



## DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

### **Notice to Prospective Proposers**

---

**October 30, 2020**

You are invited to review and respond to this Request for Proposal (RFP) Primary, entitled DRR20035, "2021 Processing Fee and Handling Fee Cost Surveys." In submitting your Proposal, you shall comply with the instructions herein.

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

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](mailto: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

## Contents

<b>Section I Overview .....</b>	<b>1</b>
General Information.....	1
CalRecycle Contact Information.....	1
Service Needed .....	1
Contract Budget.....	1
Payment Withhold .....	1
Contract Term .....	1
Process Type .....	2
Process Schedule.....	2
<b>Section II Rules and Conditions .....</b>	<b>3</b>
Introduction.....	3
Commitment.....	3
Antitrust Claims .....	3
Contractor's Cost .....	4
Information .....	4
Written Questions.....	4
Addenda .....	5
Modification of Submittals.....	5
Errors in Submittals .....	5
Unreliable List.....	5
Electronic Waste Recycling .....	5
Use Tax.....	6
Small Business (SB) Preference .....	6
Disabled Veterans Business Enterprise (DVBE) Incentive .....	7
Subcontractors .....	8
<b>Section III Proposal Submittal Requirements.....</b>	<b>9</b>
Introduction.....	9
Deadline.....	9
Addressing.....	9
Number of Copies.....	9
Document Printing.....	9
Cover Letter .....	9
Table of Contents .....	10
Summary .....	10
Methodology .....	10
Organization.....	10
Qualifications and Resources .....	11
Samples of Written Work .....	11
Contractor Eligibility .....	11
Licenses .....	11
Small Business (SB) Participation .....	12
Disabled Veteran Business Enterprise Participation (DVBE) .....	12
Target Area Contract Preference Act (TACPA) .....	12
Maximum Combined Preferences and Rules for Award .....	13

<b>Section IV</b>	<b>Cost Proposal Submittal</b>	<b>14</b>
Overview.....		14
Cost Breakdown .....		14
Travel and Per Diem .....		14
<b>Section V</b>	<b>Evaluation and Selection.....</b>	<b>17</b>
Introduction.....		17
Selection Process.....		17
Grounds for Rejection.....		18
Award of Agreement.....		18
Notice of Intent to Award .....		18
Rejection of Award .....		19
Protest of Award .....		19
<b>Attachments</b> .....		<b>23</b>
Cost Proposal Sheet.....		25
Proposal Scoring Sheet .....		27
.....		30
<b>Small Business (SB) and Disabled Veteran Business Enterprise (DVBE)</b>		
Subcontractor Payment Certification .....		31
Darfur Contracting Act .....		32
California Civil Rights Laws Certification.....		33
Contractor Status Form .....		34

## **Section I Overview**

### **General Information**

The Department of Resources Recycling and Recovery (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: PO Box 4025,  
Sacramento, CA 95812-4025  
Attn: Contracts Unit, MS-19A

Phone: (916) 341-6055

FAX: (916) 319-7345

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

Any documents delivered in person shall be received 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**

This Contract requires the Contractor to provide to CalRecycle technical services in conducting an economic study to determine the statewide weighted (by volume redeemed) average actual costs to recycle for certified recycling centers. Refer to Attachment I, Exhibit A of the draft Standard Agreement (STD 213) for a detailed Scope of Work.

### **Contract Budget**

Subject to the availability of funds and approval by CalRecycle, there is a current maximum budget of \$2,500,000.00. (Two million five hundred thousand dollars and zero cents). CalRecycle reserves the right to amend the budget for this Agreement as needs arise.

### **Payment Withhold**

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

### **Contract Term**

The term of this Agreement will span approximately 17 months and is expected to begin in February 2021. CalRecycle reserves the right to amend the term of this Agreement as needs arise.

**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 Time

Advertisement Date	10/30/20
Written Questions Due by 5:00 p.m.	11/12/20
Submittals Due by 2:00 p.m.	12/10/20
Cost Proposal Opening at 10:00 a.m.	12/18/20
Post Notice of Intent to Award	12/28/20

---

## **Section II Rules and Conditions**

### **Introduction**

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

### **Commitment**

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

- All items noted in RFP documents
- Special Terms and Conditions available for viewing at <https://www2.calrecycle.ca.gov/Docs/Web/115056>
- General Terms and Conditions (GTC 04/2017) 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 shall include the current language, the proposed revised language, and the justification for the proposed revision. Any revisions are at the sole discretion of CalRecycle and will only be made under very limited circumstances in which the revisions apply to all Proposers and benefit or enhance the Contract.

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

### **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 any proposal 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 so be marked by the Proposer prior to submission to CalRecycle. Any claims of confidentiality or trade secret(s) except as to information that qualifies as such under the PRA or PCC may result in disqualification.

CalRecycle will hold information obtained or produced during the course of the Agreement deemed confidential or trade secret(s) by the Proposer to the extent allowable by the California Public Records Act and the Public Contract Code.

### **Written Questions**

The RFP includes a formal question and answer period in which Proposers have the opportunity to submit questions to the CalRecycle's Contracts Unit regarding the RFP. All inquiries shall be submitted in writing either by mail, fax, or e-mail to the CalRecycle Contact as listed in Section I no later than **5:00 pm on Thursday, November 12, 2020**, regardless of postmark. If the inquiries are faxed, then the time and dated on the fax

must not be later than the due date and time. The questions and answers will be published in an Addendum to the RFP (see below, Addenda).

