



## DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

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### Notice to Prospective Proposers

November 8, 2017

You are invited to review and respond to this Request for Proposal (RFP) Secondary, entitled "2018 California Statewide Waste Characterization Study DRR17050". In submitting your Proposal, you must comply with the instructions herein.

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

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

Melissa Mojonier  
[contracts@calrecycle.ca.gov](mailto:contracts@calrecycle.ca.gov)  
Phone: (916) 341-6048  
Fax: (916) 319-7345

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

Melissa Mojonier  
Contract Administrator

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## **Section 1 Overview**

### **General Information**

CalRecycle promotes a zero waste California in partnership with local government, industry, and the public. This means managing the estimated 76 million tons of waste generated each year by reducing waste whenever possible, promoting the management of all materials to their highest and best use, and protecting public health and safety and the environment.

### **CalRecycle Contact Information**

Department of Resources Recycling and Recovery

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

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

Phone: (916) 341-6048

FAX: (916) 319-7345

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

Any documents delivered in person must be received in the Visitor Environmental Service Center located in the lobby of the CalEPA Headquarters Building at 1001 I Street Sacramento, CA 95814.

### **Service Needed**

The purpose of this Contract is for CalRecycle to acquire services that include two parts:

- 1) A comprehensive disposal facility-based statewide waste characterization study to gather accurate, representative data on the disposed waste stream, and
- 2) A generator-based study of food waste disposed by certain business types.

The results of the studies will be used to identify the types and amounts of materials disposed by California residents and businesses so that appropriate policies, strategies and programs can be selected to reduce their disposal. This will allow California to effectively strive toward the statutory mandates of 75 percent statewide recycling and the organics reductions required by SB 1383 (Lara, Chapter 395, Statutes of 2016) while conserving resources and minimizing the environmental, climate, and public health impacts associated with disposal.

### **CalRecycle's needs for Part 1: Disposal Facility-Based Study:**

1. An updated disposal facility-based study methodology for use in this study and future studies that will be flexible enough to adjust for changes in materials, programs, technologies and infrastructure.
2. Statistically representative data for the statewide disposal composition of waste actually disposed in California, after all processing and recovery activities have taken place.
3. Statistically representative data on the types, amounts and proportions of materials, and total tonnage, disposed by each sector: the residential sector, the commercial/industrial sector, the

self-haul sector, and the pre-processed sector (material recovery facilities (MRFs) and other similar operations).

CalRecycle's needs for Part 2: Focused Commercial Generator-Based (Generator-Based) Study for Disposed Food Waste:

1. A generator-based study methodology for use in this study and future studies on food waste that will be flexible enough to adjust for changes in materials, programs, technologies and infrastructure.
2. For selected business types that create significant amounts of food waste with good potential to be diverted or reduced, produce statistically representative data characterizing food disposal as set out by generators prior to collection, processing, recovery activities or disposal. Food waste shall be sorted into categories such as edible, recoverable, unavoidable, and/or similar categories while all remainder materials are left unsorted.

**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 \$696,000.00 (Six hundred ninety-six thousand dollars and zero cents). CalRecycle reserves the right to amend the budget for this Contract as needs arise.

**Payment Withhold**

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

**Contract Term**

The term of this Contract will span approximately 19 months and is expected to begin in February 2018. CalRecycle reserves the right to amend the term of this Contract as needs arise.

**Process Type**

Request for Proposal (RFP) (Secondary Method).

**Process Schedule**

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

|                                   |                   |
|-----------------------------------|-------------------|
| Advertisement Date                | November 8, 2017  |
| Proposer's Conference at 10:00 am | November 21, 2017 |
| Written Questions Due by 2:00 pm  | November 28, 2017 |
| Submittals Due by 2:00 pm         | December 20, 2017 |
| Post Notice of Intent to Award    | January 2, 2018   |

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## Section II Rules and Conditions

### Introduction

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

### Commitment

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

- All items noted in RFP documents
- Special Terms and Conditions available for viewing at [www.calrecycle.ca.gov/Contracts/Forms/SpeTermsCond.pdf](http://www.calrecycle.ca.gov/Contracts/Forms/SpeTermsCond.pdf)
- General Terms and Conditions (GTCs) available for viewing at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.
- Contractor Certification Clauses (CCCs) available for viewing at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

The above terms, conditions, and/or requirements are not subject to negotiation. Any Proposal that reserves a right to negotiate or expresses any exception to the above terms, conditions, and/or requirements will be disqualified. However, requests to revise any of the above terms, conditions, and/or requirements may be submitted during the formal question and answer period. Any such requests must include the current language, the proposed revised language, and the justification for the proposed revision. Any revisions are at the sole discretion of CalRecycle and will only be made under very limited circumstances in which the revisions apply to all Proposers and benefit or enhance the Contract.

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

### Antitrust Claims

In submitting a Proposal Package to a public purchasing body, the Proposer offers and agrees that if the Proposal Package is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the purchasing body pursuant to the Proposal Package. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Proposer. (See Government Code Section 4552.)

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

were paid by the assignor but were not paid by the public body as part of the Proposal Package price, less the expenses incurred in obtaining that portion of the recovery. (See Government Code Section 4553.)

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

### **Contractor's Cost**

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

### **Information**

Any information 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 must so be marked by the Proposer 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 deemed confidential or trade secret(s) by the Proposer to the extent allowable by the California Public Records Act and the Public Contract Code.

Final bids and Proposals are public upon the posting of the Notice of Intent to Award; however, the contents of all bids and Proposals shall be held in the strictest confidence until Notice of Intent to Award. Proposers should be aware that marking a document "confidential" or "proprietary" in a final bid or Proposal may exclude it from consideration for award and will not keep that document from being released after Notice of Intent to Award as part of the public record, unless a court has ordered the state not to release the document.

### **Written Questions**

The RFP includes a formal question and answer period in which Proposers have the opportunity to submit questions regarding the RFP. All questions must be submitted in writing either by mail, fax, or e-mail to the CalRecycle Contact as listed in Section I, Overview. The questions and answers will be published in an Addendum to the RFP (see below, Addenda).

### **Addenda**

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

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

### **Modification of Submittals**

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

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

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

### **Errors in Submittals**

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

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

### **Unreliable List**

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

### **Electronic Waste Recycling**

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

### **Use Tax**

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

### **Small Business (SB) Preference**

Small Business and non-small business may receive preference as set forth below.

For purposes of this RFP, references to "Small Business" include "Microbusiness" unless contrary to law.

Any Proposer competing in this process as a California Certified SB, or as a non-SB certifying to subcontract a minimum of 25% of the total contract services to a California Certified SB, will receive a five percent (5%) preference. Certification must be provided by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS).

CalRecycle will apply the preference per State law and as described on the DGS website at <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

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 small business 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 SB preference. This new amount is the total score.

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

A copy of the Proposer's and or/ small business subcontractor's small business certification should be included with the Proposal.

If the Proposer makes a commitment to achieve small business participation, then the Proposer, if awarded this contract, must within 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 small business participation that was achieved (Govt. Code § 14841). Refer to Attachment C Bidder Declaration to fulfill this requirement.

**Disabled Veterans Business Enterprise (DVBE) Incentive**

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

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

Certification must be provided by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS).

CalRecycle will apply the incentive as follows:

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

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

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

If awarded, the Proposer who has made a commitment to achieve disabled veteran business enterprise (DVBE) participation, must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the contract; (2) the name and address of the DVBE(s) that participated in the performance of the contract; (3) the amount each DVBE received from the prime Contractor; (4) that all

payments under the contract have been made to the DVBE(s); and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation (Military & Veterans Code (M&VC) § 999.5(d)). Refer to Attachment C Bidder Declaration to fulfill this requirement.

### **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.

If awarded the Contract, the Contractor **must** use all of the SB and DVBE firms identified on the Bidder Declaration form.

Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (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 Department of General Services (DGS). Changes to the scope of work that impact the DVBE subcontractor(s) identified in the Proposal and approved DVBE substitutions will be documented by contract amendment.

Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the Proposal may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC § 999.9; Public Contract Code (PCC) § 10115.10, or PCC § 4110 (applies to public works only).

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

### **Payments to the Contractor**

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

### **Equipment and Software Purchases**

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

## **Section III Proposal Submittal Requirements**

### **Introduction**

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

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

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

### **Deadline**

The proposal package must be received by CalRecycle, at the address listed in Section I, Overview by 2:00 p.m. on December 20, 2017.

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

### **Addressing**

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

### **Number of Copies**

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

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

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

### **Document Printing**

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

### **Cover Letter**

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

- a. Name and address of the Proposer submitting qualifications;
- b. Proposer's Headquarters for purposes of this Contract, if awarded;

- c. Name, telephone number, and e-mail address of a person who can be contacted if further information is required;
- d. Name, title, address, telephone number, and e-mail address of individual(s) with authority to negotiate and execute a binding Contract on behalf of the Proposer;
- e. Statement that personnel who will provide services under the Contract will have the required certifications and that the Proposer will have qualified personnel available to meet the service needs;
- f. Statement attesting to the fact of the percentage of post-consumer recycled content fiber paper used in the compilation of the Proposal package.
- g. Statement stating that the Contractor and any Subcontractors to be used during the performance of the contract are eligible to contract with the State of California, pursuant to PCC 10286; and
- h. List of Contractor's and any subcontractor(s') business names, identification of certified SB status, if applicable, and corresponding OSDS Reference number(s) issued to the certified SB by the DGS.

### **Table of Contents**

The information must be organized as presented with corresponding page references.

### **Summary**

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

### **Methodology**

The Proposal must describe in detail how project objectives will be met and shall include a Work Plan describing the methods to be employed to accomplish the contract activities described in Section VI *Description of Work*.

The Proposal must describe the approach proposed by the Contractor and the reasoning behind it, including a description of how the objectives will be met and the methods the Contractor will use. The description must include not only what work will be performed, but how it will be performed. The approach and methodology must be described in sufficient detail to allow CalRecycle staff to evaluate the methods and must address all tasks and items in the Description of Work.

This RFP outlines a general approach for meeting the requirements and includes ideas that could be used to meet the project objectives; however, the Contractor may propose alternative, modified, or new approaches. Detailed approaches for the tasks must be proposed that meet or exceed the requirements of the project objectives. These approaches must be defensible, using statistical or data analysis or other means, and the proposal must adequately demonstrate that the objectives will be met.

This RFP describes the tasks CalRecycle believes are required to achieve the project goals. The Proposal shall set out the proposer's approach and framework for how the study design will meet the RFP requirements.

### **Organization**

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

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

### **Qualifications and Resources**

The high level of expertise required from various disciplines necessitates that the prospective Contractor assemble a team of highly experienced and respected personnel. As demonstrated by resumes and references, the prospective Contractor and any Subcontractors shall have the experience, qualifications, and resources to perform the required tasks of the project. Specifically, the members of the prospective Contractor's team shall be highly knowledgeable regarding:

- Designing and conducting waste characterization studies involving collection of detailed field sorting data on waste disposed, including broad experience that can be drawn upon to develop new methods and study designs
- The nature of waste streams from different sectors, such as variability of data both within and between sectors
- Statistical methods to properly determine sample numbers and sample allocations to result in statistically defensible data
- California's solid waste infrastructure as relevant to the study objectives, including experience working in various parts of the state and knowledge about the variability of waste management and infrastructure in the state
- Designing and conducting generator-based studies for the commercial sector, including allocating samples, selecting and recruiting sampling sites, and working closely with businesses to collect disposal samples and data needed for the study
- Protocols for sampling and sorting waste for waste characterization studies
- Health and safety protocols
- Methods for working with solid waste facilities to conduct sampling studies with a minimum of impact on the facilities
- General MRF operations, and experience in working with MRFs to collect samples of residuals
- Accurate recording of field data and Quality Assurance/Quality Control (QA/QC) of data for proper submission of data for analysis.

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

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

## **References**

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

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

## **Samples of Written Work**

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

1. Designing and implementing a large-scale facility-based waste disposal characterization study, including all phases of the study from design to report preparation;
2. Designing and implementing a large-scale generator-based waste disposal characterization study, including all phases of the study from design to report preparation;
3. Broad knowledge of and experience in working in California's solid waste management system in various parts of the state.

## **Contractor Eligibility**

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

## **Qualification/Licenses**

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

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

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

If the budget for services outlined in this announcement, exceeds \$100,000, CalRecycle will grant a preference for TACPA qualified Proposers.

The Proposer must provide reasonable demonstration of contract labor hours and certify that they will comply with the requirements of the TACPA.

If the Proposer is qualified for this preference, the TACPA Preference Request Form must be included in the Proposal submittal.

The form may be downloaded at [www.CalRecycle.ca.gov/Contracts/Forms/default](http://www.CalRecycle.ca.gov/Contracts/Forms/default).

**Maximum Combined Preferences and Rules for Award**

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

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

**Proposers Conference**

If the Proposer wishes to attend the conference in person on November 21, 2017, please arrive at the Visitor Environmental Service Center located in the lobby of the CalEPA Headquarters Building at 1001 I Street, Sacramento, CA 95814. The Proposer's Conference will begin promptly at 10:00 am, as noted in Section I, Process Schedule.

**Teleconference Participation**

If the Proposer is unable to attend the Proposer's Conference in person and wishes to participate via telephone they must submit the Teleconference Participation Form by 5:00 p.m. on November 20, 2017. The Teleconference Participation Form must be submitted by fax or e-mail (scanned document must be viewable with Adobe Acrobat Reader) to the CalRecycle Contact as instructed in Attachment K. Proposers participating in the teleconference will be notified by email of the conference phone number and access code prior to the time noted above.

## **Section IV Cost Proposal Submittal**

### **Evaluation**

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

### **Cost Breakdown**

Attachment A, Cost Proposal Sheet(s), must be completed, specifying detailed project costs and Subcontractor commitments for each of Parts 1 and 2, their respective tasks, and Subcontractors to be used for each task. The awarded Proposer's invoices must be itemized as shown in the submitted Cost Proposal Sheet.

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

The costs identified in Attachment A, should take into consideration the length of the contract, rise in salaries and overhead costs.

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

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

The Cost Proposal Sheet is a self-contained document for the purpose of calculating cost points and evaluating whether all information required by the RFP has been submitted. Therefore, all information (such as explanations of \$0 instead of itemized costs) must be included. Reference by incorporation to the Proposal is not acceptable.

The amount identified in Attachment A may not be changed and will remain in effect for the life of the Contract.

### **Travel and Per Diem**

All travel must be pre-approved by the Contract Manager. Only the least costly travel method (for example, personal car, rental car, or air travel) will be reimbursed. When determining the least costly travel method, the Contractor should take into consideration not only direct expenses, but also the time billed. If the Contractor is unsure what 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 release, the rates listed below apply. However, they are subject to change and the Contractor will be held to

the State per diem rates in effect at the time of travel. Per diem (lodging, meals and incidentals) will not be reimbursed for travel within 50 miles of Contractor's headquarters.

- Lodging (receipts required) per day:

All counties/cities located in California (except as noted below):

Actual lodging expense, supported by a receipt, up to \$90 per night, plus tax and mandatory fees.

Napa, Riverside, and Sacramento Counties:

Actual lodging expense, supported by a receipt, up to \$95 per night, plus tax and mandatory fees.

Marin:

Actual lodging expense, supported by a receipt, up to \$110 per night, plus tax and mandatory fees.

