

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

AGREEMENT NUMBER DRR12065
REGISTRATION NUMBER 1287024

- 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 K/P Corporation
- The term of this Agreement is: **June 1, 2013 through June 15, 2014**
 Or upon DGS approval, whichever is later
- The maximum amount of this Agreement is: **\$500,000.00**
 (Five hundred thousand dollars and zero cents)
- 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	4 page(s)
Attachment 1 – EEI Units	3 page(s)
Exhibit B – Budget Detail and Payment Provisions	3 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** – Invitation for Bid (IFB) DRR12065	
Exhibit G** – Submitted bid from K/P Corporation in response to IFB, DRR12065	

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	
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) K/P Corporation	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 5/7/2013
PRINTED NAME AND TITLE OF PERSON SIGNING Joe Atturio, Chief Executive Officer	
ADDRESS 13951 Washington Avenue San Leandro, CA 94578-3220	
STATE OF CALIFORNIA	
AGENCY NAME Department of Resources Recycling and Recovery	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 5/14/13
PRINTED NAME AND TITLE OF PERSON SIGNING Tom Estes, Deputy Director	
ADDRESS 1001 I Street, Sacramento, CA 95814	

California Department of General Services Use Only

APPROVED

MAY 30 2013

DEPT OF GENERAL SERVICES



Exempt per:

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EXHIBIT A

SCOPE OF WORK

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

CalRecycle

Name: Elizabeth Hambridge
Phone: (916) 341-6768
Fax: (916) 319-7360
Email: Elizabeth.Hambridge@calrecycle.ca.gov

K/P Corporation

Name: Tony Vecchio
Phone: (510) 543-4531
Fax: (510) 351-2555
Email: tvecchio@kpcorp.com

Direct all agreement inquiries to:

CalRecycle

Contracts Unit
Attention: Shelly Lewis
Address: 1001 I Street
Sacramento, CA 95814
Phone: (916) 341-6649
Fax: (916) 319-7503
Email: shelly.lewis@calrecycle.ca.gov

K/P Corporation

Name: Tony Vecchio
Address: 13951 Washington Avenue
San Leandro, CA 94578-3220
Phone: (510) 543-4531
Fax: (510) 351-2555
Email: tvecchio@kpcorp.com

3. Statement of Work

I. Introductions/Objectives

California is currently poised to lead the nation in environmental literacy as a result of the Education and the Environment Initiative (EEI), a landmark environment-based education effort. Pursuant to California law (Chapter 665, Statutes of 2003 [AB1548; Pavley], and Chapter 581, Statutes of 2005 [AB1721; Pavley]), the California Environmental Protection Agency developed a Kindergarten through 12th grade curriculum that teaches students about their relationship with the environment while simultaneously instructing them on required academic content standards.

CalRecycle oversees distribution of the EEI 85 curriculum units that teach select Science and History/Social Science academic content standards to mastery using the environment as a context for learning. The State Board of Education approved all 85 units of the EEI Curriculum in early 2010.

The EEI Curriculum is now in use in California schools and CalRecycle and its partners share the vision that successful implementation of EEI materials in our classrooms will increase the environmental literacy of our citizens and promote a sustainable and prosperous future for our State.

II. Work To Be Performed

While CalRecycle encourages digital use of the EEI Curriculum, surveyed teachers throughout California have consistently conveyed the need for the EEI Curriculum in print form. Even though today's classrooms are becoming more technologically equipped, there is still a need for

students to use printed materials for effective learning, especially in the early grades. The purpose of this contract is to print, store, package, and ship EEI materials to educators. Fulfillment and shipments may include as few as one classroom set of a curriculum unit. In order to obtain the most printed product possible, printing in high volumes is the most cost effective approach. With high volumes comes the need to store the materials until such time when they are requested, packaged, and shipped. The Contractor shall provide all services associated with being a printing and fulfillment house for the EEI Curriculum. The Contractor will NOT be responsible for shipping costs.

