



DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

Notice to Prospective Proposers

April 3, 2015

You are invited to review and respond to this Request for Proposal (RFP) Secondary, entitled "Feedstock Conversion Technical Assistance and Material Testing Services" DRR14019. In submitting your proposal, you must comply with the instructions herein.

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

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

Shelly Lewis
contracts@calrecycle.ca.gov
Phone: 916.341.6649
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.

Shelly Lewis
Contract Administrator

Table of Contents

Section 1	Overview	1
	General Information	1
	CalRecycle Contact Information	1
	Service Needed	1
	Contract Budget	1
	Payment Withhold	2
	Liquidated Damages	2
	Contract Term	2
	Process Type	2
	Process Schedule	2
Section II	Rules and Conditions	3
	Introduction	3
	Commitment	3
	Antitrust Claims	3
	Contractor's Cost Information	3
	Written Questions	4
	Addenda	4
	Modification of Submittals	4
	Errors in Submittals	4
	Unreliable List	4
	Electronic Waste Recycling	4
	Use Tax	5
	Small Business (SB) Preference	5
	Disabled Veterans Business Enterprise (DVBE) Incentive	5
	Subcontractors	6
	Recycled-Content Certification	6
	Payments to the Contractor	6
	Equipment and Software Purchases	6
Section III	Proposal Submittal Requirements	7
	Introduction	7
	Deadline	7
	Addressing	7
	Number of Copies	7
	Document Printing	7
	Cover Letter	7
	Table of Contents	7
	Summary	7
	Methodology	8
	Scenarios	8
	Organization	9
	Qualifications and Resources	9
	References	9
	Samples of Written Work	9

Contractor Eligibility	9
Qualification/Licenses	10
Target Area Contract Preference Act (TACPA).....	10
Maximum Combined Preferences and Rules for Award	10
Section IV Cost Proposal Submittal.....	11
Evaluation	11
Cost Breakdown.....	11
Travel and Per Diem	11
Section V Evaluation and Selection	13
Introduction.....	13
Selection Process	13
Proposal Cost Determination	14
Cost Points	15
Grounds for Rejection.....	15
Award of Contract.....	15
Notice of Intent to Award	15
Rejection of Award.....	15
Protest of Award	16
Section VI Description of Work.....	17
Work to be Performed.....	17
Tasks Identified.....	17
Contract/Task Time Frame	21
Location of Services	21
Control of Work.....	21
Product Development and Intellectual Property	22
Section VII Definition and Terms.....	23
Attachments	25
Personnel Rate Sheet.....	26
Cost Proposal Sheet	28
Cost Sheet for Scenario A.....	30
Cost Sheet for Scenario B	31
Cost Sheet for Scenario C.....	32
Proposal Scoring Sheet	33
Bidder Declaration	35
Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) Subcontractor Payment Certification	37
Darfur Contracting Act	38
Iran Contracting Act	39
Contractor Status Form.....	40
Client References	41
Recycled-Content Certification	42
Confidentiality Agreement.....	44
Acknowledgment of Confidentiality Agreement.....	46
Draft Std. 213.....	47
Proposal Completion Checklist.....	65

Section 1 Overview

General Information

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

CalRecycle Contact Information

Department of Resources Recycling and Recovery
Physical Address: 1001 I Street,
Sacramento, CA 95814
CalRecycle Contracts Unit, MS-19A
Mailing Address: PO Box 4025,
Sacramento, CA 95812-4025
Attn: Contracts Unit, MS-19A
Phone: (916) 341-6649
FAX: (916) 319-7345
EMAIL: contracts@calrecycle.ca.gov

Any documents delivered in person must 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

The [Tire Incentive Program](#) (TIP) is designed to expand demand for different and higher value-added tire-derived products (TDP) by providing an incentive to use (at least five percent) recycled tire rubber (crumb rubber) to partially replace virgin rubber, plastic, or other raw material (also referred to as "feedstock conversion") and to increase sales of products that already contain crumb rubber.

To implement the TIP and further develop a sustainable and diversified market for recycled waste tires, the Department of Resources Recycling and Recovery (CalRecycle) uses a coordinated approach with three components: financial incentives provided by the TIP grant; TIP development and initial feedstock conversion prospect identification provided by Louis Berger under the Tire-Derived Products Business Assistance contract and by Leidos under the Tire Outreach and Market Analysis contract; and feedstock conversion technical assistance and material testing services, which is the subject of this Scope of Work (SOW). This SOW includes technical assistance for TIP eligible manufacturers that desire to implement feedstock conversion of products. This SOW also provides material testing services to support the TIP grant by ensuring consistent quality crumb rubber is used.

The Contractor shall identify and qualify rubber product manufacturers, rubber compounders, calendered rubber manufacturers, and plastic product manufacturers (manufacturers) using TIP eligibility criteria and, if necessary, prioritize assistance based on potential volume and value-added use of crumb rubber.

The Contractor shall identify and qualify waste tire processors that demonstrate the ability to produce crumb rubber to specifications and in sufficient quantities for use in the contract. The Contractor shall coordinate appropriate engineering, manufacturing, testing, and certification resources to formulate the optimum mix/size (mesh) of crumb rubber, provide technical assistance to ensure the **timely** production and sale of the TDPs, and provide appropriate reports regarding contract activities and results.

The Contractor shall also provide for material testing services as necessary to support the TIP. These services shall include on-site sampling and laboratory testing of crumb rubber to ensure appropriate mesh size and particle distribution; identifying contaminants; quantifying the percentage of natural rubber; and performing appropriate quality assurance and quality control checks.

Contract Budget

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

Subject to availability of funds and approval by CalRecycle, there is a current maximum budget of \$750,000. CalRecycle reserves the right to amend the budget for this Contract 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.

Liquidated Damages

The selected Contractor, to receive award of this Contract, will be subject to liquidated damages if required deliverables (i.e., reports) are not submitted by the due date(s) outlined in the Scope of Work. See Section II, Commitment, *Special Terms and Conditions* for additional information.

Contract Term

The term of this Contract will span approximately **33** months and is expected to begin in June 2015. CalRecycle reserves the right to amend the term of this Contract as needs arise.

Process Type

Request for Proposal (RFP) (Secondary Method).

Process Schedule

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

Advertisement Date	April 3, 2015
Written Questions Due by 5:00 pm	April 17, 2015
Submittals Due by 2:00 pm	May 7, 2015
Post Notice of Intent to Award	May 19, 2015

Section II Rules and Conditions

Introduction

There are conditions that this RFP, submitting Proposers, proposals and resulting Contracts 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 www.calrecycle.ca.gov/Contracts/Forms/SpeTermsCond.pdf
- General Terms and Conditions (GTCs) available for viewing at www.ols.dgs.ca.gov/Standard+Language.
- Contractor Certification Clauses (CCCs) available for viewing at www.ols.dgs.ca.gov/Standard+Language.

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

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

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

The Proposer receiving award of this Contract will be required to comply with the following.

Any information obtained or produced during the course of the Contract will be made available to CalRecycle. The Contractor and CalRecycle understand that each party may come into possession of information and/or data that may be deemed confidential, proprietary, or trade secret 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 (PRA), commencing

with Government Code Section 6250, or the Public Contract Code (PCC). All information or data furnished by Contractor believed by the Contractor to be confidential, proprietary, or trade secret must be designated in writing as such by the Contractor. CalRecycle will maintain such information or data as confidential, proprietary, or trade secret to the extent that such information or data is exempt from disclosure under the California PRA, the PCC and Title 14 of the California Code of Regulations, sections 17041-17046. Contractor agrees to limit access to all confidential, proprietary, and trade secret documents, information and data furnished to it in the course of this Contract to those individuals whose work on this Contract requires such access. Each of Contractor's employees and each of Contractor's subcontractors and the subcontractors' employees who will have access to any confidential, proprietary, or trade secret documents, information and/or data must execute a confidentiality agreement with Contractor. Contractor must also enter into optional separate confidentiality agreements with the companies to whom it will provide services under this Contract (see Attachments K and L). Upon completion or termination of the Contract, all originals and copies of any confidential, proprietary, or trade secret documents and/or data furnished to the Contractor in the course of this Contract will be returned to the CalRecycle Contract Manager. Contractor may retain copies of aggregations prepared from confidential or proprietary documents, information and/or data, but must ensure that the parties from whom the information or data originated is not identifiable.

Any information in the proposal that qualifies as confidential, proprietary, or trade secret under the PRA or the PCC and is thus exempt from disclosure under those statutes must so be marked by the proposer prior to submission to CalRecycle. Any claims of confidentiality or trade secret(s) except as to information that qualifies as such under the PRA or PCC may result in disqualification and will not keep that document from being released after Notice of Intent to Award as part of the public record, unless a court has ordered the State not to release the document. CalRecycle will hold information in the proposal deemed confidential, proprietary, or trade secret by the proposer to the extent allowable by the PRA and the PCC.

Written Questions

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

Addenda

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

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

Modification of Submittals

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

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

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

Errors in Submittals

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

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

Unreliable List

Any contractor or subcontractor currently on CalRecycle Unreliable list, is ineligible to apply for or participate in this contract.

Electronic Waste Recycling

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

Use Tax

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

Small Business (SB) Preference

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

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

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

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

For evaluation purposes only, the State shall apply a preference to bids that propose California certified SB participation as identified on Attachment D, Bidder Declaration (GSPD-05-105), and confirmed by the State.

For award based on high score, the preference is applied by calculating the "earned" score for all proposers: If the highest scored proposal is from a non-certified small business then:

1. Calculate five percent (5%) of the highest responsible proposer's total score.
2. Add the amount calculated above to the score of each of the proposer's eligible for the SB preference. This new amount is the total score.

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

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

If the Proposer makes a commitment to achieve small business participation, then the Proposer, if awarded this contract, must within 60 days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved (Govt. Code § 14841). Refer to Attachment E 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 3% of the total contract services to a California Certified DVBE, will receive an incentive. Certification must be provided by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS).

The level of participation will dictate the level of incentive applicable and as is shown below:

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

CalRecycle will apply the incentive as follows:

The incentive is applied during the evaluation process and is only applied for responsive bids from responsible bidders proposing the percentage(s) of DVBE participation for the incentive(s) specified above. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on Attachment D, Bidder Declaration (GSPD-05-105), and confirmed by the State.

For award based on high score, the incentive is applied by calculating the "earned" score for all bidders:

1. Calculate five percent (5%) of the highest responsible proposer's total score.
2. Add the amount calculated above to the score of each of the proposer's eligible for the DVBE incentive according to the participation levels. This new amount is the total score.

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

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

Subcontractors

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

If awarded the Contract, the contractor **must** use all of the SB and DVBE firms identified on the Small Business/DVBE Participation Summary.

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

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

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

Recycled-Content Certification

The Proposer receiving award of this Contract will be required to report all State Agency Buy Recycled Campaign (SABRC) reportable purchases and the recycled content of those purchases. Attachment J (CalRecycle 74C) is required to be submitted with each invoice or annually as determined by the CalRecycle Contract Manager.

Payments to the Contractor

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

Equipment and Software Purchases

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

Section III Proposal Submittal Requirements

Introduction

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

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

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

Deadline

The proposal package must be received by CalRecycle, at the address listed in Section I, Overview by 2:00 p.m. on May 7, 2015.