Los Angeles, Orange, and Ventura Counties and Edwards AFB, excluding the City of Santa Monica:

Actual lodging expense, supported by a receipt, up to \$120 per night, plus tax and mandatory fees.

Monterey, San Diego Counties:

Actual lodging expense, supported by a receipt, up to \$125 per night, plus tax and mandatory fees.

Alameda, San Mateo, and Santa Clara Counties:

Actual lodging expense, supported by a receipt, up to \$140 per night, plus tax and mandatory fees.

City of Santa Monica:

Actual lodging expense, supported by a receipt, up to \$150 per night, plus tax and mandatory fees.

San Francisco:

Actual lodging expense, supported by a receipt, up to \$250 per night, plus tax and mandatory fees.

- Meals (actual expense) (up to \$7 for breakfast, \$11 for lunch and \$23 for dinner) – up to a maximum of \$41 per day
- Incidentals – up to a maximum of \$5 per day.
- Coach airfare, mid-size/economy rental cars, parking and fuel – actual costs verified by bills or receipts. Expenses for rental car insurance, fuel for rental cars purchased from the rental car company, and additional air travel expenses such as preferred boarding, will not be

reimbursed. First Class or Business Class air travel is not allowed. Airport parking must be at the most economical rate. Expenses for one way rental car expense (i.e. charges for returning a rental car to a location other than that from which it was rented) will only be reimbursed if preapproval is given by the Contract Manager prior to the expense being incurred.

- Personal Vehicle Use for travel is reimbursed at \$0.535 per mile; however fuel will not be reimbursed if a personal vehicle is used.

## Section V Evaluation and Selection

### Introduction

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

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

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

### Selection Process

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

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

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

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

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

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

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

| <u>Rating Category</u> | <u>Maximum Points</u> |
|------------------------|-----------------------|
| Experience             | 75                    |
| Overall Approach       | 30                    |
| Methodology            | 84                    |
| Rating Total           | 189                   |
| Cost Points            | 85                    |
| Maximum Total          | 274                   |

2. CalRecycle will consider a proposal technically deficient and non-responsive if the proposal earns a score that is less than 50 points in the Experience Category, less than 20 points in the Overall Approach, or less than 56 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.

**Cost Points**

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

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

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

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

#### EXAMPLE

*Lowest Proposer's cost = \$10*

*Other Proposer's cost = \$12*

*Maximum cost points = 30 cost points*

*factor = \$10 ÷ \$12 = .83*

*Cost Points Calculation for Other Proposer's Cost*

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

*Final Cost Points Awarded*

*Lowest cost Proposal receives 30 cost points*

*Other cost Proposal receives 25 cost points*

#### **Grounds for Rejection**

All Proposals may be rejected whenever the determination is made that the Proposals received are not 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
- The Personnel Rate Sheet is not prepared as required by the RFP
- The Proposer has been prohibited from contracting with the State by the Department of Fair Employment and Housing
- The Proposer has received a substantive negative contract performance report from the State
- Any items required by the RFP are not included with the submittal

No Proposal may be rejected arbitrarily or without reasonable cause.

#### **Award of Contract**

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

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

CalRecycle reserves the right not to award a Contract.

**Notice of Intent to Award**

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

Notice of the intent to award will be posted on CalRecycle's website at [www.CalRecycle.ca.gov/contracts](http://www.CalRecycle.ca.gov/contracts) and at the headquarters building noted in Section I. It is the Proposer's responsibility to check one of these locations for a copy of the Notice of Intent to Award.

**Rejection of Award**

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

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

**Protest of Award**

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

Within five (5) **working** 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 to the following parties:

Department of General Services  
Office of Legal Services  
Attn: Protest Coordinator  
707 Third Street, Suite 7-330  
Sacramento, CA 95605  
Fax (916) 376-5088

CalRecycle  
Attn: Contracts Unit  
1001 I Street, MS-19A  
Sacramento, CA 95814  
Fax (916) 319-7560  
Email [contracts@CalRecycle.ca.gov](mailto:contracts@CalRecycle.ca.gov)

## **Section VI Description of Work**

This Contract is to acquire statewide waste characterization study services that include two parts conducted concurrently. They are:

Part 1 (Tasks 1-5) A comprehensive statewide Disposal Facility-Based Waste Characterization Study to gather accurate, representative data on the disposed waste stream; and

Part 2 (Tasks 6-10) A Generator-Based Study of food waste disposed by certain business types.

In Part 1 Disposal Facility-Based Study, the Contractor shall be responsible for the study design, coordinating fieldwork with sites, setting the sampling schedule, performing all field work, data entry, and data quality assurance/quality control (QA/QC). CalRecycle staff will recruit facilities to be sampling sites, perform statistical analysis of data, and produce a final report. In Part 2 Generator-Based Study, the Contractor shall develop a study design, identify and recruit generators, perform all fieldwork, data entry, and data quality assurance/quality control (QA/QC) while CalRecycle will perform statistical analysis of data, and produce a final report.

### **Part 1: Disposal Facility-Based Study**

#### Part 1: Background Information

Prior disposal facility-based studies have been conducted by CalRecycle using a standard method described in those study reports. In 2014 the application of that method resulted in data anomalous with historical findings, perhaps because the method was not flexible enough to adapt to significant changes in the statewide waste management system and infrastructure as it evolves over time. An updated method is needed to collect statewide waste characterization data, which includes an approach to better determine sector tonnage estimates, select sampling sites, and distribute samples to sites and sources to obtain the best representative data, and accommodate future changes in the system.

The Contractor shall use their expertise, experience, and creativity to propose a waste characterization study method which may encompass new, innovative approaches or use a modified approach, and incorporate the best aspects from other studies and existing proven methods. The proposed method shall address the issues encountered in the 2014 study (see <http://www.calrecycle.ca.gov/Publications/Detail.aspx?PublicationID=1546>, pages 115-118) and other challenges characterization studies commonly encounter.

- 1) This new method shall:
  - a) Result in representative data on the state's current waste stream.
  - b) Account for evolving trends and waste flows so it is flexible enough to use for future studies.
  - c) Provide data that can be compared to past CalRecycle studies (even if the past methods differ from the 2018 study) to assess trends such as changes in sources and types of waste.
  - d) Characterize process residuals from MRFs (and similar facilities) and incorporate these tonnages into the overall statewide composition.

- 2) The proposed study design based on the study method developed shall achieve the project goals. Some possible differences from prior studies to consider in the study design are:
  - a) Developing new or different regions or eliminating the use of geographic regions altogether.
  - b) Use of other geographic factors such as urban, suburban, or rural characteristics of an area.
  - c) New ways to distribute samples to regions (if used), sectors, and sampling sites, such as focusing on sites receiving high tonnage and/or allocating more samples to a particular sector.
  - d) New or modified methods to better determine tons of waste disposed by different sectors/sources.
  - e) Addressing sites with multiple activities such as direct transfer, processing, composting, etc.
  - f) Addressing situations where there may be no, low, or high levels of on-site processing so that data is collected on materials actually disposed.
  - g) New or modified criteria for selecting, recruiting and screening sampling sites – for example, past studies required sites to meet certain criteria for receiving waste in certain amounts from each sector which could limit the pool of sampling sites, which might not be optimal.
  - h) Selecting or focusing on landfills receiving high tonnage from other facilities delivered in transfer trucks, and tracing back “upstream” to sample materials at the source facilities, as well as sampling direct-haul loads at these sites.
- 3) The Proposal shall include a study design for the Disposal Facility-Based study that includes:
  - a) A sampling plan including the number of sites to be used, and the number of samples allocated to sectors and sites, and a description of the reasoning used to develop the plan.
  - b) A plan to obtain representative samples of MRF residuals that may process multiple types of streams and/or have complex operations, including allocation of samples among multiple ejection points, if necessary.
  - c) A vehicle survey plan to collect sector tonnage data.
  - d) A data entry and management plan, including QA/QC measures to ensure accuracy of data.
  - e) Quality control procedures for all parts of the study.
- 4) The Proposal shall include a field methodology and plan for the Disposal Facility-Based study including the following:
  - a) How field personnel will coordinate activities with the facilities used for the study
  - b) Number of field staff and supervisors to be on-site, and the role of each
  - c) Training and supervision of sorters and surveyors

- d) How representative samples (including multi-family) will be selected and collected, including how adequate sample weights will be achieved, and how random and/or stratified samples will be chosen
  - e) How other necessary field data will be collected and recorded
  - f) How samples will be sorted using proper sorting and weighing techniques and accurate scales
  - g) Measures to be taken to ensure the accuracy of the data, including how data will be recorded and checked in the field
  - h) General contingency plans to address unforeseen circumstances that may delay or adversely affect the study such as logistical, equipment, or other problems encountered in the field
  - i) A list of equipment expected to be used and examples of field sheets that could be used for the project
  - j) Health and safety measures to be used, and a description of how to ensure they will be followed
  - k) A tentative timeline of field work, including start-up tasks, logistical arrangements, training, travel, set-up, sorting, data entry, and data quality control
- 5) The Proposal shall address the following key components:
- a) How to obtain representative composition and tonnage data for each sector/source of waste, including process residuals.
  - b) How to aggregate data to get residential, commercial, and self-haul sector compositions (incorporating process residuals if possible) and an overall statewide composition.
  - c) How to address issues impacting the determination of sector tonnage amounts at the statewide level.
  - d) How to obtain data on process residuals considering that processing facilities may have complex operations.
- 6) The Proposal shall address the following key items:
- a) Proposed approach for the sampling strategy (or possibly strategies), including strategy and criteria for selecting areas of the state and/or sites for sampling.
  - b) Recommendations for the overall number of samples and number of samples assigned to each source (single-family residential, multi-family residential, commercial, self-haul, and pre-processed sectors) and how samples shall be distributed among sampling sites.
  - c) Reasoning behind the sampling strategy and number of samples assigned to sources and sites.
  - d) Strategy for adequately characterizing MRF residuals from various streams and processing methods, including number of samples, how to capture them, how to address sites processing multiple streams and/or sites with complex operations.
  - e) Training and supervision of sorters and surveyors.
  - f) Number of staff on-site, and role of each.

## Part 1: Factors to Consider

CalRecycle anticipates the following:

- The study will encompass sampling of waste at landfills, transfer stations, and material recovery facilities (MRFs) such as “clean MRFs”, mixed waste processing facilities (“dirty MRFs”), C&D materials processing facilities, etc. If the Contractor believes an alternative approach for sampling waste from the pre-processed sector would provide comparable data, then the Proposal shall provide sufficient details to evaluate the alternative. Information on these facilities can be found at <http://www.calrecycle.ca.gov/SWFacilities/Directory/search.aspx> and <http://www.calrecycle.ca.gov/FacIT/>.
- In order to characterize the statewide waste stream, the number of sites to be used for sampling is anticipated to be comparable to or exceed the number used in past studies of similar size and budget. Since some of the work performed by the Contractor in past studies will now be performed by CalRecycle staff, more of the budget shall be available for a robust number of sampling sites. Reports for past CalRecycle studies can be found at <https://www2.calrecycle.ca.gov/WasteCharacterization/Study> and overall project budgets are found inside the front cover of each report.
- Sites will be distributed throughout the state but may be mostly located in large urban areas, with very few sites in rural areas, which shall reduce some costs for field travel and logistics.
- For sampling of waste at landfills and transfer stations, samples will be taken from vehicles bringing waste to facilities from single-family residential sources/routes, commercial/industrial sources/routes, self-haulers, and possibly transfer trucks, keeping in mind samples shall be taken from materials destined only for disposal.
- Multi-family residential samples will be collected at the site of the generator (near facilities used for sampling sites) and may be sorted at the related sampling site. CalRecycle staff will recruit the multi-family sites and provide logistical information for sample collection by the Contractor. If the Contractor believes an alternative approach for multi-family sampling would provide comparable data, then the Proposal shall provide sufficient details to evaluate the alternative.
- For sampling of MRF residuals, in order to fully characterize materials disposed, samples may need to be collected at multiple ejection points, although other methods may be proposed such as sampling from residual piles or from transfer trucks carrying residuals, if done in a way that meets the study objectives. The Proposal shall recommend the minimum particle size to be sorted, and/or an approach to dealing with mixed fines, that balances the need for meaningful data on residuals with sorting costs.
- The overall number of samples characterized is anticipated to be comparable to or exceed that used in past studies of similar size and budget. Since some of the work performed by

the Contractor in past studies will now be performed by CalRecycle staff, more of the budget shall be available for sample collection and sorting.

- Samples of solid waste and residuals will be hand-sorted by the Contractor into approximately 100 material types. Samples collected from garbage trucks will weigh at least 200 lb.
- As many vehicles as possible will be surveyed at each sampling site to best gather data to determine the sectors of waste coming into the site for disposal.
- Sampling will occur during calendar year 2018, and will result in data representative of the annual waste stream. Sampling will occur during at least 2 sampling periods, several months apart.
- Approximately 75-80 percent of the contract budget and resources will be used for this part of the study.

### Part 1: Contractor Responsibilities

The Contractor shall be responsible for:

1. Coordinating and communicating with the CalRecycle Contract Manager (Contract Manager) throughout the study on at least a weekly basis.
2. Ensuring that: the implemented study design is consistent with the requirements in this RFP and the Contractor's Proposal; logistical details are set in collaboration with the Contract Manager; and any contingencies that arise are addressed in collaboration with the Contract Manager.
3. Coordinating with and setting up final logistics with all sampling sites.
4. Scheduling field work during appropriate sampling seasons or periods.
5. All field work, including selecting samples, sorting sampled waste, vehicle surveys, and recording of field data.
6. Having a health and safety plan, and ensuring it is followed by all field personnel.
7. Preparing for and dealing with special logistical needs for sampling at MRFs (which may have multiple processes and complex operations) in order to best characterize only materials destined for disposal and assign sampling compositions and tons to the appropriate sector as much as possible.
8. Preparing for and dealing with special logistical needs for sampling at transfer stations that may have material recovery activities, and landfills that may have special diversion programs.
9. Preparing and implementing contingency measures to deal with logistical, equipment, weather, or other problems encountered in the field, including refusal of cooperation by facilities, or other unforeseen circumstances. These measures may include conducting make-up days to collect required data if necessary.
10. Coordinating all field activities to maximize efficiency and minimize cost.
11. Coordinating with CalRecycle staff who may perform supplemental data collection related to the study, such as additional vehicle surveys.

12. Data entry, data QA/QC, and submission of final field data to CalRecycle in a format and process approved by the Contract Manager.
13. Periodic status reports (such as monthly or weekly as appropriate) submitted to the Contract Manager.

CalRecycle would like the composition and tons of process residuals to be assigned to a sector as much as possible. Depending on operations at various sites this may be problematic or may not be possible. The study design shall propose methods to address this issue. One approach might be to capture samples of residual streams at MRFs so that the type of source and type of processing can be identified, but the Contractor can propose alternative methods that meet the goals of the study. Within the pre-processed sector, the statewide tonnage amounts for disposal will be broken down into subsectors based on the different processing methods, such as clean MRFs, mixed waste processing facilities, and construction and demolition (C&D) processing, and other types of processing. For the pre-processed sector, characterization data will be determined at the sector-level statewide, and will not require statistically representative data for each subsector.