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

Oral communications with CalRecycle officers and employees shall be non-binding on the State and shall in no way exclude the Bidder of any obligations as set forth in this package.

E-mails and/or faxes should be clearly marked "Questions Relating to SOLICITATION DRR20035.

### **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 shall:

- 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 of CalRecycle 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 shall comply with the provisions of PRC Chapter 8.5.



**Use Tax**

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

**Small Business (SB) Preference**

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

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

Any Proposer competing in this process as a California Certified Small Business (SB) or as a non-SB certifying to subcontract a minimum of 25% of the total contract services to a California Certified SB or MB, will receive a five percent (5%) preference. Certification must be provided by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS). CalRecycle will apply the preference per State law and as described in the State Contracting Manual vol. 1 on the DGS website at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>

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

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

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

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

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

If awarded this contract, the Proposer must within 60 days of receiving final payment (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved (Govt. Code § 14841). Refer to Attachment D to fulfill this requirement.

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

Any Proposer competing in this process as a California Certified Disabled Veterans Business Enterprise, or as a non-DVBE certifying to subcontract a minimum of three percent (3%) of the total contract services to a California Certified DVBE, will receive an incentive as shown below:

1. Five percent (5%) and above participation level = bid will receive five percent (5%) incentive calculation.
2. Four percent (4%) participation level = bid will receive two percent (2%) incentive calculation.
3. Three percent (3%) participation level = bid will receive one percent (1%) incentive calculation.

Certification must be provided by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS). Questions regarding certification should be directed to OSDC at (916) 375-4940.

The incentive is available to a non-DVBE claiming a minimum of three percent (3%) California certified DVBE subcontractor participation. If claiming the non-DVBE subcontractor incentive, the bid response must include a list of the DVBE(s) with which you commit to subcontract in an amount of at least three percent (3%) of the net bid price with one or more California certified DVBEs. Each listed certified DVBE must perform a "commercially useful function" in the performance of the contract as defined in Government Code Section 14837(d)(4).

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

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

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

A copy of the Proposer's DVBE certification should be included with the Proposal Package. For information on locating DVBE resources please go to the following website <https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Office-of-Small-Business-and-Disabled-Veteran-Business-Enterprise/Outreach-Program>

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

**Subcontractors**

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

If awarded the Agreement, the Contractor shall use all of the SB and DVBE firms identified on the Small Business/DVBE Participation Summary.

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 shall be received by CalRecycle, at the address listed in Section I, Overview by **2:00 p.m. on December 10, 2020.**

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

#### **Addressing**

The Proposal package shall 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 USB flash drive viewable by Adobe Acrobat Reader. The entire Proposal, including any attachments, shall 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**

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

#### **Cover Letter**

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

- Name and address of the Proposer submitting qualifications;

- Proposer's Headquarters for purposes of this Agreement, 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 execute a binding Agreement on behalf of the Proposer;
- Statement that personnel who will provide services under the Agreement will have the required certifications and that bidder will have qualified personnel available to meet the service needs;
- Statement attesting to the fact of the percentage of post-consumer recycled content fiber paper used in the compilation of the Proposal package;
- 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;
- List of Contractor's and any subcontractor(s') business names, identification of certified SB status, if applicable, and corresponding OSDS Reference number(s) issued to the certified SB by the DGS; and
- Statement of acknowledgement that the Bidder received any Addenda issued.

### **Table of Contents**

The information shall 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 shall include a Work Plan describing the methods to be employed to accomplish the contract activities described in *Attachment I, Exhibit A Scope of Work*. The methodology shall be described in sufficient detail to allow CalRecycle staff to evaluate the methods and shall address all tasks and items in the Scope of Work.

Proposals shall describe how the objectives will be met and the methods the Contractor will use. The description shall 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; however, alternative approaches for some or all of the tasks may be proposed if they meet or exceed the requirements in meeting the project objectives.

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

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

Each Proposal shall include a description of the resources to be used on the project while demonstrating an individual or team members' abilities to perform the work. The Proposals shall include resumes for each member of the Proposer's team, that include their:

- Experience
- Knowledge
- Educational Background
- Appropriate licensing

### **References**

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

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

### **Samples of Written Work**

The Proposer's team shall include a copy of a verifiable written work that is similar in nature to the proposed project and deliverables.

This contract requires four different final reports which shall each include the methodology used, the analysis, any training that was required and any difficulties that were encountered during the survey. Please include an example of a final report that shows the degree of detail used on previous work.

### **Contractor Eligibility**

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

### **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 shall 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 VI Definitions and Terms, the Bidder Declaration (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 (Attachment C) shall be completed and submitted with the Proposal.

### **Disabled Veteran Business Enterprise Participation (DVBE)**

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

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

- If the Proposer is a Certified OSDS DVBE, as defined in Section VI, Definitions and Terms, the Bidder Declaration (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 (Attachment C) shall be completed and submitted with the Proposal.

### **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 shall 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 shall be included in the Proposal submittal.

