



DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

Notice to Prospective Proposers

April 17, 2020

You are invited to review and respond to this Request for Proposal (RFP) Primary, entitled "Retread Tire Services, DRR19084". 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:

Ronold Wahl
contracts@calrecycle.ca.gov
Phone: (916) 341-6055
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.

Ronold Wahl
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) 341-6055

Fax: (916) 319-7345

Email: contracts@calrecycle.ca.gov

Any documents delivered in person must be received by 2:00 p.m. on May 14, 2020, in the Visitor's & Environmental Service Center located in the lobby of the CalEPA Headquarters Building at 1001 I Street, Sacramento, CA 95814.

Service Needed

Through this Contract, the Contractor shall assist CalRecycle to increase the use of retread tires through effective education and training and providing relevant research information to business and government policy decision makers.

This Contract is designed primarily to: 1) effectively use end-of-life resources; 2) reduce greenhouse gas emissions; 3) reduce tire disposal and 4) pursue a demand-driven, sustainable, and diversified approach for market development.

Contract Budget

This Contract is valid and enforceable only if sufficient funds are made available by the Budget Act within the appropriate fiscal year for the purposes of this program. In addition, this Contract is subject to any additional restrictions, limitations or conditions enacted by the Legislature, which may affect the provisions, terms, or funding of this Contract.

Subject to availability of funds and approval by CalRecycle, there is a current maximum budget of \$250,000.00. CalRecycle reserves the right to amend the budget for this Contract as needed.

Payment Withhold

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

Contract Term

The term of this Agreement will span approximately 22 months and is expected to begin in June 2020. CalRecycle reserves the right to amend the term of this Contract as needed.

Process Type

Request for Proposal (RFP) (Primary Method).

Process Schedule

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

Advertisement Date	April 17, 2020
Submittals Due by 2:00 pm	May 14, 2020
Cost Proposal Opening at 10:00 am	May 22 2020
Post Notice of Intent to Award	May 24, 2020

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 the RFP documents
- Special Terms and Conditions available for viewing at <https://www.calrecycle.ca.gov/docs/cr/contracts/forms/spetandcsia.pdf>
- General Terms and Conditions (GTCs) available for viewing at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>
- Contractor Certification Clauses (CCCs) available for viewing at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

The above terms, conditions, and/or requirements are not subject to negotiation. Any Proposal that reserves a right to negotiate or expresses any exception to the above terms, conditions, and/or requirements will be disqualified. However, requests to revise any of the above terms, conditions, and/or requirements may be submitted during the formal question and answer period. Any such requests must include the current language, the proposed revised language, and the justification for the proposed revisions. 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

All materials submitted in response to this RFP will become the property of CalRecycle and, as such, are subject to the Public Records Act (Government Code sections 6250 et seq.). CalRecycle will disregard any language purporting to render all or portions of the RFP package confidential.

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

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

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

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.

Subcontractors

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

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

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

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

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

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 May 14, 2020.

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" (Do not include Cost Proposal Sheet in this set.)
- One original signed Cost Proposal Sheet in a separate sealed envelope marked "Cost Proposal – Do Not Open".
- 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. (Do not include Cost Proposal Sheet in the electronic copy.)

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

This requirement is being waived during COVID-19 pandemic.

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:

- Name and address of the Proposer submitting qualifications;
- Proposer's Headquarters address for purposes of this Contract, if awarded;
- Name, telephone number, and e-mail address of a person who can be contacted if further information is required;
- 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;
- Statement that all personnel who will provide services under the Contract will have the required certifications and that the Proposer will have sufficient qualified personnel available to meet the service needs;
- 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
- List of Contractor's and any subcontractor(s') business names, identification of certified Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) status, if applicable, and corresponding Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) Reference number(s) issued by DGS.

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

Summary

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

Methodology

The Proposal should include a Work Plan describing the methods to be employed to accomplish the contract activities described in Section VI *Description of Work*.

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

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

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

Organization

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

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

Qualifications and Resources

The prospective contractor shall:

- Have extensive knowledge regarding retread tires, including the retread market, technical and business aspects;
- Represent a trade association or company that has a reputation as a leader in the retread tire industry;
- Have the demonstrated ability to develop appropriate training materials and provide high quality training.
- Not promote any specific company, or manufacturer above others.

