



**DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY**

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**Notice to Prospective Bidders**

March 29, 2016

CalRecycle is seeking bids utilizing the Short Form Solicitation Process (SF) for electric forklift maintenance. You are invited to review and respond to this SF Process titled DRR15018 Electric Forklift Maintenance. In submitting your bid, you must comply with the instructions herein.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions, Special Terms and Conditions and Contractor Certification Clauses which are referenced in Section II of this package. 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 SF is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this SF is:

Melissa Mojonier  
[contracts@calrecycle.ca.gov](mailto:contracts@calrecycle.ca.gov)  
Phone: 916.341.6048  
Fax: 916.319.7390

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

Melissa Mojonier  
Contract Administrator

## 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) 341-6048

FAX: (916) 319-7390

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

### Service Needed

The Department of Resources Recycling and Recovery (CalRecycle) is seeking a Contractor to provide all labor, parts, travel, materials and equipment on an as-needed basis for repair and maintenance of two electric forklifts used in our West Sacramento warehouse.

### Contract Budget

Subject to the availability of funds and approval by CalRecycle, there is a current maximum budget of \$9,000.00. CalRecycle reserves the right to amend the budget for this Agreement as needs arise.

### Contract Term

The term of this Agreement will span approximately 12 months and is expected to begin in April 2016. CalRecycle reserves the right to amend the term of this Agreement as needs arise.

### Process Type

Request for Bid (SF)

### Process Schedule

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

Advertisement Date	March 30, 2016
Bid Submittal Deadline	April 5, 2016
Contract Award	April 6, 2016

## **Section II Rules and Conditions**

### **Introduction**

There are conditions that this SF, submitting Bidders, bids and resulting Agreements are subject to and/or required to comply with.

### **Contractor's Cost**

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

### **Addenda**

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

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

### **Errors in Submittals**

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

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

### **Electronic Waste Recycling**

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

### **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 Bidder'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, Bidders must submit a copy of the appropriate license(s) for each team member who will provide "professional" services under the contract.

The prospective Contractor must have the experience, qualifications, and resources to perform the work required by the resulting Agreement.

### **Commitment**

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

- All items noted in SF documents
- Special Terms and Conditions, which are included in the sample contract attached.
- General Terms and Conditions (GTCs) and Contractor Certification Clauses (CCCs) are both available for viewing at [www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx](http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx)

The above terms, conditions, and/or requirements are not subject to negotiation. Any Bidder 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 Bidders and benefit or enhance the Contract.

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

### **Section III Bid Submittal Requirements**

#### **Introduction**

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

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

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

#### **Deadline**

The Cost Bid Sheet must be e-mailed and received by CalRecycle, at the e-mail listed in Section I, Overview by **5:00 p.m. on April 5, 2016**.

Bids received after the deadline, will be considered late.

#### **Cost Breakdown**

The Cost Bid must specify the total cost, as required in the Cost Bid Sheet, Attachment A. The winning Bidder's invoices must be itemized as shown in the submitted Cost Bid Sheet.

The costs identified, should take into consideration the length of the Agreement, rise in salaries and administrative overhead costs.

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

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

The amount identified on the Cost Breakdown may not be changed and will remain in effect for the life of the Agreement.

No bid may be rejected arbitrarily or without reasonable cause.

## **Award of Agreement**

Award of this Agreement will be to the lowest responsive responsible Bidder meeting all of the SF requirements.

In the event of a tie, CalRecycle shall utilize a tie breaker to determine the winning Bidder. CalRecycle reserves the right to not award an Agreement.

## **Section IV Scope of Work**

The Contractor shall provide all labor, parts, travel, materials and equipment needed for as-needed repair and maintenance of two electric forklifts used in our West Sacramento warehouse. The services and technical specifications requirements are provided below.

