRACTOR PAYMENT CERTIFICATION form to fulfill this requirement.

3.14. Disabled Veteran Business Enterprise (DVBE) Participation

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

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

- If the Proposer is a certified OSDS DVBE, as defined in Section 6. DEFINITION AND TERMS the ATTACHMENT 9: BIDDER DECLARATION shall be completed and submitted with the Proposal.
- If the Proposer has identified Subcontractors to be utilized to meet this goal, the + ATTACHMENT 9: BIDDER DECLARATION shall be completed and submitted with the Proposal.
- Proposers claiming the DVBE incentive must complete and return the ATTACHMENT 2: DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS (DGS PD 843).

After being awarded, the 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.

The Contractor shall report and certify DVBE subcontractor payments to CalRecycle by completing and submitting an accurate Prime Contractor's Certification, ATTACHMENT 3: DISABLED VETERAN BUSINESS SUBCONTRACTOR PAYMENT CERTIFICATION (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). The Contractor agrees to comply with the rules, regulations, ordinances, and statutes that apply to the DVBE program as defined in § 999 of the M&VC, including, but not limited to, the requirements of § 999.5(d). (PCC § 10230.) Declarations (DGS PD 843).

3.15. 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 proposal 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 proposal price with one of 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 proposal 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 proposal price (as specified in the solicitation) per subcontractor. Use the ATTACHMENT 9: BIDDER DECLARATION to report this information.

Questions regarding certification should be directed to OSDS at Certification@dgs.ca.gov and/or (916) 375-4940.

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

CalRecycle will apply the incentive as follows:

For award based on low price, the incentive is applied by reducing the proposal price by the amount of incentive as computed from the lowest responsive and responsible proposal price. The computation is for evaluation purposes only.

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

A copy of the Proposer's DVBE certification should be included with the Proposal Package. For information on locating DVBE Resources, please refer to Section 3.18. SB/DVBE Resources.

If awarded, the Proposer who has made a commitment to achieve disabled veteran business enterprise (DVBE) participation, must within sixty (60) days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the contract; (2) the name and address of the DVBE(s) that participated in the performance of the contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the contract have been made to the DVBE(s); and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation (Military & Veterans Code (M&VC) § 999.5(d)). Refer to ATTACHMENT 3: DISABLED VETERAN BUSINESS SUBCONTRACTOR PAYMENT CERTIFICATION (STD 817) to fulfill this requirement.

3.16. Commercially Useful Function (CUF) Certification

Each listed certified SB/MB or DVBE (prime or subcontractor) must perform a "commercially useful function" in the performance of the contract as defined in Government Code Section 14837(d)(4). Proposers and any subcontractor who is not performing a CUF will have their proposals

deemed nonresponsive. A SB/MB or DVBE is deemed to perform a CUF when the contractor does all the following:

1. Is responsible for the execution of a distinct element of the work of the Agreement.
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 agreement, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.
5. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

Each listed certified SB/MB or DVBE is required to use ATTACHMENT 4: COMMERCIALLY USEFUL FUNCTION (CUF) CERTIFICATION (CALRECYCLE 75). Agreements resulting from this solicitation shall afterward be monitored for compliance with CUF for the duration of the agreement.

3.17. SB/DVBE Reporting Requirement

In compliance with GC § 14841, awarded Contractor shall, upon completion of an awarded contract for which a commitment to Small Business (SB) subcontractors, report to CalRecycle the actual percentage of small business participation that was achieved. Refer to ATTACHMENT 1: SMALL BUSINESS (SB) SUBCONTRACTOR PAYMENT CERTIFICATION to fulfill this requirement.

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 Disabled Veteran Business Enterprise (DVBE), certify to CalRecycle all of the following:

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

After being awarded, Contractor shall use the DVBE subcontractors or suppliers proposed in the proposal 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 proposal 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 fifteen (15) calendar days but not more than thirty (30) calendar days from the date of notice, the prime Contractor refuses to comply with the certification requirements, the CalRecycle shall permanently deduct $10,000 from the final payment, or the full payment if less than $10,000.

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

Refer to ATTACHMENT 3: DISABLED VETERAN BUSINESS SUBCONTRACTOR PAYMENT CERTIFICATION (STD 817) to fulfill this requirement.

3.18. SB/DVBE Resources

The following may be used to locate DVBE Suppliers.

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

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

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

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

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

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

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

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 possibly identify DVBE suppliers for the solicitation.

3.19. Target Area Contract Preference Act (TACPA)

If the budget for services outlined in this announcement, exceeds $100,000.00, 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 proposal/offer. The following webpage contains required preference request forms and an interactive map to determine if a business is located within a TACPA qualified zone: **Request a Target Area Contract Preference**. If the Proposer is qualified for this preference, the TACPA Preference Request Form (STD 830) and the **DGS/PD 526 Bidder's Summary of Contract Activities and Labor Hours** must be included in the Proposal submittal.

3.20. Rules for Award

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

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

4. COST PROPOSAL SUBMITTAL

4.1. 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.

4.2. Overview

The Cost Proposal shall be submitted by the due date identified in the Schedule of Section I.

The file name shall read “Cost Proposal - Do Not Open"

4.3. Cost Breakdown

The Proposer shall use the ATTACHMENT 5: COST PROPOSAL SHEET to identify all costs associated with the contract. The Cost Proposal Sheet must be completed in full, providing a detailed breakdown of the costs associated with each task. The amounts listed are fixed and will remain in effect for the duration of the contract. All rates and fees are firm and binding for the Contractor and any subcontractors throughout the contract term. CalRecycle will not reimburse the Contractor for any costs not included in the Cost Proposal Sheet.

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 $0.00 instead of itemized costs) must be included. Reference by incorporation to the Proposal is not acceptable.

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

Travel, Food and Beverage: With the exception of travel expenses, the cost of food and beverage purchases is not reimbursable. All travel must be itemized in the ATTACHMENT 5: COST PROPOSAL SHEET. For further travel information read the following section, Section 4.4. Travel and Per Diem.

Fringe Benefits and Overhead: If fringe benefits and/or overhead are not specifically itemized in the Cost Proposal Sheet and if the Proposer inserts a $0.00, the Proposer shall explain on the Cost Proposal Sheet why these line items are not itemized. A blank space for either fringe benefits or overhead will be grounds for immediate disqualification.