III. The EEI Curriculum Product

The EEI Curriculum consists of 85 instructional units for Kindergarten through 12th grade (See Exhibit A – Attachment 1). Every curriculum unit includes one Teacher Edition (TE) book, one Visual Aids (VA) book, and one Teacher’s Masters (TM) book. In addition, each unit may have additional components, such as a Student Edition, Student Workbook, Dictionary, Reader(s), Word Wall Cards, etc. All 85 instructional units can be found online at www.CaliforniaEEI.org. The TE books are password protected. The password to open those documents is: “teacheei”.

IV. Tasks Identified

Task 1 – Print EEI Curriculum Materials as directed by CalRecycle

CalRecycle shall provide the Contractor with periodic orders of EEI Curriculum units. CalRecycle anticipates placing primarily high-quantity orders, rather than many small-quantity orders. Contractor shall print order(s) according to the following specifications:

General Specifications:

- Ink Color: Full color, full bleeds.
- Paper Stock: Recycled content for all paper stocks (minimum 30% post-consumer).

Table 1: Teacher Materials specifications, by component

Component	Page Size/Trim Size	Binding	Paper Weight
Teacher's edition	8.5 x 11	Tape, Wire-O, or Plasticcoil	80 lb. Book 100 lb. Cover
Big Books	11 x 17 and 17 x 11	Tape, Wire-O, or Plasticcoil	80 lb. Cover
Word Wall Cards	4.25 x 11	Trim and Collate	80 lb. Cover
Posters	12.75 x 18.75	Trim	80 lb. Book, Dull Coated
Information Cards	8.5 x 11	Trim and Collate	80 lb. Cover

Table 2: Student Materials specifications, by component

Component	Page Size/Trim Size	Binding	Paper Weight
Student edition	8.5 x 11	Saddle Stitched	70 lb. Book

Student workbook	8.5 x 11	Saddle Stitched	70 lb. Book
Dictionary	5.25 x 8.25	Saddle Stitched	70 lb. Book
Readers	5.25 x 8.25	Saddle Stitched	70 lb. Book
Student Map	11 x 17	Trim and Collate	80 lb. Cover
Game boards	11 x 17	Trim and Collate	80 lb. Cover

CalRecycle will provide the Contractor with a set of the press ready files. PDF versions may be downloaded directly from the www.CaliforniaEEI.org website or from a DVD obtained by contacting the CalRecycle Project Manager.

Task 2 – Create and Duplicate EEI Curriculum DVDs

- Contractor shall create and duplicate EEI Curriculum DVDs to include with order fulfillment based on specifications by CalRecycle. Each order will contain one DVD with its unit components.

Task 3 – Storage of Curriculum

- Contractor shall properly store inventory of all printed materials until fulfillment is requested by CalRecycle, as described in task 3.
- In addition to storing printed materials, the Contractor shall store CalRecycle’s current National Geographic Services (NGS) maps – 323 boxes (approximately 175 maps per box). Box dimensions are 9”H x 11”W x 17”L.

Task 4 – Fulfill orders

- CalRecycle will regularly submit orders for fulfillment to the Contractor. An order may consist of as few as one unit-specific set to as many as a pallet of materials going to one shipping address. For each order, CalRecycle shall notify the Contractor of recipient’s: name, unit(s) ordered, and mailing address.
- Contractor shall pull and package orders in unit-specific sets. Contractor shall include appropriate NGS maps and DVD(s) in orders.

Task 5 – Ship orders

- Contractor shall ship to recipients identified by CalRecycle as indicated on each order. Contractor is not responsible for direct payment of shipping costs. CalRecycle shall specify the shipping vendor and provide the Contractor with shipping vendor account information and any special instructions.

- Contractor shall use 100% recyclable materials for shipment of EEI Curriculum components.
- Contractor shall consolidate shipping of units to the same address in the same box, where feasible, to minimize shipping costs.
- Contractor shall have a one week turnaround from receipt of order from CalRecycle to shipping date, unless prior written approval from the Project Manager.