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

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

References

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

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

Samples of Written Work

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

- Creation of an educational or training materials and/or video describing the benefits of using retread tires.
- Developing and conducting a survey along with reporting its results.
- Preparation of a research paper or report describing and quantifying the economic, environmental and societal benefits of retread tires.

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.

Small Business (SB) Participation

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

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

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

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

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

Disabled Veteran Business Enterprise (DVBE) Participation

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

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 <https://www.calrecycle.ca.gov/contracts/forms>.

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 both SB and DVBE.

Section IV Cost Proposal Submittal

Evaluation

The Proposer's 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

The cost breakdown must specify the total cost and include detailed project costs, as required in Attachment A, Cost Proposal Sheet. 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 Travel and Per Diem section.

The costs identified in the 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 might 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 57.5 cents 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.

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

Selection Process

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

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

Grounds for Rejection

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

Additionally, a Proposal may be rejected if:

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

No Proposal may be rejected arbitrarily or without reasonable cause.

Award of Agreement

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

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

CalRecycle reserves the right to not award an Agreement.

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 website at 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 Agreement 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 Agreement 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 shall 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 shall submit a detailed written statement with information that supports that the Proposer would have been awarded the contract and the grounds for that position.

The Agreement 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, 7th floor
Sacramento, CA 95605
Fax (916) 376-5088

Department of Resources Recycling and Recovery
Attn: Contracts Unit
1001 I Street, MS-19A
Sacramento, CA 95814
Fax (916) 319-7345
Email contracts@calrecycle.ca.gov

Section VI Description of Work

Work To Be Performed:

The Contractor shall support CalRecycle's tire market development goals by providing education and training to appropriate state agencies and departments; local governments, commercial trucking fleets and applicable businesses regarding using retread truck, bus, heavy equipment, and off-the-road (OTR) tires (collectively referred to as targeted tires) and evaluating the potential for certain market segments (i.e., e-commerce delivery, ride sharing/ride hailing services, and state and local government fleets) to use retread light truck and passenger tires.

The Contractor shall provide the research requirements and attributes necessary for a tire to be retread, including identifying appropriate testing to evaluate those attributes, tire wear performance and rolling resistance. The Contractor shall provide CalRecycle with recommendations on how to make the testing information publicly available and provide research of available literature related to the current economic, environmental, and societal impacts of retreading in California and impacts if there were a ten percent increase in retreading. The Contractor shall present the findings in a report and summarize the report in a public meeting.

The Contractor shall:

- A. Prepare and revise (as necessary) the proposed Work Plan.
- B. Develop applicable prospect lists, surveys, educational and training materials. Coordinate and conduct training to state agencies, local governments, commercial fleets and appropriate businesses regarding using retread targeted tires.
- C. Survey appropriate information sources, including business and government fleet operators regarding light truck and passenger tires. Identify issues, (actual and perceived) barriers, solutions and costs to increase the use of retread light truck and passenger tires.
- D. Review and summarize available literature related to the requirements and attributes necessary for a tire to be retread. Identify what standardized testing is necessary to objectively evaluate the attributes of a tire to be retread, tire wear performance and rolling resistance. Recommend how to make testing information publicly available.
- E. Review and summarize available literature related to the economic, environmental, and societal impacts of retreading in California currently and with an increase in retreading.
- F. Publish a report summarizing the contract activity and research. Present the findings at a public workshop or meeting as directed by CalRecycle.

Tasks Identified

Task 1: Work Plan

- A. The Contractor shall meet with the Contract Manager to review the Work Plan

provided in the Proposal and fine-tune timelines and minor operational details of tasks and deliverables, including reports, educational materials, presentations and/or dissemination of information to stakeholders, or any other related communication, as needed. Should minor adjustments to the Work Plan be necessary, the Contractor shall submit any such changes to the Contract Manager for approval.

- B. Work shall not proceed according to the revised Work Plan without written approval from the Contract Manager.