#### Part 1: Tasks Identified

##### **Task 1: Initial Meeting to Review Study Design and Translate Contractor's Study Design into Tactical Sampling Plan**

- A. Within 10 calendar days after contract approval, the Contractor shall meet with the Contract Manager to review the study parameters, identify the logistical details needed to begin work on the study, and fine tune the approaches in each of these areas.
  1. The timeline for sampling
  2. The sampling locations and sample allocations
  3. The specific materials to be included. CalRecycle staff will provide a final list of material types to sort by, with definitions and additional guidance as needed to ensure accurate sorting. The base list of approximately 100 material types will be similar to those used in past studies, but some material types will be added, subtracted, or modified. Materials that will need more detailed types include food and packaging. Food waste types will be consistent with those used for the generator-based study.
- B. Within 30 calendar days, the Contractor shall prepare and submit the results of the collaboration above which documents the agreed upon fine-tuning of the logistical details. CalRecycle staff will review this submittal to ensure it accurately represents the agreed upon details, is consistent with both this RFP and with the Proposal, and shall provide additional feedback and edits as needed within 10 calendar days.
- C. The Contractor shall make required changes, if any, and submit to the Contract Manager within 15 calendar days of receiving comments.

**Task 2: Coordinate with Sampling Sites and Determine Field Schedule**

- A. CalRecycle staff shall recruit sites and gather pertinent logistical information to facilitate field work at each site. The Contractor will review each site's information at least 30 calendar days before beginning field work, to ensure efficient field work, and shall inform CalRecycle staff within 10 calendar days if additional information is needed, which will then be obtained by CalRecycle staff within 10 calendar days of receiving the request for more information.
- B. When scheduling sampling activities at sites, the Contractor shall incorporate information on variations in operations, variations in waste flows from sectors, on-site processing/handling, and other relevant information that may affect materials disposed, in order to ensure representative sampling at each site.
- C. The Contractor shall provide a tentative schedule of which sites will be used in each season at least 30 calendar days before field work begins for the first season. Subsequently, for each season, the Contractor shall submit the list of facilities and scheduled field days at each site at least 30 calendar days prior to the beginning of field sampling. This document shall include an overall schedule for fieldwork, describing start-up tasks, travel, set-up, and sorting days, and number of samples from each sector/subsector to be characterized at each site (in coordination with the Study Design). The Contract Manager will review these documents and the Contractor shall address any questions or concerns the Contract Manager may have.
- D. The Contractor is responsible for final coordination and logistical arrangements with each site.

**Task 3: Perform Field Work**

The Contractor shall perform all field work including selecting and sorting samples, weighing waste samples, conducting vehicle surveys, and recording and checking field data as described in the study design and field sampling plan.

- A. Subtask 3A – Field Sampling and Sorting
  - 1. Samples of waste shall be collected from garbage trucks and self-haulers at disposal facilities (landfills, transfer stations), from residual output points at MRFs or other sampling points as needed, or at the site of generation for multi-family waste, and sorted into CalRecycle's stipulated material types. The residential waste stream shall be subdivided into single family and multi-family sources.
  - 2. For each load sampled at a disposal facility, the Contractor shall collect data on the jurisdiction and sector of origin, truck type, whether the load is from a

- construction/demolition source, and any notes or unusual circumstances. For self-haul loads, the subsector of origin shall also be determined to be residential, general commercial/industrial, construction and demolition, roofing, landscaper, or other.
3. Only one sample shall be taken from each route truck or self-hauler selected for sampling.
  4. All composition samples shall be physically sorted, except where impractical and visual sorting is more appropriate (for example, some construction and demolition waste, or for health and safety considerations). If visual sorting is used, those samples shall be clearly identified and the methods used shall be well-documented.
  5. The Contractor shall record all field-sorting data for each sample (weight of each material type in the sample) and total sample weight, and implement QA/QC measures in the field to ensure the accuracy of the data collected.
  6. For each load sampled at disposal facilities, all samples shall weigh at least 200 pounds and any samples weighing less than 200 pounds will not be accepted as fulfilling the contract (except as described below for self-haul samples). The Contract Manager will have the discretion to withhold an appropriate amount of payment for each underweight sample, not to exceed the marginal sample cost for this task. Because self-haul loads vary greatly in size, what constitutes a "self-haul" sample depends on the size of the load brought in by the self-hauler. If the load weighs over 250 pounds, then a sample of at least 200 pounds shall be collected and sorted. If the total load weighs from 175 to 250 pounds, the entire load shall be sorted as a sample. This is the only circumstance in which samples less than 200 pounds will be acceptable. If the total load weighs less than 175 pounds (as do many passenger car loads), additional loads from the same class of vehicle and type of origin must be collected until the total weight exceeds 200 pounds. The combined small vehicle loads shall then be counted as one sample.
  7. Multi-family samples shall weigh at least 200 pounds and shall be collected at the site of generation (e.g., apartment buildings).
  8. For multi-family generator sampling, all bins at the site shall be inspected to determine whether any substantial differences exist among bins, and if so, subsamples shall be taken to ensure a representative sample. Sample volume shall also be measured. Information shall also be collected at multi-family sampling sites to develop a statewide multi-family disposal rate (tons per unit per year). This shall include confirmation of number and size of waste bins at the site, collection frequency, visually estimating fullness of bins, sample collection and bin observations on an appropriate day to obtain representative data, confirmation of number of occupied units, and other pertinent information as determined during study development.
  9. For samples collected at MRFs, the weight of the samples from most residual ejection points will be a minimum of 125 pounds. Sample weights for some materials such as fines may be less than 125 pounds. Samples will represent only materials destined for disposal. The MRF sampling shall result in data which allows the Contractor to

produce an overall composition for residual disposal that accurately represents the proportions from the different ejection points (e.g. pre-line removal, overs, unders, and other materials separated for disposal). If other sampling methods for MRF residuals have been proposed and agreed to by the Contract Manager (such as sampling combined residuals from piles or transfer trucks) for special circumstances, sample weights shall be a minimum of 200 pounds.

10. The Contractor shall take a digital photograph of each sample before sorting and, if needed, break open plastic garbage bags to obtain an adequate picture of the materials in the sample. For not more than 10 material types to be selected by CalRecycle, in not more than 10 percent of the samples, the Contractor shall take a digital photograph showing the individual items in that type (i.e., a picture of the contents spread out on the ground).
11. The Contractor will provide all equipment needed for fieldwork, including health and safety equipment.
12. Sampling shall be conducted during a minimum of 2 periods, several months apart.
13. CalRecycle staff, and possibly other interested parties, will observe some of the sorts.

#### B. Subtask 3B – Vehicle Surveys

1. Through vehicle surveys and any other data collected from sample sites, the Contractor shall determine the percentage of the disposed waste stream that is from single-family residential, multi-family residential, commercial/industrial, self-haul and pre-processed sectors. These surveys of incoming vehicles shall be conducted at the gate of each facility used for composition sampling, on the same days as sampling.
2. The Contractor shall plan for and employ a sufficient number of surveyors to ensure that large facilities with multiple gatehouses or scales are representatively surveyed at each scale (for example, using 1 surveyor at each scale where there are multiple gates or scales).
3. The Contractor shall further classify the self-haul sector into residential, construction and demolition (C&D), roofing, landscaper, general commercial/industrial (other than C&D, roofing, and landscaper), and possibly other sub-sectors as identified by CalRecycle staff.
4. Additionally, all vehicles determined to be disposing construction and demolition materials shall be further surveyed for tonnage and activity that generated the debris. The activities are defined as used in CalRecycle's Targeted Statewide Waste Characterization Study: Detailed Characterization of Construction and Demolition Waste (<http://www.calrecycle.ca.gov/Publications/Detail.aspx?PublicationID=1185>).

#### **Task 4: Data Entry and Data QA/QC**

- A. The Contractor shall provide field-sorting data for each sorted sample (weight of each material type in the sample) and total sample weight.

- B. The Contractor shall provide vehicle survey data and any other pertinent additional data on tonnages and sectors that were collected for all sites surveyed.
- C. The Contractor shall perform all data entry, and follow all quality control measures in its plan to ensure the accuracy of the data entered. Any errors or discrepancies in data discovered during quality control activities and/or review by the Contract Manager shall be resolved by the Contractor.
- D. The Contractor shall enter all data collected into electronic spreadsheets or a database compatible with CalRecycle's computer system (Microsoft Office programs such as Excel or Access), with format and software to be approved by the Contract Manager. All final data shall be submitted to CalRecycle in electronic format.
- E. Data to be submitted include for each sample: sample ID number, facility, date, sample weight, weight of each component, truck type, sector/subsector and jurisdiction of origin and any notes on special circumstance or other information, as applicable, and photo.
- F. Data submitted will be final and correct, after the Contractor's review and QA/QC procedures are complete
- G. The Contract Manager will review the submitted data to ensure it is complete, understandable, and usable in the analysis procedure, and the Contractor will respond to any questions and address any problems or discrepancies found by the Contract Manager.
- H. At least 30 calendar days prior to commencement of data entry for the first season, the Contractor shall submit sample printouts displaying database and/or spreadsheet format to the Contract Manager for approval.

**Task 5: Submit Field Data and Summary Reports to CalRecycle**

- A. At a minimum, the Contractor shall submit regular monthly progress reports and interim data to the Contract Manager during the project.
- B. During field sampling operations, the Contractor shall prepare and submit to the Contract Manager weekly reports containing the following:
  - 1. Final schedule/sampling plan for the upcoming week
  - 2. Summary of sampling completed during the previous week, including numbers and locations of samples characterized for each sector and/or subsector and number of vehicle surveys completed
  - 3. Copies of all field sheets and photographs taken for the previous week's work
  - 4. Reports of any problems, contingency measures taken, or significant findings encountered
  - 5. Recommendations for adjustments for field procedures, sites, or general study design, if needed.
- C. Not more than 30 calendar days after the end of field operations for each season, the Contractor shall prepare and submit to the Contract Manager a report summarizing all

samples completed, including numbers and locations of samples characterized for each sector and/or subsector, number of vehicle surveys completed, and a description and explanation of any differences between the final sampling plan and actual field sampling performed.

- D. Not more than 45 calendar days after the end of each field season the Contractor shall submit the final field data for that season that has been reviewed and corrected as needed.
- E. Not more than 60 calendar days after the final field season the Contractor will submit a brief final summary report including a brief summary of the field work completed, final sampling distributions and vehicle surveys completed, description of any unusual circumstances, lessons learned, and recommendations for future studies.

## **Part 2: Generator-Based Study**

### Background Information

SB 1383 required CalRecycle to adopt regulations to achieve organic waste reduction goals, including the goal that not less than 20% of edible food that is currently disposed is recovered for human consumption by 2025. This part of the study will not establish a baseline for all edible food waste disposed, but will gather data on significant commercial generators and develop a method for establishing a baseline in a future study.

Although CalRecycle's past waste characterization studies have quantified food waste disposed, they did not distinguish edible food from non-edible food. While making this distinction in waste disposal studies can be problematic, some field studies have collected some useful data on the condition of food waste. Sampling directly from generators, rather than at disposal facilities, will result in a more accurate assessment of edible food waste disposed and provide more detailed information on food waste sources and opportunities for waste reduction and diversion.

- 1) For the Generator-Based Study, the Proposal shall include a study design that includes:
  - a) A sampling plan including number and identification of business groups to be included, number of sites to be used, allocation of sites to the groups, and a description of the reasoning used to develop the plan.
  - b) Strategy to address the range of sizes of businesses included, so that statistically representative data is obtained for each group, and recommendation for choosing areas of the state in which to sample in order to address geographical, population, economic, and other variables that may influence waste generation and management, and explanation of how this was determined.
  - c) A plan to identify, select, and recruit businesses to take part in the study, including how the actual generators for sampling will be selected, information or databases to be used to identify possible sites, how cooperation from selected generators will be obtained,

methods to avoid potential problems such as generators dropping out of the study after agreeing to participate, logistical difficulties, etc., and description of how sampling will be scheduled to ensure collection of the best representative sample of generator's waste stream.

- d) A data entry and management plan, including QA/QC measures to ensure accuracy of data.
  - e) Quality control procedures for all parts of the study.
- 2) For the Generator-Based Study, the Proposal shall include a field methodology and plan including the following:
- a) How field personnel will coordinate activities with the sites used for the study.
  - b) Number of field staff and supervisors, and the role of each.
  - c) Training and supervision of sorters and sample collectors.
  - d) Recommendation for method for selecting and characterizing samples from the chosen businesses and how adequate sample weights will be achieved (such as multiple visits if necessary).
  - e) How other necessary field data will be collected and recorded.
  - f) How samples will be sorted using proper sorting and weighing techniques and accurate scales.
  - g) Description of how a representative sample will be obtained from generators with special circumstances such as multiple bins, compactors, or multiple streams at large generators.
  - h) Recommendation for obtaining accurate disposal rate data, including the basis to be used (employee, visitor, customer, etc.), field measurements to be taken, and methods to extrapolate field data as necessary.
  - i) Recommendation for procedures to efficiently run field sampling and sorting of individual generators (including site selection for all field data collection and how sample sorting activities are coordinated to maximize efficiency of the field work).
  - j) Measures to be taken to ensure the accuracy of the data, including how data will be recorded and checked in the field.
  - k) General contingency plans to address unforeseen circumstances that may delay or adversely affect the study such as logistical, equipment, or other problems encountered in the field.
  - l) A list of equipment expected to be used and examples of field sheets that could be used for the project.
  - m) Health and safety measures to be used, and a description of how to ensure they will be followed.
  - n) A tentative schedule of field work, including start-up tasks, logistical arrangements, training, travel, set-up, sorting, data entry, and data quality control.

- 3) The Proposal shall address the following key components:

- a) How the approach will address sources of variability in business waste streams, such as regional factors (economic factors, population density, etc.), business size, solid waste infrastructure, and other factors that may cause variability in the waste stream.
  - b) How special circumstances would be addressed, such as collecting multiple samples from a site with several distinct waste streams, collecting samples from compactors, or dealing with small businesses with smaller waste streams.
  - c) How to approach food waste sampling and sorting that is consistent with best practices, will be practical to accomplish in the field, and will result in useful, robust data.
- 4) The Proposal shall address the following key items:
- a) The proposed approach to identifying and recruiting businesses to be included in the study
  - b) The recommended number of business sites to be included in the generator study, recommended business groups to be included, the distribution of those sites among the groups, and a description of the reasoning used to develop the plan
  - c) Contingency measures to deal with logistical, equipment, weather, or other unforeseen circumstances encountered in the field
  - d) Collaboration with CalRecycle to ensure that logistical details and contingencies are resolved in a manner consistent with this RFP and the Contractor's Proposal

## Part 2: Factors to Consider

CalRecycle anticipates the following:

- 1) Several business groups will be targeted, and final selection of groups will be done in consultation with the Contract Manager. Business groups may be similar to those used in CalRecycle's 2014 Generator-Based study, but may be modified (for example, splitting restaurants into full service and fast food groups, or splitting out warehouse clubs/supercenters selling food, from other retail). A list of possible groups from which targeted groups may be selected is found in Table A. Factors to consider in the selection of business types include proportion of food in disposed material, total tons of food waste disposed by the business group statewide, diversion potential, and other factors.