Task 6 – Inventory Control and Communication

- Contractor shall receive order requests from CalRecycle.
- Contractor shall communicate regularly with the Project Manager regarding inventory and order status.
- Contractor shall maintain and report inventory of EEI Curriculum, by unit sets, and NGS maps on a bi-weekly basis.
- Contractor shall establish a shipment confirmation system with CalRecycle to notify the project manager when each order has been shipped, including tracking information.

EXHIBIT A – ATTACHMENT 1
EEI UNITS

Grade	Title of Unit
K	K.3.a. The World Around Me
K	K.3.c. A Day in My Life
K	K.4.5.-K.6.3. Some Things Change Some Things Stay the Same
1	1.2.a. Surviving and Thriving
1	1.2.c. Finding Shelter
1	1.2.d. Open Wide! Look Inside!
1	1.2.4. People and Places
1	1.4.2. On the Move
2	2.2.4. California Lands – Then and Now
2	2.2.a.-2.2.b. Cycle of Life
2	2.2.c.-2.2.d. Alike and Different
2	2.2.e.-2.2.f. Flowering Plants in Our Changing Environment
2	2.3.a.-2.3.b. The Earth Rocks
2	2.4.1. From Field to Table
2	2.4.2.-2.4.3. Dollars and Sense of Food Production
3	3.1.1.3.1.2. The Geography of Where We Live
3	3.2.2. California Indian People: Exploring Tribal Regions
3	3.3.a. Structuring for Survival in a Healthy Ecosystem
3	3.3.c.-3.3.d. Living Things in Changing Environments
3	3.5.1./3.5.2./3.5.2. California's Economy – Natural Choices
4	4.1.3.-4.1.5. Reflections of Where We Live
4	4.2.1. California Indian Peoples and Management of Natural Resources
4	4.2.6. Cultivating California
4	4.2.a. Plants: the Ultimate Energy Resource
4	4.2.b. The Flow of Energy Through Ecosystems
4	4.2.c. Life and Death of Decomposers
4	4.3.3. Witnessing the Gold Rush
4	4.3.d. Microorganisms and the Human World
5	5.3.a. Earth's Water
5	5.3.b. Changing States: Water, Natural Systems and Human Communities
5	5.3.c. Precipitation, People and the Natural World
5	5.3.d. Our Water: Sources and Uses
5	5.4.1. Human Settlement and the Natural Regions of the Eastern Seaboard
5	5.8.4. Nature and Newcomers

Grade	Title of Unit
6	6.1.1. Paleolithic People: Tools, Tasks, and Fire
6	6.1.2. Paleolithic People: Adapting to Change
6	6.2.1. River Systems and Ancient Peoples
6	6.2.2. Agricultural Advances in Ancient Civilizations
6	6.2.6.-6.2.8. Egypt and Kush: A Tale of Two Kingdoms
6	6.2.b. The Dynamic Nature of Rivers
6	6.5.1.-6.6.1. The Rivers and the Ancient Empires of China and India
6	6.5.c. Energy: Pass it on!
6	6.5.d. Playing the Same Role
6	6.6.a. Energy: It's Not All the Same to You!
6	6.6.b. Energy and Material Resources: Renewable or Not?
6	6.6.c. Made from Earth: How Natural Resources Become Things We Use
7	7.2.5. Arabic Trade Networks: Growth and Expansion in the Middle Ages
7	7.3.5. Genius Across the Centuries
7	7.3.a. Shaping Natural Systems through Evolution
7	7.3.e. Responding to Environmental Change
7	7.4.g. Extinction: Past and Present
7	7.6.3. Managing Nature's Bounty: Feudalism in Medieval Europe
7	7.7.1. Sun Gods and Jaguar Kings
7	7.7.3. Broken Jade and Tarnished Gold
8	8.4.1. Land, Politics, and Expansion in the Early Republic
8	8.6.3. America Grows
8	8.8.4. Struggles with Water
8	8.12.1. Agricultural and Industrial Development in the United States (1877-1914)
8	8.12.5. Industrialization, Urbanization and the Conservation Movement
HS Biology	B.5.c. High Tech Harvest: Genetic Engineering and the Environment
HS Biology	B.6.a. Biodiversity: The Keystone to Life on Earth
HS Biology	B.6.b. Ecosystem Change in California
HS Biology	B.8.a. Differential Survival of Organisms
HS Biology	B.8.b. Biological Diversity: The World's Riches
HS Biology	B.8.d. The Isolation of Species
HS Earth Science	E.4.c. The Greenhouse Effect on Natural Systems
HS Earth Science	E.5.d. Ocean Currents and Natural Systems
HS Earth Science	E.5.e. Rainforests and Deserts: Distribution, Uses, and Human Influences