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

Addressing

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

Number of Copies

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

- One original, non-bound hard copy marked "Original"
- Three {3} bound, hard copies marked "Copy"
- One electronic copy on disc or compact disc viewable by Adobe Acrobat Reader. Entire proposal, including any attachments, must be saved as a single document.

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

Document Printing

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

Cover Letter

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

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

Table of Contents

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

Summary

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

Methodology

The proposal must include a Work Plan describing the methods to be employed to accomplish the contract activities described in Section VI *Description of Work*. The methodology must be described in sufficient detail to allow CalRecycle staff to evaluate the methods and must address all tasks and items in the Scope of Work. The description should include not only what work will be performed, but how it will be performed.

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

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

In addition, CalRecycle has prepared three scenarios describing prospects for feedstock conversion assistance under Task 3 of the contract. The Proposer must provide detailed responses in the Work Plan, titled *Response to Scenario A, B, or C*, as appropriate, for each scenario describing how your team would analyze the situation, identify appropriate assistance and describe any other considerations. Each scenario response must, at a minimum, address the questions and issues described at the end of each scenario. Provide a detailed budget breakdown for each scenario, titled *Cost Sheet for Scenario A, B or C* (Attachments B.1 - B.3), as appropriate. To the extent possible the personnel rates must fit within the categories prefilled on Attachments B.1 – B.3. Other personnel rates are only to be used where necessary to fulfill the scenario objectives and where the prefilled categories are insufficient. These scenarios will enable CalRecycle to compare the budgets and proposals of all proposers to each other, based on the same facts. These scenarios are within the range of technical assistance activities to be expected in Task 3, but are bigger than the average activity anticipated.

Scenarios

The Proposer must provide detailed responses to each scenario, as described in the preceding section, Methodology. The responses must include a detailed budget for each scenario, as described in the preceding section, Methodology, and as described below, see Cost Breakdown and Attachments B.1 - B.3.

Scenario A

Whole Products is a 15 year old profitable company with annual sales of \$10 million. The company produces and sells rubber building products. The company is interested in reducing its cost of goods sold to be more price competitive in the marketplace. The company would also like to be more “green.” However, the company is concerned that using recycled material might reduce the product performance and damage its reputation. The company has 13 products (10 are flooring or underlayment of varying thicknesses and 3 are baseboards) which may be able to use 7% - 100% of 10 – 30 mesh crumb rubber, depending on the product.

Describe how you would: identify the potential crumb rubber usage and appropriate mesh size; identify the appropriate technical assistance (product sample production, applicable [ASTM and/or alternative] testing and certifications) and corresponding budget; and prioritize the 13 products. Provide an activity plan and budget for the top 8 products for Whole Products. Describe how you would implement the activity plan and provide an appropriate timeline. Identify 3 benefits that can be communicated to Whole Products to assist in their decision to use crumb rubber.

Scenario B

Custom Production is a 35 year old profitable company with sales of \$40 million per year. The company produces a variety of thermoplastic elastomer products for it to sell as well as on a contract basis for other companies to sell. The company has written authorization from 6 companies to use an appropriate amount of crumb rubber in a total of 14 products which are currently produced with virgin material. The products may be able to substitute 7% - 20% of the rubber portion with crumb rubber of 50 mesh or finer, depending on the product and performance specifications. Because of the nature of the production process, a higher natural rubber content crumb rubber may be preferred. It is essential that performance of the products using crumb rubber be equal or better than those using virgin materials.

Describe how you would: identify the potential crumb rubber usage, appropriate mesh size and original source of the rubber; identify the appropriate technical assistance (product sample production, applicable [ASTM and/or alternative] testing and certifications) and corresponding budget; and prioritize the 14 products. Provide an activity plan and budget for the top 10 products for Custom Production. Describe how you would implement the activity plan and provide an appropriate timeline. What are other important considerations with thermoplastic elastomers? Identify 3 benefits that can be communicated to Custom Production to assist in their decision to use crumb rubber.

Scenario C

Superior Roofing is a 55 year old company with sales of \$75 million per year that produces a variety of asphalt roofing and coating products. The company is interested in reducing its cost of goods sold and being more "green." It may be able to use 5% - 15% of 30 mesh and/or finer crumb rubber in 12 products. Many of its products have a 25 or 50 year, of "lifetime" performance guarantee. It is essential that product performance (especially longevity) be equal or better than those not using crumb rubber.

Describe how you would: identify the potential crumb rubber usage, appropriate mesh size and original source of the rubber; identify the appropriate technical assistance (product sample production, applicable [ASTM and/or alternative] testing and certifications) and corresponding budget; and prioritize the 12 products. Provide an activity plan and budget for the top 9 products for Custom Productions. Describe how you would implement the activity plan and provide an appropriate timeline. What are other important considerations and unique aspects of using crumb rubber in an asphalt roofing or coating product? Identify three benefits that can be communicated to Superior Roofing to assist in their decision to use crumb rubber.

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

As demonstrated by resumes and references, the prospective contractor and any subcontractors must have the experience, qualifications, and resources to perform the required tasks of the project.

As demonstrated by resumes and references, members of the Contractor's team must be highly knowledgeable regarding business processes, marketing, and rubber product manufacturing. They must also possess a comprehensive understanding of material flow and markets for tire-derived products in California, especially feedstock conversion. The prime Contractor must possess a minimum of five years of professional consulting experience working in either solid waste management or the California waste tire industry.

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

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

The prospective Contractor and any subcontractors must provide evidence of the ability to manufacture product test samples and perform all appropriate testing and certifications contemplated in the Scope of Work.

References

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

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

Samples of Written Work

The Proposer's team must include three separate copies of verifiable written work that is similar in nature to the proposed project and deliverables. The samples of written work should demonstrate how the Proposer's team possess the qualifications and resources noted in that section.

Contractor Eligibility

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

Qualification/Licenses

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

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

Target Area Contract Preference Act (TACPA)

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

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

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

The form may be downloaded at www.CalRecycle.ca.gov/contracts/forms.

Maximum Combined Preferences and Rules for Award

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

Evaluation

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

Cost Breakdown

The cost breakdown must specify the total cost and include detailed project costs, as required in Attachment B, Cost Proposal Sheet. The awarded proposer's invoices must be itemized as shown in the submitted Cost Proposal Sheet.

Attachment A, Personnel Rate Sheet, Attachment B, Cost Proposal Sheet, and Attachments B.1 – B.3 Cost Sheets for Scenarios A, B, and C, must be completed. Failure to complete and include these Attachments will be grounds for immediate disqualification. Transfer the information in Column F of the Personnel Rate Sheet to Column 3 of the Cost Proposal Sheet and to Personnel Services or Tests column of each Cost Sheet for Scenarios A, B, and C. The personnel and test rates for Tasks 3 and 4, listed in the prefilled categories, must be the same on Attachment A and Attachments B.1-B.3. See the Table on page 14 for descriptions of the prefilled personnel categories.

The subcontractor commitments must be identified, by each task and dollar amount, and included in the Cost Proposal Sheet and Cost Sheets for the Scenarios.

If typical industry practice for certain services is to provide services on a fixed fee basis (e.g. material testing), it is acceptable to list fixed fees for select services in lieu of hourly rates. However they must be firm fees to which the contractor or any subcontractors will be contractually bound. A crumb rubber particle size test is specified on the Cost Sheets for Scenarios A, B, and C – that test must be listed as fixed fees per test.

With the exception of travel expenses, the cost of food and beverage purchases is not reimbursable. All travel must be itemized in the Cost Proposal Sheet (Attachment B), under Column 6, for travel occurring during the performance of Tasks 1, 2, and 5. Do not include travel costs on the Cost Sheets for the Scenarios. For further travel information read the following section, Travel and Per Diem.

The costs identified in the Cost Proposal Sheet, should take into consideration the length of the contract, rise in salaries, and overhead costs.

If the prime contractor marks up work performed by any subcontractor, it must be made clear in the Personnel Rate Sheet which work will be marked up and by how much.

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

Failure to include on the Cost Proposal Sheet budgeted costs for all tasks included in the Scope of Work, except for Task 3, will be grounds for disqualification.

The Personnel Rate Sheet, Cost Proposal Sheet, and Cost Sheets for the Scenarios are self-contained documents 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) must be included. Reference by incorporation to the proposal is not acceptable.

The rates identified in Attachment A and Attachments B.1 - B.3, and the amounts identified in Attachment B may not be changed and will remain in effect for the life of the Contract.

Travel and Per Diem

- 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.
 - Napa, Riverside, and Sacramento Counties
 - Actual lodging expense, supported by a receipt, up to \$95 per night, plus tax.
 - Los Angeles, Orange, and Ventura Counties and Edwards Air Force Base, excluding the city of Santa Monica:
 - Actual lodging expense, supported by a receipt, up to \$120 per night, plus tax.
 - Alameda, Monterey, San Diego, San Mateo and Santa Clara Counties:
 - Actual lodging expense, supported by a receipt, up to \$125 per night, plus tax.
 - San Francisco County and the City of Santa Monica:
 - Actual lodging expense, supported by a receipt, up to \$150 per night, plus tax.
- 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 individually and/or as a team review, evaluate and numerically score all proposals passing the Pre-Qualification Evaluation, utilizing the following scoring system to assign points. Following this chart is a list of the considerations that the Selection Committee may take into account when assigning individual points to a technical proposal.

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

In assigning points for individual rating factors, the Selection Committee 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 in any weaknesses, defect or deficiencies, and or
3. Demonstrates that the Proposer understands CalRecycle's needs, the services sought, and/or the contractor's responsibilities, and/or
4. Illustrates the Proposer's capability to perform all services and meet all scope of work requirements, and/or
5. If implemented, will contribute to the achievement of CalRecycle's goals and objectives, and/or
6. Demonstrates the Proposer's capacity and/or commitment to exceed regular services.

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

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

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

<u>Rating Category</u>	<u>Points</u>
Experience	15
Methodology	27
GRAND TOTAL	42

- 2) CalRecycle will consider a proposal technically deficient and non-responsible if the proposal earns a score that is less than 11 points in the Experience Category or 20 points in the Methodology Category.

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

Proposal Cost Determination

The total proposal cost shall be determined by adding the Grand Total from the Proposal Cost Sheet (Attachment B) and total generated by multiplying the hourly rates and per test rates from Cost Sheets for Scenarios (Attachments B1 – B3) by the assumed number of hours and assumed number of tests in the following chart:

Personnel Role or Test	Estimated Hours	Rate from Cost Sheets For Scenarios	Totals
Project Management Rate (individual that is responsible for the overall performance of all tasks/activities under the contract)	750 hours	From Attachments B1 – B3	
Manufacturer Technical Assistance Management Rate (individual that is directly responsible/accountable for preparing and ensuring appropriate execution of manufacturer activity plans)	1050 hours	From Attachments B1 – B3	
Project Coordinator Rate (individual responsible for specific projects within the contract)	250 hours	From Attachments B1-B3	
Administrative Support Rate (individual[s] responsible for clerical/administrative support)	400 hours	From Attachments B1 – B3	
Testing Personnel (individual[s] responsible for performing tests other than when performing a test priced on a per test basis)	500 hours	From Attachments B1 – B3	
Crumb Rubber Particle Size and Particle Size Distribution Test , per ASTM D5644/D5603	300 Tests	From Attachments B1 – B3	
			The sum of the totals in this column will be added to the Grand Total from the Proposal Cost Sheet to determine the Total Proposal Cost.