The form may be downloaded at [www.calrecycle.ca.gov/contracts/forms](http://www.calrecycle.ca.gov/contracts/forms).

**Maximum Combined Preferences and Rules for Award**

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

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



## **Section IV Cost Proposal Submittal**

### **Overview**

The Cost Proposal shall be submitted in a separate, sealed envelope by the due date identified in the Schedule of Section I.

The envelope shall read "Cost Proposal -Do Not Open".

### **Cost Breakdown**

Attachment A, Cost Proposal Sheet, must be completed, specifying the total cost and including detailed project costs and subcontractor commitments, identified by each task and dollar amount. The awarded Proposer's invoices shall be itemized as shown in the submitted Cost Proposal Sheet.

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

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

If fringe benefits and/or overhead are not specifically itemized in Attachment A and if the Proposer inserts a \$0, Proposer shall 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 purposes 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) shall be included on the Cost Proposal Sheet. Reference by incorporation to the Proposal is not acceptable.

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

### **Travel and Per Diem**

All travel shall 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 least costly method may be, he or she shall consult with the Contract Manager. All travel will be reimbursed at the excluded employee travel rates in accordance with the California Code of Regulations Title 2, Division 1, Chapter 3, Subchapter 1, Article 2, Section

599.615.1 et seq. At the time of the RFP release, the rates listed below apply. However, they are subject to change and the Contractor will be held to the State per diem rates in effect at the time of travel. Per Diem (lodging, meals and incidentals) will not be reimbursed for travel within 50 miles of Contractor's headquarters. Readable receipts with sufficient detail (date, time and expense description and amount) are required for all expenses. Credit card receipts are generally not sufficient documentations for travel expenses.

- Lodging (receipts required) per day:  
**All counties/cities located in California (except as noted below):**  
Actual lodging expense, supported by a receipt, up to \$90 per night, plus tax and mandatory fees.  
**Napa, Riverside, and Sacramento Counties:**  
Actual lodging expense, supported by a receipt, up to \$95 per night, plus tax and mandatory fees.  
**Marin:**  
Actual lodging expense, supported by a receipt, up to \$110 per night, plus tax and mandatory fees.  
**Los Angeles, Orange, and Ventura Counties and Edwards AFB, excluding the City of Santa Monica:**  
Actual lodging expense, supported by a receipt, up to \$120 per night, plus tax and mandatory fees.  
**Monterey, San Diego Counties:**  
Actual lodging expense, supported by a receipt, up to \$125 per night, plus tax and mandatory fees.  
**Alameda, San Mateo, and Santa Clara Counties:**  
Actual lodging expense, supported by a receipt, up to \$140 per night, plus tax and mandatory fees.  
**City of Santa Monica:**  
Actual lodging expense, supported by a receipt, up to \$150 per night, plus tax and mandatory fees.  
**San Francisco:**  
Actual lodging expense, supported by a receipt, up to \$250 per night, plus tax and mandatory fees.
- Meals (actual expense) (up to \$7 for breakfast, \$11 for lunch and \$23 for dinner) – up to a maximum of \$41 per day
- Incidentals – up to a maximum of \$5 per day.
- Coach airfare, mid-size/economy rental cars, parking and fuel – actual costs verified by bills or receipts. Expenses for rental car insurance, fuel for rental cars purchased from the rental car company, and additional air travel expenses such as preferred boarding, will not be reimbursed. First Class or Business Class air travel is not allowed. Airport parking must be at the most economical rate. Expenses for one way rental car expense (i.e. charges for returning a rental car to a location other

than that from which it was rented) will only be reimbursed if preapproval is given by the Contract Manager prior to the expense being incurred.

- Personal Vehicle Use for travel is reimbursed at \$0.575 per mile; however fuel will not be reimbursed if a personal vehicle is used.

## Section V Evaluation and Selection

### Introduction

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

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

Those Proposer's submittals that pass this review will be forwarded to the Selection Committee for Evaluation.

### Selection Process

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

- A. In assigning points for individual rating factors, raters may consider issues including, but not limited to, the extent to which a Proposal response:
1. Is lacking information, lacking depth or breadth or lacking significant facts and/or details, and/or;

2. Is fully developed, comprehensive and has few if any weaknesses, defects or deficiencies, and/or;
3. Demonstrates that the Proposer understands CalRecycle's need's, the services sought, and/or the Contractor's responsibilities, and/or;
4. Illustrates the Proposer's capability to perform all services and meet all scope of work requirements, and/or;
5. If implemented, will contribute to the achievement of CalRecycle's goals and objectives, and/or;
6. Demonstrates the Proposer's capacity, capability and/or commitment to exceed regular service needs (i.e., enhanced features, approaches, or methods; creative or innovative business solutions).

### **Grounds for Rejection**

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

Additionally, a Proposal may be rejected if:

- 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 of the RFP requirements.

In the event of a tie, CalRecycle may utilize a tie breaker to determine the winning Proposer. The tie breaker will be determined based on which Proposer has the most SB and DVBE participation identified in the 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's website at [www.CalRecycle.ca.gov/contracts](http://www.CalRecycle.ca.gov/contracts) and at the headquarters building noted in Section I. It is the Proposer's responsibility to check one of these locations for a copy of the Notice of Intent to Award.