Grade	Title of Unit
HS Earth Science	E.7.b. The Life and Times of Carbon
HS Earth Science	E.8.c. Living Under One Roof
HS Earth Science	E.9.c. Liquid Gold: California's Water
10	10.3.1.-10.3.5. Britain Solves a Problem and Creates the Industrial Revolution
10	10.3.3. Growth of Population, Cities and Demands
10	10.4.1. New Imperialism: The Search for Natural Resources
10	10.4.3. New Imperialism: The Control of India's and South Africa's Resources
11	11.5.7. Mass Production, Marketing, and Consumption in the Roaring Twenties
11	11.8.6. Postwar Industries and the Emerging Environmental Movement
11	11.9.7 The United States and Mexico: Working Together
11	11.11.5. Many Voices, Many Visions: Analyzing Contemporary Environmental Issues
12	12.1.4. Private Property and Resource Conservation
12	12.2.2.-12.2.5. This is Our Land
12	12.2.2.-12.2.7 Sustaining Economies and the Earth's Resources
12	12.3.1. Government and the Economy: An Environmental Perspective
12	12.3.2. Active Voices: Civil Society and the Environment
12	12.7.6 Making and Implementing Environmental Laws

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:

Costs for each item are inclusive of all costs associated with printing and fulfillment. Such costs include, but are not limited to, the following, as described in the Scope of Work:

- Printing of each unit component specified in the chart below
- Storage and inventory costs of the EEI Curriculum product
- Pulling and packaging for shipment of teachers' orders submitted by CalRecycle
- Tax on any taxable services or products

Component	Price Per Page	Weighting	Total (ppp x weighting)
Teacher's Edition (Quantity: 1-9)	\$ 0.14746	X 1	\$ 0.14746
Teacher's Edition (Quantity: 10-49)	\$ 0.14746	X 1	\$ 0.14746
Teacher's Edition (Quantity: 50-99)	\$ 0.14746	X 1	\$ 0.14746
Teacher's Edition (Quantity: 100-199)	\$ 0.14746	X 1	\$ 0.14746
Teacher's Edition (Quantity: 200-299)	\$ 0.14746	X 1	\$ 0.14746
Teacher's Edition (Quantity: 300+)	\$ 0.14746	X 1	\$ 0.14746
Student Workbook/Student Edition (Quantity: 1-299)	\$ 0.04367	X 30	\$ 1.31024
Student Workbook/Student Edition (Quantity: 300-2999)	\$ 0.03056	X 30	\$ 0.91694
Student Workbook/Student Edition (Quantity: 3000-4999)	\$ 0.02958	X 30	\$ 0.88744
Student Workbook/Student Edition (Quantity: 5000-9000)	\$ 0.02925	X 30	\$ 0.87761
Student Workbook/Student Edition (Quantity: 9000+)	\$ 0.02925	X 30	\$ 0.87761
Word Wall Cards/Information Cards (Quantity: 1-9)	\$ 0.10103	X 1	\$ 0.10103
Word Wall Cards/Information Cards (Quantity: 10-49)	\$ 0.10103	X 1	\$ 0.10103
Word Wall Cards/Information Cards (Quantity: 50-99)	\$ 0.10103	X 1	\$ 0.10103
Word Wall Cards/Information Cards (Quantity: 100-199)	\$ 0.10103	X 1	\$ 0.10103
Word Wall Cards/Information Cards (Quantity: 200-299)	\$ 0.10103	X 1	\$ 0.10103
Word Wall Cards/Information Cards (Quantity: 300+)	\$ 0.10103	X 1	\$ 0.10103
Big Book (Quantity: 1-9)	\$ 0.37612	X 1	\$ 0.37612
Big Book (Quantity: 10-49)	\$ 0.37612	X 1	\$ 0.37612
Big Book (Quantity: 50-99)	\$ 0.37612	X 1	\$ 0.37612
Big Book (Quantity: 100-199)	\$ 0.37612	X 1	\$ 0.37612
Big Book (Quantity: 200-299)	\$ 0.37612	X 1	\$ 0.37612
Big Book (Quantity: 300+)	\$ 0.37612	X 1	\$ 0.37612
Dictionary/Reader (Quantity: 1-299)	\$ 0.02401	X 30	\$ 0.72029
Dictionary/Reader (Quantity: 300-2999)	\$ 0.01745	X 30	\$ 0.52364
Dictionary/Reader (Quantity: 3000-4999)	\$ 0.01691	X 30	\$ 0.50725