The Grand Total from the Proposal Cost Sheet represents a fixed price for Tasks 1, 2, and 5. The per hour and per test rates used in the scenarios will be the rates for work performed under Tasks 3 and 4. The numbers of hours and

tests used in this section are estimates for bid purposes only and may differ from the actual numbers required to complete Tasks 3 and 4.

The total proposal cost determined by the above formula will be the basis for the award of Cost Points.

Cost Points

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

- 1) Lowest cost proposal is awarded the maximum cost points.
- 2) Other proposals are awarded cost points based on the following calculation:
Other Proposer's Cost Points = (factor*) X maximum cost points
* factor is the Lowest Proposer's cost divided by Other Proposer's cost

EXAMPLE

Lowest Proposer's cost = \$10
Other Proposer's cost = \$12
Maximum cost points = 30 cost points
factor = \$10 ÷ \$12 = .83
Cost Points Calculation for Other Proposer's Cost
.83 X 30 cost points = 25 cost points
Final Cost Points Awarded
Lowest cost proposal receives 30 cost points
Other cost proposal receives 25 cost points

Grounds for Rejection

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

Additionally, a proposal may be rejected if:

- It is received after the due date and time for submittal
- The cost submittal is unsigned
- The proposal cost is not prepared as required by the RFP
- The 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 Contract

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

In the event of a tie, CalRecycle may utilize a 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 a Contract.

Notice of Intent to Award

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

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

Rejection of Award

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

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

Protest of Award

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

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

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

The protest documents should be sent via registered mail to the following parties:

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

CalRecycle
Attn; Contracts Unit
1001 I Street, MS-19A
Sacramento, CA 95814
Fax (916) 319-7345
Email contracts@CalRecycle.ca.gov

Section VI Description of Work

Work to be Performed

The Contractor shall identify TIP eligible manufacturers and products, provide appropriate technical assistance and resources to successfully facilitate feedstock conversion of products, and provide for material testing services as necessary to support the TIP. The Contractor may assemble a team of technical experts from a variety of disciplines in order to effectively execute the contract. The Contractor is responsible and accountable for all aspects of the contract, including the timely performance of any subcontractors.

Tasks Identified

Task 1: Develop Project Work Plan

The Contractor shall prepare a detailed project work plan, schedule, and budget for the contract activities as described in Tasks 2 through 5 below. The project work plan must be approved by the Contract Manager prior to commencing work on Tasks 2 through 5 and may be revised only with the Contract Manager's approval.

Task 2: Identify Prospective Manufacturers, Conduct Marketing Outreach, Develop Individual Manufacturer Activity Plans and Budgets for Participating Manufacturers, and Qualify Processors to Provide Crumb Rubber

- A. The Contractor shall research and identify prospective California manufacturers: with sales in excess of \$1 million for the previous year; that may be interested in feedstock conversion; and have products with a stable or increasing demand and that have the potential to use more than 5 percent crumb rubber. As a result of previous outreach efforts, CalRecycle may identify additional prospective manufacturers. The Contractor shall ensure that prospective manufacturers and products meet the applicant and product eligibility criteria of the [TIP grant](#) (see TIP Guidelines and Instructions). The Contractor shall prepare a prioritized list of prospective manufacturers to solicit for participation. The list shall be approved by the Contract Manager before solicitation begins.
- B. The Contractor shall develop marketing material to be used in discussions with prospective manufacturers regarding feedstock conversion benefits and assistance available under the contract. The Contractor shall coordinate and execute meetings with prospective manufacturers (previously approved by CalRecycle) to: confirm their eligibility, solicit their interest in feedstock conversion through this contract, and secure their commitment to produce the resulting products with crumb rubber. The Contractor shall include the Contract Manager and or other CalRecycle staff in the meetings as appropriate.
- C. The Contractor shall work with qualified manufacturers to identify specific products and estimate their potential crumb rubber usage as well as to identify technical assistance needs and corresponding budget. The technical assistance proposed and corresponding budget must have a reasonable relationship to the estimated crumb rubber usage and likelihood of success as measured by the feasibility of incorporating crumb rubber into making the product and the product's marketability once that is done. Depending on the required tests and certifications (see below for a list of possible tests and certifications), a product may require anywhere from \$2,000 to \$40,000 in technical assistance, with an assumed average of \$6,500 per product. Assuming an average of three products per manufacturer, the Contractor may work with approximately 20 manufacturers. Depending on the manufacturer's business need, some tests may also need to be performed on existing products in order to compare the results and performance of the products made with crumb rubber. Tests shall be performed in accordance with appropriate American Society for Testing and Materials (ASTM) standards, or alternative methods when applicable.

The Contractor shall develop individual manufacturer activity plans and corresponding budgets for feedstock conversion technical assistance activities that are specific to individual manufacturer needs. The Contractor may need to consult technical experts for input on proposed individual manufacturer activity plans and budgets.

Possible Tests

Abrasion Resistance	Peel Adhesion	Tensile Strength
Americans with Disability Act Accessibility, Various	Playground Material, Various	Thermal Expansion
Air Leakage	Product Compression	Thermal Transmission
Air Permeance	Puncture Resistance	Toxic Characteristic Leaching Procedure
Colorant Coverage	Resistance to Hydrostatic Head	UV Durability
Compression	Resistance to Wear	UV Stability
Elongation	Slip Resistance	VOC Emissions
Emissions	Solar Reflectance Index	Water Absorption
Endurance	Stability	Water Loading
Flammability	Static Coefficient of Friction	Water Permeability
Freezing and Thawing Cycles	Static Load	Water/Moisture Vapor Transmission
Hardness	Surface Burn	Other
Impact Attenuation	Surface Friction	
Material Density	Tear Strength	

Possible Certifications:

- International Play Equipment Manufacturers Association (IPEMA)
- Leadership in Energy and Environmental Design (LEED)
- Made in USA

- D. The Contractor shall provide the Contract Manager a summary report of the individual manufacturer activity plans and budgets for the proposed qualified manufacturers that includes detailed product information, proposed technical assistance, and line item budgeted amounts. In the summary report, the Contractor shall include a proposed process to prioritize the manufacturers to be assisted.

The Contract Manager, in consultation with other CalRecycle staff, will review the summary report to ensure the proposed individual manufacturer activity plans and budgets are reasonable and the products selected have a likelihood of success. The Contract Manager will determine the final list of manufacturers to be assisted. The final list of manufacturers to be assisted, along with the summary report and individual technical assistance budgets, will be amended to this agreement. The Contractor shall not begin Task 3 or perform any technical assistance under any individual manufacturer activity plan until the summary report and final list of manufacturers to be assisted is approved in writing by the Contract Manager and the amendment to this agreement is finalized and approved by the Department of General Services.

- E. The Contractor shall work with California waste tire processors to identify and qualify those who are willing and able to produce sufficient crumb rubber to specifications from only California-generated waste tires. The Contractor shall require waste tire processors providing crumb rubber to sign a California Waste Tire Processor Letter similar to that used in the TIP grant. The Contract Manager will provide a sample letter that can be used.

In order to ensure that a processor can consistently produce crumb rubber to specifications, the Contractor shall perform on-site sampling and laboratory testing on at least two different dates (including at least three different samples on each date) to: perform sieves analysis to determine particle size and distribution (consistent with ASTM D5644 and ASTM D5603, as appropriate); determine the type and amount of contaminants; and the natural rubber content. Assume three processors each from Northern California and Southern California. Depending on the circumstances and business need, the Contractor may also need to analyze the crumb rubber surface morphology and perform other tests.

The Contractor shall perform appropriate quality assurance and quality control checks and obtain from each processor a crumb rubber Material Safety Data Sheet. Only processors that can consistently produce crumb rubber material to specifications and in sufficient quantity, as determined by the Contractor, will be used to provide material for this contract.

Task 3: Work with Manufacturers to Execute Individual Manufacturer Activity Plans

- A. The Contractor shall engage with approved manufacturers to execute the individual manufacturer activity plans. The Contractor shall perform necessary specialized technical services including, but not limited to, engineering, manufacturing, testing, and certification. The types of activities include, but are not limited to: working with the manufacturers to formulate the optimum mix (percentage crumb rubber and particle size distribution) to maintain or enhance product performance characteristics; perform appropriate performance and properties tests on the product; and provide or obtain applicable certifications. The Contractor shall coordinate the **timely** completion of the individual manufacturer activity plans to ensure production of TDPs by the participating manufacturers.
- B. The Contractor shall also provide other technical assistance, per the individual manufacturer activity plans; to assist in the resolution of production impediments or other concerns that hinder the manufacturer's timely production and sale of the TDPs. The Contractor shall **not** provide assistance to manufacturers regarding marketing, web site design, and actual product sales. The Contractor shall assist in the documentation and reporting of product sales that verify feedstock conversion.

Task 4: Crumb Rubber Material Testing

- A. The Contractor shall provide for any necessary crumb rubber material testing to support execution of individual manufacturer activity plans for feedstock conversion and production of TDPs. The Contractor shall also provide necessary material testing to support the TIP grant program. CalRecycle estimates 7 TIP participants from July 2015, through September 2015, and 16 – 24 TIP participants from October 2015, through March 2018.
- B. Crumb rubber material testing services include, but are not limited to,
 - 1. On-site sampling at processor facilities;
 - 2. Shipment of samples from manufacturer's facilities; and
 - 3. Laboratory testing of crumb rubber to ensure appropriate mesh size and particle distribution; identifying contaminants; and performing appropriate quality assurance and quality control checks. Particle size and particle distribution testing will be consistent with ASTM D5644 and ASTM D5603, as appropriate. Assume three processors each from Northern California and Southern California. CalRecycle understands that crumb rubber specifications may vary depending on a variety of factors. For this proposal, assume that half of the samples have the same crumb rubber

specification. Depending on the circumstances and business need, the Contractor may also need to analyze the crumb rubber surface morphology and perform other tests.

- C. For the feedstock conversion technical assistance, the number of on-site sampling and laboratory tests may vary depending on the product and formulation results, but are estimated at three samples (one at the processor and two at the manufacturing facilities) for each manufacturer (assuming similar crumb rubber specifications). This may be reduced if product formulation occurs at a limited number of manufacturing facilities. The Contractor may arrange for the manufacturer to collect and ship samples to be tested.
- D. For support of the TIP, the number of on-site sampling and laboratory testing may vary depending on product production requirements and delivery schedule, but are estimated at one sample at the processor and two samples from the manufacturer every six months. The manufacturer sample frequency will increase for TIP manufacturers using and claiming an incentive for fine (≤ 50) mesh crumb rubber. The Contractor shall forward testing results to the Contract Manager as part of the monthly reporting.