### **1. Forklift preventative maintenance**

- A. The Contractor will furnish all labor, materials, equipment, tools, supplies, personnel and transportation necessary to conduct preventative maintenance.
- B. Preventative maintenance shall incorporate visual inspection of and the physical operation of all equipment in accordance with safety standards as established for industry forklifts.
- C. Preventative maintenance/calibration/inspection shall be performed on all forklifts on an annual basis, although services that are more frequent may be requested. All environmental fees shall be included in the preventative maintenance costs.
- D. Preventative maintenance shall be performed as needed and consist of, but not limited to:
  - Standard Forklift Safety Inspection
  - Lubrication, i.e. oil, water (batteries & cooling system), hydraulic, brake system
  - Oil and Filter Change if applicable
  - Minor Adjustments
  - Visual Inspection
  - Operational Checks
  - Clean with Compressed Air
  - Fuel System
  - Hydraulic System
  - Inspect Engine Compartment
  - Fluid Levels
  - Electrical System
  - Written Report For Files

### **2. Forklift repair service**

- A. The Contractor will complete repairs on-site at the hourly rate which shall include labor, supervision, equipment, travel, and incidentals.
- B. The Contractor shall perform Repair services upon an email or telephone request from CalRecycle. CalRecycle will contact Contractor 24 hours in advance for service. Contractor shall provide a service reference number to CalRecycle upon receiving request for service.
- C. The Contractor shall respond to a request for Repair services within one (1) business day.

D. The Contractor will perform Repair services within two (2) business days of request. If Repair services take longer than 72 hours to complete, the Contractor must notify CalRecycle for further instruction.

**3. Equipment requiring service**

- A. 2002 Toyota Forklift, model #7BCU18
- B. 2004 Daewoo forklift, model #BC25S-2

**4. Service location**

1590 Raley Court, Suite #40, West Sacramento, CA 95691

**5. Parts replacement**

- A. The Contractor shall notify CalRecycle prior to ordering and/or installing any parts. A written estimate of the required part(s) must be submitted to and approved in writing by CalRecycle's Contract Manager, prior to replacement.
- B. The Contractor shall provide a published price list for parts with the Contractor's invoice to CalRecycle's Contract Manager. All replacement parts will be invoiced at the listed rates, plus applicable tax(es), and invoiced in arrears.
- C. The Contractor shall ensure that all replacement parts are manufacturer approved, and are new, factory manufactured, or of equivalent quality and fully warranted.
- D. Contractor shall be responsible for disposal of replaced parts and materials, including payment of required fees, in accordance with all federal, State, and local regulations.

**6. Warranty**

- A. Parts: The Contractor warrants all new and repaired parts for a minimum of 90 days from the date of service performance.
- B. Services: The Contractor warrants all services performed for a minimum of 90 days from the date of service performance.
- C. The Contractor shall correct any equipment failure that has occurred due to defective parts or to poor workmanship, at no additional cost to CalRecycle, even if the contract expires. Repair and/or replacement shall be made within 10 business days, or as mutually agreed upon by CalRecycle and CalRecycle's Contract Manager.

**7. Contractor's general responsibilities**

The Contractor shall:

- A. be responsible for all permits, licenses and insurance.
- B. complete all work to the satisfaction of the CalRecycle representative or designee. In the event that the work performance of the Contractor is not satisfactory, the Contractor shall be notified and given 24 hours to remedy the defective work. Labor for all jobs requiring any rework shall be at no cost to

CalRecycle. If the Contractor fails to meet this requirement, CalRecycle reserves the right to obtain services from another source and deduct the cost from any monies due to the Contractor and/or existing contract.

- C. keep the premise free from accumulation of waste materials or rubbish caused by their operations at all times. Upon completion of the work, the Contractor shall remove all waste materials and rubbish from and around the facility, as well as all tool construction equipment, machinery and surplus materials, and shall clean all building surfaces and leave that area “broom clean.”
- D. be required to complete work during normal business hours between 8:00 a.m. and 4:00 p.m., Monday through Friday, except holidays.
- E. contact the CalRecycle Contract Manager thirty (30) minutes prior to the scheduled appointment site visit to allow the CalRecycle Contract Manager travel time.

Primary Contact: Joseph Fong at (916) 769-4280  
Alternative Contact: DeAngelo Davis at (916) 698-7806