Dictionary/Reader (Quantity: 5000-9000)	\$ 0.01669	X 30	\$ 0.50069
Dictionary/Reader (Quantity: 9000+)	\$ 0.01669	X 30	\$ 0.50069
Poster (Quantity: 1-9)	\$ 0.30194	X 1	\$ 0.30194
Poster (Quantity: 10-49)	\$ 0.30194	X 1	\$ 0.30194
Poster (Quantity: 50-99)	\$ 0.30194	X 1	\$ 0.30194
Poster (Quantity: 100-199)	\$ 0.30194	X 1	\$ 0.30194
Poster (Quantity: 200-299)	\$ 0.30194	X 1	\$ 0.30194
Poster (Quantity: 300+)	\$ 0.30194	X 1	\$ 0.30194
Game Board/Student Map (Quantity: 1-9)	\$ 0.27397	X 1	\$ 0.27397
Game Board/Student Map (Quantity: 10-49)	\$ 0.27397	X 1	\$ 0.27397
Game Board/Student Map (Quantity: 50-99)	\$ 0.27397	X 1	\$ 0.27397
Game Board/Student Map (Quantity: 100-199)	\$ 0.27397	X 1	\$ 0.27397
Game Board/Student Map (Quantity: 200-299)	\$ 0.27048	X 1	\$ 0.27048
Game Board/Student Map (Quantity: 300+)	\$ 0.26720	X 1	\$ 0.26720
DVD 8.5 GB (Quantity: 500-1000)	\$ 1.77485	X 1	\$ 1.77485
DVD 8.5 GB (Quantity: 1001-5000)	\$ 1.04288	X 1	\$ 1.04288
DVD 8.5 GB (Quantity: 5001-10,000)	\$ 0.96640	X 1	\$ 0.96640
TOTAL			\$ 18.59941

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. 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 13951 Washington Avenue, San Leandro, CA 94578. Per diem will not be reimbursed for travel within 50 miles of Contractor's headquarters.

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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 the parties, for additional time and/or funding.
3. **BANKRUPTCY:** In the event proceedings in bankruptcy are commenced against the Contractor, or if Contractor is adjudged bankrupt, or if a receiver is appointed and qualifies, then CalRecycle may terminate this Agreement by giving Contractor five (5) days written notice.
4. **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.