Task 2: Education and Training

The Contractor shall support increased demand for targeted retread tires through education, (on-site and on-line) training, and appropriate follow-up with training participants. The criteria, lists, and all materials developed are subject to CalRecycle's Contract Manager review and approval. In order to complete this task, the Contractor shall:

- A. Provide selection criteria and a corresponding prospect list of entities to be provided education and training regarding the benefits of using retread targeted tires. The list shall contain at least 200 California entities including: (1) at least 40 California state agencies/departments (often with multiple locations) with truck and/or equipment fleets; (2) at least 75 local (city and/or county) governments with truck and/or equipment fleets; (3) at least 75 commercial trucking and rental truck fleets; and (4) at least 10 businesses that use OTR tires.
- B. Survey and interview at least 5 state and local government fleet operators that currently use retread tires as well as at least 5 prospective users of retread targeted tires. Identify the reason(s) why they do or do not use retread tires along with their procurement process and any impediments such as policy, bidding or insurance restrictions. Identify any actual policy requirements (such as the State Agency Buy Recycled Campaign, recycled product purchasing policies and ordinances) or prohibitions, and identify the applicable contracting and purchasing process for tires and retread tires.
- C. Coordinate with appropriate associations and entities to develop and produce a brochure (both electronic and print versions) and a video appropriate for upload to YouTube, CalRecycle's website, and similar platforms, to both educate and persuade state agencies, local governments, commercial fleet operators, and businesses to use retread targeted tires. Among other relevant topics, the material shall also describe best management practices (BMP) that allow a targeted tire to be retread (and retread multiple times) and various recordkeeping and cost saving tools and activities.

- D. Compile a comprehensive list of California retread facilities, including contact information, relevant services, and products.
- E. Develop and conduct a survey of education and training participants: (1) prior to the training (separate from the survey described in Task 2.B); (2) immediately after the training; and (3) six months after the training. The survey prior to and immediately after training shall measure, at a minimum, understanding about retreads, actual or perceived barriers to retread use, and what it would take to overcome barriers. The survey six months after the training shall ask whether retreads were used and their experience.
- F. Present the education and training to fleet managers for at least 40 state agencies or departments ,including regional or district offices that have purchasing authority for tires or retread tires; conduct at least ten regional workshops and six webinars to local governments and commercial businesses and fleets that use targeted tires; and at least two webinars or workshops to businesses that specifically use OTR tires.

Task 3: Light Truck and Passenger Tire Evaluation

- A. Research the potential for retreading light truck (including rental trucks) and passenger tires as it relates to e-commerce delivery, ride sharing/ride hailing services, and state and local government fleets. Develop and conduct appropriate surveys of the above-mentioned market segments and other sources to identify the types, sizes, and quantity of tires used, annual vehicle miles traveled (range and average), type and condition of travel (e.g., urban or rural, flat or mountainous terrain), current vehicle tire maintenance procedures and responsibilities, current process and options for purchasing tires, history of tire prices, and any other relevant topics.
- B. Research and summarize the current practices for retreading light truck and passenger tires in other states and countries (e.g., European countries retreading tires for taxis) and applicability for California.
- C. Analyze and describe the market conditions as well as the survey results and research. Describe the existing situation and potential for retread tire use for the three market segments (e-commerce delivery, ride sharing, and government) and consumers, identify the requirements and barriers, possible solutions, and provide cost estimates for each segment.

Task 4: Literature Research

- A. Retread Tire Attributes

- 1) Research and describe the chemical composition, casing structure requirements and recommended attributes for targeted tires to be retread. Identify what standardized testing is necessary to objectively measure those attributes.
- 2) Perform a literature review of existing publications and studies related to the chemical composition and casing structure of domestic and imported targeted tires and provide a concise written summary of each publication or study.
- 3) Identify what standardized testing is necessary to objectively evaluate tire wear performance and rolling resistance. Provide recommendations regarding how to make testing information publicly available in order to enable purchasers to compare tire performance and the ability to retread tires between manufacturers.

B. Retreading Impacts

- 1) Perform a literature review of existing publications and studies and provide a concise written summary that: (a) describes the safety of retreads, and (b) quantifies the economic, environmental, and societal impacts of retreading.
- 2) Provide the estimated economic, environmental, and societal impacts that could result from a 10 percent increase in retread use in California and separately, a 10 percent increase in state government retread use.

Task 5: Reporting

- A. Provide Monthly Progress Reports to the Contract Manager covering contract activity by email. The Monthly Progress Reports shall include but are not limited to tasks; sub-tasks; total budget; previously billed amount, current month billing; amount remaining; summary of activity completed; anticipated next steps; and significant issues or potential impediments and proposed or recommended resolutions.
- B. Provide a draft Final Report by February 1, 2022, and a Final Report incorporating any CalRecycle comments by April 1, 2022. The draft Final Report will be reviewed by the Contract Manager and other CalRecycle staff who will provide comments or questions that shall be addressed or incorporated into the subsequent version of the report. Any requested changes shall be completed by the Contractor and resubmitted to the Contractor Manager for approval. Only when all revisions are made and approved by the Contract Manager will the Report be deemed final.