Contract Duration and Fixed Costs: The costs identified in the ATTACHMENT 5: COST PROPOSAL SHEET must account for the length of the contract and include all expenses necessary to effectively perform the services throughout the entire term, such as annual rate adjustments, merit increases, profit margins, salary increases, overhead costs, inflation, cost-of-living adjustments, etc. The Contractor is bound to the expenses outlined in the submitted Cost Proposal Sheet, which may not be changed and will remain in effect for the full duration of the contract. The Cost Proposal Sheet will be incorporated into the final contract. The Contractor’s invoices are required to be itemized as outlined in the submitted Cost Proposal Sheet.

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

The Cost Proposal Sheet is a self-contained document for the purpose of determining the lowest qualified responsible proposal and evaluating whether all information required by the RFP has been submitted. Therefore, all information (such as explanations of $0.00 instead of itemized costs) must be included. Reference by incorporation to the Proposal is not acceptable.

The Cost Proposal Sheet shall be determined assuming 400 sites will be surveyed. The Cost Proposal shall identify costs for the minimum 300 recycling sites and the costs for the minimum 100 3-tiered recycling sites. The Proposer must also include a per-survey site cost for each additional survey above the minimum amounts for each type.

4.4. Travel and Per Diem

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

The state of California adopted the federal standard for lodging and meal/incidental rates established by the U.S. General Services Administration (GSA).

Reference **Per diem rates | GSA** for mileage, allowances, and travel reimbursement rates. The Contractor shall adhere to the following:

1. Per diem (lodging, meals and incidentals) will not be reimbursed for travel within 50 miles of the Contractor's headquarters. Readable receipts with sufficient detail (date, time and expense description, and amount) are required for all expenses. Credit card receipts are generally not sufficient documentation for travel expenses.

2. Coach airfare, mid-size/economy rental cars, parking, and fuel – actual costs verified by bills or receipts. Expenses for rental car insurance, fuel for rental cars purchased from the rental car company, and additional air travel expenses such as preferred boarding, will not be reimbursed. First Class or Business Class air travel is not allowed. Airport parking must be at the most economical rate. Expenses for one-way rental car expenses (i.e., charges for returning a rental car to a location other than that from which it was rented) will only be reimbursed if pre-approval is given by the Contract Manager prior to the expense being incurred.
3. If the Contractor is unable to obtain lodging at the excluded employee rate, the Contractor shall request pre-approval from the Contract Manager for lodging rates that exceed the allowable rates. Pre-approval of excess lodging rates requires the Contractor to complete and submit the CalRecycle form 151. The form requires a written justification and supporting documentation, including a minimum of three lodging quotes to validate the excess lodging rate. The Contract Manager will notify the Contractor of their decision. Excess lodging that is not pre-approved will not be reimbursed.

5. EVALUATION AND SELECTION

5.1. 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 ATTACHMENT 16: FINAL PROPOSAL CHECKLIST); and that the Proposal meets the format requirements specified.

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

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

5.2. Selection Process

The evaluation team will individually and/or as a team review, evaluate and numerically score all Proposals passing the Pre-Qualification Evaluation, utilizing the following scoring system to assign

points. Following this chart is a list of the considerations that the evaluation team may take into account when assigning individual points to a technical Proposal.

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

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

1. Is lacking information, lacking depth or breadth or lacking significant facts and/or details, and/or;
2. Is fully developed, comprehensive and has few if any weaknesses, defects or deficiencies, and/or;
3. Demonstrates that the Proposer understands CalRecycle's 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, capability and/or commitment to exceed regular service needs (i.e., enhanced features, approaches, or methods; creative or innovative business solutions).

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

5.3. Grounds for Rejection

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

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

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

No Proposal may be rejected arbitrarily or without reasonable cause.

5.4. Cost Proposal Opening

The qualified sealed bids will be opened publicly at the time indicated in Section 1.9. Process Schedule via webcast. The webcast link for the Public Cost Opening can be accessed at https://video.calepa.ca.gov/.The meeting title will be listed as 2027 Processing Fee and Handling Fee Cost Survey, DRR26034 and will be available one hour before the scheduled Public Cost Opening.

5.5. Award of Contract

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

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

CalRecycle reserves the right to not award a Contract.

5.6. 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 1.2. CalRecycle Contact Information. It is the Proposer's responsibility to check one of these locations for a copy of the Notice of Intent to Award.

5.7. 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 ranking responsible Proposer.

5.8. Protest of Award

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

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

The 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 via email to the following two parties:

1. Department of Resources Recycling and Recovery
   Attn: Contracts Unit
   1001 I Street, MS-19A
   Sacramento, CA 95814
   Email: melissa.atencio@calrecycle.ca.gov and copy
   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**

6. DEFINITION AND TERMS

General
Unless the context otherwise requires, wherever in this RFP (P)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)

Abbreviations	
GenAI	Generative Artificial Intelligence
GC	Government Code
PCC	Public Contract Code
RFP	Request for Proposal
SB	Small Business
SOW	Scope of Work
OSDS	The Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS)

Agreement
The written agreement covering performance of the work and furnishing of labor, materials, tools, and equipment in providing the work. The Agreement shall include the IFB, Bid, 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.

CalEPA
The California Environmental Protection Agency

CALRECYCLE
Department of Resources Recycling and Recovery

CALRECYCLE Staff
Staff of the CalRecycle involved in the implementation of this Contract or representatives of Consultant to CalRecycle as designated in the Work Orders.

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

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

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

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

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 Agreement. All official correspondence, reports, submittals, billings, and other work done under this Agreement shall be reviewed and signed by the Project Manager prior to submittal to CalRecycle.

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

Small Business (Certified)
A business that has been certified by the Department of General Services (DGS), Procurement

Division (PD), Office of Small Business and DVBE Services (OSDS), as a small business as defined in GC 14837 and 2 CCR 1896.

State
The State of California.