Task 5: Reporting

- A. The Contractor shall provide Monthly Reports and a Final Report to the Contract Manager covering contract activity. The Monthly Reports shall include, but are not limited to: tasks (broken down by manufacturer and product); sub-tasks; total budget; previously billed amount, current month billing; amount remaining; summary of activity completed; anticipated next steps; and significant issues or potential impediments and proposed/recommended resolution. The Monthly Report shall include: copies of completed tests; certifications; and digital photographs (before and after) of completed products. Confidential and proprietary information appropriately labeled will be considered a "trade secret" consistent with Public Resource Code 40062.
- B. The Contractor shall provide a draft Final Report by February 1, 2018, and a Final Report incorporating any CalRecycle comments by March 1, 2018. The Final Report shall include, but not limited to: a summary of the contract activity; a summary by manufacturer of the products; the aggregated anticipated usage of crumb rubber and projected annual sales of all products; challenges and how they were overcome; suggestions for future assistance activity; the ability to replicate for other similar products; and four successful case studies. The draft Final Report will be reviewed by the Contract Manager and other CalRecycle staff who will provide comments or questions that shall be addressed or incorporated into the subsequent draft of the report. Any requested changes shall be completed by the Contractor and resubmitted to the Contractor Manager for final approval. Only when all revisions are made and approved by the Contract Manager will the report be deemed final.
- C. The Contractor shall present a summary of the contract activity and results at a CalRecycle meeting or workshop.
- D. 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 <http://www.calrecycle.ca.gov/Publications/pubguide/> and must be reviewed by a technical editor of the Contractor's choice to assure that the reports comply with CalRecycle's Guidelines, after which they shall be submitted to and reviewed by the Contractor Manager in consultation with the CalRecycle editor.
- E. The Contractor is encouraged to consult with the CalRecycle Contract Manager and CalRecycle editorial staff early in the development process to ensure deliverable requirements are clearly understood and to minimize the need for revisions.

Contract/Task Time Frame

The contract is scheduled to begin in June 2015, and expected to end March 30, 2018. The table below reflects the estimated contract task/time frame.

Task	Deliverable(s)	Timeframe
Task 1: Develop Work Plan	Work Plan	June – July 2015
Task 2: Identify Prospective Manufacturers, Conduct Marketing Outreach, Develop Individual Manufacturer Activity Plans and Budgets for Participating Manufacturers, and Qualify Processors to Provide Crumb Rubber	A. Prospect list. B. Marketing material, execution of meetings with potential manufacturers. C. Individual manufacturer activity plans and corresponding budgets, Summary Report, and technical assistance priority process. D. Summary Report, prioritized list of prospective manufacturers. E. List of qualified processors and testing results.	A. July – September 2015 B. August – October 2015 C. October – November 2015 D. October – November 2015 E. January – April 2016
Task 3: Work with Manufacturers to Execute Individual Manufacturer Activity Plans	Activity summarized in monthly progress reports	Included with monthly reports.
Task 4: Crumb Rubber Material Testing	Test result reports	Included with monthly reports.
Task 5: Reporting	Monthly Progress Reports, Draft Final Report, Final Report	Monthly, starting July 2015. Draft Final Report by February 1, 2018. Final Report by March 1, 2018.

Location of Services

Services will be provided state-wide. The Contractor and any assigned subcontractors will need to visit businesses in Southern California to provide assistance. The location for meetings with the Contract Manager will be determined by the Contract Manager; the majority of meetings will be held via teleconference, at the Sacramento Environmental Protection Agency Headquarters (1001 I Street, Sacramento, CA 95814), or by other appropriate means such as webinar.

All product formulation, manufacturing product test samples, testing and certification shall be performed in California, unless the testing and/or certifications are of such a specialized nature (or there is another strong business reason) that they cannot be appropriately performed in California. CalRecycle Contract Manager preapproval is required for any testing and/or certification to be performed outside of California.

Control of Work

1. 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
 - Compensation for services provided by the Contractor

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

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

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

Product Development and Intellectual Property

New product development and associated testing are not eligible activities for manufacturer technical assistance under this contract. With regard to feedstock conversion, if the recipe for a product is begin changed to replace an ingredient with recycled rubber, that would not be considered product development, and testing to meet standards or other tests to facilitate marketability would be appropriate. If a manufacturer wants to create a new product using recycled rubber, that would be considered product development, raising questions of intellectual property ownership, and would not be eligible for assistance under this contract.

Section VII Definition and Terms

General

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

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

Abbreviations

ADA	Americans with Disabilities Act
CAL EPA	California Environmental Protection Agency
CalRecycle	Department of Resources Recycling and Recovery
CCR	California Code of Regulations
DVBE	Disabled Veteran Business Enterprise
EPA	Environmental Protection Agency (Federal Government)
GC	Government Code
PCC	Public Contract Code
RFP	Request for Proposals
SB	Small Business
SOW	Scope of Work
OSDS	The Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS)

Cal EPA

The California Environmental Protection Agency

CalRecycle Staff

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

Consultant

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

Contract

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

Contract Manager

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

Contractor

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

Director

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

Disabled Veteran Business Enterprise (DVBE Certified)

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

Legal Holiday

Those days designated as State holidays in the Government Code.

Project Manager

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

Scope of Work

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

Small Business (Certified)

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

State

The State of California.

State Contract Law

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

Subcontractor

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

Attachments

Personnel Rate Sheet
Feedstock Conversion Technical Assistance and Material Testing Services
DRR14019

Contractor/Company Name: _____

Complete this form and submit the original in accordance with the requirements of this RFP. Identify line item costs for each of the Proposer's team members. These will be the team members whose services will be utilized throughout the term of the Agreement. All subcontractors must be identified in **Column A** (identify with an X) and any corresponding subcontractor markups (amount primary contract marks up subcontractor rates) shown in **Column E**. Hourly rates identified on the Personnel Rate Sheet shall remain in effect throughout the term of the Agreement. The total hourly rate as specified in **Column F** must be used in preparing the Cost Proposal Sheet (Attachment B) or the Cost Sheets for Scenarios (Attachments B.1 – B.3). Costs for the three listed categories for Task 3 and 4 must be fixed rates for all work performed across those tasks. Add additional rows as needed.

Column A	Column B	Column C	Column D	Column E	Column F
Sub Contractor	Personnel Services: (Do not include travel or overhead here) List the name, classification/title, and hourly rate of the contractor and all subcontractors that will make up the proposer's team.	Fringe Benefits Identify fringe benefits citing actual benefits per hour for each classification/title or as a percentage of personal services costs if included in the hourly rate	Overhead Identify the overhead per hour for each classification/title or as a percentage of personal services costs if included in hourly rate	Subcontractor Markup Identify markup for each classification/title in cost per hour or as a percentage of personal services costs if included in the hourly rate	TOTAL HOURLY RATE By Classification/ Title (Use totals from this column to complete Column 2 on the Proposal Cost Sheet)
Mark X only if Sub Contractor	Name and Classification/Title \$/Hr	\$/Hr or %	\$/Hr or %	\$/Hr or %	\$/Hr
	Project Management Rate for Tasks 3 and 4*				
	Manufacturer Technical Assistance Management Rate for Task 3 and 4*				
	Project Coordinator Rate for Tasks 3 and 4*				
	Administrative Support for Tasks 3 and 4*				
	Testing Personnel (other than when performing a test priced on a per test basis) for Tasks 3 and 4				

*Services provided shall be consistent with the personnel category descriptions in the Proposal Cost Determination table on page 14.

Acknowledgement/Authorization

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

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.

Name & Title of Authorized Representative:

Contractor Name:

Address:

Telephone #:

City, State Zip:

Email:

Signature of Authorized Representative:

Date Signed:

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

**Cost Proposal Sheet
Feedstock Conversion Technical Assistance and Material Testing Services
DRR14019**

Complete this form and submit the original in accordance with the requirements of this RFP. Except for Tasks 3 and 4, provide a description of the tasks to be performed (based on your methodology), identify the team members whose services will be utilized in completing the specified task, identify the hourly rates using the Total Hourly Rates (**Column F**) identified on the Personnel Rate Sheet (Attachment A), identify the hours of service to be provided by each team member for the specified task description. Add additional rows as necessary. Do not include proposed work for Tasks 3 and 4 on this sheet - instead the work for Tasks 3 and 4 will be estimated based on the Cost Sheets for Scenarios A, B, and C (Attachments B.1 – B-3).

Contractor/Company Name: _____

Column 1	Column 2	Column 3				Column 4	Column 5	Column 6	Column 7	Column 8
Task #	Detailed Description of Services to be Provided: Description of services to be provided by each person listed in Column 3	Personnel Services: Include name/position title, hourly rate from column F of Attachment A (Personnel Rate Sheet) and estimated number of hours to complete services for all tasks. Name/Position \$/Hr Hrs Total \$				Operating Expenses Include description and cost of operating expenses related to the services detailed in Column 2, including supplies, as applicable. If not tied to a particular person, place in a separate row.	Equipment Costs Include description and cost of equipment related to the services described in Column 2. If not tied to a particular person, place in a separate row.	Travel Costs Include description and cost of travel related to services described in Column 2. If not tied to a particular person, place in a separate row.	Other Other costs related to services described in Column 2. If not tied to a particular person, place in a separate row.	Row Totals

Column Totals										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, and this RFP by the submitting firm and/or any subcontractors listed in the Proposal.

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

Name & Title of Authorized Representative:

Contractor Name:

Address:

Telephone #:

City, State Zip:

Email:

Signature of Authorized Representative:

Date Signed:

Cost Sheet for Scenario A
<INSERT CONTRACTOR NAME HERE>
Feedstock Conversion Technical Assistance and Material Testing Services
DRR14019

Work Description	Personnel Services or Tests:				Operating Expenses (operating expenses related to the services provided in this agreement, including rent and supplies, as applicable)	Other (any other specific breakdown required to sufficiently explain the budget costs)	Total by Row
	Estimated # of hrs needed for contract services multiplied by the classification/title rates per hr as identified in column F of the Cost Proposal Sheet (Attachment A), or Rate per Test, multiplied by the number of tests proposed for the scenario.	Name and Classification/title or Test type	\$/Hr or \$/Test	Hrs or # of Tests			
	Project Management Rate*						
	Manufacturer Technical Assistance Management Rate*						
	Project Coordinator Rate*						
	Administrative Support*						
	Testing Personnel (other than when performing a test priced on a per test basis)						
	Other Personnel						
	Crumb Rubber Particle Size Distribution Test, ASTM D5644/D5603						
	Other Test(s)						
Total by Line Item	(Sum of Column titled "Total \$")						GRAND TOTAL

*Services provided shall be consistent with the personnel category descriptions in the Proposal Cost Determination table on page 14.

Cost Sheet for Scenario B
<INSERT CONTRACTOR NAME HERE>
Feedstock Conversion Technical Assistance and Material Testing Services
DRR14019

Work Description	Personnel Services or Tests:				Operating Expenses (operating expenses related to the services provided in this agreement, including rent and supplies, as applicable)	Other (any other specific breakdown required to sufficiently explain the budget costs)	Total by Row
	Estimated # of hrs needed for contract services multiplied by the classification/title rates per hr as identified in column F of the Cost Proposal Sheet (Attachment A), or Rate per Test, multiplied by the number of tests proposed for the scenario.	Name and Classification/title or Test type	\$/Hr or \$/Test	Hrs or # of Tests			
	Project Management Rate*						
	Manufacturer Technical Assistance Management Rate*						
	Project Coordinator Rate*						
	Administrative Support*						
	Testing Personnel (other than when performing a test priced on a per test basis)						
	Other Personnel						
	Crumb Rubber Particle Size Distribution Test, ASTM D5644/D5603						
	Other Test(s)						
Total by Line Item	(Sum of Column titled "Total \$")						GRAND TOTAL

*Services provided shall be consistent with the personnel category descriptions in the Proposal Cost Determination table on page 14.