Table A. Possible Target Business Groups

| CalRecycle<br>2014 Study<br>Group # | Name  | % of Food in<br>Disposed<br>Waste | 2014 Statewide<br>Food Tons<br>Disposed |
|-------------------------------------|---|-----------------------------------|---|
| 10                                  | Restaurants   | 50.80%                            | 1,461,319                               |
| 12                                  | Retail Trade - All Other                                    | 17.97%                            | 437,469                                 |
| 13                                  | Services - Management, Administrative,<br>Support, & Social | 24.86%                            | 376,502                                 |
| 1                                   | Arts, Entertainment, & Recreation                           | 33.58%                            | 278,639                                 |
| 6                                   | Manufacturing - Food & Nondurable<br>Wholesale              | 37.84%                            | 220,403                                 |
| 8                                   | Medical & Health  | 21.63%                            | 216,983                                 |
| 3                                   | Education   | 33.77%                            | 189,957                                 |
| 11                                  | Retail Trade - Food & Beverage Stores                       | 41.53%                            | 173,504                                 |
| 4                                   | Hotels & Lodging  | 32.13%                            | 123,483                                 |

- 2) A sufficient number of sites (individual generators) will be used for each group, and appropriate types of sites (for example, based on size, location, existing food waste programs, and/or other factors) will be used to result in statistically robust data and good representation of the majority of businesses in each group. In past studies, 25-50 sites were used per group, but since this study is more targeted than past studies alternative methods can be considered.
- 3) Approximately 20-25 percent of the contract budget and resources will be used for the generator-based part of the study.
- 4) The number of sites to be included in the study and their recommended distribution amongst business groups shall be proposed by the Contractor in the Proposal, and the final sampling plan will be approved by the Contract Manager in consultation with the Contractor.
- 5) CalRecycle anticipates sampling in at least 5 different areas of the state in order to capture California's diversity in geography, economy, population density, and waste management infrastructure and other factors that influence waste generation and disposal.
- 6) Data collected shall include composition and disposal rate (tons disposed per employee or visitor or customer etc., per year), density (pounds per cubic yard) for each generator sampled, employment, and the North American Industry Classification System (NAICS) code.
- 7) Food waste types to be hand-sorted will be finalized in consultation with the Contract Manager, and possibly stakeholders, and may include edible, non-edible, avoidable, packaged, non-packaged, or other designations. We anticipate approximately 7 food waste types. All other materials will be considered non-food and will not be sorted further.
- 8) In past generator studies, 125 lb. samples were deemed adequate. However, since food waste, which is heavy, will be a major material in the waste from the targeted businesses, and since only food waste types will be sorted, it may be desirable to have larger samples (such as 200 lb.). The Contractor shall make a recommendation on sample weight needed.
- 9) For logistical and cost efficiency reasons, CalRecycle anticipates that generator sampling and sorting will be coordinated with the Disposal Facility-based study, but the Contractor can propose other approaches, if they are also an efficient use of project resources.

## Part 2 Contractor's Responsibilities

The Contractor shall be responsible for:

- A. Coordinating and communicating with the Contract Manager throughout the study on at least a weekly basis.
- B. Ensuring that: the implemented study design is consistent with the requirements in this RFP and the Contractor's Proposal; logistical details are set in collaboration with the Contract Manager; and any contingencies that arise are addressed in collaboration with the Contract Manager.
- C. Identifying, selecting, and recruiting business sites to be included in the study.
- D. Collecting business data from each site needed for the study such as the NAICS code, employment, information on diversion programs, and possibly other information.
- E. Coordinating with and setting up final logistics with all sampling sites.
- F. Scheduling field work during appropriate sampling periods.
- G. All field work including collecting samples, collecting data on waste quantities, sorting sampled waste, and recording of field data.
- H. Having a health and safety plan, and ensuring it is followed by all field personnel.
- I. Preparing and implementing contingency measures to deal with logistical, equipment, weather, or other problems encountered in the field, including refusal of cooperation by generators, or other unforeseen circumstances. These measures may include conducting make-up days to collect required data if necessary.
- J. Coordinating all field activities to maximize efficiency and minimize cost.
- K. Data entry, data QA/QC, and submission of final field data to CalRecycle in a format and process approved by the Contract Manager.
- L. Periodic status reports (such as monthly or weekly as appropriate) submitted to the Contract Manager.

## Part 2: Tasks Identified

### **Task 6: Initial Meeting to Review Study Design and Translate Contractor's Study Design into Tactical Sampling Plan**

- A. Within 10 calendar days after contract approval, the Contractor shall meet with the Contract Manager to review the study parameters, identify the logistical details needed to begin work on the study, and fine tune the approaches in each of these areas, such as:
  - 1. The timeline for sampling
  - 2. The sampling locations, business types, and allocations
  - 3. The specific materials to be included. Food waste types will be consistent with those used for the facility-based study.

- B. Within 30 calendar days, the Contractor shall prepare and submit the results of the collaboration above which documents the agreed upon fine-tuning of the logistical details. CalRecycle staff will review this submittal to ensure it accurately represents the agreed upon details, is consistent with both this RFP and with the Proposal, and shall provide additional feedback and edits as needed within 10 calendar days.
- C. The Contractor shall make required changes, if any, and submit to the Contract Manager within 15 calendar days of receiving comments.

**Task 7: Recruit Sampling Sites, Coordinate with Sampling Sites and Determine Field Schedule**

- A. Once the logistical details have been settled, the Contractor shall proceed with selecting sites.
- B. Samples shall not be taken from businesses that share bins with other businesses.
- C. Since many businesses may wish to participate in the study but not have their identities included in records submitted to CalRecycle, the Contractor must keep their identities confidential.
- D. The Contractor shall prepare and submit to CalRecycle a list of generators selected, with cooperation obtained, and the number of sites from each generator type to be characterized in each sampling area, at least 30 calendar days prior to initiation of fieldwork. The generator type and number of employees (listed as a range), or other basis used to calculate disposal rates, shall be included for each generator listed.
- E. The Contractor shall provide a tentative schedule for sampling at least 30 calendar days before field work begins for the first season. Subsequently, for each season, the Contractor shall submit the sampling schedule at least 30 calendar days prior to the beginning of field sampling. This document shall include an overall schedule for fieldwork, describing start-up tasks, travel, sample collection, and sorting days and locations (in coordination with the study design).
- F. The Contract Manager will review these documents and the Contractor shall address any questions or concerns the Contract Manager may have.
- G. The Contractor is responsible for final coordination and logistical arrangements with each generator site for sample collection and any disposal facilities used for sorting of generator samples.

**Task 8: Perform Field Work**

The Contractor shall perform all field work including collecting and sorting samples, collecting waste quantity data, weighing waste samples, and recording and checking field data as described in the study design and field sampling plan.

- A. Samples of waste shall be collected from individual generators, and the Contractor shall conduct all field sampling/sorting of waste and collection of information to estimate waste amounts for each business (to calculate disposal rates), as specified in the study design.

- B. Samples will collected and measurements made on appropriate days to obtain representative data for each site.
- C. All bins at the site shall be inspected to determine whether any substantial differences exist among bins, and if so, subsamples shall be taken to ensure a representative sample. Sample volume shall also be measured. Information shall also be collected at generator sites to develop disposal rates. This shall include confirmation of number and size of waste bins at the site, collection frequency, estimating fullness of bins, sample collection and bin observations on an appropriate day to obtain representative data, and other pertinent information as determined during study development.
- D. The Contractor shall record all field-sorting data for each sample (weight of each material type in the sample) and total sample weight, and implement QA/QC measures in the field to ensure the accuracy of the data collected.
- E. The Contractor shall include field-sorting data for each sorted sample (weight of each material type in the sample) and total sample weight. All composition samples shall be physically sorted.
- F. At least one disposal sample (of a minimum weight agreed upon between the Contract Manager and Contractor) will be needed from each generator for characterization. However, large generators with multiple waste streams may require more than this. An adequate number of samples shall be collected and sorted from these generators to ensure representative data is obtained. Any samples weighing less than the agreed-upon weight will not be accepted as fulfilling the contract, and the Contract Manager will have the discretion to withhold an appropriate amount of payment for each light sample.
- G. The Contractor shall take a digital photograph of each sample before sorting and, if needed, break open plastic garbage bags to obtain an adequate picture of the materials in the sample.
- H. The Contractor will provide all equipment needed for fieldwork, including health and safety equipment.
- I. CalRecycle staff and possibly other interested parties will observe some of the sorts.

**Task 9: Data Entry and Data QA/QC**

- A. The Contractor shall provide field-sorting data for each sorted sample (weight of each material type in the sample) and total sample weight, as well as waste amount measurements and any other data collected during the study used to calculate disposal rates and density.
- B. Data to be submitted for each sample/site include sample ID number, region, date, generator type, NAICS code, total disposal sample weight, and weight of each disposal component in the sample by material type, data used to calculate waste amounts, and any notes on special circumstance or other information, as applicable, and photo.
- C. The Contractor shall perform all data entry, and follow all quality control measures in its plan to ensure the accuracy of the data entered. Any errors or discrepancies in data discovered during quality control activities and/or review by the Contract Manager shall be resolved by the Contractor.

- D. The Contractor shall enter all data collected into electronic spreadsheets or a database compatible with CalRecycle's computer system (Microsoft Office programs such as Excel or Access), with format and software to be approved by the Contract Manager. All final data shall be submitted to CalRecycle in electronic format.
- E. Data submitted will be final and correct, after review and QA/QC procedures are complete
- F. The Contract Manager will review the submitted data to ensure it is complete, understandable, and usable in the analysis procedure, and the Contractor will respond to any questions and address any problems or discrepancies found by Contract Manager.
- G. At least 30 calendar days prior to commencement of data entry for the first season, the Contractor shall submit sample printouts displaying database and/or spreadsheet format to the Contract Manager for approval.

**Task 10: Submit Field Data and Summary Reports to CalRecycle**

- A. At a minimum, the Contractor shall submit regular monthly progress reports and interim data to the Contract Manager during the project.
- B. During field sampling operations, the Contractor shall prepare and submit to the Contract Manager weekly reports containing the following:
  - 1. Final schedule/sampling plan for the upcoming week
  - 2. Summary of sampling completed during the previous week, including numbers and locations (at the city level) of samples characterized for each sector and/or subsector and number of vehicle surveys completed
  - 3. Copies of all field sheets and photographs taken for the previous week's work
  - 4. Reports of any problems, contingency measures taken, or significant findings encountered
  - 5. Recommendations for adjustments for field procedures, sites, or general study design, if needed.
- C. Not more than 30 calendar days after the end of field operations for each season, the Contractor shall prepare and submit to the Contract Manager a report summarizing all samples completed, including numbers and locations (at the city level) of samples characterized, and a description and explanation of any differences between the final sampling plan and actual field sampling performed.
- D. Not more than 45 calendar days after the end of each field season the contractor shall submit the final field data for that season that has been reviewed and corrected as needed.
- E. Not more than 60 calendar days after the final field season the contractor shall submit a brief final summary report including a brief summary of the field work completed, final sampling distributions and vehicle surveys completed, description of any unusual circumstances, lessons learned, and recommendations for future studies.

**Contract/Task Time Frame**

The Contract is expected to begin in February 2018 and end by June 2019.

The timeframe below reflects the task/time frame of the contract from date of contract execution. Reminder: Part 1 (Tasks 1-5) and Part 2 (Tasks 6-10) shall be conducted concurrently.

| <b>Part 1: Disposal Facility-Based Study</b>  |  |   |   |
|---|--|---|---|
| <b>Task</b>   | <b>Deliverables</b>  | <b>Start Date</b>   | <b>End Date</b>   |
| 1: Initial Meeting to Review Study Design and Translate Contractor's Study Design into Tactical Sampling Plan | <ul style="list-style-type: none"> <li>Meeting</li> <li>Draft report on results of collaboration at meeting</li> <li>Final report on result of collaboration meeting</li> </ul>  | <ul style="list-style-type: none"> <li>Contract execution date</li> </ul>                   | <ul style="list-style-type: none"> <li>As soon as possible after contract execution, not to exceed 10 calendar days</li> <li>30 days after meeting</li> <li>15 days after receiving comments from CalRecycle staff</li> </ul> |
| 2: Coordinate with Sampling Sites and Determine Field Schedule  | <ul style="list-style-type: none"> <li>Contractor reviews site information from CalRecycle and provides tentative schedule for all seasons</li> <li>Contractor provides list of facilities and scheduled field days for each season</li> </ul> |   | <ul style="list-style-type: none"> <li>30 calendar days before start of field work for season 1</li> <li>30 calendar days before each subsequent season</li> </ul>  |
| 3: Perform Field Work<br>3A: Field Sampling and Sorting<br>3B: Vehicle Surveys                                | <ul style="list-style-type: none"> <li>Conduct field work for sampling, sorting, and vehicle surveys and associated tasks</li> </ul>   | <ul style="list-style-type: none"> <li>According to Field Schedule set in Task 2</li> </ul> | <ul style="list-style-type: none"> <li>According to Field Schedule set in Task 2</li> </ul>   |
| 4: Data Entry and Data QA/QC  | <ul style="list-style-type: none"> <li>Sample printouts showing database/ spreadsheet formats</li> </ul>   |   | <ul style="list-style-type: none"> <li>30 calendar days before start of data entry for Season 1</li> </ul>  |
| 5: Submit Field Data and Summary Reports to CalRecycle  | <ul style="list-style-type: none"> <li>Progress reports</li> <li>Field reports during field sampling operations</li> <li>Summary report for sampling seasons</li> <li>Final field data for the season</li> </ul>                               |   | <ul style="list-style-type: none"> <li>Monthly during the project</li> <li>Weekly during field operations</li> <li>30 days after end of each field season</li> <li>45 days after end of each field season</li> </ul>          |

|   | <ul style="list-style-type: none"> <li>Final summary report</li> </ul>   |   | <ul style="list-style-type: none"> <li>60 calendar days after end of final field season</li> </ul>   |
|---|--|---|--|
| <b>Part 2: Generator-Based Study for Disposed Food Waste</b>  |  |   |  |
| <b>Task</b>   | <b>Deliverables</b>  | <b>Start Date</b>   | <b>End Date</b>  |
| 6: Initial Meeting to Review Study Design and Translate Contractor's Study Design into Tactical Sampling Plan | <ul style="list-style-type: none"> <li>Meeting</li> <li>Draft report on results of collaboration at meeting</li> <li>Final report on result of collaboration meeting</li> </ul>  | <ul style="list-style-type: none"> <li>Contract execution date</li> </ul>                   | <ul style="list-style-type: none"> <li>As soon as possible after contract approval, not to exceed 10 calendar days</li> <li>30 days after meeting</li> <li>15 days after receiving comments from CalRecycle staff</li> </ul>   |
| 7: Recruit Sampling Sites, Coordinate with Sampling Sites and Determine Field Schedule                        | <ul style="list-style-type: none"> <li>List of generators selected</li> <li>Tentative sampling schedule for each season</li> </ul>   |   | <ul style="list-style-type: none"> <li>30 calendar days prior to initiation of first field work</li> <li>30 calendar days prior to initiation of field work for each season</li> </ul>   |
| 8: Perform Field Work   | <ul style="list-style-type: none"> <li>Conduct field work for sampling, sorting, and data collection for generator sampling</li> </ul>   | <ul style="list-style-type: none"> <li>According to Field Schedule set in Task 7</li> </ul> | <ul style="list-style-type: none"> <li>According to Field Schedule set in Task 7</li> </ul>  |
| 9: Data Entry and Data QA/QC  | <ul style="list-style-type: none"> <li>Sample printouts showing database/ spreadsheet formats</li> </ul>   |   | <ul style="list-style-type: none"> <li>30 calendar days before start of data entry for Season 1</li> </ul>   |
| 10: Submit Field Data and Summary Reports to CalRecycle   | <ul style="list-style-type: none"> <li>Progress reports</li> <li>Field reports during field sampling operations</li> <li>Summary report for sampling seasons</li> <li>Final field data for the season</li> <li>Final summary report</li> </ul> |   | <ul style="list-style-type: none"> <li>Monthly during the project</li> <li>Weekly during field operations</li> <li>30 days after end of each field season</li> <li>45 days after end of each field season</li> <li>60 calendar days after end of final field season</li> </ul> |

**Location of Services**

Services shall be provided state-wide. The location for meetings with the Contract Manager will be determined by the Contract Manager. Meetings will be held via teleconference, at the CalRecycle offices (801 K Street, Sacramento, CA 95814, or 1001 I Street, Sacramento, CA 95814), or by other appropriate means such as webinar.

