October 27, 2026

To: All Interested Proposers

Regarding: Study on the Availability of Postconsumer Recycled Plastic in the Market, DRR26039.

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/d4cac4d4-f71b-4033-96d3-ade096739b33

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:

Erin Marty at (916) 341-6202 or by email Contracts@calrecycle.ca.gov.

Sincerely,

Erin Marty Digitally signed by Erin Marty Date: 2026.10.29 10:35:20 -07'00'

Erin Marty

Contract Analyst

Administrative Services Branch

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DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

Notice to Prospective Proposers

October 30, 2026

You are invited to review and respond to this Secondary Request for Proposal RFP (S), entitled Study on the Availability of Postconsumer Recycled Plastic in the Market, DRR26039. In submitting your Proposal, you must comply with the instructions herein.

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

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

Erin Marty
contracts@calrecycle.ca.gov
(916) 341-6202

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

Erin Marty
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) 341-6202
Email:	**contracts@calrecycle.ca.gov**

1.3. Service Needed

Assembly Bill (AB) 2530 (Chapter 861, Statutes of 2016) added Public Resources Code (PRC) Section 14549.3 which requires beverage manufacturers to report, on an annual basis, the amount of virgin and postconsumer recycled plastic used in the beverage containers they sold in the previous year beginning in 2018. AB 793 (Chapter 115, Statutes of 2020) amended PRC Section 14549.3 and added PRC Sections 14547 and 18017 establishing minimum postconsumer recycled plastic content standards for plastic beverage containers subject to California Redemption Value

(CRV). The goal of AB 793 is to help develop domestic markets for recycled plastic, reduce the amount of virgin plastic used, and provide a closed-loop solution for plastic beverage containers. To achieve this, AB 793 requires the total number of plastic beverage containers filled with a beverage sold by a beverage manufacturer, as defined by PRC Section 14506, to contain, on average, a minimum of 15 percent postconsumer recycled plastic beginning in 2022, increasing to 25 percent in 2025, and settling at 50 percent in 2030. Beverage manufacturers who fail to meet the minimum postconsumer recycled standard may face administrative penalties based on the weight of postconsumer recycled plastic needed to reach the minimum standard.

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

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

Refer to the sample Standard Agreement 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 availability of funds and approval by CalRecycle, there is a current maximum budget of $1,000,000.00 (One million dollars and zero cents).

1.5. Contract Amendment

If required for completion of the work, CalRecycle may amend the Agreement for additional time or funding through a formal written amendment executed by both CalRecycle and the Contractor. Amendments must comply with EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS, and 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 shall be subject to a ten percent (10%) withholding per task. The withheld payment amount will be included in the final payment to the Contractor and will only be released when all required work has been completed to the satisfaction of CalRecycle.

1.7. Contract Term

The term of this Agreement will span approximately twenty-four (24) months and is expected to begin in January 2027. CalRecycle reserves the right to amend the term of this Contract as needs arise.

1.8. Process Type

Secondary Request for Proposal RFP (S)

1.9. Process Schedule

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

Schedule	Due Date
Advertisement Date	October 30, 2026
Proposer's Conference	November 6, 2026
Question Due by 5:00 pm	November 16, 2026
Submittals Due by 2:00 pm	December 16, 2026
Post Notice of Intent to Award	January 5, 2027

2. RULES AND CONDITIONS

2.1. Introduction

There are conditions this RFP (S), 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 (S) documents
- Special Terms and Conditions, which are viewable in EXHIBIT C: GENERAL 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 must include the current language, the proposed revised language, and the justification for the proposed revision. Any revisions are at the sole discretion of CalRecycle and will only be made under very limited circumstances in which the revisions apply to all Proposers and benefit or enhance the Contract.

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

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 proposal 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 § 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 § 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 § 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 § 4554.)

2.5. Contractor's Cost

All costs resulting from the Contractor's participation in the RFP (S) process are at the firm's expense. No costs incurred by the Contractor participating in the RFP (S) process will be reimbursed by CalRecycle.

2.6. Public Records Act

All materials submitted in response to this RFP (S)will become the property of CalRecycle and, as such, are subject to the Public Records Act (Government Code § 7920.000 et seq.). CalRecycle will disregard any language purporting to render all or portions of the RFP (S)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 regarding the RFP. Proposers may submit questions to CalRecycle's Contracts Unit via email at Contracts@calrecycle.ca.gov. All inquiries must be received no later than November 16, 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 DRR26039". CalRecycle will not accept written questions through the electronic bid system.

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

2.8. Addenda

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

Any ambiguity, conflict, discrepancy, omission, or other error discovered in the RFP (S) should immediately be reported to CalRecycle prior to the deadline for submission of written questions. CalRecycle will issue an addendum to address such issues. All addendums will be posted on CaleProcure at **https://caleprocure.ca.gov/** and available on CalRecycle's webpage for this particular solicitation at **www.calrecycle.ca.gov/contracts**.

Any addendum that includes RFP (S) 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 (S).

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, Proposers 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, Proposers are encouraged to submit their bids well in advance of the deadline.

2.12. Unreliable List

Any Contractor or subcontractor currently on CalRecycle's 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 must comply with the provisions of PRC Chapter 8.5.