- C. The Final Report shall be provided by April 1, 2022, and shall include, but not be limited to: a description of the current retread situation and a forecast of possible future alternatives; possible measures for retread operators to reduce costs and improve competitiveness (e.g., automation, energy saving measures, etc.); a summary of the contract activity; a summary of the education and training activity and survey results; copies of education and training materials developed, the results of each task (including Task 3 and 4); and anything else considered relevant to determine the effectiveness of the contract.
- D. The Final Report shall also contain programmatic and policy (administrative, regulatory, and legislative) options, with recommendations where appropriate, to result in a sustainable increase in the manufacture and use of retread targeted tires in California. Include an analysis of retread incentives (subsidies, etc.) offer in other states and relevant countries. Provide a recommendation and the potential impact of an appropriate California retread incentive.
- E. Present a summary of the contract activity and results at a CalRecycle meeting or workshop, if requested.

Contract/Task Time Frame

The Contract is expected to begin in June 2020 and end by April 1, 2022. The timeframe below reflects the task/time frame of the contract from date of award:

Task	Deliverable(s)	Due Date
Task 1: Finalize Work Plan	Final Work Plan	August 1, 2020
Task 2: Education and Training	A. Criteria and prospect list B. Survey and interviews C. Develop brochure and video D. List of California retread facilities E. Survey training participants 1. (before training) and 2. (after training) 3. (six months after training) F. Conduct training workshops and webinars	A. October 1, 2020 B. February 1, 2021 C. January 1, 2021 D. April – October 2021 E. April – October 2021 F. April – October 2021
Task 3: Light Truck and Passenger Tire Evaluation	A. Research and survey B. Research practice for other states/countries C. Analyze and describe task results. Identify requirements, barriers, solutions, and cost estimates	A. April – October 2021 B. December 2021 C. December 2021
Task 4: Literature Research	A. Retread tire attributes B. Retreading impacts	A. April – October 2021 B. December 2021
Task 5: Reporting	A. Monthly Progress Reports B. Draft Final Report C. Final Report D. Present summary and results	A. Monthly, starting August 2020 B. February 1, 2022 C. April 1, 2022 D. March 2022

Location of Services

Services will 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 California Environmental Protection Agency Headquarters located at 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 orders 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 Definitions 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

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Cost Proposal Sheet**DRR19084- Retread Tire Contract**

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

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

Contractor/Company Name: _____

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

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.

Contractor Name: _____ Address: _____

Telephone #: _____ City, State, Zip: _____

Name & Title of Authorized
Representative: _____ Email: _____

Signature of Authorized
Representative: _____ Date Signed: _____

Proposal Scoring Sheet

Retread Tire Contract, DRR19084

Contractor/Company Name: _____

The Proposer must achieve an overall score of 38 of the possible 54 points.

EXPERIENCE (Minimum 19 of 27 points to qualify)	SCORE (0-3)	MULTIPLIER	POINTS EARNED (A * B)
	A	B	C
1) Project Manager, principal members and subcontractors of the consulting team possess extensive retread tire experience and demonstrate a comprehensive understanding of benefits of using retread tires and an understanding of the government/business contracting processes.		3	
(2) Project Manager, principal members and subcontractors of consulting team demonstrate the ability to identify prospects, prepare education/training material and conduct education of government/business fleet operators and decision makers.		3	
(3) Project Manager, principal members and subcontractors of consulting team demonstrate appropriate background and professional experience to research and determine the potential for retread light truck and passenger tires for the three market segments identified in Task 3 (e-commerce delivery, ride sharing, and government fleets).		2	
(4) Project Manager, principal members and subcontractors of consulting team demonstrate appropriate background and professional experience to research and report on retread tire attributes and retreading impacts described in Task 4.		1	
Subtotal of EXPERIENCE section (If minimum points attained, move to next section)			