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

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

ATTACHMENT 1: SMALL BUSINESS (SB) SUBCONTRACTOR PAYMENT CERTIFICATION

As Contractor of record for the Department of Resources Recycling and Recovery, Contract DRR26034, 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/DVBE firms as necessary. Authorized signatures and information are required on each separately submitted form. Return to: Department of R*esources Recycling and Recovery*, Contracts Unit- MS 19-A, Attn: SB/DVBE Advocate, P.O. Box 4025, Sacramento, CA 95812-4025 or to* ***advocate@calrecycle.ca.gov*** *with "SB Subcontractor Payment Certiication" and the solicitation number in the Subject line.*

State Department Name	Department of Resources Recycling and Recovery 1001 I Street, Sacramento, CA 95814		
Dept. Contact Name, Phone #			
Prime Contractor Name:		**FEIN Number:**	
Prime Contractor Contact (Address, Phone #, Email)			

Date Contract Entered:		**Date Contract Completed:**	
Total Amount Received Under this Contract	$	**Date Final Payment Received:**	

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

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

Printed Name:	
Title:	
Signature:	
Report Date:	

ATTACHMENT 2: DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS (DGS PD 843)

The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services, or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury. Bidders must complete and submit the DGS PD 843 available for download at:
https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_843.pdf

ATTACHMENT 3: DISABLED VETERAN BUSINESS SUBCONTRACTOR PAYMENT CERTIFICATION (STD 817)

Upon contract completion, the Contractor is required to use the DGS Standard Form 817 (STD 817) located at: **https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std817.pdf** to fulfill the reporting and certification of requirement. The Contractor shall list all Disabled Veteran Business Enterprise (DVBE) Subcontractor firms involved with this contract and submit this form electronically to **advocate@calrecycle.ca.gov** with "Attn: SB/DVBE Advocate" and the solicitation number in the subject line. **This form is not required at the time of submission for this proposal.**

ATTACHMENT 4: COMMERCIALLY USEFUL FUNCTION (CUF) CERTIFICATION (CALRECYCLE 75)

Each listed certified SB/MB or DVBE must perform a "commercially useful function" in the performance of the contract as defined in Government Code Section 14837(d)(4). Proposers who are found to not be performing a CUF will have their proposals deemed nonresponsive. An SB/MB or DVBE is deemed to perform a CUF when the contractor does all the following:

1. Is responsible for the execution of a distinct element of the work of the Agreement.
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 agreement, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.
5. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

Each listed certified SB/MB or DVBE must complete and submit the Commercially Useful Function (CUF) Certification form (CalRecycle 75) available at: **https://www2.calrecycle.ca.gov/Docs/Web/130188**. Agreements resulting from this solicitation shall afterward be monitored for compliance with CUF for the duration of the agreement.

ATTACHMENT 5: COST PROPOSAL SHEET

Complete this form and submit the original in accordance with this RFP.

ATTACHMENT 6: PROPOSAL SCORING SHEET

Contractor/Company Name: _____

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

Category	Score (0-3)	Total
A. Overall approach and organization (12 pts. max.)		
1) Format of Proposal (0-3 Points)		
2) Overall approach and understanding of problems, issues and required tasks (0-3 Points) Assign 0 or 1 point if the Proposer only restates or paraphrases information in the RFP		
3) Addresses all items in RFP (0-3 Points) Assign 0 or 1 point if the Proposer only restates or paraphrases information in the RFP		
4) Clarity of Proposal (0-3 Points)		
B. Methodology (9 pts. max.)		
1) Soundness of proposed methodology. Do the steps taken, to gather and analyze the data, make sense? (0-3 Points)		
2) Appropriateness of proposed methodology (0-3 Points)		
3) Feasibility of work plan and schedule (0-3 Points)		
C. Qualifications/Resources (12 pts. max.)		

1) Assigned staff's knowledge and educational background of the particular project involved (0-3 Points) Assign 0 or 1 point if the Proposer only restates or paraphrases information in the RFP		
2) Assigned staff's experience and background in similar projects (0-3 Points)		
3) Experience in dealing with participants that are difficult/resistant to providing required documentation (0-3 Points)		
4) Abilities of assigned staff to conduct the necessary research with proficiency and accuracy and without omission (0-3 Points)		
D. Past Work References may be consulted (6 pts. max.)		
1) Similarity between previous projects and the project contained in this RFP (0-3 Points)		
2) The success (including level of completion) of past projects and any related work record (0-3 Points)		
Total Score		

ATTACHMENT 7: CLIENT REFERENCES

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

PRIME'S / SUBCONTRACTOR'S NAME: _____

REFERENCE 1

Name of Firm	
Street Address	
City	
State	
Zip Code	
Contact Name	
Telephone Number	
Email Address	
Dates of Service	
Cost of Service	
Brief Description of Service Provided	

REFERENCE 2

Name of Firm	
Street Address	
City	
State	
Zip Code	

Contact Name	
Telephone Number	
Email Address	
Dates of Service	
Cost of Service	
Brief Description of Service Provided	

REFERENCE 3

Name of Firm	
Street Address	
City	
State	
Zip Code	
Contact Name	
Telephone Number	
Email Address	
Dates of Service	
Cost of Service	
Brief Description of Service Provided	

If three references cannot be provided, explain why:

_____

_____

_____

_____

ATTACHMENT 8: CONTRACTOR STATUS FORM

Contractor's Name		**County**	
Address			
Phone Number		**Fax Number**	
Federal Employer Identification Number			

STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS *(replace (_) with (x) on selection)*

(_) 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 an explanation if claiming Other:	

SMALL BUSINESS PREFERENCE

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

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

ATTACHMENT 9: BIDDER DECLARATION

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

https://www.documents.dgs.ca.gov/dgs/fmc/GS/PD/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.

ATTACHMENT 10: CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)

Bidders must complete and submit CCC 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.

ATTACHMENT 11: IRAN CONTRACTING ACT VERIFICATION FORM (DGS PD 3)

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 ($1,000,000.00) 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 ($1,000,000.00) 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.

ATTACHMENT 12: DARFUR CONTRACTING ACT CERTIFICATION (DGS PD 1)

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.

ATTACHMENT 13: CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT (DGS OLS 04)

Proposers 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 Proposer entering into or renewing a contract over one hundred thousand dollars ($100,000.00) 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 completed form with the Proposal will result in the Proposal being considered non-responsive.

ATTACHMENT 14: TARGET AREA CONTRACT PREFERENCE ACT

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 **Bidders Summary of Contracting Activities and Labor Hours (DGS PD 526)** must be included in the Proposal submittal.

ATTACHMENT 15: GENAI REPORTING & QUESTIONNAIRE (CALRECYCLE 76)

State of California seeks to realize the potential benefits of Generative Artifical Intelligence (GenAI), through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

The firm must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

Upon notification by the firm of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State.

Government Code § 11549.64 defines “Generative Artificial Intelligence (GenAI)” as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system’s training data.