**Rejection of Award**

If the Proposer fails to enter into a satisfactory 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) calendar** days of the initial protest filing, the Proposer shall submit a detailed written statement with information that supports that the Proposer would have been awarded the contract and the grounds for that position.

The 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  
Attention: Bid Protest Coordinator  
707 Third Street, 7<sup>th</sup> Floor, Suite 7-330  
West Sacramento, CA 95605  
Bid Protest Coordinator Email address: [OLSProtests@dgs.ca.gov](mailto:OLSProtests@dgs.ca.gov)

Department of Resources Recycling and Recovery  
Attn: Contracts Unit  
1001 I Street, MS-19A  
Sacramento, CA 95814  
Fax (916) 319-7390  
Email [contracts@calrecycle.ca.gov](mailto:contracts@calrecycle.ca.gov)

## **Section VI Definition and Terms**

### **General**

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

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

### **Abbreviations**

ADA	Americans with Disabilities Act
CAL EPA	California Environmental Protection Agency
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)

### **Agreement**

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

### **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 Agreement 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.

**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.

**Cost Proposal Opening**

A public meeting, where the costs bid by a Proposer on an advertised project, are opened and a determination is made as to the apparent low bidder.

**Director**

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

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

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

**Legal Holiday**

Those days designated as State holidays in the Government Code.

**Project Manager**

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

**Scope of Work**

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

**Small Business (Certified)**

A business that has been certified by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS), as a small business as defined in GC 14837 and 2 CCR 1896.

**State**

The State of California.

**State Contract Law**

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



**Subcontractor**

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

## **Attachments**

**THIS PAGE INTENTIONALLY LEFT BLANK**

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

Task #	Personnel Services: (Do not include travel or overhead) estimated # of hours needed for contract services multiplied by the individual or position rates per hour. (Include name/position title and hours)				Fringe Benefits (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 shall be provided)	Other	Total by Task
	Name / Position	\$/Hour	Hours	Total \$							
Total by Line Item	(Sum 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 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 CalRecycle in verification of the recitals comprising this Proposal and also hereby authorizes 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, 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 _____
Name & Title of _____	Zip: _____
Authorized _____	
Representative: _____	Email: _____
Signature of _____	
Authorized _____	Date _____
Representative: _____	Signed: _____

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

---

---

---

---

---

**Proposal Scoring Sheet**  
**2021 Processing Fee and Handling Fee Cost Surveys**  
**DRR20035**

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

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

Category	Score
<b>A. Overall approach and organization (12 pts. max.)</b>	
1) Format of Proposal (0-3 Points)	
2) Overall approach and understanding of problems, issues and required tasks (0-3 Points) Assign 0 or 1 point if the Proposer only restates or paraphrases information in the RFP	
3) Addresses all items in RFP (0-3 Points) Assign 0 or 1 point if the Proposer only restates or paraphrases information in the RFP	
4) Clarity of Proposal (0-3 Points)	
<b>B. Methodology (9 pts. max.)</b>	
1) Soundness of proposed methodology. Do the steps taken, to gather and analyze the data, make sense? (0-3 Points)	
2) Appropriateness of proposed methodology (0-3 Points)	
3) Feasibility of work plan and schedule (0-3 Points)	
<b>C. Qualifications/Resources (12 pts. max.)</b>	
1) Assigned staff's knowledge and educational background of the particular project involved (0-3 Points) Assign 0 or 1 point if the Proposer only restates or paraphrases information in the RFP	
2) Assigned staff's experience and background in similar projects (0-3 Points)	
3) Experience in dealing with participants that are difficult/resistant to providing required documentation (0-3 Points)	
4) Abilities of assigned staff to conduct the necessary research with proficiency and accuracy and without omission (0-3 Points)	
<b>D. Past Work References may be consulted (6 pts. max.)</b>	
1) Similarity between previous projects and the project contained in this RFP (0-3 Points)	
2) The success (including level of completion) of past projects and any related work record (0-3 Points)	
<b>Total Score</b>	

**THIS PAGE INTENTIONALLY LEFT BLANK**

**BIDDER DECLARATION****1. 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 ☐ (If "None," go to Item #2)
- 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, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>

**3. CERTIFICATION: By signing this form, I certify under penalty of perjury that the information provided is true and correct.**

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_



## 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)
  - Nonprofit Veteran Service Agency (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, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

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, NVSA, DVBE or None)**—If the subcontractor possesses a current State of California certification(s), verify on this website ([www.eprocure.dgs.ca.gov](http://www.eprocure.dgs.ca.gov)).

**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, NVSA, and/or DVBE status

**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.

- 3. Read the certification at the bottom of the page. An individual that is authorized to bind the firm contractually is to print their name, sign and date the form. Also, 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 DRR20035, I certify, in accordance with Government Code 14841 and Military and Veteran Code § 999.5, that pursuant to the terms and conditions of the contract, all payments have been made to the SB or DVBE firm(s) listed below for commodities or services rendered as the SB or DVBE subcontractor(s) of record. I understand certification must be made to the Department of Resources Recycling and Recovery within 60 days of receiving final payment under this Agreement. I further understand and acknowledge that falsification of this Certification may result in the imposition of civil or criminal penalties for not less than \$2,500 or more than \$25,000 for each violation.