**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

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

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.

- B. 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

If during the course of the Contract, it is deemed necessary to replace the Project Manager, Contract Manager approval is required.

## Section VII Definition and Terms

### General

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

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

### Abbreviations

|            |  |
|------------|--|
| ADA        | Americans with Disabilities Act  |
| 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)   |
| GC         | Government Code  |
| PCC        | Public Contract Code   |
| RFP        | Request for Proposals  |
| SB         | Small Business   |
| SOW        | Scope of Work  |
| OSDS       | The Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS) |

### Cal EPA

The California Environmental Protection Agency

### CalRecycle Staff

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

### Consultant

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

### Contract

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

### Contract Manager

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

**Contractor**

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

**Director**

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

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

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

**Legal Holiday**

Those days designated as State holidays in the Government Code.

**Project Manager**

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

**Scope of Work**

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

**Small Business (Certified)**

A business 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.

## **Attachments**

## Cost Proposal Sheet 2018 California Statewide Waste Characterization Study RFP (S) DRR17050

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

**Include complete information for all tasks and subtasks, by individual staff person/position and subcontractor staff person/position.**

**Include per-sample costs for Task 3A (for MSW samples and process residual samples) and for Task 8.**

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

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

| Task #             | Personnel Services:<br>(Do not include travel or overhead) estimated # of hours needed for contract services multiplied by the individual or position rates per hour. (Include name/position title and hours) |       |       |          | Fringe Benefits<br>(Identify fringe benefit costs citing actual benefits or as a percentage of personal services costs) | Operating Expenses<br>(operating expenses related to the services provided in this agreement, including rent and supplies, as applicable) | Equipment Costs<br>(Include a description of equipment) | Travel Expenses<br>(Include travel expenses and per diem. Rates are set at the rate specified by CalHR for excluded employees) | Overhead<br>(This information must be provided) | Other<br>(any other specific breakdown required to sufficiently explain the budget costs) | Total by Task      |
|--------------------|---|-------|-------|----------|---|---|---|--|---|---|--------------------|
|                    | Name/Position   | \$/Hr | # Hrs | Total \$ |   |   |   |  |   |   |                    |
|                    |   |       |       |          |   |   |   |  |   |   |                    |
|                    |   |       |       |          |   |   |   |  |   |   |                    |
|                    |   |       |       |          |   |   |   |  |   |   |                    |
|                    |   |       |       |          |   |   |   |  |   |   |                    |
|                    |   |       |       |          |   |   |   |  |   |   |                    |
|                    |   |       |       |          |   |   |   |  |   |   |                    |
|                    |   |       |       |          |   |   |   |  |   |   |                    |
|                    |   |       |       |          |   |   |   |  |   |   |                    |
|                    |   |       |       |          |   |   |   |  |   |   |                    |
|                    |   |       |       |          |   |   |   |  |   |   |                    |
| Total by Line Item | (Sum of Total \$)   |       |       |          |   |   |   |  |   |   | <b>GRAND TOTAL</b> |

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**Acknowledgement/Authorization**

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

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

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

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

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

Name & Title of Authorized  
Representative:

Contractor Name:

Address:

Telephone #:

City, State Zip:

Email:

Signature of Authorized Representative:

Date Signed:

## Sample Cost Proposal Sheet

| Task #    | Personnel Services:  |                |              |                 | Fringe Benefits<br>(Identify fringe benefit costs citing actual benefits or as a percentage of personal services costs) | Operating Expenses<br>(operating expenses related to the services provided in this agreement, including rent and supplies, as applicable) | Equipment Costs<br>(Include a description of equipment) | Travel Expenses<br>(Include travel expenses and per diem. Rates are set at the rate specified by CalHR for excluded employees) | Overhead<br>(This information must be provided) | Other (any other specific breakdown required to sufficiently explain the budget costs) | Total by Task   |
|-----------|--|----------------|--------------|-----------------|---|---|---|--|---|--|-----------------|
|           | (Do not include travel or overhead) estimated # of hours needed for contract services multiplied by the individual or position rates per hour. (Include name/position title and hours) | Name/Position  | \$/Hr        | # Hrs           |   |   |   |  |   |  |                 |
|           | List all personnel such as project manager, technical advisor, project assistant, field personnel, sorters, etc. Include complete information for all subcontractor staff also.        |                |              |                 |   |   |   |  |   |  |                 |
| 3A        | James T. Kirk/Project Manager  | \$10.00        | 5.00         | \$50.00         | \$2.50  | \$13.13   | \$10.00<br>tractor                                      | \$15.00  | \$19.69   | \$1.00<br>special nails  | \$96.31         |
| 3A        | Mr. Spock/Senior Advisor   | \$7.00         | 5.00         | \$35.00         | \$1.75  | \$9.19  | \$3.00<br>trailer                                       | \$10.00  | \$13.78   | \$2.00<br>manual   | \$74.72         |
| 3A        | Montgomery Scott/Technical Advisor   | \$5.00         | 5.00         | \$25.00         | \$1.25  | \$6.56  | \$5.00<br>truck   | \$10.00  | \$9.84  | \$2.00<br>shrink ray   | \$59.66         |
| <b>3A</b> | <b>Total for Task 3A</b>   | <b>\$22.00</b> | <b>15.00</b> | <b>\$110.00</b> | <b>\$5.50</b>   | <b>\$28.88</b>  | <b>\$18.00</b>  | <b>\$20.00</b>   | <b>\$43.31</b>                                  | <b>\$5.00</b>  | <b>\$230.69</b> |
| 3B        | Mr. Spock/Senior Advisor   | \$7.00         | 5.00         | \$35.00         | \$1.75  | \$9.19  | \$5.00<br>composter                                     | \$10.00  | \$13.78   | \$2.00<br>special metal  | \$76.72         |
| 3B        | Montgomery Scott/Technical Advisor   | \$5.00         | 5.00         | \$25.00         | \$1.25  | \$6.56  | \$36.00<br>forklift                                     | \$10.00  | \$9.84  | \$2.00<br>uranium  | \$90.66         |
| 3B        | Mr. Checkov/Field Supervisor   | \$3.00         | 5.00         | \$15.00         | \$0.75  | \$3.94  | \$100.00<br>ladder                                      | \$10.00  | \$5.91  | \$2.00<br>plutonium  | \$137.59        |
| 3B        | Surveyors (specify number of staff)  | \$2.00         | 5.00         | \$10.00         | \$0.50  | \$2.63  | \$5.00<br>hydraulic lift                                | \$10.00  | \$3.94  | \$2.00<br>helium   | \$34.06         |
| <b>3B</b> | <b>Total for Task 3B</b>   | <b>\$17.00</b> | <b>20.00</b> | <b>\$85.00</b>  | <b>\$4.25</b>   | <b>\$22.31</b>  | <b>\$146.00</b>   | <b>\$40.00</b>   | <b>\$33.47</b>                                  | <b>\$8.00</b>  | <b>\$339.03</b> |

**Proposal Scoring Sheet**  
**2018 California Statewide Waste Characterization Study**  
**RFP (S) DRR17050**

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

| <b>EXPERIENCE (Minimum 50 of 75 points to qualify)</b>  | <b>SCORE<br/>(0-3)</b> | <b>MULTIPLIER</b> | <b>POINTS<br/>EARNED<br/>(Column A *<br/>Column B)</b> |
|---|------------------------|-------------------|--|
|   | <b>Column A</b>        | <b>Column B</b>   | <b>Column C</b>  |
| (1) Project Manager demonstrates experience in and knowledge of designing and leading large, complex, multi-site waste characterization studies.  |                        | <b>5</b>          |  |
| (2) Project Manager and principal members of project team demonstrate appropriate background and professional experience in designing and conducting waste characterization studies, including broad experience that can be drawn upon to develop new methods and study designs.  |                        | <b>5</b>          |  |
| (3) Project Manager and principal members of project team demonstrate knowledge of California's solid waste infrastructure, handling and processing systems as relevant to the study objectives, including experience working in various parts of the state and with the suite of facilities types and operators found in California.   |                        | <b>4</b>          |  |
| (4) Project Manager and principal members of project team demonstrate experience in designing and conducting generator-based studies for the commercial sector, including allocating samples, selecting and recruiting sampling sites, and working closely with businesses to collect disposal samples and data needed for the studies. |                        | <b>4</b>          |  |
| (5) Project Manager and principal members of project team demonstrate experience with general MRF operations, and experience in working with MRFs to collect samples of residuals.  |                        | <b>3</b>          |  |
| (6) All field supervisors and the majority of sorters have field experience for sampling, sorting, health and safety protocols, and working with solid waste facilities for data collection.  |                        | <b>4</b>          |  |
| If minimum points attained, move to next section  |                        |                   |  |

| <b>OVERALL APPROACH (Minimum 20 of 30 points to qualify)</b>  | <b>SCORE<br/>(0-3)</b> | <b>MULTIPLIER</b> | <b>POINTS<br/>EARNED<br/>(Column A *<br/>Column B)</b> |
|---|------------------------|-------------------|--|
|   | <b>Column A</b>        | <b>Column B</b>   | <b>Column C</b>  |
| (7) Proposal demonstrates understanding of the complexity, problems, and issues of the project; describes an effective methodology to achieve project goals that can be applicable to future studies; results in representative data; and data can be compared to past studies. |                        | <b>5</b>          |  |
| (8) Proposal addresses all items listed under "Work to be Performed" and clearly and adequately describes how they will be accomplished.  |                        | <b>5</b>          |  |
| If minimum points attained, move to next section  |                        |                   |  |

| <b>METHODOLOGY (Minimum 56 of 84 points to qualify)</b>   | <b>SCORE (0-3)</b> | <b>MULTIPLIER</b> | <b>POINTS EARNED (Column A * Column B)</b> |
|---|--------------------|-------------------|--|
|   | <b>Column A</b>    | <b>Column B</b>   | <b>Column C</b>                            |
| (9) Clearly describes the methodology that provides an improved means of determining sector tonnage estimates, including methods to select sites and collect source sector data at facilities.  |                    | <b>4</b>          |  |
| (10) Adequate number of sites and samples to be included in the disposal facility-based study, comparable to past studies, with distribution around the state and during seasons to be representative of statewide data.                  |                    | <b>5</b>          |  |
| (11) Clearly describes how the methodology addresses sites with multiple activities for the disposal facility-based study.  |                    | <b>3</b>          |  |
| (12) Clearly describes an effective strategy for adequately characterizing MRF residuals.   |                    | <b>3</b>          |  |
| (13) Effectiveness of plan for proposed business groups for generator study, and number and allocation of samples to address variability such as regional factors, business size, and other pertinent factors.                            |                    | <b>5</b>          |  |
| (14) Approach for food waste sampling and sorting that is consistent with best practices, will be practical to accomplish in the field, and will result in useful, robust data.   |                    | <b>4</b>          |  |
| (15) Effectiveness of field sampling and sorting approach to obtain accurate data, including sample size, sorting protocols, training and supervision of field worker, health and safety protocols, data recording and quality assurance. |                    | <b>4</b>          |  |
| If minimum points attained, move to next section  |                    |                   |  |

| <b>SUBTOTAL of Experience, Overall Approach, and Methodology Points</b> |                             |     |
|---|-----------------------------|-----|
| <b>Cost Points (31% of Total Points Possible)</b>                       | Max possible cost points =  | 85  |
| <b>TOTAL POINTS</b>   | Max possible total points = | 274 |

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**Bidder Declaration**

State of California—Department of General Services,  
Procurement Division GSPD-05-105 (EST 8/09)

Solicitation Number **DRR17050**

**BIDDER DECLARATION**

Prime bidder information (**Review attached Bidder Declaration Instructions prior to completion of this form**):

- a. Identify current California certification(s) (**MB, SB, NVSA, DVBE**): \_\_\_\_\_ or **None** \_\_\_\_\_
- b. Will subcontractors be used for this contract? **Yes** \_\_\_\_\_ **No** \_\_\_\_\_ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

- c. If you are a California certified DVBE:
  - (1) Are you a broker or agent? **Yes** \_\_\_\_\_ **No** \_\_\_\_\_
  - (2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? **Yes** \_\_\_\_\_ **No** \_\_\_\_\_ **N/A** \_\_\_\_\_

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

| Subcontractor Name, Contact Person, Phone Number & Fax Number | Subcontractor Address & Email Address | CA Certification (MB, SB, DVBE or None) | Work performed or goods provided for this contract | Corresponding % of bid price | Good Standing? | 51% Rental? |
|---|---------------------------------------|---|--|------------------------------|----------------|-------------|
|   |                                       |   |  |                              |                |             |
|   |                                       |   |  |                              |                |             |
|   |                                       |   |  |                              |                |             |

**CERTIFICATION:** By signing the bid response, I certify under penalty of perjury that the information provided is true and correct



Page \_\_\_\_\_ of \_\_\_\_\_

**BIDDER DECLARATION Instructions****All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.**

- 1.a.** Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:
- Microbusiness (MB)
  - Small Business (SB)
  - Small Business Nonprofit Veteran Service Agency (SB/NVSA)
  - Disabled Veteran Business Enterprise (DVBE)
- 1.b.** Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No," proceed to Item #1.c. If "Yes," enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.
- Bidders certified as MB, SB, SB/NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999(e)(2)(A) for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses. For questions regarding commercially useful function determinations made in conjunction with certification approval, contact the Department of General Services, Procurement Division, Office of Small Business and DVBE Certification (OSDC), OSDC Certification and Compliance Unit via email at: [osdchelp@dgs.ca.gov](mailto:osdchelp@dgs.ca.gov)
- Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.
- Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.
- 1.c.** This item is only to be completed by businesses certified by California as a DVBE.
- (1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No". The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.
- (2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark "N/A" for "not applicable."
- 
- 2.** If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page \_\_\_\_\_ of \_\_\_\_\_" on the form.
- If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page \_\_\_\_\_ of \_\_\_\_\_" accordingly.