METHODOLOGY (Minimum 19 of 27points to qualify)	SCORE (0-3)	MULTIPLIER	POINTS EARNED (A * B)
	A	B	C
(5) Describes how the Work Plan details the contract activities in Tasks 2 through 5 and provides a schedule for implementation.		1	
(6) Provides the selection criteria for developing a prospect list for entities described in Task 2.A		1	
(7) Describes how the Contractor would develop and produced a brochure and video and the topics to be included.		1	
(8) Details how the Contractor would provide the required training (both workshops and webinars) to the entities described in Task 2.		2	
(9) Clearly describes how the Contractor will conduct the research necessary to properly evaluate the potential for retreading light truck and passenger tires described in Task 3. Also describes how the Contractor will evaluate and report regarding the various requirements and barriers, possible solutions and cost estimates for each segment.		2	
10) Clearly explains how the Contractor will conduct the required research and the scope of the literature reviews described in Task 4; details how the Contractor will identify appropriate testing, and factors that influence where information can be made public and describe how the Contractor estimate impacts of retread use in California resulting from a ten percent increase in retread use in California and the state government.		2	
Subtotal of METHODOLOGY section			
TOTAL POINTS (Max possible =54)			

Bidder Declaration

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

Solicitation Number **DRR19084**

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), OSDCCertification and Compliance Unit via email at: 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) 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 DRR19084, 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

Contract Firm Name								
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
						%
						%
						%
						%

Printed Name		Signature:	
Title:		Report Date:	

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Iran Contracting Act

Public Contract Code Sections 2202-2208

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>	

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

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

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

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:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

DRR19084

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

Department of Resources Recycling and Recovery (CalRecycle)

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

June 22, 2020 or Upon DGS Approval, whichever is later

THROUGH END DATE

April 1, 2022

3. The maximum amount of this Agreement is:

(dollars and zero cents)

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	
Exhibit B	Budget Detail and Payment Provisions	
Exhibit C*	General Terms and Conditions	GTC 04/2017
Exhibit D	Special Terms and Conditions	
	Attachment 1 Recycled Content Certification	
Exhibit E**	Proposal from company name in response to RFP DRR19084	
	Items shown with double Asterisks (**) are hereby incorporated by reference and made part of this agreement as if attached hereto.	

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Resources Recycling and Recovery

CONTRACTING AGENCY ADDRESS

1001 "I" Street

PRINTED NAME OF PERSON SIGNING

Noah Valadez

CONTRACTING AGENCY AUTHORIZED SIGNATURE

CITY

Sacramento

STATE

CA

ZIP

95814

TITLE

Administrative Services Branch Chief

DATE SIGNED

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER DDR19084		PURCHASING AUTHORITY NUMBER (If Applicable)
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL		EXEMPTION (If Applicable)

EXHIBIT A**SCOPE OF WORK**

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

CalRecycle Contract Manager

Name: Noel Davis
 Phone: (916) 341-6341
 Fax: (916) 319-7317
 Email: noel.davis@calrecycle.ca.gov

<<Contractor>>

Name: «Contractor_Name»
 Phone: «Contractor_Phone»
 Fax: «Contractor_Fax»
 Email: «Contractor_E-mail»

Direct all Agreement inquiries to:

CalRecycle Contract Analyst

Contracts Unit
 Attention: Ronold Wahl
 Address: 1001 I Street
 Sacramento, CA 95814
 Phone: (916) 341-6048
 Fax: (916) 319-7390
 Email: ronold.wahl@calrecycle.ca.gov

<<Contractor>>

Name: «Contractor_Name»
 Address: «Contractor_Address»
 «Contractor_City», «Vendor_State»
 Phone: «Contractor_Phone»
 Fax: «Contractor_Fax»
 Email: «Contractor_E-mail»

3. Work To Be Performed

The Contractor shall support CalRecycle's tire market development goals by providing education and training to appropriate state agencies and departments; local governments, commercial trucking fleets and applicable businesses regarding using retread truck, bus, heavy equipment, and off-the-road (OTR) tires (collectively referred to as targeted tires) and evaluating the potential for certain market segments (i.e., e-commerce delivery, ride sharing/ride hailing services, and state and local government fleets) to use retread light truck and passenger tires.

The Contractor shall provide the research requirements and attributes necessary for a tire to be retread, including identifying appropriate testing to evaluate those attributes, tire wear performance and rolling resistance. The Contractor shall provide CalRecycle with recommendations on how to make the testing information publicly available and provide research of available literature related to the current economic, environmental, and societal impacts of retreading in California and impacts if there were a ten percent increase in retreading. The Contractor shall present the findings in a report and summarize the report in a public meeting.