- F. ensure that all service technicians are over the age of 18, trained and certified in accordance with Code of Federal Regulations, 29 CFR 1910.178 (1) have forklift mechanic experience working on Toyota and Daewoo propane and electric forklifts. Contractor must, upon request, provide copies of required certifications for service technicians that will be performing the work.
- G. ensure services conform to the latest requirements of Federal, State, City, and County regulations. Contractor is responsible for compliance with all applicable laws, codes, rules and regulations in connection with work performed under this Agreement.
- H. repair or replace equipment, at CalRecycle’s Contract Manager’s discretion, any equipment lost, damaged, or stolen while in Contractor’s possession. Replaced equipment will be of equivalent or better quality than equipment listed in the Scope of Work.
- I. replace components with new and not used or reconditioned, refurbished, reclaimed parts, or components from other forklifts or devices.
- J. upon completion of the repair of a forklift provide in writing to CalRecycle’s Contact Manager, a minimum 90 day warranty for all services rendered.
- K. provide a copy of all work, labor, materials, and receipts for repair or servicing of an forklift.
- L. supply replacement parts upon request of CalRecycle’s Contract Manager.
- M. not begin work on any forklifts without the approval by CalRecycle’s Contract Manager.
- N. use only factory authorized parts.
- O. guarantee a maximum of 7 business day delivery time on parts and repairs.

Attachment A

**COST BID SHEET**

Electric Forklift Repair and Maintenance Services

Complete this form and submit the original in accordance with this SOW.

Contractor Name: \_\_\_\_\_

Complete this form and submit only one copy. Note that the total contract cost may not exceed contract budget. Forklift repair and maintenance services will be scheduled based on CalRecycle's needs. Maintenance and Repair Labor costs will be used for evaluation purposes.

**Maintenance**

Preventative Maintenance Flat Rate Per Forklift (includes travel and environmental fees) \$ \_\_\_\_\_

**Repair Labor**

Hourly charges for repair labor (including labor, supervision, equipment, travel, incidentals and related items necessary to complete the repairs) \$ \_\_\_\_\_

**TOTAL BID PRICE (Maintenance and Repair charges)** \$ \_\_\_\_\_

**Parts Markup**

Percent of price markup (not to exceed 10%) for parts \_\_\_\_\_ %

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**STANDARD AGREEMENT**

Attachment B – Sample Contract

STD 213 (Rev 06/03)

AGREEMENT NUMBER <b>DRR15018</b>
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Department of Resources Recycling and Recovery (CalRecycle)

CONTRACTOR'S NAME

<To Be Determined>

2 The term of this Agreement is: \_\_\_\_\_ through \_\_\_\_\_  
 Or upon final approval, whichever is later

3. The maximum amount of this Agreement is: **\$9,000.00**  
 (**Nine thousand dollars and zero cents**)

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

Exhibit A – Scope of Work	4 page(s)
Exhibit B – Budget Detail and Payment Provisions	2 page(s)
Exhibit C* – General Terms and Conditions	GTC 610
Exhibit D – Special Terms and Conditions	6 page(s)
Attachment 1 – Recycled Content Certification	2 page(s)
Exhibit E** – Short Form Process DRR15018	
Exhibit F** – Proposal from <To Be Determined> in response to Short Form Process DRR15018	

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.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx](http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx)

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

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

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

Exempt per:  
 SCM Vol 1 § 4.04.A.2 \$50,000 or less

## EXHIBIT A

### SCOPE OF WORK

1. <To Be Determined> (Contractor) agrees to provide the Department of Resources Recycling and Recovery (CalRecycle), with forklift repair and maintenance services as described herein.
2. The Project Coordinators during the term of this Agreement will be:

#### CalRecycle Contract Manager

Name: Joseph Fong  
Phone: (916) 341-6097  
Fax: (916) 319-7629  
Email: joseph.fong@calrecycle.ca.gov

#### <To Be Determined>

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

Direct all agreement inquiries to:

#### CalRecycle Contract Analyst

##### Contracts Unit

Attention: Melissa Mojonnier  
Address: 1001 I St., MS 19-A  
Sacramento, CA 95814  
Phone: (916) 341-6048  
Fax: (916) 319-7390  
Email: melissa.mojonnier@calrecycle.ca.gov

#### <To Be Determined>

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

### 3. **WORK TO BE PERFORMED**

- A. The Contractor will furnish all labor, materials, equipment, tools, supplies, personnel and transportation necessary to conduct forklift preventative maintenance.
- B. Preventative maintenance shall incorporate visual inspection of and the physical operation of all equipment in accordance with safety standards as established for industry forklifts.
- C. Preventative maintenance/calibration/inspection shall be performed on all forklifts on an annual basis, although services that are more frequent may be requested. All environmental fees shall be included in the preventative maintenance costs.
- D. Preventative maintenance shall be performed as needed and consist of, but not limited to:
  - Standard Forklift Safety Inspection
  - Lubrication, i.e. oil, water (batteries & cooling system), hydraulic, brake system
  - Oil and all Filter Change
  - Minor Adjustments
  - Visual Inspection
  - Operational Checks
  - Clean with Compressed Air
  - Fuel System
  - Hydraulic System
  - Inspect Engine Compartment
  - Fluid Levels