Bidders/Proposers must complete and submit the GenAI Reporting & Questionnaire (CalRecycle 76) form available at: https://www2.calrecycle.ca.gov/Docs/Web/138031

ATTACHMENT 16: FINAL PROPOSAL CHECKLIST

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

- Cover Letter with contact information and statements as required in PRIMARY RFP MAIN > Section 3.3. Cover Letter
- Organizational information and Personnel Information (Resumes) as required in PRIMARY RFP MAIN > Section 3.6. Organization
- Proposal (detailed Work Plan or Study Design) as required in PRIMARY RFP MAIN > Section 3.5. Methodology
- Samples of Written Work as required in PRIMARY RFP MAIN > Section 3.9. Samples of Written Work
- Copy of Required License(s) (Secretary of State) as required in PRIMARY RFP MAIN > Section 3.11. Licenses

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The following forms are required upon submittal pursuant to the provisions outlined in PRIMARY RFP MAIN > Section 3. PROPOSAL SUBMITTAL REQUIREMENTS:

- ATTACHMENT 7: CLIENT REFERENCES
- ATTACHMENT 8: CONTRACTOR STATUS FORM
- ATTACHMENT 9: BIDDER DECLARATION
- ATTACHMENT 10: CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)
- ATTACHMENT 11: IRAN CONTRACTING ACT VERIFICATION FORM (DGS PD 3)
- ATTACHMENT 12: DARFUR CONTRACTING ACT CERTIFICATION (DGS PD 1)
- ATTACHMENT 13: CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT (DGS OLS 04)
- ATTACHMENT 15: GENAI REPORTING & QUESTIONNAIRE (CALRECYCLE 76)

The following forms are only required upon submittal as applicable pursuant to the provisions outlined in Section 3, PRIMARY RFP MAIN > Section 3. PROPOSAL SUBMITTAL REQUIREMENTS :

- ATTACHMENT 14: TARGET AREA CONTRACT PREFERENCE ACT

- ATTACHMENT 2: DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS (DGS PD 843)
- ATTACHMENT 4: COMMERCIALLY USEFUL FUNCTION (CUF) CERTIFICATION (CALRECYCLE 75)

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:

- ATTACHMENT 1: SMALL BUSINESS (SB) SUBCONTRACTOR PAYMENT CERTIFICATION
- ATTACHMENT 3: DISABLED VETERAN BUSINESS SUBCONTRACTOR PAYMENT CERTIFICATION (STD 817)
- EXHIBIT E: RECYCLED CONTENT CERTIFICATION (end of Sample Standard Agreement)
- Payee Data Record (Standard Form 204 viewable at https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf

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

ATTACHMENT 17: SAMPLE STANDARD AGREEMENT

attachments/SAMPLE STANDARD AGREEMENT-RFP(P).pdf

Sample Standard Agreement

STATE OF CALIFORNIA-DEPARTMENT OF GENERAL SERVICES **STANDARD AGREEMENT** STD 213 (Rev. 04/2020)	AGREEMENT NUMBER DRR#####	PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME:
Department of Resources Recycling and Recovery

CONTRACTOR NAME:
TBD

2. The term of this Agreement is:

START DATE:
TBD or Upon Approval, whichever is later

THROUGH DATE:
TBD

3. The maximum amount of this Agreement is:
$TBD

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made part of this Agreement:

Exhibits		Title	Pages
	Exhibit A	Scope of Work	
	Exhibit B	Budget Detail and Payment Provisions	
	Exhibit B-1	Attachment 1, Cost Sheet	TBD
	Exhibit C*	General Terms and Conditions GTC 02/2025	Online
	Exhibit D	Special Terms and Conditions	
		Attachment 1, Recycled Content Certification	
	Exhibit E**	Request for Proposal (RFP) Primary, DRR#####	
	Exhibit F**	Proposal from TBD, in response to RFP Primary, DRR##### 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

CONTRACTING AGENCY NAME
Department of Resources Recycling and Recovery

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1001 "I" Street, MS19A	Sacramento	CA	95814

SAMPLE

STATE OF CALIFORNIA-DEPARTMENT OF GENERAL SERVICES **STANDARD AGREEMENT** STD 213 (Rev. 04/2020)	AGREEMENT NUMBER DRR#####	PURCHASING AUTHORITY NUMBER (If Applicable)

PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

SAMPLE

EXHIBIT A: SCOPE OF WORK

1. OVERVIEW

TBD (Contractor) agrees to provide the Department of Resources Recycling and Recovery (CalRecycle), with technical services in conducting an economic study to determine statewide weighted (by volume redeemed) average actual costs for certified recycling centers to recycle as described herein.

2. CONTACT INFORMATION

The Project Coordinators during the term of this Agreement will be:

CalRecycle Contract Manager	**Contractor**
Name: Alexis Stephens	Name: **TBD**
Phone: (916) 658-4799	Phone: **TBD**
Email: alexis.stephens@calrecycle.ca.gov	Email: **TBD**
Direct all Agreement inquiries to:	
CalRecycle Contract Analyst	**Contractor**
Contracts Unit	
Attention: Melissa Atencio	Attention: **TBD**
Address: 1001 I St., MS 19-A Sacramento, CA 95814	Address: **TBD**
Phone: (916) 341-6544	Phone: **TBD**
Email: melissa.atencio@calrecycle.ca.gov	Email: **TBD**

3. BACKGROUND

In accordance with Public Resources Code (PRC) section 14575, CalRecycle is required to establish a processing payment paid to recyclers for CRV beverage container material types that have a scrap value less than the cost of recycling and a processing fee paid by beverage manufacturers for each container sold. Pursuant to PRC section 14575, CalRecycle conducts a cost survey every two years to determine the cost of recycling for certified recycling centers that do not receive handling fees. Results of the biennial cost survey are used to determine processing payments and processing fees annually with rates effective January 1.

CalRecycle is also required, under PRC section 14585, subdivision (f), to conduct cost surveys every two years to determine the cost of recycling for certified recycling centers that receive handling fees, for the calculation of handling fees. The handling fee is calculated annually effective July 1, and the updated cost information is applied along with an annual cost-of-living adjustment.

4. WORK TO BE PERFORMED

A. The Contractor shall conduct a cost survey to determine the statewide weighted average actual costs, by volume redeemed by ton based on CalRecycle's data sources, to recycle for certified recycling centers, excluding those centers that receive a handling fee, by material type, including aluminum, glass, plastics (PET #1 and HDPE #2), and wine or distilled spirits beverage containers that are in a box, bladder, or pouch, or similar container.
B. The Contractor shall conduct a cost survey to determine the statewide weighted average cost per each beverage container redeemed, by volume redeemed based on CalRecycle's data sources, to recycle for certified recycling centers, excluding those centers that receive a handling fee. The Contractor shall gather data for this survey concurrently with the data for the survey in Section 4.A.
C. The Contractor shall conduct a cost survey to determine a statewide weighted average cost per each beverage container redeemed, by volume redeemed based on Department data sources, to recycle for certified recycling centers that receive a handling fee.