*Please copy this form to include as many SB or DVBE firms as necessary. Authorized signatures and information are required on each separately submitted form. Return to: Department of Resources Recycling and Recovery, Contracts Unit- MS 19-A, Attn: SB/DVBE Advocate, P.O. Box 4025, Sacramento, CA 95812-4025*

#### SB/MB/DVBE SUBCONTRACTOR INFORMATION

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

#### SB/DVBE SUBCONTRACTOR INFORMATION

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

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

**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 shall certify that it is not a “scrutinized” company as defined in Public Contract Code section 10476.

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

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

**OR**

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

**OR**

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

**CERTIFICATION For # 3.**

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

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

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

**Contractor Status Form**Contractor's  
Name: \_\_\_\_\_

County: \_\_\_\_\_

Address: \_\_\_\_\_

Phone  
Number: \_\_\_\_\_Federal  
Employer  
Identification  
Number: \_\_\_\_\_

Fax 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:** \_\_\_\_\_

<b>President:</b>	<b>Vice Presid ent:</b>
_____	_____

<b>Secretary:</b>	<b>Treasu rer:</b>
_____	_____

<b>Other Officer:</b>	<b>Other Officer:</b>
_____	_____

**Provide explanation if claiming Other:**

\_\_\_\_\_

**SMALL BUSINESS PREFERENCE**

**Are you claiming preference for small/micro business?**

- ☐ YES – Attach approval letter from Office of Small Business Certification and Resources  
☐ NO

**Are you claiming preference for DVBE?**

- ☐ YES – Attach approval letter from Office of Small Business Certification and Resources  
☐ NO

**NOTE: THIS FORM MUST BE COMPLETED OR YOUR BID MAY BE REJECTED**

**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 shall 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

**SCO ID: 3970-DRR20035**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

DRR20035

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

February 1, 2021 or Upon Final Approval, whichever is later

THROUGH END DATE

3. The maximum amount of this Agreement is:

\$ ( dollars and 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

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



**SCO ID: 3970-DRR20035**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

**DRR20035**

PURCHASING AUTHORITY NUMBER (If Applicable)

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Resources Recycling and Recovery (CalRecycle)

CONTRACTING AGENCY ADDRESS

1001 I Street

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Noah Valadez

TITLE

Administrative Services Branch Chief

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

PCC § 10430(d)

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

1. TBD (Contractor) agrees to provide to CalRecycle technical services in conducting an economic study to determine the statewide weighted (by volume redeemed) average actual costs to recycle for certified recycling centers as described herein.
2. The Project Coordinators during the term of this Agreement will be:

CalRecycle Contract ManagerTBD

Name: Amy Yhnell  
 Phone: (916) 324-5036  
 Fax: (916) 319-7711  
 Email: amy.yhnell@calrecycle.ca.gov

Name: TBD  
 Phone: (       ) -  
 Fax: (       ) -  
 Email:               @

Direct all Agreement inquiries to:

CalRecycle Contract AnalystTBD

Contracts Unit  
 Attention: Ronold Wahl  
 Address: 1001 I St., MS 19-A  
               Sacramento, CA 95814  
 Phone: (916) 341-6055  
 Fax: (916) 319-7139  
 Email: Ronold.Wahl@calrecycle.ca.gov

Attention: TBD  
 Address:  
 Phone: (       ) -  
 Fax: (       ) -  
 Email:               @

## 3. Background

CalRecycle is required to conduct cost surveys every two years to determine the cost of recycling for recycling centers receiving handling fees, and to be used in the fee and payments calculation. The processing fee/payments calculation is determined annually with rates effective January 1, and the updated cost information is applied to the calculations every two years. CalRecycle is also required to conduct cost surveys every two years to determine the cost of recycling centers that receive handling fees, for the calculation of handling fees. The handling fee is calculated annually effective July 1, and the updated cost information is applied. The handling fee is calculated by applying a cost of living adjustment.

## 4. Work To Be Performed

A. The detailed description of work to be performed and duties of all parties include:

- 1) Contractor shall conduct a cost survey to determine the statewide weighted average actual costs, by volume redeemed by ton based on Department data sources, to recycle for certified recycling centers, excluding those centers that receive a handling fee, by material type, including aluminum, glass, and plastics (PET #1 and HDPE #2).