2.14. Use Tax

If, during the course of the Contract, the Contractor will be involved in the re-sale of goods to the State, they must comply with the requirements of § 6452.1, 6487, 6487.3, 7101, and 18510 of the Revenue and Taxation Code, in addition to § 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 the SB and DVBE firms identified on the Bidder Declaration form (link in the Required Forms section of this document). These firms must perform a commercially useful function. Per Government Code § 14837(d)(4), a certified small business or microbusiness is deemed to perform a commercially useful function if the business does all of the following:

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

Contractor understands and agrees that should award of this contract be based in part on their commitment to use the DVBE subcontractor(s) identified in their Proposal, per Military and Veterans Code § 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the DGS. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the Proposal and approved DVBE substitutions will be documented by contract amendment.

Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the Proposal may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC § 999.9; 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.

Advance Payments pursuant to Government Code § 11019.3

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. Proposer's Conference

A mandatory Proposer's Conference will be held on the date indicated in the Section 1.9. Process Schedule via Zoom. Proposers must attend the entire meeting in order to be eligible to submit a proposal. Proposers are advised to register early. When registering, you must enter your full name and the firm you represent.

Use the link https://us02web.zoom.us/meeting/register/ANloA_7oQL2uEjheZIa-1g to register for “Study on the Availability of Postconsumer Recycled Plastic in the Market, DRR26039”. After registering, Proposers will receive a confirmation email containing information about joining the webinar.

The meeting will be active one (1) hour prior to the meeting's start time to allow attendees time to test their connection.

2.19. Generative Artificial Intelligence

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

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.

CalRecycle has developed ATTACHMENT 15: GENAI REPORTING & QUESTIONNAIRE (CALRECYCLE 76) to be completed and submitted by the firm with the Proposal package.

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" date in Section 1.7. Process Schedule.

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 must be on the Proposer's company letterhead and contain the following information:

a. Name and address of the Proposer submitting qualifications;

b. Proposer’s Headquarters for purposes of this Contract, if awarded;

c. Name, telephone number, and e-mail address of a person who can be contacted if further information is required;

d. Name, title, address, telephone number, and e-mail address of individual(s) with authority to execute a binding Contract on behalf of the Proposer;

e. Statement that personnel who will provide services under the Contract will have the required certifications and that the Proposer will have qualified personnel available to meet the service needs;

f. Statement 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. Proposals should describe how

the objectives will be met and the methods the contractor will use. The description should include not only what work will be performed, but how it will be performed.

The Proposer shall include the following in its submitted Proposal:

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

    01. What new data will be collected, and evidence-based justification of how the collected data will help meet the goals of the contract.
    02. What pre-existing data will be used, and evidence-based justification of how the data will help meet the goals of the contract.
    03. How the newly collected data will be analyzed and aggregated with existing data to help formulate evidence-based assessment of the achievability of the current PCR plastic minimum content requirements.

C. The Contractor's Work Plan shall detail all tasks and deliverables (including reports; surveys; presentations and/or dissemination of information to stakeholders) for each year of the study and how the Proposer shall ensure that the timeline will be followed.
D. The Work Plan shall include a timeline for all tasks and deliverables. CalRecycle will not pay Contractor’s Administration time for compilation of billing/invoicing or delivery of invoices.
E. The Work Plan shall include information regarding data collection methodology, including methods to ensure data quality.
F. The Work Plan shall identify the type, number, and method of engagement (i.e., site visits, interviews, surveys, etc.) with any entities to be completed by the Contractor to accomplish the identified tasks, including but not limited to beverage industry stakeholders such as beverage manufacturers and beverage container manufacturers, processors, manufacturers of

postconsumer recycled plastic content standards, plastic material reclaimers, plastic associations, and other industry experts.

G. The Work Plan shall identify the contents that will be included in the annual reports documenting the results of each study conducted and how recommendations to CalRecycle regarding the adjustment of the minimum PCR plastic content requirement will be presented.
H. The Work Plan shall develop a Data Governance Protocol to ensure accuracy and confidentiality of all privileged, confidential, commercial, or financial information, business trade secrets and proprietary data specific to individual companies.
    a. The Data Governance Protocol shall include all steps and software to be utilized to ensure accuracy and confidentiality of data gathered from the research conducted.

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

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

Other factors to describe in your methodology:

A. How will your firm ensure the validity of data used?
B. How will your firm ensure confidentiality of data gathered and those who provided the data?
C. How will your firm address incomplete or missing data?
D. How will your firm ensure that your conclusions, recommendations, and alternatives to inform CalRecycle are supported by evidence?
E. How will your firm ensure timely submission of reports and plans consistent with the Work Plan schedule?

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

1. A seasoned (i.e., 3–5 years of experience performing research) researcher with the experience, expertise, and in-depth knowledge of the system of recycling, reclaiming, and distribution of reclaimed materials to beverage container manufacturers and industry of the postconsumer recycled plastic content standards market would be best suited to collect information on the recycling and processing activities that impact the availability of PCR plastic.
2. Demonstrate their expertise and knowledge to determine the availability of PCR plastic needed to achieve the PCR plastic minimum content standard, which may be affected by factors such as the availability of material markets (international and local), impacts of economic growth or decline, and industry practices.
3. Demonstrate the tools, skills and capabilities necessary to provide accurate, current data that supports data-driven, science-based decision-making; monitor, analyze, and assess the changes in the plastic market; and provide recommendations for policy and program directions accordingly.

The 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

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 supports 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 must demonstrate the following:

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

3.10. Contractor Eligibility

The Proposer must include a written declaration stating that the Contractor and any Subcontractors to be used during the performance of the contract are eligible to contract with the State of California, pursuant to PCC § 10286.1. The 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 bid response and must include the following: 1) subcontractor name, 2) address, 3) phone number, 4) a description of the work to be performed and/or products supplied, 5) and the dollar amount or percentage of the net proposal price (as specified in the solicitation) per subcontractor. Use the Bidder Declaration form (link in Required Forms section of this document) to report this information.