Cost Sheet for Scenario C
<INSERT CONTRACTOR NAME HERE>
Feedstock Conversion Technical Assistance and Material Testing Services
DRR14019

Work Description	Personnel Services or Tests:				Operating Expenses (operating expenses related to the services provided in this agreement, including rent and supplies, as applicable)	Other (any other specific breakdown required to sufficiently explain the budget costs)	Total by Row
	Estimated # of hrs needed for contract services multiplied by the classification/title rates per hr as identified in column F of the Cost Proposal Sheet (Attachment A), or Rate per Test, multiplied by the number of tests proposed for the scenario.	Name and Classification/title or Test type	\$/Hr or \$/Test	Hrs or # of Tests			
	Project Management Rate*						
	Manufacturer Technical Assistance Management Rate*						
	Project Coordinator Rate*						
	Administrative Support						
	Testing Personnel (other than when performing a test priced on a per test basis)						
	Other Personnel						
	Crumb Rubber Particle Size Distribution Test, ASTM D5644/D5603						
	Other Test(s)						
Total by Line Item	(Sum of Column titled "Total \$")						GRAND TOTAL

*Services provided shall be consistent with the personnel category descriptions in the Proposal Cost Determination table on page 14.

Proposal Scoring Sheet
Feedstock Conversion Technical Assistance and Material Testing Services
DRR14019

Contractor/Company Name: _____

Proposers must score a minimum of 73 percent of the possible points in each of the Experience and Methodology categories (i.e. a minimum of 11 and 20 points, respectively) in order to qualify for further consideration.

EXPERIENCE (Max 15 points) (Min 11 points to qualify)	POINTS POSSIBLE	SCORE (0-3)	MULTIPLIER	POINTS EARNED
(1) Based on the qualifications and references of key personnel, Contractor demonstrates a comprehensive understanding of business processes relevant to marketing and rubber product manufacturing and possesses knowledge of material flow and markets for tire-derived products in CA, especially feedstock conversion.	9		x 3	
(2) Contractor and principal members of consulting team possess sufficient relevant professional consulting experience working with solid waste management or the California waste tire industry.	6		x 2	
METHODOLOGY (Max 27 points) (Min 20 points to qualify)	POINTS POSSIBLE	SCORE (0-3)	MULTIPLIER	POINTS EARNED
(4) Contractor describes how the work plan details the contract activities in Tasks 2 through 5 and provides a schedule for implementation. [Assign 1 point or 0 points if the Proposer only restates or paraphrases information in the RFP.]	3		x 1	
(5A) Contractor identifies how they will prospect manufacturers with sales in excess of \$1 million for the previous year interested in feedstock conversion and have products with a stable or increasing demand to use more than 5 percent crumb rubber.	3		x 1	
(5B) Contractor describes how marketing material will be developed for discussions with prospective manufacturers regarding feedstock conversion benefits and demonstrates any assistance provided under the contract.	3		x 1	
(5C) Contractor identifies how individual manufacturer activity plans will be developed and describes how work will be done with qualified manufacturers to identify specific products and their estimation of crumb rubber usage as well as technical assistance needs and corresponding budget	3		x 1	
(6A) Contractor describes how the individual manufacturer activity plans will address technical services including but not limited to engineering, manufacturing, testing and certification.	3		x 1	

(6B) Contractor describes the specific activities they will perform working with the manufacturers to formulate the optimum mix (percentage of crumb rubber and particle size distribution) to maintain or enhance product performance characteristics and perform appropriate performance and properties test on the product with appropriate certifications.	3		x 1	
(7) Contractor demonstrates how they will provide crumb rubber material testing to support execution of individual manufacturer activity plans for feedstock conversion and production of TDPs. Contractor also describes how they will provide necessary material testing to support the TIP grant program.	3		x 1	
(8) Contractor identifies how Monthly Reports and a Final Report will be developed and provided to the Contract Manager covering contract activities.	3		x 1	
(9) Contractor describes the specific activities and applications to provide technical assistance to manufacturers in response to Scenarios A, B, and C. All assumptions are documented and the proposed assistance meets the requirements outlined in Task 3.	3		x 1	
SUBTOTAL	42			
(10) Cost Points	18 (30% of total)			
TOTAL POINTS	60			

Bidder Declaration

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

Solicitation Number DRR14019

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 _____

b. Will subcontractors be used for this contract? Yes _____ No _____ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

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

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

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

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

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

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled “None” and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Small Business Nonprofit Veteran Service Agency (SB/NVSA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either “Yes” or “No” to identify whether subcontractors will be used for the contract. If the response is “No,” proceed to Item #1.c. If “Yes,” enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, SB/NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999(e)(2)(A) for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses. For questions regarding commercially useful function determinations made in conjunction with certification approval, contact the Department of General Services, Procurement Division, Office of Small Business and DVBE Certification (OSDC), OSDC Certification and Compliance Unit via email at: osdchelp@dgs.ca.gov

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime’s contract.

1.c. This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either “Yes” or “No.” The Military and Veterans Code Section 999.2 (b) defines “broker” or “agent” as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either “Yes” or “No” to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark “N/A” for “not applicable.”

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete “Page _____ of _____” on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the “Page _____ of _____” accordingly.

2. (continued) Column Labels

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

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

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

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

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

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

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

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

Enter “N/A” if the:

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

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

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

Read the certification at the bottom of the page and complete the “Page ___ of _____” accordingly.

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

As Contractor of record for the Department of Resources Recycling and Recovery, Contract number _____, 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: Colleen Rubens, SB/DVBE Advocate, P.O. Box 4025, Sacramento, CA 95812-4025

SB/MB/DVBE SUBCONTRACTOR INFORMATION

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

SB/DVBE SUBCONTRACTOR INFORMATION

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

Printed Name		Signature:	
Title:		Report Date:	

Darfur Contracting Act

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

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

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

OR

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

OR

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

CERTIFICATION For # 3.

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

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

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

Iran Contracting Act

(Public Contract Code sections 2202-2208)

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

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

OPTION #1 - CERTIFICATION

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

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

OPTION #2 – EXEMPTION

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

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

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

Contractor Status Form

Contractor's Name: _____ County: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Federal Employer Identification Number: _____

STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS

- Individual Limited Partnership General Partnership Corporation Other

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

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

If a Corporation, state place and date of incorporation: _____

President: _____ Vice President: _____

Secretary: _____ Treasurer: _____

Other Officer: _____ Other Officer: _____

Provide explanation if claiming Other:

SMALL BUSINESS PREFERENCE

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

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

Client References

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

BIDDER / SUBCONTRACTOR'S NAME:

REFERENCE 1			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Cost of Service	
Brief Description of Service Provided			

REFERENCE 2			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Cost of Service	
Brief Description of Service Provided			

REFERENCE 3			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Cost of Service	
Brief Description of Service Provided			

If three references cannot be provided, explain why:

STATE OF CALIFORNIA
 Department of Resources Recycling and Recovery
 CALRECYCLE 74C (Revised 1/10 for Contracts)

To be completed by Contractor	
Name of Contractor:	
Contract #::	Work Order #:

Recycled-Content Certification

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

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

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

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

I certify that the above information is true. I further certify that these environmental claims for recycled content regarding these products are consistent with the Federal Trade Commission's Environmental Marketing Guidelines in accordance with PCC 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, then recycled. For example: a newspaper that has been purchased and read, next recycled, and then used to make another product would be postconsumer material.*

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

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

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

For additional information visit www.CalRecycle.ca.gov/BuyRecycled/.

Code	Description	Minimum content requirement
Product Categories (11)		
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

Confidentiality Agreement

This Agreement is entered into this _____ day of _____, 20____, by and between _____, a _____, (the "Company") and TBD., a _____ corporation ("TBD") with respect to the following facts:

- A. TBD and its subcontractors are engaged in the business of assessing and providing assistance to businesses interested in feedstock conversion technical assistance through the Department of Resources Recycling and Recovery's ("CalRecycle") Tire Incentive Program ("Program").
- B. The Company acknowledges that TBD and its subcontractors have an existing high level of expertise in various areas related to the Company's areas of business. The Company further acknowledges that this expertise was acquired prior to execution of this Agreement.
- C. By participating in the Program, the Company has agreed to allow TBD and its subcontractors to evaluate its business operations and management practices for the purposes of preparing a business assessment report and providing approved assistance services under the Program.
- D. It is anticipated that the Company will furnish TBD certain information which is either non-public, confidential or proprietary in nature and the parties desire to protect the confidentiality of this information as appropriate.

NOW, THEREFORE, in consideration of permitting the disclosure of certain information and the promises contained herein, the parties agree as follows:

1. Limited Access/Confidentiality. TBD will keep confidential all confidential and/or proprietary information (the "Information"), and, except as otherwise permitted herein, will not disclose or use the Information in whole or in part other than in connection with providing assessment and assistance services to the Company through the Program. TBD agrees to reveal the Information only to its agents, subcontractors, representatives, attorneys or employees who need to know the Information for the purpose of completing the services agreed to under the Program, who are informed of the confidential nature of the Information and who agree to act in accordance with the terms of this Agreement by executing the concurrent Acknowledgement and Agreement.
2. Non-Competition and Limitation on Use. TBD further agrees not to use the Information, or any portion of the Information, to:
 - a. engage in any activities that directly compete with the Company;
 - b. provide advice or assistance to, or be employed or retained by, any Company, business or entity that directly competes with the Company; it is understood that TBD or its subcontractors may be employed or retained by, or provide advice or assistance to one or more of the Company's competitors, but will take care not to use the Information in the performance of those duties; it is also understood that TBD may prepare at CalRecycle's request public reports that aggregate confidential data in a manner that safeguards confidential data related to any one company.
 - c. This section shall survive any termination of this Agreement and/or the contract between TBD and CalRecycle
3. Exclusions From Limitations. TBD will not be prohibited from disclosing or using any Information which;
 - a. is or becomes generally available to the public other than as a result of a disclosure by TBD, its subcontractors, employees or agents;
 - b. was already in TBD's possession before any disclosure of the Information by the Company;
 - c. has been or is obtained by TBD from a third party (other than one acting on behalf of the Company) who TBD has no reason to believe is not lawfully in possession of the Information and who TBD has no reason to believe is in violation of any contractual, legal or fiduciary obligation to the Company with respect to the Information; or
 - d. is independently developed by TBD.
4. Other Disclosures. To the extent that TBD is required to disclose the Information pursuant to the requirements of any legal proceeding, TBD shall notify the Company and CalRecycle within one (1) business day of its knowledge of such legally required disclosure so that the Company may seek an appropriate protective order and/or waive TBD's compliance with this Agreement. Notice shall be both by telephone and in writing. In the absence of a protective order or waiver, TBD may disclose the Information if, in the written opinion of its counsel, failure to disclose such Information in any tribunal would subject TBD to liability for contempt, censure or other legal penalty or liability.
5. Destruction/Return of Documents. All drawings, programs, software, data, financial information and other written Information submitted by the Company or CalRecycle to TBD or its representatives shall be promptly returned to the Company or CalRecycle within one week of completion of the individual manufacturer activity plan governing the assessment or provision of assistance services to the Company. TBD may retain one copy of the Information for its legal records, but shall take appropriate steps to ensure that its confidentiality remains intact. TBD may also retain copies of compilations that do not specifically identify the Company or its data.