- 2) Contractor shall conduct a cost survey to determine a statewide weighted average cost per each beverage container redeemed, by volume redeemed based on Department data sources, to recycle for certified recycling centers, excluding those centers that receive a handling fee.
  - 3) Contractor shall conduct a cost survey to determine a statewide weighted average cost per each beverage container redeemed, by volume redeemed based on Department data sources, to recycle for certified recycling centers that receive a handling fee.
  - 4) Contractor shall conduct a cost survey to determine the statewide 3-tiered weighted average cost per each beverage container redeemed, by volume redeemed based on Department data sources, to recycle for certified recycling centers that receive a handling fee,
  - 5) Contractor shall conduct a cost survey to determine the statewide weighted average actual costs, by volume redeemed by ton based on Department data sources, to recycle for recycling pilot projects, by material type, including aluminum, glass, and plastics (PET #1 and HDPE #2).
  - 6) Contractor shall, with consultation from Department staff, develop sampling plans for each of the cost surveys referenced in items (A.1), (A.2), (A.3), (A.4) and (A.5) above. Sampling plans historically have been designed based on a 90 percent confidence level and a 10 percent error rate. California Code of Regulations (CCR) § 2000(a) (47) specifies that a statistical sample means an estimate with an 85 percent confidence level. Department policy specifies a 10 percent error rate.
  - 7) Contractor shall, with consultation from Department staff, update the process to ensure proper allocation of costs and labor to all applicable material types.
  - 8) Contractor shall, with consultation from Department staff, update the current Microsoft Excel-based cost survey model used in previous cost surveys, as needed.
- B. Contractor shall, with consultation from Department staff, update the cost survey training manual and field manual used in previous cost surveys, as needed.
  - C. Contractor shall develop a process to ensure collection of required data from participants, including a process to ensure all reasonable measures are attempted to collect data from participants resistant to providing required financial and labor data, as needed.
  - D. Contractor shall conduct training, with assistance from Department staff, in cost survey processes developed by the Contractor or based on current training resources.
  - E. Contractor shall develop a quality control/peer review process to ensure quality control in the survey processes outlined in the Contractor's work plan, as needed.

- F. Contractor shall develop a control process to ensure confidentiality of all data specific to individual recycling centers and companies, as needed.
- G. Based on previous cost surveys of recycling centers, the total number of sites to be selected for the cost surveys referenced in items (A.1), (A.2), and (A.3) above is estimated to be at minimum 250 sites and may exceed 300 sites. The Cost Proposal Sheet (Attachment A) should be determined assuming 350 sites will be surveyed, identifying costs for the minimum 250 sites, plus the additional costs per survey site multiplied by 100 for the total costs of surveying 350 sites. The total cost for the minimum 250 sites and the cost for each additional site may be provided in narrative text after the "Total Costs" line on the Cost Proposal Sheet.
- H. Based on estimates, the total additional number of sites to be selected for the cost surveys referenced in item (A.4) above is estimated to be at minimum 150 sites and may exceed 180 sites. The Cost Proposal Sheet (Attachment A) should be determined assuming 180 sites will be surveyed, identifying costs for the minimum 150 sites, plus the additional costs per survey site multiplied by 30 for the total costs of surveying 180 sites. The total cost for the minimum 150 sites and the cost for each additional site may be provided in narrative text after the "Total Costs" line on the Cost Proposal Sheet.
- I. Based on estimates, the total number of participant sites to be selected for the cost surveys referenced in item (A.5) above is estimated to be up to 30 sites. The Cost Proposal Sheet (Attachment A) should be determined assuming 30 sites will be surveyed, identifying costs for the minimum 30 sites. The total cost for the 30 sites may be provided in narrative text after the "Total Costs" line on the Cost Proposal Sheet.
- J. Contractor shall conduct audited cost surveys including, at minimum, the following:
  - 1) A tour of the facility surveyed and a written description of the facility.
  - 2) Interviews of management and operational personnel to determine how the facility operates and how labor is allocated to specific operations and materials.
  - 3) A review of financial statements with all allowable expenses allocated to specified cost categories as outlined in the California Code of Regulations (CCR) §§2960, 2965 and 2990. Where applicable, costs must be directly allocated to specific material and resin types.
  - 4) A review of labor records to determine wages and hours paid to all company officers and employees.
  - 5) Allocations of labor by person or units to specific business interests with further separation for all labor allocated to recycling interest certified by the Division by CRV material types and non-CRV material types, and by material for all labor allocated to CRV material types.
  - 6) A reconciliation of labor records and financial statement expenses for labor.

- 7) Complete and referenced work papers to document all final financial and labor data.
  - 8) A quality control/peer review process to ensure quality standards are met.
  - 9) A separate file with all work papers, notes, and final determinations of costs for each material and resin type.
- K. Contractor shall submit all records and present and report the results of the cost survey of recycling centers, excluding those centers that receive a handling fee, as follows:
- 1) Contractor shall consolidate data from all surveyed recycling centers, excluding those centers that receive a handling fee, and provide the data in either a Microsoft Excel or Access format.
  - 2) Contractor shall provide a separate hardcopy/electronic file including all work papers for each completed audited cost survey.
  - 3) It is expected that the cost surveys for recycling centers scheduled with the following milestones: 25 percent of the surveys completed by the end of May 2021, 50 percent by the end of July 2021, 75 percent by the end of September 2021, and 100 percent of the surveys should be completed by the end of October 2021.
  - 4) Contractor shall submit complete all audited cost surveys for recycling centers, excluding those centers that receive a handling fee, by October 31, 2021.
  - 5) Contractor shall, based on the results of individual audited cost surveys, complete a final report outlining the process used and the results of determining (a) the statewide weighted (by volume redeemed) average cost per ton for recycling centers, excluding those centers that receive a handling fee, by material and resin type, and (b) the statewide weighted (by volume redeemed) average cost per beverage container redeemed for recycling centers, excluding those centers that receive a handling fee. The Contractor shall submit a Draft Final Report by November 15, 2021, and after receiving comments from the Department, the Contractor shall submit a Final Report by December 1, 2021.
  - 6) Contractor shall be available to present the results of the statewide weighted (by volume redeemed) average cost per ton for recycling centers, excluding those centers that receive a handling fee, by material type during any public hearings on the determination of the year 2022 processing fees and processing payments.
  - 7) Contractor shall be available to describe the cost survey process and defend the resulting statewide weighted (by volume redeemed) average cost per ton for recycling centers, excluding those centers that receive a handling fee, by material type in any challenges to the validity of the cost survey results.