D. The Contractor shall conduct a cost survey to determine the statewide three-tiered weighted average cost for each beverage container redeemed, by volume redeemed or location based on CalRecycle's data sources, to handling fee payment recipients.
E. The Contractor shall, in consultation with the CalRecycle Contract Manager, develop sampling plans for each of the cost surveys referenced in Sections 4.A, 4.B, 4.C, and 4.D. Sampling plans historically have been designed based on a 90 percent confidence level and a 10 percent error rate. Title 14 of the California Code of Regulations (CCR) § 2000(a)(47) specifies that a statistical sample means an estimate with an 85 percent confidence level. CalRecycle policy specifies a 10 percent error rate. The Contractor shall submit the proposed sampling plans to CalRecycle for review and approval prior to implementation.
F. The Contractor shall, in consultation with the CalRecycle Contract Manager, update the process to ensure proper allocation of costs and labor, per CCR § 2960, to all applicable material types.
G. The Contractor shall, in consultation with the CalRecycle Contract Manager, update the current Microsoft Excel-based cost survey model used in previous cost surveys, as needed. The Contractor shall provide CalRecycle with an updated, editable version of the model, including all applicable formulas and calculations.
H. The Contractor shall determine the material composition of wine and distilled spirits beverage containers that are in a box, bladder, or pouch, or similar container.
I. The Contractor shall incorporate any amendments to PRC section 14575, and any other statutory or regulatory changes enacted during the term of the contract that impact processing payment or processing fee calculations, into the cost survey model and related analyses. The Contractor shall do so promptly upon enactment of such changes, and in consultation with the CalRecycle Contract Manager.
J. The Contractor shall, in consultation with the CalRecycle Contract Manager, update the cost survey training manual and field manual used in previous cost surveys, as needed. The Contractor shall submit any updated manuals to the CalRecycle Contract Manager for review and approval prior to their use.
K. The Contractor shall develop a process to ensure collection of required data from participants, including a process to ensure all reasonable measures are attempted to collect data from participants resistant to providing required CCR § 2960 financial and labor data, as needed. The Contractor shall document all data-collection efforts and promptly notify the CalRecycle Contract Manager when a participant is identified as resistant.
L. The Contractor shall conduct initial training for its staff, with assistance from CalRecycle, in cost survey processes developed by the Contractor or based on current training resources.

M. The Contractor shall develop a quality control and peer review process to ensure quality control in the survey processes used for this Study. The process shall include procedures for identifying and correcting errors or discrepancies. The Contractor shall submit the proposed process to the CalRecycle Contract Manager for review and written approval before implementing the process.

N. The Contractor shall develop a control process to ensure confidentiality of all data specific to individual recycling centers and companies. The Contractor shall submit the proposed control process to the CalRecycle Contract Manager for review and written approval before implementing the process.

O. Based on previous cost surveys of recycling centers, the total number of sites to be selected for the cost surveys referenced in Sections 4.A, 4.B, and 4.C of this Exhibit is estimated to be at minimum 300 sites and may exceed 350 sites. The Cost Worksheet includes an assumption that 400 sites will be surveyed, identifying costs for the minimum 300 sites, plus the additional costs per survey site multiplied by 100 for the total costs of surveying 400 sites.

P. Based on estimates, the total additional number of sites to be selected for the cost surveys referenced in item 4.D of this Exhibit is estimated to be at minimum 100 sites and may exceed 150 sites. The Cost Worksheet includes an assumption that 200 sites will be surveyed, identifying costs for the minimum 100 sites, plus the additional costs per survey site multiplied by 100 for the total costs of surveying 200 sites.

Q. The Contractor shall conduct audited cost surveys including, at minimum, the following:

01. A tour of the facility surveyed and a written description of the facility.
02. Interviews of management and operational personnel to determine how the facility operates and how labor is allocated to specific operations and materials.
03. A review of financial statements with all allowable expenses allocated to specified cost categories as outlined in the CCR §§ 2960, 2965, 2990, and any amended or added regulations related to handling fees. Where applicable, costs must be directly allocated to specific material and resin types.
04. A review of labor records to determine wages and hours paid to all company officers and employees.
05. Allocations of labor by person or units to specific business interests, with further separation for all labor allocated to recycling interest certified by the Division by CRV material types and non-CRV material types, and by material for all labor allocated to CRV material types.
06. A reconciliation of labor records and financial statement expenses for labor.
07. Complete and referenced work papers to document all final financial and labor data.
08. A quality control/peer review process to ensure quality standards are met.

09. A separate file with all work papers, notes, and final determinations of costs for each material and resin type.

R. If statutory or regulatory changes enacted during the term of the contract alter the calculation of processing payments or processing fees, the Contractor shall continue to collect cost data and calculate statewide weighted average cost values for all materials. Where applicable, the Contractor shall provide an explanatory narrative in reports describing the impacts of statutory or regulatory changes on the calculation of the processing payments and processing fees.¶

S.

5. TASKS

A. The Contractor shall submit all records and present and report the results of the cost survey of recycling centers, excluding those centers that receive a handling fee, as follows:

01. The Contractor shall consolidate data from all surveyed recycling centers, excluding those centers that receive a handling fee, and provide the data in either a Microsoft Excel or Access format.
02. The Contractor shall provide a separate hardcopy/electronic file including all work papers for each completed audited cost survey.
03. It is expected that the cost surveys for recycling centers shall meet the following milestones:
    i. 25 percent of the surveys completed by the end of May 31, 2027
    ii. 50 percent by the end of July 31, 2027
    iii. 75 percent by the end of September 30, 2027, and
    iv. 100 percent of the surveys should be completed by the end of October 31, 2027.

04. The Contractor shall complete and submit all audited cost surveys for recycling centers, excluding those centers that receive a handling fee, by October 31, 2027.
05. The Contractor shall, based on the results of individual audited cost surveys, complete a final report outlining the process used and the results of determining (a) the statewide weighted (by volume redeemed) average cost per ton for recycling centers, excluding those centers that receive a handling fee, by material and resin type, and (b) the statewide weighted (by volume redeemed) average cost per beverage container redeemed for recycling centers, excluding those centers that receive a handling fee. The Contractor shall submit a Data Addendum with final cost per ton results from (a) and (b) of this section by

November 15, 2027. The Contractor shall submit a Draft Final Report by December 15, 2027, and after receiving comments from the CalRecycle Contract Manager, the Contractor shall submit a Final Report, using Department approved report format, by January 31, 2028.