**2. (continued) Column Labels**

**Subcontractor Name, Contact Person, Phone Number & Fax Number**—List each element for all subcontractors.

**Subcontractor Address & Email Address**—Enter the address and if available, an Email address.

**CA Certification (MB, SB, DVBE or None)**—If the subcontractor possesses a current State of California certification(s), verify on the OSDC website ([www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus)) that it is still valid and list all current certifications here. Otherwise, enter "None". [Note: A SB/NVSA should not be participating as a subcontractor]

**Work performed or goods provided for this contract**—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

**Corresponding % of bid price**—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

**Good Standing?**—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, and/or DVBE status
- Is **not** listed on the OSDC website as ineligible to transact business with the State

**51% Rental?**—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "**N/A**" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "**Yes**" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "**No**" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

**Read the certification at the bottom of the page and complete the "Page \_\_ of \_\_\_\_\_" accordingly.**

**Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) Subcontractor Payment Certification**

As Contractor of record for the Department of Resources Recycling and Recovery, Contract number \_\_\_\_\_, I certify, in accordance with Government Code 14841 and Military and Veteran Code § 999.5, that pursuant to the terms and conditions of the contract, all payments have been made to the SB or DVBE firm(s) listed below for commodities or services rendered as the SB or DVBE subcontractor(s) of record. 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 or DVBE firms as necessary. Authorized signatures and information are required on each separately submitted form. Return to: Department of Resources Recycling and Recovery, Contracts Unit- MS 19-A, Attn: SB/DVBE Advocate, P.O. Box 4025, Sacramento, CA 95812-4025*

**SB/MB/DVBE SUBCONTRACTOR INFORMATION**

|   |         |                                  |      |
|---|---------|----------------------------------|------|
| <b>Contract Firm Name</b>                 |         |                                  |      |
| Name of Firm Representative               |         |                                  |      |
| Title                                     |         |                                  |      |
|   | Phone:  | Fax:                             |      |
| Firm Address                              | Street: |                                  |      |
|   | City:   | State:                           | Zip: |
| Contract Number                           |         |                                  |      |
| Total Amount Received Under this Contract | \$      | Date Final Payment Received: / / |      |

**SB/DVBE SUBCONTRACTOR INFORMATION**

| SB/DVBE Subcontractor | Street Address | City | State | Zip | Amount Paid | Participation Achieved |
|-----------------------|----------------|------|-------|-----|-------------|------------------------|
|                       |                |      |       |     |             | %                      |
|                       |                |      |       |     |             | %                      |
|                       |                |      |       |     |             | %                      |
|                       |                |      |       |     |             | %                      |

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

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**Darfur Contracting Act**

Pursuant to Public Contract Code section 10478, if a bidder or Proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or Proposal, please complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

1. \_\_\_\_\_ We do not currently have, or we have not had within the previous  
 Initials three years, business activities or other operations outside of the United States.

**OR**

2. \_\_\_\_\_ We are a scrutinized company as defined in Public Contract Code  
 Initials section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or Proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or Proposal.

**OR**

3. \_\_\_\_\_ We currently have, or we have had within the previous three years,  
 Initials business activities or other operations outside of the United States,  
 + certification but we certify below that we are not a scrutinized company  
 below as defined in Public Contract Code section 10476.

**CERTIFICATION For # 3.**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

|   |  |                          |
|---|--|--------------------------|
| <i>Proposer/Bidder Firm Name (Printed)</i>      |  | <i>Federal ID Number</i> |
| <i>By (Authorized Signature)</i>                |  |                          |
| <i>Printed Name and Title of Person Signing</i> |  |                          |
| <i>Date Executed</i>                            | <i>Executed in the County and State of</i> |                          |

**YOUR BID OR PROPOSAL WILL BE DISQUALIFIED UNLESS YOUR BID OR PROPOSAL INCLUDES THIS FORM WITH EITHER PARAGRAPH # 1 OR # 2 INITIALED OR PARAGRAPH # 3 INITIALED AND CERTIFIED.**

### California Civil Rights Laws Certification

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS**: For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES**: For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

### CERTIFICATION

|   |  |
|---|--|
| I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.<br><br><i>Proposer/Bidder Firm Name (Printed)</i> | <i>Federal ID Number</i>                   |
| <i>By (Authorized Signature)</i>  |  |
| <i>Printed Name and Title of Person Signing</i>   |  |
| <i>Date Executed</i>  | <i>Executed in the County and State of</i> |

**Contractor Status Form**

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

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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

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

**STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS**

- Individual       Limited Partnership       General Partnership       Corporation       Other

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

Provide explanation if claiming Other:

\_\_\_\_\_

\_\_\_\_\_

**SMALL BUSINESS PREFERENCE**

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

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

**Client References**

List at least three (3) client references that can attest to the Bidder'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 the Bidder's response. Duplicate and attach additional pages as necessary.

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

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

**REFERENCE 2**

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

**REFERENCE 3**

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

If three references cannot be provided, explain why:

## Sample Agreement

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

AGREEMENT NUMBER

**DRR17050**

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Department of Resources Recycling and Recovery (CalRecycle)

CONTRACTOR'S NAME

**(To Be Determined)**

2. The term of this Agreement is: February 6, 2018 through June 30, 2019  
 Or upon DGS approval, whichever is later

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

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

|  |             |
|--|-------------|
| Exhibit A – Scope of Work  | 7 page(s)   |
| Exhibit B – Budget Detail and Payment Provisions   | xx page(s)  |
| Exhibit C* – General Terms and Conditions  | GTC 04/2017 |
| Exhibit D – Special Terms and Conditions   | 7 page(s)   |
| Attachment 1 – Recycled Content Certification  | 2 page(s)   |
| Exhibit F** – Request for Proposal-Secondary Method, DRR17050  |             |
| Exhibit G** – Proposal from <Business Name> in response to Request for Proposal-Secondary Method, DRR17050 |             |

Items shown with an Asterisk (\*) are hereby incorporated by reference and made part of this Agreement as if attached hereto. These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

Items shown with double Asterisks (\*\*) are hereby incorporated by reference and made part of this agreement as if attached hereto.

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

|   |                          |   |
|---|--------------------------|---|
| <b>CONTRACTOR</b>   |                          | <b>California Department of General Services Use Only</b> |
| CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) |                          |   |
| BY (Authorized Signature)   | DATE SIGNED(Do not type) |   |
|              |                          |   |
| PRINTED NAME AND TITLE OF PERSON SIGNING  |                          |   |
| ADDRESS   |                          |   |
| <b>STATE OF CALIFORNIA</b>  |                          |   |
| AGENCY NAME   |                          |   |
| Department of Resources Recycling and Recovery  |                          |   |
| BY (Authorized Signature)   | DATE SIGNED(Do not type) |   |
|              |                          |   |
| PRINTED NAME AND TITLE OF PERSON SIGNING  |                          |   |
| Tiffany Donohue, Administrative Services Branch Chief   |                          |   |
| ADDRESS   |                          |   |
| 1001 I Street, Sacramento, CA 95814   |                          |   |
|   |                          | <input type="checkbox"/> Exempt per:                      |

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**EXHIBIT A****SCOPE OF WORK**

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

CalRecycle Contract Manager

&lt;&lt;Contractor&gt;&gt;

Name: Nancy Carr  
 Phone: (916) 341-6216  
 Fax: (916) 319-7340  
 Email: nancy.carr@calrecycle.ca.gov

Name: «Contractor\_Name»  
 Phone: «Contractor\_Phone»  
 Fax: «Contractor\_Fax»  
 Email: «Contractor\_E-mail»

Direct all Agreement inquiries to:

CalRecycle Contract Analyst

&lt;&lt;Contractor&gt;&gt;

Contracts Unit  
 Attention: Melissa Mojonier  
 Address: 1001 I Street  
 Sacramento, CA 95814  
 Phone: (916) 341-6048  
 Fax: (916) 319-7390  
 Email: melissa.mojonnier@calrecycle.ca.gov

Name: «Contractor\_Name»  
 Address: «Contractor\_Address»  
 «Contractor\_City», «Vendor\_State»  
 Phone: «Contractor\_Phone»  
 Fax: «Contractor\_Fax»  
 Email: «Contractor\_E-mail»

3. Background

This Contract is for statewide waste characterization study services that include two parts conducted concurrently. They are:

- Part 1 (Tasks 1-5) A comprehensive statewide Disposal Facility-Based Waste Characterization Study to gather accurate, representative data on the disposed waste stream; and  
 Part 2 (Tasks 6-10) A Generator-Based Study of food waste disposed by certain business types.

In Part 1 Disposal Facility-Based Study, the Contractor shall be responsible for the study design, coordinating fieldwork with sites, setting the sampling schedule, performing all field work, data entry, and data quality assurance/quality control (QA/QC). CalRecycle staff will recruit facilities to be sampling sites, perform statistical analysis of data, and produce a final report. In Part 2 Generator-Based Study, the Contractor shall develop a study design, identify and recruit generators, perform all fieldwork, data entry, and data quality assurance/quality control (QA/QC) while CalRecycle will perform statistical analysis of data, and produce a final report.

## 4. Work to be Performed

**I. PART 1 Disposal Facility-Based Study**

- A. The Contractor shall use their expertise, experience, and creativity to propose a waste characterization study method which may encompass new, innovative approaches or use a modified approach, and incorporate the best aspects from other studies and existing proven methods to develop a waste characterization study method. The proposed method shall address the issues encountered in the 2014 study (see <http://www.calrecycle.ca.gov/Publications/Detail.aspx?PublicationID=1546>, pages 115-118) and other challenges characterization studies commonly encounter.
- B. The Contractor shall be responsible for:
1. Coordinating and communicating with the CalRecycle Contract Manager (Contract Manager) throughout the study on at least a weekly basis.
  2. Ensuring that: the implemented study design is consistent with the requirements in Exhibits F and G; logistical details are set in collaboration with the Contract Manager; and any contingencies that arise are addressed in collaboration with the Contract Manager.
  3. Coordinating with and setting up final logistics with all sampling sites.
  4. Scheduling field work during appropriate sampling seasons or periods.
  5. All field work, including selecting samples, sorting sampled waste, vehicle surveys, and recording of field data.
  6. Having a health and safety plan, and ensuring it is followed by all field personnel.
  7. Preparing for and dealing with special logistical needs for sampling at MRFs (which may have multiple processes and complex operations) in order to best characterize only materials destined for disposal and assign sampling compositions and tons to the appropriate sector as much as possible.
  8. Preparing for and dealing with special logistical needs for sampling at transfer stations that may have material recovery activities, and landfills that may have special diversion programs.
  9. Preparing and implementing contingency measures to deal with logistical, equipment, weather, or other problems encountered in the field, including refusal of cooperation by facilities, or other unforeseen circumstances. These measures may include conducting make-up days to collect required data if necessary.
  10. Coordinating all field activities to maximize efficiency and minimize cost.
  11. Coordinating with CalRecycle staff who may perform supplemental data collection related to the study, such as additional vehicle survey.
  12. Data entry, data QA/QC, and submission of final field data to CalRecycle in a format and process approved by the Contract Manager.
  13. Periodic status reports (such as monthly or weekly as appropriate) submitted to the Contract Manager.
- C. This new method shall:
- Result in representative data on the state's current waste stream.
  - Account for evolving trends and waste flows so it is flexible enough to use for future studies.
  - Provide data that can be compared to past CalRecycle studies (even if the methods differ from the 2018 study) to assess trends such as changes in sources and types of waste.

- D. CalRecycle would like the composition and tons of process residuals to be assigned to a sector as much as possible. Depending on operations at various sites this may be problematic or may not be possible. The study design shall propose methods to address this issue. Within the pre-processed sector, the statewide tonnage amounts for disposal will be broken down into subsectors based on the different processing methods, such as clean MRFs, mixed waste processing facilities, and construction and demolition (C&D) processing, and other types of processing. For the pre-processed sector, characterization data will be determined at the sector-level statewide, and will not require statistically representative data for each subsector.

## II. PART 1 TASKS IDENTIFIED

### **Task 1: Initial Meeting to Review Study Design and Translate Contractor's Study Design into Tactical Sampling Plan**

- A. Within 10 calendar days after contract approval, the Contractor shall meet with the CalRecycle Contract Manager to review the study parameters, identify the logistical details needed to begin work on the study, and fine tune the approaches in each of these areas.
1. The timeline for sampling
  2. The sampling locations and sample allocations
  3. The specific materials to be included. CalRecycle staff will provide a final list of material types to sort by, with definitions and additional guidance as needed to ensure accurate sorting. The base list of approximately 100 material types will be similar to those used in past studies, but some material types will be added, subtracted, or modified. Materials that will need more detailed types include food and packaging. Food waste types will be consistent with those used for the generator-based study
- B. Within 30 calendar days, the Contractor shall prepare and submit the results of the collaboration above which documents the agreed upon fine-tuning of the logistical details. CalRecycle staff will review this submittal to ensure it accurately represents the agreed upon details, is consistent with both this RFP and with the Proposal, and shall provide additional feedback and edits as needed within 10 calendar days. The Contractor shall make required changes, if any, and submit to the Contract Manager within 15 calendar days of receiving comments.

### **Task 2: Coordinate with Sampling Sites and Determine Field Schedule**

- A. CalRecycle staff shall recruit sites and gather pertinent logistical information to facilitate field work at each site. The Contractor will review each site's information at least 30 calendar days before beginning field work, to ensure efficient field work, and shall inform CalRecycle staff within 10 calendar days if additional information is needed, which will then be obtained by CalRecycle staff within 10 calendar days of receiving the request for more information.
- B. When scheduling sampling activities at sites, the Contractor shall incorporate information on variations in operations, variations in waste flows from sectors, on-site processing/handling, and other relevant information that may affect materials disposed, in order to ensure representative sampling at each site.
- C. The Contractor shall provide a tentative schedule of which sites will be used in each season at least 30 calendar days before field work begins for the first season. Subsequently, for each season, the

Contractor shall submit the list of facilities and scheduled field days at each site at least 30 calendar days prior to the beginning of field sampling. This document shall include an overall schedule for fieldwork, describing start-up tasks, travel, set-up, and sorting days, and number of samples from each sector/subsector to be characterized at each site (in coordination with the Study Design). The Contract Manager will review these documents and the Contractor shall address any questions or concerns the Contract Manager may have.

D. The Contractor is responsible for final coordination and logistical arrangements with each site.

### **Task 3: Perform Field Work**

#### **A. Subtask 3A – Field Sampling and Sorting**

The Contractor shall perform all field work including selecting and sorting samples, weighing waste samples, conducting vehicle surveys, and recording and checking field data as described in the study design and field sampling plan.

1. Samples of waste shall be collected from garbage trucks and self-haulers at disposal facilities (landfills, transfer stations), from residual output points at MRFs or other sampling points as needed, or at the site of generation for multi-family waste, and sorted into CalRecycle's stipulated material types. The residential waste stream shall be sub-divided into single family and multi-family sources.
2. For each load sampled at a disposal facility, the Contractor shall collect data on the jurisdiction and sector of origin, truck type, whether the load is from a construction/demolition source, and any notes or unusual circumstances. For self-haul loads, the subsector of origin shall also be determined to be residential, general commercial/industrial, construction and demolition, roofing, landscaper, or other.
3. Only one sample shall be taken from each route truck or self-hauler selected for sampling.
4. All composition samples shall be physically sorted, except where impractical and visual sorting is more appropriate (for example, some construction and demolition waste, or for health and safety considerations). If visual sorting is used, those samples shall be clearly identified and the methods used shall be well-documented.
5. The Contractor shall record all field-sorting data for each sample (weight of each material type in the sample) and total sample weight, and implement QA/QC measures in the field to ensure the accuracy of the data collected.
6. For each load sampled at disposal facilities, all samples shall weigh at least 200 pounds and any samples weighing less than 200 pounds will not be accepted as fulfilling the contract (except as described below for self-haul samples). The Contract Manager will have the discretion to withhold an appropriate amount of payment for each underweight sample, not to exceed the marginal sample cost for this task. Because self-haul loads vary greatly in size, what constitutes a "self-haul" sample depends on the size of the load brought in by the self-hauler. If the load weighs over 250 pounds, then a sample of at least 200 pounds shall be collected and sorted. If the total load weighs from 175 to 250 pounds, the entire load shall be sorted as a sample. This is the only circumstance in which samples less than 200 pounds will be acceptable. If the total load weighs less than 175 pounds (as do many passenger car loads), additional loads from the same

class of vehicle and type of origin must be collected until the total weight exceeds 200 pounds.