- 6. Governing Law. The Agreement shall be governed by, and construed in accordance with, the laws of the State of California.
- 7. Service of Process; Venue; Inconvenient Forum. TBD agrees that any service of any process, summons, notice or document by U.S. Postal Service registered mail to TBD's address set forth below shall be effective service of process for any action, suit or proceeding brought against TBD in any court. To the extent permitted by applicable law, TBD hereby irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement in the courts of the United States of America located in the Eastern District of the State of California, or the California Superior Courts located in the County of Sacramento, California. TBD agrees and waives, irrevocably and unconditionally, any and all rights to plead or claim that any action, suit or proceeding brought in any court within the State of California has been brought in an inconvenient forum.
- 8. Term. This Agreement shall become effective as of the date on which it is executed by both parties and shall terminate two (2) years from the effective date. .
- 9. Entire Agreement. This Agreement contains the entire agreement of the parties regarding the confidentiality of the Information and supersedes any prior written or oral agreements or negotiations between them concerning the subject matter contained in this Agreement. There are no representations, agreements, arrangements or understandings, oral or written, among the parties, relating to the subject matter contained in this Agreement that are not fully expressed in this Agreement.
- 10. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the provision, covenant or condition determined to be invalid, void or unenforceable does not materially alter the essential terms of this Agreement. The invalidity of any provision of this Agreement regarding service of process, venue or convenience of forum, due to applicable law invalidating such provisions, shall not affect, impair or invalidate the remainder of this Agreement.
- 11. Binding Agreement. This Agreement is binding upon and will inure to the benefit of the Company and TBD and their respective successors and assigns.
- 12. Amendment and Termination. This Agreement may not be amended or canceled except by mutual written consent of both parties.
- 13. Counterparts. This Agreement may be executed in counterparts, any one of which shall be deemed an original and both of which taken together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first written above.

(COMPANY NAME)

By _____

Its _____

TBD

By _____

Its _____

Acknowledgment of Confidentiality Agreement

TBD, Inc. ("TBD") has executed a Confidentiality Agreement ("Agreement") with _____ (the "Company") dated _____ for assessment and assistance services provided under the Department of Resources Recycling and Recovery's ("CalRecycle") Tire Incentive Program (TBD Contract # DRR_____). This Acknowledgement of Confidentiality Agreement is expressly entered into for the benefit of the Company and may be enforced by either TBD or the Company.

You, as an employee of TBD, or as an employee or agent of a subcontractor to TBD, ("You") are bound by the terms of the Agreement by virtue of Your employment or agency and as a participant in the work.

Please read the attached Agreement, which is incorporated herein by this reference, provide the following information, which shall constitute the name and address to which service of any process, summons, notice or document by U.S. Postal Service registered mail may be made pursuant to Section 8 of the Agreement, and sign below:

(Name and Address)_____

_____ I have read the Agreement and *understand* the obligations to which I am bound under the terms of the Agreement.

Executed and Acknowledged:

Date _____

Name

Company

Draft Std. 213

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

AGREEMENT NUMBER DRR14019
REGISTRATION NUMBER

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

STATE AGENCY'S NAME
 Department of Resources Recycling and Recovery (CalRecycle)

CONTRACTOR'S NAME

2. The term of this Agreement is: June 30, 2015 through March 30, 2018
 Or upon DGS approval, whichever is later

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

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

Exhibit A – Scope of Work	xx page(s)
Exhibit B – Budget Detail and Payment Provisions	xx page(s)
Exhibit C* – General Terms and Conditions	GTC 610
Exhibit D – Special Terms and Conditions	7 page(s)
Attachment 1 – Recycled Content Certification	2 page(s)
Exhibit F** – Request for Proposal-Secondary Method, DRR14019	
Exhibit G** – Proposal from <Business Name> in response to Request for Proposal-Secondary Method, DRR14019	

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

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

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

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

THIS PAGE LEFT BLANK INTENTIONALLY

EXHIBIT A**SCOPE OF WORK**

1. The Contractor agrees to provide the Department of Resources Recycling and Recovery (CalRecycle), with consulting services as described herein.
2. The project coordinators during the term of this agreement will be:

CalRecycle Contract Manager**XXXXXXXXXXXXXX**

Name: Noel Davis

Name: «Contractor_Name»

Phone: (916) 341-6341

Phone: «Contractor_Phone»

Fax: (916) 319-7317

Fax: «Contractor_Fax»

Email: noel.davis@calrecycle.ca.gov

Email: «Contractor_E-mail»

Direct all agreement inquiries to:

CalRecycle**XXXXXXXXXXXXXX**

Contracts Unit

Attention: Shelly Lewis

Name: «Contractor_Name»

Address: 1001 I Street

Address: «Contractor_Address»

Sacramento, CA 95814

«Contractor_City», «Vendor_State»

Phone: (916) 341-6649

Phone: «Contractor_Phone»

Fax: (916) 319-7503

Fax: «Contractor_Fax»

Email: shelly.lewis@calrecycle.ca.gov

Email: «Contractor_E-mail»

3. Statement of Work

I. INTRODUCTION/OBJECTIVES

The [Tire Incentive Program](#) (TIP) is designed to expand demand for different and higher value-added tire-derived products (TDP) by providing an incentive to use (at least five percent) recycled tire rubber (crumb rubber) to partially replace virgin rubber, plastic, or other raw material (also referred to as “feedstock conversion”) and to increase sales of products that already contain crumb rubber.

To implement the TIP and further develop a sustainable and diversified market for recycled waste tires, the Department of Resources Recycling and Recovery (CalRecycle) uses a coordinated approach with three components: financial incentives provided by the TIP grant; TIP development and initial feedstock conversion prospect identification provided by Louis Berger under the Tire-Derived Products Business Assistance contract and by Leidos under the Tire Outreach and Market Analysis contract; and feedstock conversion technical assistance and material testing services, which is the subject of this Scope of Work (SOW). This SOW includes technical assistance for TIP eligible manufacturers that desire to implement feedstock conversion of products. This SOW also provides material testing services to support the TIP grant by ensuring consistent quality crumb rubber is used.

The Contractor shall identify and qualify rubber product manufacturers, rubber compounders, calendered rubber manufacturers, and plastic product manufacturers (manufacturers) using TIP eligibility criteria and, if necessary, prioritize assistance based on potential volume and value-added use of crumb rubber.

The Contractor shall identify and qualify waste tire processors that demonstrate the ability to produce crumb rubber to specifications and in sufficient quantities for use in the contract. The Contractor shall coordinate appropriate engineering, manufacturing, testing, and certification resources to formulate the optimum mix/size (mesh) of crumb rubber, provide technical assistance to ensure the **timely** production and sale of the TDPs, and provide appropriate reports regarding contract activities and results.

The Contractor shall also provide for material testing services as necessary to support the TIP. These services shall include on-site sampling and laboratory testing of crumb rubber to ensure appropriate mesh size and particle distribution; identifying contaminants; quantifying the percentage of natural rubber; and performing appropriate quality assurance and quality control checks.

II. WORK TO BE PERFORMED

The Contractor shall identify TIP eligible manufacturers and products, provide appropriate technical assistance and resources to successfully facilitate feedstock conversion of products, and provide for material testing services as necessary to support the TIP. The Contractor may assemble a team of technical experts from a variety of disciplines in order to effectively execute the contract. The Contractor is responsible and accountable for all aspects of the contract, including the timely performance of any subcontractors.

III. TASKS IDENTIFIED

Task 1: Develop Project Work Plan

The Contractor shall prepare a detailed project work plan, schedule, and budget for the contract activities as described in Tasks 2 through 5 below. The project work plan must be approved by the Contract Manager prior to commencing work on Tasks 2 through 5 and may be revised only with the Contract Manager's approval.

Task 2: Identify Prospective Manufacturers, Conduct Marketing Outreach, Develop Individual Manufacturer Activity Plans and Budgets for Participating Manufacturers, and Qualify Processors to Provide Crumb Rubber

- A. The Contractor shall research and identify prospective California manufacturers: with sales in excess of \$1 million for the previous year; that may be interested in feedstock conversion; and have products with a stable or increasing demand and that have the potential to use more than 5 percent crumb rubber. As a result of previous outreach efforts, CalRecycle may identify additional prospective manufacturers. The Contractor shall ensure that prospective manufacturers and products meet the applicant and product eligibility criteria of the [TIP grant](#) (see TIP Guidelines and Instructions). The Contractor shall prepare a prioritized list of prospective manufacturers to solicit for participation. The list shall be approved by the Contract Manager before solicitation begins.
- B. The Contractor shall develop marketing material to be used in discussions with prospective manufacturers regarding feedstock conversion benefits and assistance available under the contract. The Contractor shall coordinate and execute meetings with prospective manufacturers (previously approved by CalRecycle) to: confirm their eligibility, solicit their interest in feedstock conversion through this contract, and secure their commitment to produce the resulting products with crumb rubber. The Contractor shall include the Contract Manager and or other CalRecycle staff in the meetings as appropriate.
- C. The Contractor shall work with qualified manufacturers to identify specific products and estimate their potential crumb rubber usage as well as to identify technical assistance needs and corresponding budget. The technical assistance proposed and corresponding budget must have a reasonable relationship to the estimated crumb rubber usage and likelihood of success as measured by the feasibility of incorporating crumb rubber into making the product and the product's marketability once that is done. Depending on the required tests and certifications (see below for a list of possible tests and certifications), a product may require anywhere from \$2,000 to \$40,000 in

technical assistance, with an assumed average of \$6,500 per product. Assuming an average of three products per manufacturer, the Contractor may work with approximately 20 manufacturers. Depending on the manufacturer's business need, some tests may also need to be performed on existing products in order to compare the results and performance of the products made with crumb rubber. Tests shall be performed in accordance with appropriate American Society for Testing and Materials (ASTM) standards, or alternative methods when applicable.

The Contractor shall develop individual manufacturer activity plans and corresponding budgets for feedstock conversion technical assistance activities that are specific to individual manufacturer needs. The Contractor may need to consult technical experts for input on proposed individual manufacturer activity plans and budgets.

Possible Tests

Abrasion Resistance	Peel Adhesion	Tensile Strength
Americans with Disability Act Accessibility, Various	Playground Material, Various	Thermal Expansion
Air Leakage	Product Compression	Thermal Transmission
Air Permeance	Puncture Resistance	Toxic Characteristic Leaching Procedure
Colorant Coverage	Resistance to Hydrostatic Head	UV Durability
Compression	Resistance to Wear	UV Stability
Elongation	Slip Resistance	VOC Emissions
Emissions	Solar Reflectance Index	Water Absorption
Endurance	Stability	Water Loading
Flammability	Static Coefficient of Friction	Water Permeability
Freezing and Thawing Cycles	Static Load	Water/Moisture Vapor Transmission
Hardness	Surface Burn	Other
Impact Attenuation	Surface Friction	
Material Density	Tear Strength	

Possible Certifications:

- International Play Equipment Manufacturers Association (IPEMA)
- Leadership in Energy and Environmental Design (LEED)
- Made in USA

- D. The Contractor shall provide the Contract Manager a summary report of the individual manufacturer activity plans and budgets for the proposed qualified manufacturers that includes detailed product information, proposed technical assistance, and line item budgeted amounts. In the summary report, the Contractor shall include a proposed process to prioritize the manufacturers to be assisted.