5. **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.
6. **CONTRACTOR EVALUATIONS:** CalRecycle will evaluate the Contractor's performance within sixty days of the completion of this Agreement and shall remain on file by CalRecycle for a period of thirty-six months. If the Contractor does not satisfactorily perform the work or service specified in this Agreement, CalRecycle will submit a copy of the negative evaluation to the Department of General Services (DGS), Office of Legal Services, within five (5) working

days of the completion of the evaluation. Upon filing an unsatisfactory evaluation with the DGS, CalRecycle shall notify and send a copy of the evaluation to the Contractor within fifteen days. The Contractor shall have thirty days to prepare and send a written response to CalRecycle and the DGS. CalRecycle and the DGS shall file the Contractor's statement with the evaluation. (PCC §10369).

7. **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.
8. **CONFLICT-FUTURE BIDDING LIMITATION:** Pursuant to Public Contracts Code Section 10365.5:
 - (a) No person, firm, or subsidiary thereof who has been awarded a consulting services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.
 - (b) Subdivision (a) does not apply to any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services contract that amounts to no more than ten (10) percent of the total monetary value of the consulting services contract.
 - (c) Subdivisions (a) and (b) do not apply to consulting services contracts subject to Chapter 10 (commencing with Section 4525) of Division 5 of Title 1 of the Government Code.
9. **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.
10. **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 12065, Total Contract Amount \$500,000, pursuant to Government Code Section 7550."
11. **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.
12. **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.

13. **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)).
14. **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.
15. **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.
16. **IMPRACTICABILITY OF PERFORMANCE**: This Agreement may be suspended or cancelled, without notice at the option of the Contractor, if the Contractor's or CalRecycle 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.
17. **INSURANCE**: When required, the Contractor must provide: 1) a Certificate of Insurance insuring CalRecycle, and/or 2) verification of Worker's Compensation insurance. The Contractor must provide said Certificate of Insurance and/or verification to CalRecycle within ten (10) days after notification of CalRecycle's intent to award the Agreement. The Agreement will not be executed nor can work begin unless said Certificate of Insurance and/or verification is provided to CalRecycle.

The Certificate of Insurance must be in effect 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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **RECYCLED-CONTENT PRODUCT PURCHASING**: In the performance of this Agreement, the Contractor shall purchase used and/or recycled-content products as set forth on the back of the Recycled-Content Certification Form (Exhibit D, Attachment 1). For assistance in locating recycled-content products, please search the recycled-content product database available at: 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.

25. **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.
26. **SETTLEMENT OF DISPUTES:** In the event of a dispute, the Contractor shall file a "Notice of Dispute" with
CalRecycle's Director or his/her designee with ten (10) days of discovery of the problem. Within ten (10) days, the Director or his/her designee shall meet with the Contractor and CalRecycle Project Manager for the purpose of solving the dispute.
27. **STOP WORK NOTICE:** Immediately, upon receiving a written notice to stop work, the Contractor shall cease all work under this Agreement.
28. **SUBCONTRACTORS:** All Subcontractors previously identified in the bid/proposal submitted are considered to be acceptable to CalRecycle. Any change or addition of Subcontractors will be subject to the prior written approval of the Contract Manager or the Director or his/her designee. Upon termination of any Subcontract, the Contractor shall notify the Contract Manager or the Executive Director immediately. If CalRecycle or the Contractor determines that the level of expertise or the services required are beyond that provided by the Contractor or its routine Subcontractors, The Contractor 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.
29. **SUCCESSORS:** The provisions of this Agreement will be binding upon and inure to the benefit of CalRecycle, the Contractor, and their respective successors.
30. **TERMINATION:** CalRecycle shall have the right to terminate this Agreement at its sole discretion at any time upon thirty days written notice given to the Contractor. In the case of early termination, a final payment will be made to the Contractor upon approval by the Contract Manager of a financial report, invoices for costs incurred to date of termination and a written report describing all work performed by the Contractor to date of termination.

31. **UNRELIABLE LIST:** Prior to authorizing a Subcontractor(s) to commence work under this Agreement, the Contractor shall submit to CalRecycle a declaration from the Subcontractor(s), signed under penalty of perjury, stating that within the preceding three years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, have occurred with respect to the subcontractor(s).

Placement of 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.