- Electrical System
- Written Report For Files

#### 4. **FORKLIFT REPAIR SERVICE**

- A. The Contractor will complete repairs on-site at the hourly rate which shall include labor, supervision, equipment, travel, and incidentals.
- B. The Contractor shall perform Repair services upon an email or telephone request from CalRecycle's Contract Manager. CalRecycle's Contract Manager will contact Contractor 24 hours in advance for service. Contractor shall provide a service reference number to CalRecycle's Contract Manager upon receiving request for service.
- C. The Contractor shall respond to a request for Repair services within one (1) business day.
- D. The Contractor will perform Repair services within two (2) business days of request. If Repair services take longer than 72 hours to complete, the Contractor must notify CalRecycle's Contract Manager for further instruction.

#### 5. **EQUIPMENT REQUIRING SERVICE**

- A. 2002 Toyota Forklift, model #7BCU18
- B. 2004 Daewoo forklift, model #BC25S-2

#### 6. **SERVICE LOCATION**

1590 Raley Court, Suite #40, West Sacramento, CA 95691

#### 7. **PARTS REPLACEMENT**

- A. The Contractor shall notify CalRecycle's Contract Manager prior to ordering and/or installing any parts. A written estimate of the required part(s) must be submitted to and approved in writing by CalRecycle's Contract Manager, prior to replacement.
- B. The Contractor shall provide a published price list for parts with the Contractor's invoice to CalRecycle's Contract Manager. All replacement parts will be invoiced at the listed rates, plus applicable tax(es), and invoiced in arrears.
- C. The Contractor shall ensure that all replacement parts are manufacturer approved, and are new, factory manufactured, or of equivalent quality and fully warranted.
- D. Contractor shall be responsible for disposal of replaced parts and materials, including payment of required fees, in accordance with all federal, State, and local regulations.

#### 8. **WARRANTY**

- A. Parts: The Contractor warrants all new and repaired parts for a minimum of 90 days from the date of service performance.
- B. Services: The Contractor warrants all services performed for a minimum of 90 days from the date of service performance.
- C. The Contractor shall correct any equipment failure that has occurred due to defective parts or to poor workmanship, at no additional cost to CalRecycle, even if the contract expires. Repair and/or

replacement shall be made within 10 business days, or as mutually agreed upon by Contractor and CalRecycle's Contract Manager.

## 9. CONTRACTOR'S GENERAL RESPONSIBILITIES

The Contractor shall:

- A. be responsible for all permits, licenses and insurance.
- B. complete all work to the satisfaction of the CalRecycle representative or designee. In the event that the work performance of the Contractor is not satisfactory, the Contractor shall be notified and given 24 hours to remedy the defective work. Labor for all jobs requiring any rework shall be at no cost to CalRecycle. If the Contractor fails to meet this requirement, CalRecycle reserves the right to obtain services from another source and deduct the cost from any monies due to the Contractor and/or existing contract.
- C. keep the premise free from accumulation of waste materials or rubbish caused by their operations at all times. Upon completion of the work, the Contractor shall remove all waste materials and rubbish from and around the facility, as well as all tool construction equipment, machinery and surplus materials, and shall clean all building surfaces and leave that area "broom clean."
- D. be required to complete work during normal business hours between 8:00 a.m. and 4:00 p.m., Monday through Friday, except state holidays.
- E. contact CalRecycle's Contract Manager thirty (30) minutes prior to the scheduled site visit to allow CalRecycle's Contract Manager time to travel to the site.
  - Primary Contact: Joseph Fong at (916) 769-4280
  - Alternative Contact: DeAngelo Davis at (916) 698-7806
- F. ensure that all service technicians are over the age of 18, trained and certified in accordance with Code of Federal Regulations, 29 CFR 1910.178 (1) have forklift mechanic experience working on Toyota and Daewoo propane and electric forklifts. Contractor must, upon request, provide copies of required certifications for service technicians that will be performing the work.
- G. ensure services conform to the latest requirements of Federal, State, City, and County regulations. Contractor is responsible for compliance with all applicable laws, codes, rules and regulations in connection with work performed under this Agreement.
- H. repair or replace equipment, at CalRecycle's Contract Manager's discretion, any equipment lost, damaged, or stolen while in Contractor's possession. Replaced equipment will be of equivalent or better quality than equipment listed in the Scope of Work.
- I. replace components with new and not used or reconditioned, refurbished, reclaimed parts, or components from other forklifts or devices.
- J. upon completion of the repair of a forklift provide in writing to CalRecycle's Contact Manager, a minimum 90 day warranty for all services rendered.
- K. provide a copy of all work, labor, materials, and receipts for repair or servicing of an forklift.
- L. supply replacement parts upon request of CalRecycle's Contract Manager.
- M. not begin work on any forklifts without the approval by CalRecycle's Contract Manager.
- N. use only factory authorized parts.