Questions regarding certification should be directed to the OSDS at Certification@dgs.ca.gov and/or (916) 375-4940. In no event shall the SB preference or non-SB subcontracting preference exceed $50,000.00 in any single proposal.

CalRecycle will apply the preference as described below.

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

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

2. Add the amount calculated in Step 1 above to the score of each of the Proposals eligible for the SB preference to obtain the new total scores for the eligible Proposals.

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

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

If the Proposer makes a commitment to achieve SB participation, then the Proposer, if awarded this contract, must within sixty (60) days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of SB participation that was achieved (Govt. Code § 14841). Refer to the ATTACHMENT 1: 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, 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 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.

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). Contractor agrees to comply with the rules, regulations, ordinances, and statutes that apply to the DVBE program as defined in Section 999 of the M&VC, including, but not limited to, the requirements of Section 999.5(d). (PCC Code 10230).

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

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

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

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

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

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 $10,000.00 from the final payment, or the full final payment if less than $10,000.00, until the Contractor complies with the certification requirements above. A Contractor that fails to comply with the certification requirement shall, after written notice, be allowed to cure the defect. Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of notice, the prime Contractor refuses to comply with the certification requirements, the CalRecycle shall permanently deduct $10,000.00 from the final payment, or the full payment if less than $10,000.00.

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 Code § 10230.)

Refer to ATTACHMENT 1: SMALL BUSINESS (SB) SUBCONTRACTOR PAYMENT CERTIFICATION to fulfill this requirement.

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 Bidders's Summary of Contract Activities and Labor Hours** must be included in the Proposal submittal.

3.20. Rules for Award

Preference programs for TACPA or the non-SB subcontracting preference cannot displace a direct award to a certified SB. In the event of a tie between an 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. 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 on 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.

Personnel roles, rates and totals and 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 4.3. Travel and Per Diem.

Fringe Benefits and Overhead: If fringe benefits and/or overhead are not specifically itemized in ATTACHMENT 5: COST PROPOSAL SHEET and if the Proposer inserts a $0.00, the Proposer must 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 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.

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.

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

4.3. 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.

Effective October 1, 2024, the state of California will adopt the federal standard lodging and meal/ incidental relates established by the U.S. General Services Administration (GSA) at time of travel for excluded employees.

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

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 (S), 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

Points	Interpretation	General basis for point assignment
		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, the evaluation team may consider issues including, but not limited to, the extent to which a Proposal response:

1. Is lacking information, lacking depth or breadth or lacking significant facts and/or details, and/or;
2. Is fully developed, comprehensive and has few if any weaknesses, defects or deficiencies, and/or;
3. Demonstrates that the Proposer understands CalRecycle's needs, the services sought, and/or the Contractor's responsibilities, and/or;
4. Illustrates the Proposer's capability to perform all services and meet all scope of work requirements, and/or;
5. If implemented, will contribute to the achievement of CalRecycle's goals and objectives, and/or;
6. Demonstrates the Proposer's capacity, 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 (S) will receive 0 or 1 points.

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

1. Each subcategory of a proposal, excluding the Cost section, will be scored on a scale of 0 to 3. The overall rating categories and their point values are shown below. Some subcategories are weighted, and the scores for those subcategories will be multiplied by a weighting factor shown in ATTACHMENT 6: PROPOSAL SCORING SHEET. For individual subcategory descriptions, refer to ATTACHMENT 6: PROPOSAL SCORING SHEET.

Rating Category	Maximum Points
Experience	45
Methodology	60
Rating Total	105
Cost Points	45
Maximum Total	150

2. CalRecycle will consider a proposal technically deficient and non-responsive if the proposal earns a score that is less than 32 points in the Experience Category or less than 42 points in the Methodology Category.

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

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

5.3. Cost Points

Cost points account for approximately 30% of the total points available (see ATTACHMENT 6: PROPOSAL SCORING SHEET). Proposers will be awarded Cost Points as follows:

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

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

EXAMPLE

Lowest Proposer's cost = $10.00
Other Proposer's cost = $12.00
Maximum cost points = 30 cost points
factor = $10.00 ÷ $12.00 = .83

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

Final Cost Points Awarded
Lowest cost Proposal receives 30 cost points
Other cost Proposal receives 25 cost points

5.4. 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 submittal is unsigned.
- The proposal cost is not prepared as required by the RFP (S).
- The Proposer has been prohibited from contracting with the State by the Department of Fair Employment and Housing.
- The Proposer has received a substantive negative contract performance report from the State.
- Any items required by the RFP (S) are not included with the submittal.

No Proposal may be rejected arbitrarily or without reasonable cause.

5.5. Award of Contract

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

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

CalRecycle reserves the right not to award a Contract.

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 must be filed after the notice of intent to award the contract, but before the actual award.

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

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

The protest documents should be sent via registered mail or electronically 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: erin.marty@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 (S) 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
CAL EPA	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)
GenAI	Generative Artificial Intelligence
GC	Government Code
PCC	Public Contract Code
RFP(S)	Secondary Request for Proposals
SB	Small Business
SOW	Scope of Work
OSDS	The Department of General Services (DGS), Procurement Division (PD), Office of

Abbreviations	
	Small Business and DVBE Services (OSDS)

Cal EPA
The California Environmental Protection Agency

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

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

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

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

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

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

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

Legal Holiday
Those days designated as State holidays in the Government Code.

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

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

Small Business (Certified)
A business 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 Contract to the same extent as if set forth herein in full.