The combined small vehicle loads shall then be counted as one sample.

7. Multi-family samples shall weigh at least 200 pounds and shall be collected at the site of generation (e.g., apartment buildings).
8. For multi-family generator sampling, all bins at the site shall be inspected to determine whether any substantial differences exist among bins, and if so, subsamples shall be taken to ensure a representative sample. Sample volume shall also be measured. Information shall also be collected at multi-family sampling sites to develop a statewide multi-family disposal rate (tons per unit per year). This shall include confirmation of number and size of waste bins at the site, collection frequency, visually estimating fullness of bins, sample collection and bin observations on an appropriate day to obtain representative data, confirmation of number of occupied units, and other pertinent information as determined during study development.
9. For samples collected at MRFs, the weight of the samples from most residual ejection points will be a minimum of 125 pounds. Sample weights for some materials such as fines may be less than 125 pounds. Samples will represent only materials destined for disposal. The MRF sampling shall result in data which allows the Contractor to produce an overall composition for residual disposal that accurately represents the proportions from the different ejection points (e.g. pre-line removal, overs, unders, and other materials separated for disposal). If other sampling methods for MRF residuals have been proposed and agreed to by the Contract Manager (such as sampling combined residuals from piles or transfer trucks) for special circumstances, sample weights shall be a minimum of 200 pounds.
10. The Contractor shall take a digital photograph of each sample before sorting and, if needed, break open plastic garbage bags to obtain an adequate picture of the materials in the sample. For not more than 10 material types to be selected by CalRecycle, in not more than 10 percent of the samples, the Contractor shall take a digital photograph showing the individual items in that type (i.e., a picture of the contents spread out on the ground).
11. The Contractor will provide all equipment needed for fieldwork, including health and safety equipment.
12. Sampling shall be conducted during a minimum of 2 periods, several months apart.
13. CalRecycle staff, and possibly other interested parties, will observe some of the sorts.

#### B. Subtask 3B – Vehicle Surveys

1. Through vehicle surveys and any other data collected from sample sites, the Contractor shall determine the percentage of the disposed waste stream that is from single-family residential, multi-family residential, commercial/industrial, self-haul and pre-processed sectors. These surveys of incoming vehicles shall be conducted at the gate of each facility used for composition sampling, on the same days as sampling.
2. The Contractor shall plan for and employ a sufficient number of surveyors to ensure that large facilities with multiple gatehouses or scales are representatively surveyed at each scale (for example, using 1 surveyor at each scale where there are multiple gates or scales).

3. The Contractor shall further classify the self-haul sector into residential, construction and demolition (C&D), roofing, landscaper, general commercial/industrial (other than C&D, roofing, and landscaper), and possibly other sub-sectors as identified by CalRecycle staff.
4. Additionally, all vehicles determined to be disposing construction and demolition materials shall be further surveyed for tonnage and activity that generated the debris. The activities are defined as used in CalRecycle's Targeted Statewide Waste Characterization Study: Detailed Characterization of Construction and Demolition Waste (<http://www.calrecycle.ca.gov/Publications/Detail.aspx?PublicationID=1185>).

**Task 4: Data Entry and Data QA/QC**

- A. The Contractor shall provide field-sorting data for each sorted sample (weight of each material type in the sample) and total sample weight.
- B. The Contractor shall provide vehicle survey data and any other pertinent additional data on tonnages and sectors that were collected for all sites surveyed.
- C. The Contractor shall perform all data entry, and follow all quality control measures in its plan to ensure the accuracy of the data entered. Any errors or discrepancies in data discovered during quality control activities and/or review by the Contract Manager shall be resolved by the Contractor.
- D. The Contractor shall enter all data collected into electronic spreadsheets or a database compatible with CalRecycle's computer system (Microsoft Office programs such as Excel or Access), with format and software to be approved by the Contract Manager. All final data shall be submitted to CalRecycle in electronic format.
- E. Data to be submitted include for each sample: sample ID number, facility, date, sample weight, weight of each component, truck type, sector/subsector and jurisdiction of origin and any notes on special circumstance or other information, as applicable, and photo.
- F. Data submitted will be final and correct, after the Contractor's review and QA/QC procedures are complete
- G. The Contract Manager will review the submitted data to ensure it is complete, understandable, and usable in the analysis procedure, and the Contractor will respond to any questions and address any problems or discrepancies found by the Contract Manager.
- H. At least 30 calendar days prior to commencement of data entry for the first season, the Contractor shall submit sample printouts displaying database and/or spreadsheet format to the Contract Manager for approval.

**Task 5: Submit Field Data and Summary Reports to CalRecycle**

- A. At a minimum, the Contractor shall submit regular monthly progress reports and interim data to the Contract Manager during the project.
- B. During field sampling operations, the Contractor shall prepare and submit to the Contract Manager weekly reports containing the following:
  1. Final schedule/sampling plan for the upcoming week

2. Summary of sampling completed during the previous week, including numbers and locations of samples characterized for each sector and/or subsector and number of vehicle surveys completed
  3. Copies of all field sheets and photographs taken for the previous week's work
  4. Reports of any problems, contingency measures taken, or significant findings encountered
  5. Recommendations for adjustments for field procedures, sites, or general study design, if needed.
- C. Not more than 30 calendar days after the end of field operations for each season, the Contractor shall prepare and submit to the Contract Manager a report summarizing all samples completed, including numbers and locations of samples characterized for each sector and/or subsector, number of vehicle surveys completed, and a description and explanation of any differences between the final sampling plan and actual field sampling performed.
- D. Not more than 45 calendar days after the end of each field season the Contractor shall submit the final field data for that season that has been reviewed and corrected as needed.
- E. Not more than 60 calendar days after the final field season the Contractor will submit a brief final summary report including a brief summary of the field work completed, final sampling distributions and vehicle surveys completed, description of any unusual circumstances, lessons learned, and recommendations for future studies.

### **III. PART 2 Generator-Based Study for Disposed Food Waste**

- A. The Contractor shall be responsible for:
1. Coordinating and communicating with the Contract Manager throughout the study on at least a weekly basis
  2. Ensuring that: the implemented study design is consistent with the requirements in Exhibits F and G; logistical details are set in collaboration with the Contract Manager; and any contingencies that arise are addressed in collaboration with the Contract Manager
  3. Identifying, selecting, and recruiting business sites to be included in the study
  4. Collecting business data from each site needed for the study such as NAICS code, employment, information on diversion programs, and possibly other information
  5. Coordinating with and setting up final logistics with all sampling sites
  6. Scheduling field work during appropriate sampling periods
  7. All field work including collecting samples, collecting data on waste quantities, sorting sampled waste, and recording of field data
  8. Having a health and safety plan, and ensuring it is followed by all field personnel
  9. Preparing and implementing contingency measures to deal with logistical, equipment, weather, or other problems encountered in the field, including refusal of cooperation by generators, or other unforeseen circumstances. These measures may include conducting make-up days to collect required data if necessary.
  10. Coordinating all field activities to maximize efficiency and minimize cost

11. Data entry, data QA/QC, and submission of final field data to CalRecycle in a format and process approved by the Contract Manager
12. Periodic status reports (such as monthly or weekly as appropriate) submitted to the Contract Manager.

#### IV. PART 2 TASKS IDENTIFIED

##### **Task 6: Initial Meeting to Review Study Design and Translate Contractor's Study Design into Tactical Sampling Plan**

- A. Within 10 calendar days after contract approval, the Contractor shall meet with the CalRecycle Contract Manager to review the study parameters, identify the logistical details needed to begin work on the study, and fine tune the approaches in each of these areas, such as:
  1. The timeline for sampling
  2. The sampling locations, business types, and allocations
  3. The specific materials to be included. Food waste types shall be consistent with those used for the facility-based study.
- B. Within 30 calendar days, the Contractor shall prepare and submit the results of the collaboration above which documents the agreed upon fine-tuning of the logistical details. CalRecycle staff will review this submittal to ensure it accurately represents the agreed upon details, is consistent with both this RFP and with the Proposal, and shall provide additional feedback and edits as needed within 10 calendar days.
- C. The Contractor shall make required changes, if any, and submit to the Contract Manager within 15 calendar days of receiving comments.

##### **Task 7: Recruit Sampling Sites, Coordinate with Sampling Sites and Determine Field Schedule**

- A. Once the logistical details have been settled, the Contractor shall proceed with selecting sites.
- B. Samples shall not be taken from businesses that share bins with other businesses.
- C. Since many businesses may wish to participate in the study but not have their identities included in records submitted to CalRecycle, the Contractor must keep their identities confidential.
- D. The Contractor shall prepare and submit to CalRecycle a list of generators selected, with cooperation obtained, and the number of sites from each generator type to be characterized in each sampling area, at least 30 calendar days prior to initiation of fieldwork. The generator type and number of employees (listed as a range), or other basis used to calculate disposal rates, shall be included for each generator listed.
- E. The Contractor shall provide a tentative schedule for sampling at least 30 calendar days before field work begins for the first season. Subsequently, for each season, the Contractor shall submit the sampling schedule at least 30 calendar days prior to the beginning of field sampling. This document shall include an overall schedule for fieldwork, describing start-up tasks, travel, sample collection, and sorting days and locations (in coordination with the study design).
- F. The Contract Manager will review these documents and the Contractor shall address any questions or concerns the Contract Manager may have.
- G. The Contractor is responsible for final coordination and logistical arrangements with each generator site for sample collection and any disposal facilities used for sorting of generator samples.

**Task 8: Perform Field Work**

- A. The Contractor shall perform all field work including collecting and sorting samples, collecting waste quantity data, weighing waste samples, and recording and checking field data as described in the study design and field sampling plan.
- B. Samples of waste shall be collected from individual generators, and the Contractor shall conduct all field sampling/sorting of waste and collection of information to estimate waste amounts for each business (to calculate disposal rates), as specified in the study design.
- C. Samples shall be collected and measurements made on appropriate days to obtain representative data for each site.
- D. All bins at the site shall be inspected to determine whether any substantial differences exist among bins, and if so, subsamples shall be taken to ensure a representative sample. Sample volume shall also be measured. Information shall also be collected at generator sites to develop disposal rates. This shall include confirmation of number and size of waste bins at the site, collection frequency, estimating fullness of bins, sample collection and bin observations on an appropriate day to obtain representative data, and other pertinent information as determined during study development.
- E. The Contractor shall record all field-sorting data for each sample (weight of each material type in the sample) and total sample weight, and implement QA/QC measures in the field to ensure the accuracy of the data collected.
- F. The Contractor shall include field-sorting data for each sorted sample (weight of each material type in the sample) and total sample weight. All composition samples shall be physically sorted.
- G. At least one disposal sample (of a minimum weight agreed upon between the Contract Manager and Contractor) shall be needed from each generator for characterization. However, large generators with multiple waste streams may require more than this. An adequate number of samples shall be collected and sorted from these generators to ensure representative data is obtained. Any samples weighing less than the agreed-upon weight shall not be accepted as fulfilling the contract, and the Contract Manager shall have the discretion to withhold an appropriate amount of payment for each light sample.
- H. The Contractor shall take a digital photograph of each sample before sorting and, if needed, break open plastic garbage bags to obtain an adequate picture of the materials in the sample.
- I. The Contractor shall provide all equipment needed for fieldwork, including health and safety equipment.
- J. CalRecycle staff and possibly other interested parties will observe some of the sorts.

**Task 9: Data Entry and Data QA/QC**

- A. The Contractor shall provide field-sorting data for each sorted sample (weight of each material type in the sample) and total sample weight, as well as waste amount measurements and any other data collected during the study used to calculate disposal rates and density.
- B. Data to be submitted for each sample/site include sample ID number, region, date, generator type, NAICS code, total disposal sample weight, and weight of each disposal component in the sample by material type, data used to calculate waste amounts, and any notes on special circumstance or other information, as applicable, and photo.

- C. The Contractor shall perform all data entry, and follow all quality control measures in its plan to ensure the accuracy of the data entered. Any errors or discrepancies in data discovered during quality control activities and/or review by the Contract Manager shall be resolved by the Contractor.
- D. The Contractor shall enter all data collected into electronic spreadsheets or a database compatible with CalRecycle's computer system (Microsoft Office programs such as Excel or Access), with format and software to be approved by the Contract Manager. All final data shall be submitted to CalRecycle in electronic format.
- E. Data submitted shall be final and correct, after review and QA/QC procedures are complete.
- F. The Contract Manager will review the submitted data to ensure it is complete, understandable, and usable in the analysis procedure, and the Contractor shall respond to any questions and address any problems or discrepancies found by Contract Manager.
- G. At least 30 calendar days prior to commencement of data entry for the first season, the Contractor shall submit sample printouts displaying database and/or spreadsheet format to the Contract Manager for approval.

**Task 10: Submit Field Data and Summary Reports to CalRecycle**

- A. At a minimum, the Contractor shall submit regular monthly progress reports and interim data to the Contract Manager during the project.
- B. During field sampling operations, the Contractor shall prepare and submit to the Contract Manager weekly reports containing the following:
  - 1. Final schedule/sampling plan for the upcoming week
  - 2. Summary of sampling completed during the previous week, including numbers and locations (at the city level) of samples characterized for each sector and/or subsector and number of vehicle surveys completed
  - 3. Copies of all field sheets and photographs taken for the previous week's work
  - 4. Reports of any problems, contingency measures taken, or significant findings encountered
  - 5. Recommendations for adjustments for field procedures, sites, or general study design, if needed.
- C. Not more than 30 calendar days after the end of field operations for each season, the Contractor shall prepare and submit to the Contract Manager a report summarizing all samples completed, including numbers and locations (at the city level) of samples characterized, and a description and explanation of any differences between the final sampling plan and actual field sampling performed.
- D. Not more than 45 calendar days after the end of each field season the contractor shall submit the final field data for that season that has been reviewed and corrected as needed.
- E. Not more than 60 calendar days after the final field season the contractor shall submit a brief final summary report including a brief summary of the field work completed, final sampling distributions and vehicle surveys completed, description of any unusual circumstances, lessons learned, and recommendations for future studies.

Table A. Possible Target Business Groups

| CalRecycle 2014 Study Group # | Name   | % of Food in Disposed Waste | 2014 Statewide Food Tons Disposed |
|-------------------------------|--|-----------------------------|-----------------------------------|
| 10                            | Restaurants  | 50.80%                      | 1,461,319                         |
| 12                            | Retail Trade - All Other                                 | 17.97%                      | 437,469                           |
| 13                            | Services - Management, Administrative, Support, & Social | 24.86%                      | 376,502                           |
| 1                             | Arts, Entertainment, & Recreation                        | 33.58%                      | 278,639                           |
| 6                             | Manufacturing - Food & Nondurable Wholesale              | 37.84%                      | 220,403                           |
| 8                             | Medical & Health   | 21.63%                      | 216,983                           |
| 3                             | Education  | 33.77%                      | 189,957                           |
| 11                            | Retail Trade - Food & Beverage Stores                    | 41.53%                      | 173,504                           |
| 4                             | Hotels & Lodging   | 32.13%                      | 123,483                           |

#### V. Contract/Task Time Frame

The Contract is expected to begin in February 2018 and end in June 2019.