In order to accomplish the work, the Contractor shall:

Task 1. Prepare and revise (as necessary) the Work Plan.

Task 2. Develop applicable prospect lists, surveys, educational and training materials. Coordinate and conduct training to state agencies, local governments, commercial fleets and appropriate businesses regarding using retread targeted tires.

Task 3. Survey appropriate information sources, including business and government fleet operators regarding light truck and passenger tires. Identify issues, (actual and perceived) barriers, solutions and costs to increase the use of retread light truck and passenger tires.

Task 4. Review and summarize available literature related to the requirements and attributes necessary for a tire to be retread. Identify what standardized testing is necessary to objectively evaluate the attributes of a tire to be retread, tire wear performance and rolling resistance. Recommend how to make testing information publicly available.

Review and summarize available literature related to the economic, environmental, and societal impacts of retreading in California currently and with an increase in retreading.

Task 5. Publish a report summarizing the contract activity and research. Present the findings at a public workshop or meeting as directed by CalRecycle.

4. Tasks Identified

Task 1: Work Plan

- A. The Contractor shall meet with the Contract Manager to review the Work Plan provided in the Proposal and fine-tune timelines and minor operational details of tasks and deliverables, including reports, educational materials, presentations and/or dissemination of information to stakeholders, or any other related communication, as needed. Should minor adjustments to the Work Plan be necessary, the Contractor shall submit any such changes to the Contract Manager for approval.
- B. Work shall not proceed according to the revised Work Plan without written approval from the Contract Manager.

Task 2: Education and Training

The Contractor shall support increased demand for targeted retread tires through education, (on-site and on-line) training, and appropriate follow-up with training participants. The criteria, lists, and all materials developed are subject to CalRecycle's Contract Manager review and approval. In order to complete this task, the Contractor shall:

- A. Provide selection criteria and a corresponding prospect list of entities to be provided education and training regarding the benefits of using retread targeted tires. The list shall contain at least 200 California entities including: (1) at least 40 California state agencies/departments (often with multiple locations) with truck and/or equipment fleets; (2) at least 75 local (city and/or county) governments with truck and/or equipment fleets; (3) at least 75 commercial trucking and rental truck fleets; and (4) at least 10 businesses that use OTR tires.
- B. Survey and interview at least 5 state and local government fleet operators that currently use retread tires as well as at least 5 prospective users of retread targeted tires. Identify the reason(s) why they do or do not use retread tires along with their procurement process and any impediments such as policy, bidding or insurance restrictions. Identify any actual policy requirements (such as the State Agency Buy Recycled Campaign, recycled product

purchasing policies and ordinances) or prohibitions, and identify the applicable contracting and purchasing process for tires and retread tires.

- C. Coordinate with appropriate associations and entities to develop and produce a brochure (both electronic and print versions) and a video appropriate for upload to YouTube, CalRecycle's website, and similar platforms, to both educate and persuade state agencies, local governments, commercial fleet operators, and businesses to use retread targeted tires. Among other relevant topics, the material shall also describe best management practices (BMP) that allow a targeted tire to be retread (and retread multiple times) and various recordkeeping and cost saving tools and activities.
- D. Compile a comprehensive list of California retread facilities, including contact information, relevant services, and products.
- E. Develop and conduct a survey of education and training participants: (1) prior to the training (separate from the survey described in Task 2.B); (2) immediately after the training; and (3) six months after the training. The survey prior to and immediately after training shall measure, at a minimum, understanding about retreads, actual or perceived barriers to retread use, and what it would take to overcome barriers. The survey six months after the training shall ask whether retreads were used and their experience.
- F. Present the education and training to fleet managers for at least 40 state agencies or departments including regional or district offices that have purchasing authority for tires or retread tires; conduct at least ten regional workshops and six webinars to local governments and commercial businesses and fleets that use targeted tires; and at least two webinars or workshops to businesses that specifically use OTR tires.