06. The Contractor shall be available, upon 30 days' advance written notice from the CalRecycle Contract Manager, to present the results of the statewide weighted (by volume redeemed) average cost per ton for recycling centers, excluding those centers that receive a handling fee, by material type during any public hearings on the determination of the year 2028 processing fees and processing payments.
07. The Contractor shall be available, upon 30 days' advance written notice from the CalRecycle Contract Manager, to present the results of the statewide weighted (by volume redeemed) average cost per ton for recycling centers, excluding those centers that receive a handling fee, by material type during any public hearings on the determination of the year 2028 processing fees and processing payments.
08. The Contractor shall be available, upon 30 days' advance written notice from the CalRecycle Contract Manager, to describe the cost survey process and defend the resulting statewide weighted (by volume redeemed) average cost per ton for recycling centers, excluding those centers that receive a handling fee, by material type. The Contractor shall provide such explanations and defenses at any CalRecycle-designated meetings, hearings, or proceedings where the validity of the cost survey results is challenged, and shall do so for the benefit of CalRecycle, decision makers, and any external parties raising the challenge.
09. The Contractor shall present the findings of the cost surveys and the Draft Final Reports to the Division of Recycling's Management Team. The CalRecycle Contract Manager will notify the Contractor of the presentation date, time, format (virtual or in-person), and any required materials at least 30 days in advance.
10. The Contractor shall present the findings of the cost surveys and the Draft Final Reports to CalRecycle Administration, if so requested. The CalRecycle Contract Manager will notify the Contractor when a presentation is required and will provide the date, time, format (virtual or in-person), and any required materials at least 30 days in advance.
11. The requirement for a cost survey and determining the statewide weighted (by volume redeemed) average costs for recycling centers, excluding those centers that receive a handling fee, is based on the California Beverage Container Recycling and Litter Reduction Act (ACT) Section 14575. If this section or any related sections are amended in a way that changes the requirements to conduct a cost survey, the State may either cancel this Agreement or offer the Contractor an amendment reflecting a revised scope of work.

B. The Contractor shall submit all records and present and report the results of the cost survey of handling fee payment recipients as follows:
   01. The Contractor shall consolidate data from all surveyed handling fee payment recipients and provide the data in either a Microsoft Excel or Access format.
   02. The Contractor shall provide a separate hardcopy/electronic file including all work papers for each completed audited cost survey.
   03. It is expected that the cost surveys for handling fee payment recipients shall be scheduled with the following milestones:

       i. 25 percent of the surveys completed by the end of September 30, 2027
       ii. 50 percent by the end of November 30, 2027
       iii. 75 percent by the end of January 31, 2027 and
       iv. 100 percent of the surveys should be completed by the end of February 29, 2028

   04. The Contractor shall complete and submit all audited cost surveys for handling fee payment recipients by February 29, 2028.
   05. The Contractor shall, based on the results of individual audited cost surveys, complete a final report outlining the process used and the results of determining the statewide weighted (by volume redeemed) average cost per beverage container redeemed for handling fee payment recipients. The Contractor shall submit a Data Addendum with final average cost per beverage container results by March 15, 2028. The Contractor shall submit a Draft Final Report by March 31, 2028, and after receiving comments from the CalRecycle Administration. The Contractor shall submit a Final Report, using Department approved report format, by April 30, 2028.
   06. The Contractor shall be available to present the results of the statewide weighted (by volume redeemed) average cost for each beverage container redeemed during any public hearings on the determination of the year 2028 handling fees.
   07. The Contractor shall be available to describe the cost survey process and defend the resulting statewide weighted (by volume redeemed) average cost for each beverage container redeemed in any challenges to the validity of the cost survey results.
   08. The Contractor shall present the findings of the cost surveys and the draft final reports to the Division of Recycling's Management Team.
   09. The Contractor shall present the findings of the cost surveys and the draft final reports to CalRecycle Administration, if so requested.

10. The requirement for a cost survey and determining the statewide weighted (by volume redeemed) average costs for handling fee payment recipients is based on the California Beverage Container Recycling and Litter Reduction Act (ACT) Section 14585. If there are any amendments to this section or related sections of the ACT changing the requirements to conduct a cost survey, the State shall have the option to either cancel this Agreement with no further liability accruing to the State or offer an agreement amendment to the Contractor to reflect a revised scope of work.

C. The Contractor shall provide all personnel and staffing and all supervision of personnel for the cost surveys.
D. The Contractor shall be responsible for coordinating and scheduling all travel for personnel.
E. The Contractor shall submit monthly progress reports to the CalRecycle Contract Manager, as required in the Contract Task Timeline and Milestone Schedule, describing work performed, work status, work progress difficulties encountered, remedial action, and statement of activity anticipated subsequent to reporting period for approval prior to payment of invoices. The Contractor shall be reimbursed by invoicing in accordance with the terms of Exhibit B, Budget Detail and Payment Provisions.

6. CONTRACT TASK TIMELINE

Tasks	Description	Milestone Schedule
Monthly Progress Reports	Monthly Progress Reports	Ongoing
Recycling centers not receiving handling fee		
5.A.3.i	25% cost surveys	5/31/2027
5.A.3.ii	50% cost surveys	7/31/2027
5.A.3.III	75% cost surveys	9/30/2027
5.A.3.iv	100% cost surveys	10/31/2027
5.A.4	All complete audited cost surveys	10/31/2027
5.A.5	Data Addendum with final average cost/ ton results	11/15/2027
5.A.5	Draft Final Report	12/15/2027

Tasks	Description	Milestone Schedule
5.A.5	Final Report	1/31/2028
Handling fee payment recipients		
5.B.3i	25% cost surveys	9/30/2027
5.B.3.ii	50% cost surveys	11/30/2027
5.B.3.iii	75% cost surveys	1/31/2028
5.B.3.iv	100% cost surveys	2/29/2028
5.B.4	All complete audited cost surveys	2/29/2028
5.B.5	Data Addendum with final average cost/ container	3/15/2028
5.B.5	Draft Final Report	3/31/2028
5.B.5	Final Report	4/30/2028

7. LOCATION OF SERVICES

The services will be provided statewide. The research can be conducted from the contractor's choice of location; however, the data provided in the study must be representative of the domestic and global plastic market. The location for meetings with the Contract Manager will be determined by the Contract Manager. Meetings will be held via teleconference, at the California Environmental Protection Agency Headquarters located at 1001 I Street, Sacramento, CA 95814, or by other appropriate means such as webinar.