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

ATTACHMENT 1: SMALL BUSINESS (SB) SUBCONTRACTOR PAYMENT CERTIFICATION

As Contractor of record for the Department of Resources Recycling and Recovery, Contract DRR26039, I certify, in accordance with Government Code 14841, upon completion of a public contract for which a commitment to achieve small business participation goals was made, the contractor shall report to the awarding department the actual percentage of small business (SB) participation that was achieved. I understand certification must be made to the Department of Resources Recycling and Recovery within 60 days of receiving final payment under this Agreement. I further understand and acknowledge that falsification of this Certification may result in the imposition of civil or criminal penalties for not less than $2,500 or more than $25,000 for each violation.

*Please copy this form to include as many SB BE firms as necessary. Authorized signatures and information are required on each separately submitted form. Return to: Department of 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 "Attn: SB/DVBE Advocate" 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 forms 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

Please download the form and complete it in accordance to this RFP.

ATTACHMENT 6: PROPOSAL SCORING SHEET

Contractor/Company Name: _____

The Proposer must score a minimum of 32 points in the Experience and 42 points in Methodology categories in order to qualify for further consideration.

Category	Score (0-3)	Weight	Total
A. Experience (45 pts. max.)			
1) Project Manager demonstrates multi-year experience and knowledge of economic analysis and demand analysis and possesses a comprehensive understanding of the postconsumer recycled (PCR) plastics industry, the PCR plastics market, and the use of PCR plastic by beverage container manufacturers. (0-3 Points)		3	
2) Project Manager, principal members and subcontractors of the consulting team demonstrate appropriate background and professional consulting experience related to the PCR plastics industry and markets for PCR plastic. (0-3 Points)		3	
3) Project Manager, principal members and subcontractors of the consulting team demonstrate practical experience and expertise regarding the tasks identified in the RFP. (0-3 Points)		2	
4) Project Manager demonstrates an understanding of the current system of recycling, reclaiming, and distributing reclaimed materials to beverage container manufacturers by describing how recycled material flows from consumers through recyclers, processors, reclaimers, container manufacturers, and beverage manufacturers. (0-3 Points)		2	

Category	Score (0-3)	Weight	Total
5) Project Manager demonstrates knowledge of domestic and international sources of reclaimed food-grade plastic and of demand for such material among beverage container manufacturers. (0-3 Points)		2	
6) Project Manager demonstrates knowledge of domestic and international beverage container manufacturers, including major market participants. (0-3 Points)		1	
7) Project Manager demonstrates knowledge of existing minimum content standard laws in California and existing or proposed laws governing minimum post-consumer content levels in other states. (0-3 Points)		2	
Experience Subtotal			
B. Methodology (60 pts. max.)			
1) Proposal includes timelines for each task and deliverables outlined in the contract and explains how the Proposer will ensure adherence to the timeline. (0-3 Points)		3	
2) Clearly describes the data to be collected (existing and new) and explains how the data will be analyzed and aggregated to formulate evidence-based assessment of the achievability of the current PCR plastic minimum content requirements. (0-3 Points)		3	
3) Clearly describes research methods for evaluating the availability of PCR plastic, including data gathering methods such as site visits, interviews, surveys, etc. to be employed for this project. (0-3 Points)		3	
4) Concisely describes a clear, specific, and sound methodology for how data will be analyzed and how recommendations regarding the achievability of PCR plastic minimum content requirements will be formulated. (0-3 Points)		3	
5) Describes methods for identifying potential and actual barriers that beverage container manufacturers face in meeting PCR		3	

Category	Score (0-3)	Weight	Total
plastic minimum content standards as outlined in Public Resources Code (PRC) 14547. (0-3 Points)			
6) Describes methods for identifying the impacts of the PCR plastic minimum content requirements on the various participants of the recycling process. Clearly describes how information will be reported to CalRecycle. (0-3 Points)		3	
7) Describes how data validity will be ensured and how missing, incomplete, or confidential data will be addressed. (0-3 Points)		2	
Methodology Subtotal			
Cost Points			
Total			

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

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

- ATTACHMENT 7: CLIENT REFERENCES
- ATTACHMENT 8: CONTRACTOR STATUS FORM
- ATTACHMENT 9: BIDDER DECLARATION (DGS PD 05-105)
- 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, SECONDARY RFP MAIN > Section 3. PROPOSAL SUBMITTAL REQUIREMENTS:

- ATTACHMENT 14: TARGET AREA CONTRACT PREFERENCE ACT

- ATTACHMENT 1: 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 are part of the draft Standard Agreement (Attachment I5) and will be required by the successful Contractor during the contract period:

- ATTACHMENT 2: SMALL BUSINESS (SB) SUBCONTRACTOR PAYMENT CERTIFICATION
- ATTACHMENT 3: DISABLED VETERAN BUSINESS SUBCONTRACTOR PAYMENT CERTIFICATION (STD 817)
- EXHIBIT D: RECYCLED CONTENT CERTIFICATION
- Payee Data Record (Standard Form 204 viewable at https://www2.calrecycle.ca.gov/Docs/Web/115086)

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 STD AGREEMENT CONF-RFP(S) wIT Provisions.pdf

attachments/SAMPLE STD AGREEMENT CONF-RFP(S) wIT Provisions.pdf

EXHIBIT A: SCOPE OF WORK

1. OVERVIEW

TBD (Contractor) agrees to provide the Department of Resources Recycling and Recovery (CalRecycle), with consulting services, as described herein.