Task 3: Light Truck and Passenger Tire Evaluation

- A. Research the potential for retreading light truck (including rental trucks) and passenger tires as it relates to e-commerce delivery, ride sharing/ride hailing services, and state and local government fleets. Develop and conduct appropriate surveys of the above-mentioned market segments and other sources to identify the types, sizes, and quantity of tires used, annual vehicle miles traveled range and average, type and condition of travel (e.g., urban or rural, flat or mountainous terrain), current vehicle tire maintenance procedures and responsibilities, current process and options for purchasing tires, history of tire prices, and any other relevant topics.
- B. Research and summarize the current practices for retreading light truck and passenger tires in other states and countries (e.g., European countries retreading tires for taxis) and applicability for California.
- C. Analyze and describe the market conditions as well as the survey results and research. Describe the existing situation and potential for retread tire use for the three market segments (e-commerce delivery, ride sharing, and government) and consumers, identify the requirements and barriers, possible solutions, and provide cost estimates for each segment.

Task 4: Literature Research**A. Retread Tire Attributes**

- 1) Research and describe the chemical composition, casing structure requirements and recommended attributes for targeted tires to be retread. Identify what standardized testing is necessary to objectively measure those attributes.
- 2) Perform a literature review of existing publications and studies related to the chemical composition and casing structure of domestic and imported targeted tires and provide a concise written summary of each publication or study.
- 3) Identify what standardized testing is necessary to objectively evaluate tire wear performance and rolling resistance. Provide recommendations regarding how to make testing information publicly available in order to enable purchasers to compare tire performance and the ability to retread tires between manufacturers.

B. Retreading Impacts

- 1) Perform a literature review of existing publications and studies and provide a concise written summary that: (a) describes the safety of retreads, and (b) quantifies the economic, environmental, and societal impacts of retreading.
- 2) Provide the estimated economic, environmental, and societal impacts that could result from a 10 percent increase in retread use in California and separately, a 10 percent increase in state government retread use.

Task 5: Reporting

- A. Provide Monthly Progress Reports to the Contract Manager covering contract activity by email. The Monthly Progress Reports shall include but are not limited to tasks; sub-tasks; total budget; previously billed amount, current month billing; amount remaining; summary of activity completed; anticipated next steps; and significant issues or potential impediments and proposed or recommended resolutions.
- B. Provide a draft Final Report by February 1, 2022, and a Final Report incorporating any CalRecycle comments by April 1, 2022. The draft Final Report will be reviewed by the Contract Manager and other CalRecycle staff who will provide comments or questions that shall be addressed or incorporated into the subsequent version of the report. Any requested changes shall be completed by the Contractor and resubmitted to the Contractor Manager for approval. Only when all revisions are made and approved by the Contract Manager will the Report be deemed final.
- C. The Final Report shall be provided by April 1, 2022, and shall include, but not be limited to: a description of the current retread situation and a forecast of possible future alternatives; possible measures for retread operators to reduce costs and improve competitiveness (e.g., automation, energy saving measures, etc.); a summary of the contract activity; a summary of the education and training activity and survey results; copies of education and training materials developed, the results of each task (including Task 3 and 4); and anything else considered relevant to determine the effectiveness of the contract.
- D. The Final Report shall also contain programmatic and policy (administrative, regulatory, and legislative) options, with recommendations where appropriate, to result in a sustainable

increase in the manufacture and use of retread targeted tires in California. Include an analysis of retread incentives (subsidies, etc.) offer in other states and relevant countries. Provide a recommendation and the potential impact of an appropriate California retread incentive.

- E. Present a summary of the contract activity and results at a CalRecycle meeting or workshop, if requested.

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 and must be reviewed by a technical editor of the Contractor's choice to assure that the reports comply with CalRecycle's Guidelines, after which they shall be submitted to and reviewed by the Contract Manager in consultation with the CalRecycle editor. The Contractor is encouraged to consult with the CalRecycle Contract Manager and CalRecycle editorial staff early in the development process to ensure deliverable requirements are clearly understood and to minimize the need for revisions.

5. Contract/Task Time Frame

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

Task	Deliverable(s)	Due Date
Task 1: Finalize Work Plan	Final Work Plan	August 1, 2020
Task 2: Education and Training	A. Criteria and prospect list B. Survey and interviews C. Develop brochure and video D. List of California retread facilities E. Survey training participants 1. (before training) and 2. (after training) 3. (six months after training) F. Conduct training workshops and webinars	A. October 1, 2020 B. February 1, 2021 C. January 1, 2021 D. April – October 2021 E. April – October 2021 F. April – October 2021
Task 3: Light Truck and Passenger Tire Evaluation	A. Research and survey B. Research practice for other states/countries C. Analyze and describe task results. Identify requirements, barriers, solutions, and cost estimates	A. April – October 2021 B. December 2021 C. December 2021
Task 4: Literature Research	A. Retread tire attributes B. Retreading impacts	A. April – October 2021 B. December 2021
Task 5: Reporting	A. Monthly Progress Reports B. Draft Final Report C. Final Report D. Present summary and results	A. Monthly, starting August 2020 B. February 1, 2022 C. April 1, 2022. D. March 2022

6. 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 orders 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.