The Contract Manager, in consultation with other CalRecycle staff, will review the summary report to ensure the proposed individual manufacturer activity plans and budgets are reasonable and the products selected have a likelihood of success. The Contract Manager will determine the

final list of manufacturers to be assisted. The final list of manufacturers to be assisted, along with the summary report and individual technical assistance budgets, will be amended to this agreement. The Contractor shall not begin Task 3 or perform any technical assistance under any individual manufacturer activity plan until the summary report and final list of manufacturers to be assisted is approved in writing by the Contract Manager and the amendment to this agreement is finalized and approved by the Department of General Services.

- E. The Contractor shall work with California waste tire processors to identify and qualify those who are willing and able to produce sufficient crumb rubber to specifications from only California-generated waste tires. The Contractor shall require waste tire processors providing crumb rubber to sign a California Waste Tire Processor Letter similar to that used in the TIP grant. The Contract Manager will provide a sample letter that can be used.

In order to ensure that a processor can consistently produce crumb rubber to specifications, the Contractor shall perform on-site sampling and laboratory testing on at least two different dates (including at least three different samples on each date) to: perform sieves analysis to determine particle size and distribution (consistent with ASTM D5644 and ASTM D5603, as appropriate); determine the type and amount of contaminants; and the natural rubber content. Assume three processors each from Northern California and Southern California. Depending on the circumstances and business need, the Contractor may also need to analyze the crumb rubber surface morphology and perform other tests.

The Contractor shall perform appropriate quality assurance and quality control checks and obtain from each processor a crumb rubber Material Safety Data Sheet. Only processors that can consistently produce crumb rubber material to specifications and in sufficient quantity, as determined by the Contractor, will be used to provide material for this contract.

Task 3: Work with Manufacturers to Execute Individual Manufacturer Activity Plans

- A. The Contractor shall engage with approved manufacturers to execute the individual manufacturer activity plans. The Contractor shall perform necessary specialized technical services including, but not limited to, engineering, manufacturing, testing, and certification. The types of activities include, but are not limited to: working with the manufacturers to formulate the optimum mix (percentage crumb rubber and particle size distribution) to maintain or enhance product performance characteristics; perform appropriate performance and properties tests on the product; and provide or obtain applicable certifications. The Contractor shall coordinate the **timely** completion of the individual manufacturer activity plans to ensure production of TDPs by the participating manufacturers.
- B. The Contractor shall also provide other technical assistance, per the individual manufacturer activity plans; to assist in the resolution of production impediments or other concerns that hinder the manufacturer's timely production and sale of the TDPs. The Contractor shall **not** provide assistance to manufacturers regarding marketing, web site design, and actual product sales. The Contractor shall assist in the documentation and reporting of product sales that verify feedstock conversion.

Task 4: Crumb Rubber Material Testing

- A. The Contractor shall provide for any necessary crumb rubber material testing to support execution of individual manufacturer activity plans for feedstock conversion and production of TDPs. The Contractor shall also provide necessary material testing to support the TIP grant program. CalRecycle estimates 7 TIP participants from July 2015, through September 2015, and 16 – 24 TIP participants from October 2015, through March 2018.

- B. Crumb rubber material testing services include, but are not limited to,
1. On-site sampling at processor facilities;
 2. Shipment of samples from manufacturer's facilities; and
 3. Laboratory testing of crumb rubber to ensure appropriate mesh size and particle distribution; identifying contaminants; and performing appropriate quality assurance and quality control checks. Particle size and particle distribution testing will be consistent with ASTM D5644 and ASTM D5603, as appropriate. Assume three processors each from Northern California and Southern California. CalRecycle understands that crumb rubber specifications may vary depending on a variety of factors. For this proposal, assume that half of the samples have the same crumb rubber specification. Depending on the circumstances and business need, the Contractor may also need to analyze the crumb rubber surface morphology and perform other tests.
- C. For the feedstock conversion technical assistance, the number of on-site sampling and laboratory tests may vary depending on the product and formulation results, but are estimated at three samples (one at the processor and two at the manufacturing facilities) for each manufacturer (assuming similar crumb rubber specifications). This may be reduced if product formulation occurs at a limited number of manufacturing facilities. The Contractor may arrange for the manufacturer to collect and ship samples to be tested.
- D. For support of the TIP, the number of on-site sampling and laboratory testing may vary depending on product production requirements and delivery schedule, but are estimated at one sample at the processor and two samples from the manufacturer every six months. The manufacturer sample frequency will increase for TIP manufacturers using and claiming an incentive for fine (≤ 50) mesh crumb rubber. The Contractor shall forward testing results to the Contract Manager as part of the monthly reporting.

Task 5: Reporting

- A. The Contractor shall provide Monthly Reports and a Final Report to the Contract Manager covering contract activity. The Monthly Reports shall include, but are not limited to: tasks (broken down by manufacturer and product); sub-tasks; total budget; previously billed amount, current month billing; amount remaining; summary of activity completed; anticipated next steps; and significant issues or potential impediments and proposed/recommended resolution. The Monthly Report shall include: copies of completed tests; certifications; and digital photographs (before and after) of completed products. Confidential and proprietary information appropriately labeled will be considered a "trade secret" consistent with Public Resource Code 40062.
- B. The Contractor shall provide a draft Final Report by February 1, 2018, and a Final Report incorporating any CalRecycle comments by March 1, 2018. The Final Report shall include, but not limited to: a summary of the contract activity; a summary by manufacturer of the products; the aggregated anticipated usage of crumb rubber and projected annual sales of all products; challenges and how they were overcome; suggestions for future assistance activity; the ability to replicate for other similar products; and four successful case studies. The draft Final Report will be reviewed by the Contract Manager and other CalRecycle staff who will provide comments or questions that shall be addressed or incorporated into the subsequent draft of the report. Any requested changes shall be completed by the Contractor and resubmitted to the Contractor Manager for final approval. Only when all revisions are made and approved by the Contract Manager will the report be deemed final.
- C. The Contractor shall present a summary of the contract activity and results at a CalRecycle meeting or workshop.

- D. 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 <http://www.calrecycle.ca.gov/Publications/pubguide/> and must be reviewed by a technical editor of the Contractor's choice to assure that the reports comply with CalRecycle's Guidelines, after which they shall be submitted to and reviewed by the Contractor Manager in consultation with the CalRecycle editor.
- E. The Contractor is encouraged to consult with the CalRecycle Contract Manager and CalRecycle editorial staff early in the development process to ensure deliverable requirements are clearly understood and to minimize the need for revisions.

IV. Contract/Task Time Frame

The contract is scheduled to begin in June 2015, and expected to end March 30, 2018. The table below reflects the estimated contract task/time frame.

Task	Deliverable(s)	Timeframe
Task 1: Develop Work Plan	Work Plan	June – July 2015
Task 2: Identify Prospective Manufacturers, Conduct Marketing Outreach, Develop Individual Manufacturer Activity Plans and Budgets for Participating Manufacturers, and Qualify Processors to Provide Crumb Rubber	<ul style="list-style-type: none"> A. Prospect list. B. Marketing material, execution of meetings with potential manufacturers. C. Individual manufacturer activity plans and corresponding budgets, Summary Report, and technical assistance priority process. D. Summary Report, prioritized list of prospective manufacturers. E. List of qualified processors and testing results. 	<ul style="list-style-type: none"> A. July – September 2015 B. August – October 2015 C. October – November 2015 D. October – November 2015 E. January – April 2016
Task 3: Work with Manufacturers to Execute Individual Manufacturer Activity Plans	Activity summarized in monthly progress reports	Included with monthly reports.
Task 4: Crumb Rubber Material Testing	Test result reports	Included with monthly reports.
Task 5: Reporting	Monthly Progress Reports, Draft Final Report, Final Report	Monthly, starting July 2015. Draft Final Report by February 1, 2018. Final Report by March 1, 2018.

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

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

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

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

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

2. **BUDGET CONTINGENCY CLAUSE:**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to the Contractor to reflect the reduced amount.

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

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

5. **COST BREAKDOWN:**

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

6. **TRAVEL CLAUSE:** All travel will be reimbursed at the excluded employee travel rates in accordance with the California Code of Regulations Title 2, Division 1, Chapter 3, Subchapter 1, Article 2, Section 599.615.1 et seq. The Contractor will be held to the State per diem rates in effect at the time of travel. For specific per diem (lodging, meals and incidentals) reimbursement rates, see California Code of Regulations Title 2, Division 1, Chapter 3, Subchapter 1, Article 2, Section 599.619. For this agreement, the Contractor's

headquarters are located at <Enter Address>. Per diem will not be reimbursed for travel within 50 miles of Contractor's headquarters. Additional travel requirements can be found in Exhibit F, pages 11-12.

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. **AGENCY LIABILITY**: The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CalRecycle shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties. CalRecycle reserves the right to amend this Agreement through a formal written amendment signed by both parties, for additional time and/or funding.
3. **CALIFORNIA WASTE TIRES**: Unless otherwise provided for in this contract, in the event the Contractor and/or Subcontractor(s) purchases waste tires or waste-tire derived products for the performance of this Agreement, only California waste tires and California waste tire-derived products shall be used. As a condition of payment under this Agreement, the Contractor must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Contract Manager.

All formal notices required by this Agreement must be given in writing and sent by prepaid certified mail, fax, personal delivery or telex.

4. **CONTRACT MANAGEMENT**: The Contractor and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California. The Contractor may change the designated Project Director, but CalRecycle reserves the right to approve any substitution of the Project Director. Contractor's key personnel may not be substituted without CalRecycle's Contract Manager's prior written approval. CalRecycle may change the Contract Manager by notice given to the Contractor at any time. CalRecycle staff will be permitted to work side by side with the Contractor's staff to the extent and under conditions that may be directed by the Contract Manager. In this connection, CalRecycle's staff will be given access to all required data, working papers, etc. The Contractor will not be permitted to utilize the CalRecycle's staff for the performance of services, which are the responsibility of the Contractor unless the Contract Manager previously agreed to such utilization in writing, and any appropriate adjustment in price is made. No charge will be made to the Contractor for the services of CalRecycle's staff for coordination or monitoring functions.
5. **CONTRACTOR EVALUATIONS**: If this Agreement is for consulting services, CalRecycle will evaluate the Contractor's performance within sixty days of the completion of this Agreement and shall remain on file by CalRecycle for a period of thirty-six months. If the Contractor does not satisfactorily perform the work or service specified in this Agreement, CalRecycle will submit a copy of the negative evaluation to the Department of General Services (DGS), Office of Legal Services, within five (5) working days of the completion of the evaluation. Upon filing an unsatisfactory evaluation with the DGS, CalRecycle shall notify and send a copy of the evaluation to the Contractor within fifteen days. The Contractor shall have thirty days to prepare and send a written response to CalRecycle and the DGS. CalRecycle and the DGS shall file the Contractor's statement with the evaluation. (PCC §10369).
6. **CONFIDENTIALITY/PUBLIC RECORDS**: The Contractor and CalRecycle understand that each party may come into possession of information and/or data, which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject

to disclosure under the California Public Records Act, commencing with GC § 6250, or the PCC.