2. CONTACT INFORMATION

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

CalRecycle Contract Manager	**Contractor**
Name: Lexi 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: Erin Marty	Attention: **TBD**
Address: 1001 I St., MS 19-A	Address: **TBD**
Sacramento, CA 95814	
Phone: (916) 341-6202	Phone: **TBD**
Email: erin.marty@calrecycle.ca.gov	Email: **TBD**

3. BACKGROUND

The Department of Resources Recycling and Recovery (CalRecycle), Division of Recycling (Division) administers the California Beverage Container Recycling Program (BCRP) which was created through the California Beverage Container Litter Reduction Act (Public Resources Code (Pub. Res.

Code) 14500 et seq.) as a California Redemption Value (CRV) deposit and return system to reduce the beverage container component of litter and create convenient beverage container recycling opportunities in the state. CalRecycle is tasked with ensuring consumers throughout the state have convenient recycling options to return their CRV beverage containers and claim their deposit. CalRecycle is also tasked with enforcing minimum recycled content mandates on glass food and drink containers manufactured in California, and more recently, a minimum postconsumer recycled content standard for plastic beverage containers sold in California.

Assembly Bill (AB) 2530 (Chapter 861, Statutes of 2016) added Public Resources Code Section 14549.3, which requires beverage manufacturers to report, on an annual basis, the amount of virgin and postconsumer recycled (PCR) plastic used in the beverage containers they sold in the previous year beginning in 2018.

AB 793 (Chapter 115, Statutes of 2020) amended Public Resources Code Section 14549.3, and added Public Resources Code Sections 14547 and 18017, and established minimum PCR content standards for plastic beverage containers subject to California Redemption Value (CRV). Public Resources Code Section 14549.3 was most recently amended by SB 633 (Chapter 315, Statutes of 2026). The goal of AB 793 is to help develop domestic markets for recycled plastic, reduce the amount of virgin plastic used, and provide a closed-loop solution for plastic beverage containers. To achieve this, AB 793 requires the total number of plastic beverage containers filled with a beverage sold by a beverage manufacturer, as defined by Public Resources Code Section 14506, to contain, on average, a minimum 15 percent PCR plastic beginning in 2022, increasing to 25 percent in 2025, and settling at 50 percent in 2030. Beverage manufacturers who fail to meet the minimum PCR standard may face administrative penalties based on the weight of PCR plastic needed to reach the minimum standard.

Beginning January 1, 2025, the Director of CalRecycle may, on an annual basis, review and determine to adjust downwards the minimum PCR content standard required from the established 15 percent, 25 percent, and 50 percent requirements, respectively. The Director's review may be initiated by the Director or at the petition of the beverage manufacturing industry not more than once annually. (See Pub. Res. Code § 14547(a)(6)(A); Cal. Code Regs, tit. 14, § 2250). The petition process and requirements are further defined through adopted regulations. (See Cal. Code Regs, tit. 14, § 2250).

The goal of the Study on the Availability of Postconsumer Recycled Plastic in the Market (Study) defined in this document is to obtain information to substantiate the achievability of

the PCR standards by beverage manufacturers. The outcomes of this Study will inform the Director's decisions in the adjustment of the minimum PCR content standard requirement, as per Public Resources Code Section 14547(a)(6)(A).

Pursuant to Public Resources Code Sections 14547 (a)(6)(A)(i-v) the objectives of this contract are to conduct a study, provide data analysis, and make recommendations based on the following factors, at minimum:

A. Changes in market conditions, including supply and demand for postconsumer recycled plastics, collection rates, and bale availability both domestically and globally.

B. The correlation between recycling rates and availability of PCR material.

C. The availability of recycled plastic suitable to meet the minimum PCR standard pursuant to Public Resources Code Section 14547(a), including the availability of high-quality recycled plastic, and food-grade recycled plastic from the state's and other beverage container recycling programs.

D. The capacity of recycling or processing infrastructure to process both PCR plastic and bioplastic material.

E. The progress made by beverage manufacturers in achieving the goals provided in Public Resources Code Section 14547(a).

F. Other factors preventing beverage manufacturers from meeting the requirements, such as the impact of new material types (i.e. boxes, bladders, paperboard containers, and pouches) or natural disasters affecting operations.

The Contractor shall be responsible to complete market research analysis regarding the technical and economic feasibility and achievability of meeting the PCR plastic content standards for plastic beverage containers. Responsibilities include identifying, collecting, analyzing, and reporting all data necessary to fully evaluate the achievability of the standards set by Public Resources Code Section 14547, both initially and annually thereafter.

The Contractor shall consider any regulatory or statutory changes that occur during the term of this agreement that may influence market conditions relevant to the analysis required under Public Resources Code Section 14547.

The Contractor shall also consider any regulatory or statutory changes adopted during the term of this agreement that may affect the availability, reporting, validation, or economic feasibility of PCR plastic used in plastic beverage containers sold in California. Such consideration shall be integrated into market analyses, economic assessments, and policy recommendations, in coordination with CalRecycle staff.

The work performed by the study will result in an annual report each year for two years containing essential data, analysis, policy and other recommendations for the Department.