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

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 DRR19084, 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 <https://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. ORDER OF PRECEDENCE: In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply: STD 213; GTC 04/2017 - General Terms and Conditions (incorporated by reference); Exhibit A – Scope of Work; Exhibit B – Budget Detail and Payment Provisions; Exhibit D – Special Terms and Conditions; Other exhibits in alphabetical order, beginning with E; Attachments in numerical order, beginning with 1.
20. 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.
21. 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.
22. 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.
23. RECYCLED-CONTENT PRODUCT PURCHASING: In the performance of this Agreement, the Contractor shall purchase used and/or recycled-content products as set forth on the back of the Recycled-Content Certification Form (Exhibit D, Attachment 1). For assistance in locating recycled-content products, please search the recycled-content product database available at: <https://www2.calrecycle.ca.gov/buyrecycled/manufacturers/directory/>. If after searching the database, contractors are unable to find the recycled-content products they are looking for, please notify CalRecycle's Contract Manager. All recycled content products purchased or charged/billed to CalRecycle that are printed upon such as promotional items, publications, written materials, and other educational brochures shall have both the total recycled content (TRC) and the post-consumer (PC) content clearly printed on them. In addition, any written documents such as, publications, letters, brochures, and/or reports shall be printed double-sided on 100% post-consumer (PC) paper. Specific pages containing full-color photographs or other ink-intensive graphics may be printed on photographic paper. The paper should identify the post-consumer recycled content of the paper (i.e., "printed on 100% post-consumer paper"). When applicable, the Contractor shall provide the Contract Manager with an electronic copy of the document and/or report for CalRecycle's uses. When appropriate, only an electronic copy of the document and/or report shall be submitted and no hard copy shall be provided.
24. 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.
25. 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.

26. STOP WORK NOTICE: Immediately, upon receiving a written notice to stop work, the Contractor shall cease all work under this Agreement.
27. 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.
28. SUCCESSORS: The provisions of this Agreement will be binding upon and inure to the benefit of CalRecycle, the Contractor, and their respective successors.
29. 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.
30. 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 any time 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.
31. WASTE REDUCTION: In the performance of this Agreement, the Contractor shall take all reasonable steps to ensure that materials purchased or consumed in the course of the project are utilized both effectively and efficiently to minimize the generation of waste. The steps should include, but not necessarily be limited to, the use of reusable products, the use of recyclable and compostable products, discretion in the amount of materials used, the provision of alternatives to disposal for materials consumed, and the practice of other waste reduction measures where feasible and appropriate.

Recycled Content Certification

STATE OF CALIFORNIA

Department of Resources Recycling and
Recovery (CalRecycle)

CalRecycle 74C (Rev. 06/10 for Contracts)

To be completed by Contractor

Name of Contractor:

Contract #:

Work Order #:

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

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

Contractor's Name _____ Date _____
 Address _____ Phone _____
 Fax _____ E-mail _____ Web site _____

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

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

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

Print name

Signature

Company

Date

(See footnotes on the back of this page.)

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/.

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

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)
 - ☐ Bidder Declaration (Attachment C) (*Form must be submitted. Even if participation levels are zero, (write zero participation on form)*)
 - ☐ Iran Contracting Act Certification (Attachment E)
 - ☐ Darfur Contracting Act Certification (Attachment F)
 - ☐ California Civil Rights Laws Certification (Attachment G)
 - ☐ Contractor Status Form (Attachment H)
 - ☐ Client References (Attachment I)
-

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

- ☐ One (1) unbound reproducible original Proposal package marked "Original" **AND** One (1) original, signed bid sheet in a separate sealed envelope marked "Cost Proposal-Do Not Open".
- ☐ One (1) Electronic copy of Proposal Package in Adobe Acrobat format with all documents in a single file, including all attachments, EXCEPT do not include the bid sheet.

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 <https://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 J)
- ☐ Payee Data Record (Standard Form 204 viewable at <https://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.