- 8) Contractor shall present the findings of the cost surveys and the draft final reports to the Recycling Division Management.
  - 9) Contractor shall present the findings of the cost surveys and the draft final reports to CalRecycle Administration, if so requested.
  - 10) The requirement for a cost survey and determining the statewide weighted (by volume redeemed) average costs for recycling centers, excluding those centers that receive a handling fee, is based on the California Beverage Container Recycling and Litter Reduction Act (ACT) Section 14575. If there are any amendments to this section or related sections of the ACT changing the requirements to conduct a cost survey, the State shall have the option to either cancel this Agreement with no further liability accruing to the State, or offer an agreement amendment to the Contractor to reflect a revised scope of work.
- L. Contractor shall submit all records and present and report the results of the cost survey of recycling centers that receive a handling fee as follows:
- 1) The Contractor shall consolidate data from all surveyed recycling centers that receive a handling fee and provide the data in either a Microsoft Excel or Access format.
  - 2) The Contractor shall provide a separate hardcopy/electronic file including all work papers for each completed audited cost survey.
  - 3) It is expected that the cost surveys for recycling centers that receive a handling fee be scheduled with the following milestones: 25 percent of the surveys completed by the end of September 2021, 50 percent by the end of November 2021, 75 percent by the end of January 2022, and 100 percent of the surveys should be completed by the end of February 2022.
  - 4) The Contractor shall submit complete all audited cost surveys for recycling centers that receive a handling fee by February 28, 2022.
  - 5) The Contractor shall, based on the results of individual audited cost surveys, complete a final report outlining the process used and the results of determining the statewide weighted (by volume redeemed) average cost per beverage container redeemed for recycling centers that receive a handling fee. The Contractor shall submit a Draft Final Report by March 15, 2022, and after receiving comments from the Department, the Contractor shall submit a Final Report by March 31, 2022.
  - 6) The Contractor shall be available to present the results of the statewide weighted (by volume redeemed) average cost for each beverage container redeemed and/or the statewide 3-tiered weighted (by volume redeemed) average cost for each beverage container redeemed during any public hearings on the determination of the year 2022 handling fees.

- 7) The Contractor shall be available to describe the cost survey process and defend the resulting statewide weighted (by volume redeemed) average cost for each beverage container redeemed and/or statewide 3-tiered weighted (by volume redeemed) average cost for each beverage container redeemed in any challenges to the validity of the cost survey results.
  - 8) The Contractor shall present the findings of the cost surveys and the draft final reports to the Recycling Division Management.
  - 9) The Contractor shall present the findings of the cost surveys and the draft final reports to CalRecycle Administration, if so requested.
  - 10) The requirement for a cost survey and determining the statewide weighted (by volume redeemed) average costs for recycling centers that receive a handling fee is based on the California Beverage Container Recycling and Litter Reduction Act (ACT) Section 14585. If there are any amendments to this section or related sections of the ACT changing the requirements to conduct a cost survey, the State shall have the option to either cancel this agreement with no further liability accruing to the State, or offer an agreement amendment to the Contractor to reflect a revised Scope of Work.
- M. Contractor shall submit all records and present and report the results of the cost survey of participants that process material from recycling pilot projects as follows:
- 1) The Contractor shall consolidate data from all surveyed processing centers and provide the data in either a Microsoft Excel or Access format.
  - 2) The Contractor shall provide a separate hardcopy/electronic file including all work papers for each completed audited cost survey.
  - 3) It is expected that the cost surveys for recycling pilot projects should be completed by the end of May 2022.
  - 4) The Contractor shall submit complete all audited cost surveys for recycling pilot projects by May 31, 2022.
  - 5) The Contractor shall, based on the results of individual audited cost surveys, complete a final report outlining the process used and the results of determining (a) the statewide weighted (by volume redeemed) average cost per ton for participants by material and resin type, and (b) the statewide weighted (by volume redeemed) average cost per beverage container redeemed for participants. The Contractor shall submit a Draft Final Report by June 15, 2022, and after receiving

comments from the Department, the Contractor shall submit a Final Report by June 30, 2022.

- 6) The Contractor shall be available to present the results of the statewide weighted (by volume redeemed) average cost per ton for processing centers by material type during any public hearings on the determination of the year 2022 recycling pilot projects costs.
  - 7) The Contractor shall be available to describe the cost survey process and defend the resulting statewide weighted (by volume redeemed) average cost per ton for participants by material type in any challenges to the validity of the cost survey results.
  - 8) The Contractor shall present the findings of the cost surveys and the draft final reports to the Recycling Division Management.
  - 9) The Contractor shall present the findings of the cost surveys and the draft final reports to CalRecycle Administration, if so requested.
- N. Contractor shall provide all personnel and staffing and all supervision of personnel for the cost surveys.
- O. Contractor shall be responsible for coordinating and scheduling all travel for personnel.
- P. Contractor shall submit monthly progress reports to State representative, as required, describing work performed, work status, work progress difficulties encountered, remedial action, and statement of activity anticipated subsequent to reporting period for approval prior to payment of invoices. The Contractor will be reimbursed by invoicing, in detail, all costs and charges with Contract Number and sending such documents to the designated address.