CalRecycle agrees not to disclose such information or data furnished by Contractor and to maintain such information or data as confidential when so designated by Contractor in writing at the time it is furnished to CalRecycle, only to the extent that such information or data is exempt from disclosure under the California Public Records Act and the PCC.

7. **CONFLICT-FUTURE BIDDING LIMITATION**: Pursuant to Public Contracts Code Section 10365.5:
- (a) No person, firm, or subsidiary therefore who has been awarded a consulting services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.
 - (b) Subdivision (a) does not apply to any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services contract that amounts to no more than ten (10) percent of the total monetary value of the consulting services contract.
 - (c) Subdivisions (a) and (b) do not apply to consulting services contracts subject to Chapter 10 (commencing with Section 4525) of Division 5 of Title 1 of the Government Code.
8. **CONSULTING SERVICES**: If this Agreement is for consulting services, the Contractor is hereby advised of its duties, obligations and rights under PCC §§10335 through 10381.
9. **COPYRIGHTS AND TRADEMARKS**: The Contractor shall assign to CalRecycle any and all rights, title and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement, including the right to register for copyright or trademark of such materials. The Contractor shall require that its subcontractors agree that all such materials shall be the property of CalRecycle. Such title will include exclusive copyrights and trademarks in the name of CalRecycle.
- For contracts of \$5,000 or more, any document or written report prepared for or under the direction of CalRecycle, shall include a notation on the inside cover as follows:
- "Prepared as part of CalRecycle contract number DRR14019 Total Contract Amount (\$ XX.XX), pursuant to Government Code Section 7550."
10. **DELIVERABLES**: All documents and/or reports drafted for publication by or for CalRecycle in accordance with this contract shall adhere to CalRecycle's Contractor Publications Guide at www.calrecycle.ca.gov/Publications/PubGuide/ and shall be reviewed by CalRecycle's Contract Manager in consultation with CalRecycle editor.
11. **ENTIRE AGREEMENT**: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with the Attachments and/or Exhibits hereto, contains the entire Agreement of the parties.
12. **ENVIRONMENTAL JUSTICE**: In the performance of this Agreement, the Contractor shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low income populations of the State. (Government Code Section 65040.12(e)).
13. **FORCE MAJEURE**: Neither CalRecycle nor the Contractor, including the Contractor's subcontractor(s), if any, will be responsible hereunder for any delay, default or nonperformance of this Agreement, to the extent that such delay, default or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, or flood, or any other cause beyond the reasonable control of such party.
14. **GRATUITIES**: CalRecycle may terminate this Agreement if gratuities were offered or given by the Contractor, or any agent or representative of the Contractor, to any employee of CalRecycle, with a view

toward securing a contract or securing favorable treatment with respect to awarding or amending or making a determination with respect to performance of this Agreement.

15. IMPRACTICABILITY OF PERFORMANCE: This Agreement may be suspended or cancelled, without notice at the option of the Contractor, if the Contractor's or CalRecycle premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service or in the event the Contractor is unable to render service as a result of any action by any governmental authority.
16. INSURANCE: When required, the Contractor must provide: 1) a Certificate of Insurance insuring CalRecycle, and/or 2) verification of Worker's Compensation insurance. The Contractor must provide said Certificate of Insurance and/or verification to CalRecycle within ten (10) days after notification of CalRecycle's intent to award the Agreement. The Agreement will not be executed nor can work begin unless said Certificate of Insurance and/or verification is provided to CalRecycle.

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

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

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

17. LIABILITY FOR NONCONFORMING WORK: The Contractor will be fully responsible for ensuring the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, CalRecycle, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing CalRecycle for any additional expenses incurred to cure such defects.
18. LICENSE OR PERMITS: The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), CalRecycle may, in addition to other remedies it may have, terminate this Agreement upon occurrence of such event.

19. LIQUIDATED DAMAGES: It is the intent of this Contract that individual projects proceed in an uninterrupted manner from the date of commencement until all work contemplated in the Contract/Work Order has been completed. The Contract/Work Order authorized by CalRecycle Staff, and accepted by the Contractor shall include the number of days authorized to complete the project. All parties to the Contract agree that CalRecycle will sustain damage for any day on which the Contractor arbitrarily suspends operations, or fails to prosecute the work. It is and will be impracticable and extremely difficult to ascertain and determine the actual damage which CalRecycle will sustain in the event of and by reason of

such delay; and it is therefore agreed that the Contractor will pay to CalRecycle the sum of \$1,000 for each day on which the Contractor fails to perform work in accordance with the approved schedule without the approval of CalRecycle staff. The Contractor agrees to pay said liquidated damages herein provided for, and further agrees that CalRecycle may deduct the amount thereof from any moneys due or that may become due the Contractor under the Contract. The Contractor shall not be assessed liquidated damages when the delay in completing the project is caused by the state.

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/RCP. If after searching the database, contractors are unable to find the recycled-content products they are looking for, please notify CalRecycle's Contract Manager. All recycled content products purchased or charged/billed to CalRecycle that are printed upon such as promotional items, publications, written materials, and other educational brochures shall have both the total recycled content (TRC) and the post-consumer (PC) content clearly printed on them.

In addition, any written documents such as, publications, letters, brochures, and/or reports shall be printed double-sided on 100% post-consumer (PC) paper. Specific pages containing full-color photographs or other ink-intensive graphics may be printed on photographic paper. The paper should identify the post-consumer recycled content of the paper (i.e., "printed on 100% post-consumer paper"). When applicable, the Contractor shall provide the Contract Manager with an electronic copy of the document and/or report for CalRecycle's uses. When appropriate, only an electronic copy of the document and/or report shall be submitted and no hard copy shall be provided.
24. REMEDIES: Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under the Agreement, at law or in equity, and exercise of one right or remedy will not be deemed a waiver of any other right or remedy.
25. SETTLEMENT OF DISPUTES: In the event of a dispute, the Contractor shall file a "Notice of Dispute" with CalRecycle's Director or his/her designee with ten (10) days of discovery of the problem. Within ten (10) days, the Director or his/her designee shall meet with the Contractor and CalRecycle Project Manager for the purpose of solving the dispute.
26. STOP WORK NOTICE: Immediately, upon receiving a written notice to stop work, the Contractor shall cease all work under this Agreement.
27. SUBCONTRACTORS: All Subcontractors previously identified in the bid/proposal submitted are considered to be acceptable to CalRecycle. Any change or addition of Subcontractors will be subject to the prior written approval of the Contract Manager or the Director or his/her designee. Upon termination of

any Subcontract, the Contractor shall notify the Contract Manager or the Executive Director immediately. If CalRecycle or the Contractor determines that the level of expertise or the services required are beyond that provided by the Contractor or its routine Subcontractors, The Contractor will be required to employ additional Subcontractors. Nothing contained in this Agreement or otherwise, shall create any contractual relation between CalRecycle and any Subcontractors, and no Subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to CalRecycle for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its Subcontractors is an independent obligation from CalRecycle obligation to make payments to the Contractor. As a result, CalRecycle shall have no obligation to pay or to enforce the payment of any moneys to any Subcontractor.

28. SUCCESSORS: The provisions of this Agreement will be binding upon and inure to the benefit of CalRecycle, the Contractor, and their respective successors.
29. TERMINATION: CalRecycle shall have the right to terminate this Agreement at its sole discretion at any time upon thirty days written notice given to the Contractor. In the case of early termination, a final payment will be made to the Contractor upon approval by the Contract Manager of a financial report, invoices for costs incurred to date of termination and a written report describing all work performed by the Contractor to date of termination.
30. UNRELIABLE LIST: Prior to authorizing a Subcontractor(s) to commence work under this Agreement, the Contractor shall submit to CalRecycle a declaration from the Subcontractor(s), signed under penalty of perjury, stating that within the preceding three years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, have occurred with respect to the subcontractor(s).

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

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.
32. WORK AUTHORIZATION: If this Agreement is for services as needed, or has clearly specified sub-categories a work authorization will be required before work can begin pursuant to this Agreement. The Contract Manger will make this determination, when work authorizations are required, the Contract Manager will prepare a work authorization for each item of work. Each work authorization, as appropriate, will consist of a detailed statement of the purpose, objectives or goals to be undertaken by the Contractor, identification of the Contractor/subcontractor team, all significant material to be developed and delivered by the Contractor, all materials to be furnished by CalRecycle to the Contractor, the Contractor's estimated time schedule and person hours, billing rates and total cost of the work authorization.
- (a) All work authorizations will be in writing, negotiated and approved by the Contract Manager and the Contractor's Project Director prior to beginning work. However, in situations where expedience is of the utmost importance, the Contract Manager may verbally authorize the Contractor to begin work following up with written authorization.

- (b) The level of effort required for each work authorization will vary for each proposed project. Therefore, the Contract Manager will establish the time lines for completion of duties to be performed at the time of assignment.
- (c) CalRecycle reserves the right to require the Contractor to stop or suspend work on any work authorization. The Contract Manager will provide, in writing to Contractor's Project Director, notice of the date work is to be halted or suspended. Approved costs incurred to that date shall be reimbursed in accordance with this Agreement's provision.
- (d) Each work authorization will be numbered sequentially.
- (e) The actual costs of a completed, approved work authorization will not exceed the authorized amount, except if, in the performance of the work, the Contractor determines that the actual cost will exceed the estimated costs; the Contractor will immediately notify the Contract Manager. Upon such notification, the Contract Manager may:
 - 1. Alter the scope of the work authorization to accomplish the work within the estimated costs; or
 - 2. Augment the work authorization budget; or
 - 3. Authorize the Contractor to complete the work for the actual costs; or
 - 4. Terminate the work authorization.

Prior to exceeding the approved budget, approval must be secured in writing from the Contract Manager and the work authorization must be modified to reflect the change. If the problem occurs because the Contractor is in fault, the Contractor will absorb the additional costs.

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, or telephone.

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

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

For additional information visit www.calrecycle.ca.gov/BuyRecycled/

Code	Description Product Categories (11)	Minimum content requirement
1	Paper Products - Recycled	30 percent postconsumer fiber, by fiber weight
2	Printing and Writing - Recycled	30 percent postconsumer fiber, by fiber weight
3	Compost, Co-compost, and Mulch – Recycled	80 percent recovered materials. i.e., material that would otherwise be normally disposed of in a landfill
4	Glass – Recycled	10 percent postconsumer, by weight
5	Rerefined Lubricating Oil - Recycled	70 percent re-refined base oil
6a	Plastic – Recycled	10 percent postconsumer, by weight
6b	Printer or duplication cartridges	d. Have 10 percent postconsumer material, or e. Are purchased as remanufactured, or f. 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 including responses to Scenarios A, B, and C)
 - Samples of Written Work
 - Copy of Required License(s) (Secretary of State)
 - Personnel Rate Sheet (Attachment A)
 - Cost Proposal Sheet (Attachment B)
 - Cost Sheet for Scenario A (Attachment B.1)
 - Cost Sheet for Scenario B (Attachment B.2)
 - Cost Sheet for Scenario C (Attachment B.3)
 - Bidder Declaration (Attachment D) (*Form must be submitted even if participation levels are zero (write zero participation on form).*)
 - Darfur Contracting Act Certification (Attachment F)
 - Iran Contracting Act Certification (Attachment G)
 - Contractor Status Form (Attachment H)
 - Client References (Attachment I)
-

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

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

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

- Certification of Target Area Contract Preference Act
-

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

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

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.