4. WORK TO BE PERFORMED

A. The Contractor shall:

1. Adhere to the approved Work Plan detailing the processes of data collection and research methodology and schedule of deliverables.
2. Adhere to the approved Data Governance Protocol to ensure accuracy and confidentiality of all privileged, confidential, commercial, or financial information, business trade secrets and proprietary data specific to individual companies.
3. Collect, compile, analyze, and report data and information to substantiate the achievability of the PCR plastic content standards for beverage manufacturers pursuant to Public Resources Code Section 14547(a)(6)(A)(i-v).
4. Conduct research to document conditions impacting the market for PCR plastic, and identify potential and/or actual barriers to meeting the minimum PCR plastic content standards as outlined in Public Resources Code Section 14547.
5. Identify the long-term economic impact of the minimum PCR plastic content standards on the recycling and plastic manufacturing market and industry.
6. Prepare, submit, and present an annual report that details the results of the study, policy recommendations, and alternatives. For subsequent annual reports following the completion of the initial report, identify and explain any changes in the plastic beverage container market cited in the previous report.
7. The Contractor shall ensure that all post-award digital deliverables produced under this Agreement, including all study documents, reviewed documents, formatted files, and any electronically submitted materials in Microsoft Word, PowerPoint, PDF, In-Design, or other formats, fully comply with the Web Content Accessibility Guidelines (WCAG) 2.2 Level AA

and applicable Section 508 accessibility standards. All documents must be delivered in an accessible format with correct reading order, appropriate tagging of headings and lists, alternative text for images and non-text elements, accessible tables, sufficient color contrast, meaningful hyperlinks, and properly defined document properties. The Contractor shall not use tools or processes that produce inaccessible content, and accessibility must be integrated into all deliverables at the time of creation or modification. CalRecycle retains the right to review, test, and audit any deliverable for accessibility, and any deliverable found non-compliant shall be rejected and returned for remediation at no additional cost to CalRecycle. The Contractor shall maintain accessibility compliance throughout the contract term and shall promptly remediate any identified violations at no cost. Upon request, the Contractor shall certify accessibility compliance. The Contractor shall indemnify and hold harmless CalRecycle for any claims, damages, liabilities, or costs arising from the Contractor's failure to meet WCAG 2.2 AA or Section 508 accessibility requirements.

5. TASKS

A. Task 1 - Meet to Finalize Work Plan
    1. Within fourteen (14) days of contract execution, the Contractor shall meet with the Contract Manager via Zoom to review the Work Plan and refine, as needed, any task and deliverables (including reports; surveys; presentations and/or dissemination of information to stakeholders).
    2. The Contractor shall email the refined Work Plan to the Contract Manager within seven (7) calendar days of the initial teleconference incorporating refinements or revisions identified during the initial teleconference.
    3. No other contract work shall be conducted until the Work Plan is approved in writing by the Contract Manager.
B. Task 2 - Adhere to the approved Data Governance Protocol to ensure accuracy and confidentiality of all privileged, confidential, commercial, or financial information, business trade secrets and proprietary data specific to individual companies.
    1. The Data Governance Protocol shall adhere to the Work Plan steps and software to be utilized to ensure accuracy and confidentiality of data gathered from the research conducted.
        a. Within twenty-one (21) days of contract execution, the Contractor shall submit the Data Governance Protocol to the Contract Manager.

b. The Contractor shall submit any changes to the Data Governance Protocol in writing, if necessary, to the Contract Manager for approval before implementing the changes to the Data Governance Protocol.

C. Task 3 - Collect, compile, analyze, and report data and information to substantiate the achievability of the PCR plastic content standards for beverage manufacturers pursuant to Public Resources Code Section 14547(a).
   1. The Contractor shall, each year of the study, collect, compile, analyze, and report data documenting the achievability of the PCR plastic content standards in response to but not limited to:
      a. What steps have beverage manufacturers taken to ensure that they meet the current minimum PCR plastic content standard?
      b. What additional steps, if any, are beverage manufacturers planning to ensure that they meet the progressively higher minimum PCR plastic content standards codified in law?
      c. How likely is it that beverage manufacturers meet the standard currently set forth in Public Resources Code Section 14547(a)?

D. Task 4 - Conduct research to document conditions impacting the market for PCR plastic, and identify potential and/or actual barriers to meeting the minimum PCR plastic content standards as outlined in Public Resources Code Section 14547(a)(6)(A)(i-v).
   1. The Contractor shall, each study period, conduct research and document conditions including but not limited to:
      a. Recycling Infrastructure:
         i. Capacity of recycling or processing infrastructure to produce high-quality recycled plastic. - Can recycling facilities handle increased volumes of plastic waste? (Consider - collection systems, sorting technologies, and processing capabilities.)
         ii. Supply of recycled plastic - Consistency of supply of high-quality recycled plastic, effects of contamination in recycling streams.
         iii. Availability of recycled plastic suitable to meet the minimum PCR plastic content standards pursuant to paragraphs two (2), three (3), and four (4) of Public Resources Code Section 14547(a), including the availability of high-quality recycled plastic, and food-grade recycled plastic from the state's and other domestic and international beverage container recycling programs.
         iv. Number of State, domestic, and international suppliers of PCR plastic.
         v. Origin of the plastic and/or feedstock provided by suppliers.
         vi. Amount of plastic that is lost or degraded as plastic is recycled.
      b. Economic Factors:

i. Cost Competitiveness - Cost of producing recycled plastic vs. virgin plastic, financial incentives or subsidies available.
ii. Changes to the State's, domestic, and international market supply. and domestic and global demand for PCR plastics, collection rates, and bale availability.
iii. Availability of material from suppliers.
iv. Global and local recycling rates.
v. Consumer participation rates.
vi. Industry Collaboration - Collaboration across the supply chain, from manufacturers to recyclers.

c. Technology:
i. What emerging or current technologies will impact PCR plastic production and availability?
ii. What might affect the ability of a manufacturer to substitute a resin type that has more availability than the resin type currently being used?
iii. Will bioplastic material influence the use of PCR plastic by beverage manufacturers?
iv. Are changes occurring or expected to occur that will impact the recycling or processing infrastructure that affect the availability of high-quality recycled plastic, and food-grade recycled plastic?

d. Sources of Potential Market Disruption:
i. Changes to consumer participation rates and availability of PCR plastic.
ii. Natural disasters that may impact availability of PCR plastic content hindering a beverage manufacturer’s ability to meet the PCR minimum content standards.
iii. Other anomalous market conditions identified by the Contractor that could cause a disruption to the supply chain impacting the availability and quality of PCR plastic.