## 5. Contract Task/Timeframe and Milestone Schedule:

Work to be Performed Items	Description	Milestone Schedule
<b>Recycling centers</b>		
L.3	25% cost surveys	5/31/2021
L.3	50% cost surveys	7/31/2021
L.3	75% cost surveys	9/30/2021
L.3	100% cost surveys	10/31/2021
L.3	All complete audited cost surveys	10/31/2021
L.5	Draft Final Report	11/15/2021
L.5	Final Report	12/1/2021
<b>Recycling centers receiving handling fee</b>		
K.3	25% cost surveys	7/31/2021
K.3	50% cost surveys	9/30/2021
K.3	75% cost surveys	11/30/2021
K.3	100% cost surveys	12/31/2021
K.5	All complete audited cost surveys	12/31/2021
K.5	Draft Final Report	1/15/2022
K.5	Final Report	1/31/2022
<b>Recycling pilot projects</b>		
M.3	Recycling pilot projects	5/31/2022
M.3	All complete audited cost surveys	5/31/2022
M.5	Draft Final Report	6/15/2022
M.5	Final Report	6/30/2022

## 6. Location of Services

Services will be provided throughout the State of California.

## 7. Control of Work

A. The CalRecycle 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; and
- Compensation for services provided by the Contractor.

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 Agreement

- Act as the Contractor's Representative regarding contractual matters relating to this Agreement.

If during the course of the Agreement, it is deemed necessary to replace the Project Manager, CalRecycle's Contract Manager Approval is required prior to the replacement being made.

**EXHIBIT B****BUDGET DETAIL AND PAYMENT PROVISIONS****1. INVOICING AND PAYMENT:**

- A. For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for completed deliverables in accordance with the rates specified herein.
- B. Itemized invoices shall be submitted electronically, with one set of supporting documentation (i.e., receipts, timesheets, etc.), not more frequently than monthly in arrears to:

[contractpayment@calrecycle.ca.gov](mailto:contractpayment@calrecycle.ca.gov)

- C. Each invoice submitted to CalRecycle shall 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:**

**<<Costs of winning Proposer will appear 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 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 shall 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:** 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 DRR20035, Total Contract Amount \$\_\_\_\_\_, 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 shall provide: 1) a Certificate of Insurance insuring CalRecycle, and/or 2) verification of Worker's Compensation insurance. The Contractor shall 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 shall 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: [www.calrecycle.ca.gov/rcpm](http://www.calrecycle.ca.gov/rcpm) . If after searching the database, Contractors are unable to find the recycled-content products they are looking for, please notify CalRecycle's Contract Manager. All recycled content products purchased or charged/billed to CalRecycle that are printed upon such as promotional items, publications, written materials, and other educational brochures shall have both the total recycled content (TRC) and the post-consumer (PC) content clearly printed on them.

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



The paper 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 within 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 74C (Revised 1/10 for  
 Contracts)  
 Recycled-Content Certification

To be completed by Contractor

Name of Contractor:

Contract #::

Work Order #:

☐ **Check this box if no products, materials, goods, or supplies were purchased with contract dollars and submit to your CalRecycle contract manager.**

This form may be completed by Contractor, vendor, bidder, buyer, state-contracting officer, or state purchasing agent. The form shall be completed and returned to CalRecycle with a row completed for each product purchased with contract dollars. Attach additional sheets if necessary. Information shall 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.

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

Product Manufacturer	Product Description / Brand	Purchase Amount (\$)	<sup>1</sup> Percent Postconsumer Material	<sup>2</sup> SABRC Product Category Code	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 12205.

Print name \_\_\_\_\_ Signature \_\_\_\_\_ Company \_\_\_\_\_ Date \_\_\_\_\_

(See footnotes on the back of this page.)

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

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

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

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

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

Code	Description	Minimum content requirement
<b>Product Categories (11)</b>		
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 based on Scope of Work (Attachment I))
  - ☐ Cost Proposal Sheet (Attachment A)
  - ☐ Samples of Written Work
  - ☐ Client References (Attachment H)
  - ☐ Copy of Required License(s) (Secretary of State)
  - ☐ Contractor Status Form (Attachment G)
  - ☐ Bidder Declaration Form (Attachment C)
  - ☐ Darfur Contracting Act Certification (Attachment E)
  - ☐ California Civil Rights Laws Certification (Attachment F)
- 

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

- ☐ One (1) unbound reproducible original Proposal package marked "Original"
  - ☐ One (1) original, signed bid sheet (Attachment A) 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 (USB drive only), including the bid sheet and all other attachments.
- 

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

- ☐ Certification of Target Area Contract Preference Act
- 

The following forms are not required at the time of the Proposal submission but will be required by the successful Contractor during the contract period:

- ☐ Recycled Content Certification (Attachment G)
  - ☐ Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) Subcontractor Payment Certification (Attachment D)
  - ☐ Payee Data Record (Standard Form 204)
- 

***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.***