32. **WASTE REDUCTION:** In the performance of this Agreement, the Contractor shall take all reasonable steps to ensure that materials purchased or consumed in the course of the project are utilized both effectively and efficiently to minimize the generation of waste. The steps should include, but not necessarily be limited to, the use of reusable products, the use of recyclable and compostable products, discretion in the amount of materials used, the provision of alternatives to disposal for materials consumed, and the practice of other waste reduction measures where feasible and appropriate.

33. **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.

STATE OF CALIFORNIA
 Department of Resources Recycling and Recovery (CalRecycle)
 CalRecycle 74C (Rev. 01/10 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 the CalRecycle Contract Manager.
 This form to be completed by contractor. The form must be completed and returned to CalRecycle with a row completed for each product purchased with contract dollars. Attach additional sheets if necessary. **Information must be included, even if the product does not contain recycled-content material.** Product labels, catalog/website descriptions, or bid specifications may be attached to this form as a method of providing that information. Add additional rows as needed.

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

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

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

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

Joe Atturio _____ K/P Corporation _____ 5/7/2017
 Print name Signature Company Date

(See footnotes on the back of this page.)

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

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

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

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

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

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

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD. 213 A (Rev 8/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

AGREEMENT NUMBER DRR12065	AMENDMENT NUMBER 1
REGISTRATION NUMBER 1287024	

- This Agreement is entered into between the State Agency and Contractor named below:
 STATE AGENCY'S NAME
Department of Resources Recycling and Recovery (CalRecycle)
 CONTRACTOR'S NAME
K/P Corporation
- The term of this June 1, 2013 through June 15, 2014
 Agreement is
- The maximum amount of this \$650,000.00
 Agreement after this amendment is: (Six hundred fifty thousand dollars and zero cents)
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 - This contract is being augmented for an additional \$150,000 (one hundred fifty thousand dollars). The total amount shall not exceed ~~\$500,000.00~~ \$650,000.00. The funding is necessary in order to print additional EEI Curriculum units.
 - Exhibit A, Scope of Work, has been revised to reflect new contact information.
 - Exhibit D, Item 2 allows for this Agreement to be amended for additional funding.

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only <div style="border: 1px solid black; padding: 5px; text-align: center;"> APPROVED APR 23 2014 DEPT OF GEN SERVICES </div> <input type="checkbox"/> Exempt per: <div style="background-color: black; width: 100px; height: 20px; margin-top: 5px;"></div>
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>K/P Corporation</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>4/2/2014</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Joe Atturio, Chief Executive Officer</u>		
ADDRESS <u>13951 Washington Avenue San Leandro, CA 94578-3220</u>		
STATE OF CALIFORNIA		
AGENCY NAME <u>Department of Resources Recycling and Recovery</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>4/10/14</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Tom Estes, Deputy Director</u>		
ADDRESS <u>1001 "I" Street Sacramento, CA 95814</u>		

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EXHIBIT A

(Revised)

2. The contract manager and project coordinator during the term of this agreement will be:

CalRecycle

Name: ~~Elizabeth Hambridge~~ Kami Wong
Phone: (916) 341-6768 319-9939
Fax: (916) 319-7360 7659
Email: ~~Elizabeth.Hambridge@calrecycle.ca.gov~~ Kami.Wong@calrecycle.ca.gov

K/P Corporation

Name: Tony Vecchio
Phone: (510) 543-4531
Fax: (510) 351-2555
Email: tvecchio@kpcorp.com

Direct all agreement inquiries to:

CalRecycle

Contracts Unit
Attention: Shelly Lewis
Address: 1001 I Street
Sacramento, CA 95814
Phone: (916) 341-6649
Fax: (916) 319-7503
Email: shelly.lewis@calrecycle.ca.gov

K/P Corporation

Name: Tony Vecchio
Address: 13951 Washington Avenue
San Leandro, CA 94578-3220
Phone: (510) 543-4531
Fax: (510) 351-2555
Email: tvecchio@kpcorp.com