**Tasks 1-5 will be conducted concurrently with Tasks 6-10.**

The timeframe below reflects the task/time frame of the contract from date of contract execution:

| Part 1: Disposal Facility-Based Study   |  |   |   |
|---|--|---|---|
| Task  | Deliverables   | Start Date  | End Date  |
| 1: Initial Meeting to Review Study Design and Translate Contractor's Study Design into Tactical Sampling Plan | <ul style="list-style-type: none"> <li>Meeting</li> <li>Draft report on results of collaboration at meeting</li> <li>Final report on result of collaboration meeting</li> </ul>  | <ul style="list-style-type: none"> <li>Contract execution date</li> </ul> | <ul style="list-style-type: none"> <li>As soon as possible after contract execution, not to exceed 10 calendar days</li> <li>30 days after meeting</li> <li>15 days after receiving comments from CalRecycle staff</li> </ul> |
| 2: Coordinate with Sampling Sites and Determine Field Schedule  | <ul style="list-style-type: none"> <li>Contractor reviews site information from CalRecycle and provides tentative schedule for all seasons</li> <li>Contractor provides list of facilities and scheduled field days for each season</li> </ul> |   | <ul style="list-style-type: none"> <li>30 calendar days before start of field work for season 1</li> <li>30 calendar days before each subsequent season</li> </ul>  |

|   |  |   |  |
|---|--|---|--|
| 3: Perform Field Work<br>3A: Field Sampling and Sorting<br>3B: Vehicle Surveys                                | <ul style="list-style-type: none"> <li>Conduct field work for sampling, sorting, and vehicle surveys and associated tasks</li> </ul>   | <ul style="list-style-type: none"> <li>According to Field Schedule set in Task 2</li> </ul> | <ul style="list-style-type: none"> <li>According to Field Schedule set in Task 2</li> </ul>  |
| 4: Data Entry and Data QA/QC  | <ul style="list-style-type: none"> <li>Sample printouts showing database/ spreadsheet formats</li> </ul>   |   | <ul style="list-style-type: none"> <li>30 calendar days before start of data entry for Season 1</li> </ul>   |
| 5: Submit Field Data and Summary Reports to CalRecycle  | <ul style="list-style-type: none"> <li>Progress reports</li> <li>Field reports during field sampling operations</li> <li>Summary report for sampling seasons</li> <li>Final field data for the season</li> <li>Final summary report</li> </ul> |   | <ul style="list-style-type: none"> <li>Monthly during the project</li> <li>Weekly during field operations</li> <li>30 days after end of each field season</li> <li>45 days after end of each field season</li> <li>60 calendar days after end of final field season</li> </ul> |
| <b>Part 2: Generator-Based Study for Disposed Food Waste</b>  |  |   |  |
| <b>Task</b>   | <b>Deliverables</b>  | <b>Start Date</b>   | <b>End Date</b>  |
| 6: Initial Meeting to Review Study Design and Translate Contractor's Study Design into Tactical Sampling Plan | <ul style="list-style-type: none"> <li>Meeting</li> <li>Draft report on results of collaboration at meeting</li> <li>Final report on result of collaboration meeting</li> </ul>  | <ul style="list-style-type: none"> <li>Contract execution date</li> </ul>                   | <ul style="list-style-type: none"> <li>As soon as possible after contract execution, not to exceed 10 calendar days</li> <li>30 days after meeting</li> <li>15 days after receiving comments from CalRecycle staff</li> </ul>  |
| 7: Recruit Sampling Sites, Coordinate with Sampling Sites and Determine Field Schedule                        | <ul style="list-style-type: none"> <li>List of generators selected</li> <li>Tentative sampling schedule for each season</li> </ul>   |   | <ul style="list-style-type: none"> <li>30 calendar days prior to initiation of first field work</li> <li>30 calendar days prior to initiation of field work for each season</li> </ul>   |
| 8: Perform Field Work   | <ul style="list-style-type: none"> <li>Conduct field work for sampling, sorting, and data collection for generator sampling</li> </ul>   | <ul style="list-style-type: none"> <li>According to Field Schedule set in Task 7</li> </ul> | <ul style="list-style-type: none"> <li>According to Field Schedule set in Task 7</li> </ul>  |
| 9: Data Entry and Data QA/QC  | <ul style="list-style-type: none"> <li>Sample printouts showing database/ spreadsheet formats</li> </ul>   |   | <ul style="list-style-type: none"> <li>30 calendar days before start of data entry for Season 1</li> </ul>   |

|   |  |  |  |
|---|--|--|--|
| 10: Submit Field Data and Summary Reports to CalRecycle | <ul style="list-style-type: none"> <li>• Progress reports</li> <li>• Field reports during field sampling operations</li> <li>• Summary report for sampling seasons</li> <li>• Final field data for the season</li> <li>• Final summary report</li> </ul> |  | <ul style="list-style-type: none"> <li>• Monthly during the project</li> <li>• Weekly during field operations</li> <li>• 30 days after end of each field season</li> <li>• 45 days after end of each field season</li> <li>• 60 calendar days after end of final field season</li> </ul> |
|---|--|--|--|

**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, not to exceed the per Task totals from the Cost Proposal sheet.
- B. Itemized invoices shall be submitted in triplicate, with two sets of supporting documentation (i.e., receipts, timesheets, etc), not more frequently than monthly in arrears to:

Accounts Payable  
 Department of Resources Recycling and Recovery  
 Fiscal Services Branch  
 U.S. Postal Correspondence:  
 P.O. Box 4025, MS-19A  
 Sacramento, CA 95812-4025  
 Federal Express Correspondence:  
 1001 I Street, MS-19A  
 Sacramento, CA 95814

- 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:**

**<<INSERT BUDGET SPREADSHEET OR OTHER BUDGET DETAIL HERE>>**

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 <Contractor's Address>. Per diem will not be reimbursed for travel within 50 miles of Contractor's headquarters.
7. PROGRESS PAYMENT AND PAYMENT WITHHOLD: If progress payments are allowed for services performed under this Agreement, not less than ten (10) percent of the Agreement amount shall be withheld pending final completion of the Agreement, and receipt and acceptance by the State of any final reports required under the Agreement. However, for those Agreements that consist entirely of separate and distinct tasks, any funds withheld with regard to a particular task may be paid upon completion of that particular task. The Contractor agrees to comply with the requirements of Public Contract Code (PCC), Section 10346.

**EXHIBIT D****SPECIAL TERMS AND CONDITIONS**

1. **AGENCY LIABILITY**: The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CalRecycle shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties. CalRecycle reserves the right to amend this Agreement through a formal written amendment signed by both parties, for additional time and/or funding.
3. **CALIFORNIA WASTE TIRES**: Unless otherwise provided for in this contract, in the event the Contractor and/or Subcontractor(s) purchases waste tires or waste-tire derived products for the performance of this Agreement, only California waste tires and California waste tire-derived products shall be used. As a condition of payment under this Agreement, the Contractor must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Contract Manager.  
  
All formal notices required by this Agreement must be given in writing and sent by prepaid certified mail, fax, personal delivery or telex.
4. **CONTRACT MANAGEMENT**: The Contractor and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California. The Contractor may change the designated Project Director, but CalRecycle reserves the right to approve any substitution of the Project Director. Contractor's key personnel may not be substituted without CalRecycle's Contract Manager's prior written approval. CalRecycle may change the Contract Manager by notice given to the Contractor at any time. CalRecycle staff will be permitted to work side by side with the Contractor's staff to the extent and under conditions that may be directed by the Contract Manager. In this connection, CalRecycle's staff will be given access to all required data, working papers, etc. The Contractor will not be permitted to utilize the CalRecycle's staff for the performance of services, which are the responsibility of the Contractor unless the Contract Manager previously agreed to such utilization in writing, and any appropriate adjustment in price is made. No charge will be made to the Contractor for the services of CalRecycle's staff for coordination or monitoring functions.
5. **CONTRACTOR EVALUATIONS**: If this Agreement is for consulting services, 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 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. (PCC §10369).

6. CONFIDENTIALITY/PUBLIC RECORDS: The Contractor and CalRecycle understand that each party may come into possession of information and/or data, which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act, commencing with GC § 6250, or the PCC. CalRecycle agrees not to disclose such information or data furnished by Contractor and to maintain such information or data as confidential when so designated by Contractor in writing at the time it is furnished to CalRecycle, only to the extent that such information or data is exempt from disclosure under the California Public Records Act and the PCC.
7. CONFLICT-FUTURE BIDDING LIMITATION: Pursuant to Public Contracts Code Section 10365.5:
  - (a) No person, firm, or subsidiary therefore who has been awarded a consulting services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.
  - (b) Subdivision (a) does not apply to any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services contract that amounts to no more than ten (10) percent of the total monetary value of the consulting services contract.
  - (c) Subdivisions (a) and (b) do not apply to consulting services contracts subject to Chapter 10 (commencing with Section 4525) of Division 5 of Title 1 of the Government Code.
8. CONSULTING SERVICES: If this Agreement is for consulting services, the Contractor is hereby advised of its duties, obligations and rights under PCC §§10335 through 10381.
9. COPYRIGHTS AND TRADEMARKS: The Contractor shall assign to CalRecycle any and all rights, title and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement, including the right to register for copyright or trademark of such materials. The Contractor shall require that its subcontractors agree that all such materials shall be the property of CalRecycle. Such title will include exclusive copyrights and trademarks in the name of CalRecycle.  
  
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 DRR17050, Total Contract Amount (\$TBD), pursuant to Government Code Section 7550."
10. DELIVERABLES: All documents and/or reports drafted for publication by or for CalRecycle in accordance with this contract shall adhere to CalRecycle's Contractor Publications Guide at [www.calrecycle.ca.gov/Contracts/PubGuide/](http://www.calrecycle.ca.gov/Contracts/PubGuide/) and shall be reviewed by CalRecycle's Contract Manager in consultation with CalRecycle editor.
11. 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.

12. 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. (Government Code Section 65040.12(e)).
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. IMPRACTICABILITY OF PERFORMANCE: This Agreement may be suspended or cancelled, without notice at the option of the Contractor, if the Contractor's or CalRecycle premises or equipment is destroyed by fire or other catastrophe, or 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.
16. 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 and shall include the following terms and conditions:

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

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

times insurance coverage as herein provided, CalRecycle may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

17. 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.
18. LICENSE OR PERMITS: The Contractor shall be an individual or firm licensed to do business in 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.
19. 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.
20. PATENTS: The Contractor assigns to CalRecycle all rights, title, and interest in and to each invention or discovery that may be capable of being patented, that is conceived of or first actually reduced to practice in the course of or under this Agreement.
21. PUBLICITY AND ACKNOWLEDGEMENT: The Contractor agrees that it will 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.
22. RECYCLED-CONTENT PRODUCT PURCHASING: In the performance of this Agreement, the Contractor shall purchase used and/or recycled-content products as set forth on the back of the Recycled-Content Certification Form (Exhibit D, Attachment 1). For assistance in locating recycled-content products, please search the recycled-content product database available at: [www.calrecycle.ca.gov/rcpm/](http://www.calrecycle.ca.gov/rcpm/). If after searching the database, Contractors are unable to find the recycled-content products they are looking for, please notify CalRecycle's Contract Manager. All recycled content products purchased or charged/billed to CalRecycle that are printed upon such as promotional items, publications, written materials, and other educational brochures shall have both the total recycled content (TRC) and the post-consumer (PC) content clearly printed on them.

In addition, any written documents such as, publications, letters, brochures, and/or reports shall be printed double-sided on 100% post-consumer (PC) paper. Specific pages containing full-color photographs or other ink-intensive graphics may be printed on

photographic paper. The paper shall 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.

23. **REMEDIES:** 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.
24. **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.
25. **STOP WORK NOTICE:** Immediately, upon receiving a written notice to stop work, the Contractor shall cease all work under this Agreement.
26. **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 will 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 of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its Subcontractors is an independent obligation from CalRecycle 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.
27. **SUCCESSORS:** The provisions of this Agreement will be binding upon and inure to the benefit of CalRecycle, the Contractor, and their respective successors.
28. **TERMINATION:** CalRecycle shall have the right to terminate this Agreement at its sole discretion at any time upon thirty 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.
29. **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 Contractor on CalRecycle Unreliable List anytime after award of this Agreement may be grounds for termination of Agreement. If a Subcontractor is placed on CalRecycle Unreliable List after award of this Agreement, the Contractor may be required to terminate the Subcontract.

30. 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 shall 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.



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

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

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

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

For additional information visit [www.CalRecycle.ca.gov/BuyRecycled/](http://www.CalRecycle.ca.gov/BuyRecycled/).

| Code | Description<br>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<br>b. Are purchased as remanufactured, or<br>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   |

### Proposal Completion 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 the RFP.
  - Organizational information and Personnel Information (Resumes)
  - Proposal (detailed Work Plan)
  - Samples of Written Work
  - Copy of Required License(s) (Secretary of State)
  - Cost Proposal Sheet (Attachment A)
  - Proposal Scoring Sheet (Attachment B)
  - Bidder Declaration (Attachment C) (*Form must be submitted. Even if participation levels are zero, write zero participation on form*)
  - Darfur Contracting Act Certification (Attachment E)
  - California Civil Rights Laws Certification (Attachment F)
  - Contractor Status Form (Attachment G)
  - Client References (Attachment H)
- 

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

- One (1) unbound reproducible original Proposal package marked "Original"
  - Three (3) bound copies of the Proposal package marked "Copy".
  - One (1) Electronic copy of Proposal Package in Adobe Acrobat format with all documents in a single file, including all attachments.
- 

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

- Certification of Target Area Contract Preference Act (The form may be downloaded at [www.calrecycle.ca.gov/contracts/forms](http://www.calrecycle.ca.gov/contracts/forms).)
- 

The following forms are not required at the time of the Proposal submission but are part of the draft Standard Agreement (Attachment I) and will be required by the successful Contractor during the contract period:

- Recycled Content Certification (end of Attachment I)
  - Payee Data Record (Standard Form 204 viewable at <http://www.calrecycle.ca.gov/Contracts/Forms/default.htm>)
  - Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) Subcontractor Payment Certification (Attachment D)
- 

***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.***

**Teleconference Participation Notification Form**

All contractors interested in participating in the Proposer's Conference on November 21, 2017, via telephone must notify the contact person for this RFP by 5:00 p.m. on November 20, 2017 by submitting this form. The completed notification shall be faxed or e-mailed to:

Melissa Mojonier  
Ph: (916) 341-6048  
Fax: (916) 341-7390  
contracts@calrecycle.ca.gov

Failure to provide this notification by the specified date and time, or failure to include the necessary information will result in the contractor being restricted from participating in the teleconference.

Company Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Company Address \_\_\_\_\_  
\_\_\_\_\_

Telephone Number \_\_\_\_\_

E-mail Address \_\_\_\_\_

The undersigned hereby authorizes the above named company representative to participate in the teleconference for this RFP.

\_\_\_\_\_  
Authorized Signature Date