8. CONTROL OF WORK

A. The Contract Manager has the authority to determine the quality and acceptability of the following:
   - Work to be performed
   - Rate and progress of the work
   - Fulfillment of the services provided by the Contractor
   - Compensation for services provided by the Contractor

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

C. The Contractor shall immediately bring any unanticipated issues to the attention of the Contract Manager. The Contract Manager will confer with appropriate CalRecycle staff, if necessary, and the Contractor to resolve the issue.

D. The Contractor will designate a Project Manager who holds the following authority
   - Act as the Contractor's Representative for work to be provided under this Contract
   - Act as the Contractor's Representative regarding contractual matters relating to this Contract.

E. If during the course of the Contract, it is deemed 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 actual expenditures incurred in accordance with the rates specified in Exhibit B-1: Cost Worksheet.

   B. Itemized invoices shall be submitted electronically in arrears to: **contractpayment@calrecycle.ca.gov**

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

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

2. **BUDGET CONTINGENCY CLAUSE:**

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

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

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

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

5. **COST BREAKDOWN:** Reference Exhibit B-1: Cost Worksheet.

6. **TRAVEL CLAUSE:** All travel will be reimbursed at the excluded employee travel rates in accordance with the California Code of Regulations Title 2, Division 1, Chapter 3, Subchapter 1, Article 2, Section 599.615.1 et seq. The Contractor will be held to the State per diem rates in effect at the time of travel. For specific per diem (lodging, meals and incidentals) reimbursement rates, see California Code of Regulations Title 2, Division 1, Chapter 3, Subchapter 1, Article 2, Section 599.619. For this agreement, the Contractor's headquarters are located at <Enter Address>. Per diem will not be reimbursed for travel within 50 miles of Contractor's headquarters. If the Contractor is unable to obtain lodging at the excluded employee rate, the Contractor shall request preapproval from the Contract Manager for lodging rates that exceed the allowable rates. Preapproval of excess lodging rates requires the Contractor to complete and submit CalRecycle form 151. The form requires written justification and supporting documentation including a minimum of three lodging quotes to validate the excess lodging rate. The Contract Manager will notify the Contractor of their decision. Excess lodging that is not pre-approved will not be reimbursed.

7. **PAYMENT WITHHOLD:** The provisions for payment under this contract will be subject to a ten percent (10%) withholding per invoice. The withheld payment amount will be included in the final payment to the Contractor and will only be released when all required work has been completed to the satisfaction of CalRecycle. The Contractor agrees to comply with the requirements of Public Contract Code (PCC), Section 10346.

8. **DVBE $10,000 WITHHOLD**: This contract is subject to final payment withholding in accordance with Military and 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 WORKSHEET

Winning Cost Sheet will be inserted here.

EXHIBIT C: GENERAL TERMS AND CONDITIONS

General Terms and Conditions can be viewed at **https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-Updates/GTC-225-February-2025.pdf**

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. **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.

3. **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. All substitutions require written justification to CalRecycle. CalRecycle reserves the right to reject proposed substitutions. 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.

4. **CONTRACTOR EVALUATIONS**: CalRecycle will evaluate the Contractor's performance within sixty days of the completion of this Agreement and shall remain on file by CalRecycle for a period of thirty-six months. If the Contractor does not satisfactorily perform the work or service specified in this Agreement, CalRecycle will submit a copy of the negative evaluation to the Department of General Services (DGS), Office of Legal Services, within five (5) working days of the completion of the evaluation. Upon filing an unsatisfactory evaluation with the DGS, CalRecycle shall notify and send a copy of the evaluation to the Contractor within fifteen (15) days. The Contractor shall have thirty days to prepare and send a written response to CalRecycle and the DGS. CalRecycle and the DGS shall file the Contractor's statement with the evaluation. (Public Contract Code, § 10369).

5. **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 § 7920.00, 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.

6. **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.

7. **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.

8. **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."

9. **DVBE RECORD RETENTION REQUIREMENT**: If this Contract includes Disabled Veteran Business Enterprise (DVBE) participation goals, the Contractor is responsible for maintaining all DVBE participation records for no less than six (6) years from the date of collection. (Military & Veterans Code, § 999.55).

10. **ENTIRE AGREEMENT**: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with the Attachments and/or Exhibits hereto, contains the entire Agreement of the parties.

11. **ENVIRONMENTAL JUSTICE**: In the performance of this Agreement, the Contractor shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State. (Gov. Code, § 65040.12(e).)

12. **EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS**: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, the Contractor represents that it is not a target of Economic Sanctions. Should the State determine that the Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor’s bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

13. **FORCE MAJEURE**: Neither CalRecycle nor the Contractor, including the Contractor's subcontractor(s), if any, will be responsible hereunder for any delay, default or nonperformance of this Agreement, to the extent that such delay, default or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, or flood, or any other cause beyond the reasonable control of such party.

14. **GRATUITIES**: CalRecycle may terminate this Agreement if gratuities were offered or given by the Contractor, or any agent or representative of the Contractor, to any employee of CalRecycle, with a view toward securing a contract or securing favorable treatment with respect to awarding or amending or making a determination with respect to performance of this Agreement.

15. **HEALTH AND SAFETY**: Contractors are required to, at their own expense, comply with all applicable health and safety laws and regulations. Upon notice, Contractors are also required to comply with CalRecycle’s specific health and safety requirements and policies. Contractors agree to include in any subcontract related to performance of this Agreement, a requirement that the subcontractor comply with all applicable health and safety laws and regulations, and upon notice, CalRecycle’s specific health and safety requirements and policies.

16. **IMPRACTICABILITY OF PERFORMANCE**: This Agreement may be suspended or cancelled, without notice at the option of the Contractor, if the Contractor’s or CalRecycle’s premises or equipment is destroyed by fire or other catastrophe or is so substantially damaged that it is impractical to continue service or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

17. **INSURANCE**: When required, the Contractor must provide: 1) a Certificate of Insurance insuring CalRecycle, and/or 2) verification of Worker's Compensation insurance. The Contractor must provide said Certificate of Insurance and/or verification to CalRecycle within ten (10) days after notification of CalRecycle's intent to award the Agreement. The Agreement will not be executed, nor can work begin, unless said Certificate of Insurance and/or verification is provided to CalRecycle.