E. Task 5 - Identify the impact of the minimum PCR plastic content standards on the recycling and plastic manufacturing market and industry.

1. Each year of the study, the Contractor shall research and document how the effects of the minimum PCR plastic content standards may have indirect or macro-economic impacts that affect beverage manufacturers including but not limited to:
a. Profitability of using PCR plastic, including cost of using PCR plastic, scrap values, and consumer motivation of recycling and purchasing beverage containers made of PCR plastic.
b. Whether any effects will occur from continued or future adoption of greater PCR plastic usage in the manufacturing of plastic beverage containers? (e.g., How does the volume

of recycled plastic beverage containers affect markets of recycled materials? Are there other demands on the available supply of PCR plastic that compete with its use?).

F. Task 6 – Reporting

1. Monthly Progress Reports
   The Contractor shall submit a Monthly Progress Report by a due date determined by the CalRecycle Contract Manager (e.g., the 5th of each month) that covers activities that are in progress, completed, and upcoming; any issues impacting the Work Plan; and the status of the project budget. The report shall be submitted by the 10th of the month preceding the reporting period.
2. The Contractor shall promptly notify the Contract Manager if significant issues arise that will affect its ability to perform the requirements of this Agreement, such as schedule delays, ineffective data collection or research methodologies, or refinements to the Work Plan.
3. Annual Study Reports
   The Contractor shall submit two (2) Annual Study Reports to CalRecycle, one for each year covered by the Study.
   a. First Annual Study Report
      i. The first Annual Study Report shall cover the period from January 1, 2027, through September 30, 2027.
      ii. The Contractor shall submit the first draft of the first Annual Study Report to CalRecycle by 5:00 p.m. on October 1, 2027.
      iii. CalRecycle staff will review the draft and recommend edits. The Contractor shall implement all edits into the next iteration of the Annual Study before resubmitting it to CalRecycle.
      iv. The first Annual Study Report shall be deemed final by the Contract Manager once all edits have been implemented.
   b. Second Annual Study Report
      i. The second Annual Study Report shall cover the period from October 1, 2027, through September 30, 2028.
      ii. The Contractor shall submit the first draft of the second Annual Study Report to CalRecycle by 5:00 p.m. on October 1, 2028.
      iii. CalRecycle staff will review the draft and recommend edits. The Contractor shall implement all edits into the next iteration of the Annual Study before resubmitting it to CalRecycle.
      iv. The second Annual Study Report shall be deemed final by the Contract Manager once all edits have been implemented.

c. Minimum Requirements for both Annual Study Reports
The annual report(s) shall include, at a minimum, the following:
   i. An Executive Summary;
   ii. A detailed description of the Work Plan, including methodologies used to collect the data and information;
   iii. A detailed discussion of the findings of the work completed pursuant to Tasks 2 through Task 3 that address the ability of beverage manufacturers to meet the minimum PCR plastic content standards as outlined in Public Resources Code Section 14547(a).
   iv. A recommendation to either maintain the current minimum PCR plastic content standard or to reduce the standard and, if recommendation to reduce the standard, then a recommendation on the percentage of the reduced standard;
   v. An assessment of the ability of beverage manufacturers to increase the usage of PCR plastic used in plastic beverage containers sold in California given constraints identified by the study; and
   vi. Recommendations to modify CalRecycle policy or business processes needed to effectively increase the usage of PCR plastic used in plastic beverage containers sold in California.

After each Draft Annual Study Report receives final approval from the Contract Manager, the Contractor shall submit a Final Annual Study Report for each respective period.

4. The Contractor shall submit a Final Annual Study Report, for the periods of January 2027 through September 2027 and October 2027 through September 2028, to the Contract Manager by November 1, 2027, and November 1, 2028, respectively, during the contract term.

6. CONTRACT TASK TIMELINE

The contract is estimated to begin January 2027 and end December 2028.

Task Number	Task Description	Start Date	End Date
Task 1	Meet to Finalize Work Plan	Date of contract execution (January 2027)	Within fourteen (14) days of contract execution
Task 2	Adhere to a Data	Date of contract	Within twenty-one (21)

Task Number	Task Description	Start Date	End Date
	Governance Protocol to ensure accuracy and confidentiality of all privileged, confidential, commercial, or financial information, business trade secrets and proprietary data specific to individual companies.	execution (January 2027)	days of contract execution and as amended
Task 3	Collect, compile, analyze, and report data and information to substantiate the achievability of the PCR plastic content standards for beverage manufacturers pursuant to Public Resources Code Section 14547(a).	Year 1 – January 2027 and ongoing until draft Annual Study Report is submitted with progress of work being detailed in Monthly Progress Report (Task 6) Year 2 – October 2027	Year 1 – September 2027 Year 2– September 2028
Task 4	Conduct research to document conditions impacting the market for PCR plastic and identify potential and/or actual barriers to meeting the minimum PCR plastic content standards as outlined in Public Resources Code Section 14547(a)(6)(A)(i-v).	Year 1 – January 2027 and on-going until draft Annual Study Report is submitted with progress of work being detailed in Monthly Progress Report (Task 6) Year 2 – October 2027	Year 1 – September 2027 Year 2– September 2028

Task Number	Task Description	Start Date	End Date
Task 5	Identify the impact of the minimum PCR plastic content standards requirements on the recycling and plastic manufacturing market and industry.	Year 1 – January 2025 and ongoing until draft Annual Study Report is submitted with progress of work being detailed in Monthly Progress Report (Task 6) Year 2 – October 2025	Year 1 – September 2025 Year 2 – September 2026
Task 6	Reporting Monthly Progress Reports Draft Annual Study Report Final Annual Study Report	Beginning February 2027 Year 1 - February 2027, The report shall be submitted by the 10th of month Year 1 – October 1, 2027 Year 2 - October 1, 2028 Year 1– November 1, 2027 Year 2– November 1, 2028	November 2028 Year 1 – September 2027, The report shall be submitted by the 10th of month Year 1 - October 1, 2027 Year 2 – October 1, 2028 Year 1 – November 1, 2027 Year 2 – November 1, 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 meeting locations 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 a 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 work performed in accordance with the Scope of Work and the approved Work Plan at the rates specified herein in Exhibit B-1: Cost Worksheet, not to exceed the per-task totals from the 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 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 CalRecycle form 151. The form requires written justification and supporting documentation including a minimum of three lodging quotes to validate the excess lodging rate. The Contract Manager will notify the Contractor of their decision. Excess lodging that is not preapproved will not be reimbursed.

7. **PROGRESS PAYMENT**: 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**: The 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 Worksheet; 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

EXHIBIT F: CONFIDENTIALITY AND DATA SAFEGUARDS

1. DEFINITIONS

1.1. CONFIDENTIAL INFORMATION: All non-public information, whether in written, oral, graphic, electronic, or any other form, including but not limited to financial, business, technical, or proprietary data. This includes information that a reasonable person would deem confidential or proprietary.

1.2. PERSONAL INFORMATION: As defined by Civil Code § 1798.3, subdivision (a) of the California Information Practices Act, any information maintained by the State that identifies or describes an individual.

1.3. STATE DATA: All information and data owned by the State, including Confidential Information and Personal Information, that is submitted to, processed by, or stored by the Contractor under this Contract.

1.4. SECURITY INCIDENT: Any actual or suspected unauthorized access, destruction, loss, theft, use, modification, or disclosure of State Data.

2. CONTRACTOR'S DATA GOVERNANCE PROTOCOL

2.1. The Contractor shall adhere to the Data Governance Protocol submitted as part of its bid and approved by CalRecycle. The approved Data Governance Protocol is hereby incorporated into this Contract by reference.

2.2. The Contractor’s obligations under its Data Governance Protocol shall be in addition to, and not in lieu of, the requirements of this Exhibit.

3. DATA PRIVACY AND CONFIDENTIALITY

3.1. The Contractor shall not use, retain, disclose, or sell State Data for its own commercial purposes or in a way that does not comply with the purpose of this Contract or applicable law. If an applicable law requires the Contractor to disclose State Data, the Contractor shall first inform CalRecycle of the legal requirement and give CalRecycle an opportunity to object or challenge the requirement, unless the applicable law prohibits such notice.

3.2. The Contractor shall ensure the confidentiality and security of all State Data and shall ensure that its personnel and subcontractors comply with all security and confidentiality obligations set forth in the contract.

3.3. The Contractor shall not disclose State Data to any third party without CalRecycle's prior written consent, except as permitted under the approved Data Governance Protocol or for purposes of providing services under this Contract. The Contractor is liable for all actions by subcontractors related to the use, processing and/or disclosure of State Data.

3.4 At the end of the Contract or upon CalRecycle's written request, the Contractor shall return or render permanently unreadable and unrecoverable all State Data, unless it is required to be retained by the Contractor to comply with applicable laws. The Contractor shall provide certification of destruction to CalRecycle.

4. DATA PROTECTING AND SAFEGUARDS

4.1. The Contractor shall implement and maintain appropriate administrative, physical, technical, and procedural safeguards throughout the Contract term to protect State Data from unauthorized access, use, modification, disclosure, or destruction.

4.2. Upon discovery of a Security Incident, the Contractor shall notify CalRecycle in writing within forty-eight (48) hours and take immediate corrective action. At a minimum, the notification shall include the nature of the incident, the data and individuals involved, what actions the Contractor has done or will do to quarantine and remediate the incident, and all steps taken to mitigate and prevent continuing or future incidents.

4.3. If a Security Incident occurs and is not the fault of CalRecycle, the Contractor shall bear all costs associated with its obligations to notify CalRecycle. The Contractor shall fully cooperate with CalRecycle and law enforcement in any investigation.

4.4. If CalRecycle determines that the Security Incident is significant, at the discretion of CalRecycle, the Contractor shall, at its own expense, have an independent, industry-recognized, State-approved third party perform an information security audit. The Contractor shall immediately share the audit results with CalRecycle upon the Contractor's receipt of such results. The Contractor shall provide CalRecycle with written evidence of planned remediation within thirty (30) days from receipt of the audit results and promptly modify its security measures.

5. RECORD KEEPING

The Contractor shall maintain an electronic file with all documents, including draft documents, files, and notes pertaining to this Contract. The electronic file and all information contained within it shall be accessible to CalRecycle throughout the entire duration of the contract term.

6. SURVIVAL

The privacy, confidentiality, and protection obligations of the Contractor shall continue for as long as the Contractor has access to State Data, including any required retention or storage timeframes after Contract termination or expiration.