    The Certificate of Insurance must be in effect for the duration of the Agreement and shall include the following terms and conditions:

    a. CalRecycle, its officers, agents, employees, and servants shall be included as additional insured.
    b. The dates of inception and expiration of coverage shall be specified.
    c. A minimum liability coverage of not less than $1,000,000.00 per occurrence for bodily injury and property damage liability combined shall be specified. The coverage shall not include a deductible feature.
    d. The insurer will not cancel the insured's coverage without thirty days prior written notice to CalRecycle.
    e. CalRecycle is not liable for the payment of premiums or assessments on said policy.
    f. The insurance coverage shall be on an occurrence basis only.

    In the event the Certificate of Insurance should expire or be cancelled during the term of this Agreement, the Contractor agrees to provide, at least thirty days prior to said expiration or cancellation, a new Certificate of Insurance evidencing coverage, as provided for herein, for not less than one (1) year or for the remainder of the contractual agreement, whichever is greater. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, CalRecycle may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

18. **INTELLECTUAL PROPERTY**: CalRecycle shall exclusively own all intellectual property rights in and to all work product, including, but not limited to, writings, ideas, inventions (whether patentable or not), discoveries, research, proposals, and all other results and work product of any nature whatsoever, that is created, authored, produced, conceived, or reduced to practice in the course of the performance of this Agreement. Such intellectual property rights, whether registered or unregistered, and including all applications for and renewals or extensions thereof, shall include, but are not necessarily limited to copyrights; trademarks, service marks, trade

dress, trade names, logos, and domain names, together with all of the goodwill associated therewith; and patents. The Contractor agrees, and shall cause all of its relevant personnel, including all employees, agents, subcontractors, and other personnel participating in any way in the creation or achievement of such work product, to agree, that any such work product that may qualify as "work made for hire" pursuant to 17 U.S.C. § 101 is hereby deemed a "work made for hire" for CalRecycle. To the extent that any of the work product does not constitute a "work made for hire" for CalRecycle, Contractor hereby irrevocably assigns to CalRecycle, and shall cause such personnel to irrevocably assign to CalRecycle, in each case without additional consideration, all rights, title, and interest throughout the world in and to the work product, including all intellectual property rights therein. Upon request of CalRecycle, the Contractor shall promptly take, and shall cause its relevant personnel to promptly take, such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist CalRecycle to prosecute, register, perfect, or record its rights in or to any such work product.

19. **LIABILITY FOR NONCONFORMING WORK**: The Contractor will be fully responsible for ensuring the completed work conforms to the agreed-upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, CalRecycle, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing CalRecycle for any additional expenses incurred to cure such defects.

20. **LICENSES OR PERMITS**: The Contractor shall be an individual or firm licensed to do business in and with the State of California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.
In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), CalRecycle may, in addition to other remedies it may have, terminate this Agreement upon occurrence of such event.

21. **ORDER OF PRECEDENCE**: In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply: STD 213; GTC 02/2025 – 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.

22. **OWNERSHIP OF DRAWINGS, PLANS AND SPECIFICATIONS**: CalRecycle will have separate and independent ownership of all drawings, design plans, specifications, notebooks, tracings, photographs, negatives, reports, findings, recommendations, data and memoranda of every description or any part thereof, prepared under this Agreement. The originals and all copies thereof will be delivered to CalRecycle upon request. CalRecycle will have the full right to use said originals and copies in any manner when and where it may determine without any claim on the part of the Contractor, its vendors or subcontractors to additional compensation.

23. **PUBLICITY AND ACKNOWLEDGMENT**: The Contractor shall acknowledge CalRecycle's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material.

24. **RECYCLED-CONTENT PRODUCT PURCHASING:** In the performance of this Agreement, the Contractor shall purchase used and/or recycled-content products as set forth on the back of the Recycled-Content Certification Form (Exhibit D, Attachment 1). For assistance in locating recycled-content products, please search the recycled-content product database available at: https://www2.calrecycle.ca.gov/buyrecycled/manufacturers/directory. If after searching the database, contractors are unable to find the recycled-content products they are looking for, please notify CalRecycle's Contract Manager. All recycled content products purchased or charged/billed to CalRecycle that are printed upon such as promotional items, publications, written materials, and other educational brochures shall have both the total recycled content (TRC) and the post-consumer (PC) content clearly printed on them.

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

25. **REMEDIES**: The Contractor shall perform all work pursuant to the Agreement in a safe, satisfactory, professional, efficient, and expeditious manner to the satisfaction of CalRecycle. Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under the Agreement, at law or in equity, and exercise of one right or remedy will not be deemed a waiver of any other right or remedy. In the event of the Contractor's default under this Agreement, CalRecycle shall be entitled to all remedies available at law including, but not limited to, termination of this Agreement, withholding of any amount billed, and/or recovery of funds disbursed.

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

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

28. **SUBCONTRACTORS**: All Subcontractors previously identified in the bid/proposal submitted are considered to be acceptable to CalRecycle. Any change or addition of Subcontractors will be subject to the prior written approval of the Contract Manager or the Director or his/her designee. Upon termination of any Subcontract, the Contractor shall notify the Contract Manager or the Executive Director immediately. If CalRecycle or the Contractor determines that the level of expertise or the services required are beyond that provided by the Contractor or its routine Subcontractors, the Contractor shall be required to employ additional Subcontractors. Nothing contained in this Agreement or otherwise, shall create any contractual relation between CalRecycle and any Subcontractors, and no Subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to CalRecycle for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any Subcontractor as it is for the acts and omissions of persons directly employed by the Contractor. The Contractors obligation to pay its Subcontractors is an independent obligation from CalRecycle's obligation to make payments to the Contractor. As a result, CalRecycle shall have no obligation to pay or to enforce the payment of any moneys to any Subcontractor.

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

30. **TERMINATION**: CalRecycle shall have the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days written notice given to the Contractor. In the case of early termination, a final payment will be made to the Contractor upon approval by the Contract Manager of a financial report, invoices for costs incurred to date of termination and a written report describing all work performed by the Contractor to date of termination.

31. **UNRELIABLE LIST**: Prior to authorizing a Subcontractor(s) to commence work under this Agreement, the Contractor shall submit to CalRecycle a declaration from the Subcontractor(s), signed under penalty of perjury, stating that within the preceding three years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, have occurred with respect to the subcontractor(s).

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

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

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

Recycled-Content Certification

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

Contractor's Name_____ **Date**_____
Address_____ **Phone**_____
Fax_____ **E-mail**_____ **Web site**_____

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, and 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 Product Categories (11)	Minimum content requirement
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