O. guarantee a maximum of 7 business day delivery time on parts and repairs.

**10. RESPONSIBILITIES OF CALRECYCLE**

- A. CalRecycle staff shall not perform maintenance service or attempt repairs to equipment while such equipment is under this Agreement.
- B. CalRecycle shall permit the Contractor access to the equipment, subject to State's security regulations.

## 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:

Preventative Maintenance Flat Rate per forklift: \$TBD

Repair Labor Hourly Rate: \$TBD

Parts Markup Percent: No greater than TBD %

## 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**: 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 DRR15018, Total Contract Amount \$9,000.00, pursuant to Government Code Section 7550."

10. DELIVERABLES: All documents and/or reports drafted for publication by or for CalRecycle in accordance with this contract shall adhere to CalRecycle's Contractor Publications Guide at [www.calrecycle.ca.gov/Contracts/PubGuide/](http://www.calrecycle.ca.gov/Contracts/PubGuide/) and shall be reviewed by CalRecycle's Contract Manager in consultation with CalRecycle editor.

11. ENTIRE AGREEMENT: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with the Attachments and/or Exhibits hereto, contains the entire Agreement of the parties.
12. ENVIRONMENTAL JUSTICE: In the performance of this Agreement, the Contractor shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low income populations of the State. (Government Code Section 65040.12(e)).
13. FORCE MAJEURE: Neither CalRecycle nor the Contractor, including the Contractor's subcontractor(s), if any, will be responsible hereunder for any delay, default or nonperformance of this Agreement, to the extent that such delay, default or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, or flood, or any other cause beyond the reasonable control of such party.
14. GRATUITIES: CalRecycle may terminate this Agreement if gratuities were offered or given by the Contractor, or any agent or representative of the Contractor, to any employee of CalRecycle, with a view toward securing a contract or securing favorable treatment with respect to awarding or amending or making a determination with respect to performance of this Agreement.
15. IMPRACTICABILITY OF PERFORMANCE: This Agreement may be suspended or cancelled, without notice at the option of the Contractor, if the Contractor's or CalRecycle premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service or in the event the Contractor is unable to render service as a result of any action by any governmental authority.
16. INSURANCE: When required, the Contractor must provide: 1) a Certificate of Insurance insuring CalRecycle, and/or 2) verification of Worker's Compensation insurance. The Contractor must provide said Certificate of Insurance and/or verification to CalRecycle within ten (10) days after notification of CalRecycle's intent to award the Agreement. The Agreement will not be executed nor can work begin unless said Certificate of Insurance and/or verification is provided to CalRecycle.

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

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

In the event the Certificate of Insurance should expire or be cancelled during the term of this Agreement, the Contractor agrees to provide, at least thirty days prior to said expiration or cancellation, a new Certificate of Insurance evidencing coverage, as

provided for herein, for not less than one (1) year or for the remainder of the contractual agreement, whichever is greater. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, CalRecycle may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

17. LIABILITY FOR NONCONFORMING WORK: The Contractor will be fully responsible for ensuring the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, CalRecycle, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing CalRecycle for any additional expenses incurred to cure such defects.

18. LICENSE OR PERMITS: The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

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

19. 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/rcpm](http://www.calrecycle.ca.gov/rcpm) . If after searching the database, contractors are unable to find the recycled-content products they are looking for, please notify CalRecycle's Contract Manager. All recycled content products purchased or charged/billed to CalRecycle that are printed upon such as promotional items, publications, written materials, and other educational brochures shall have both the total recycled content (TRC) and the post-consumer (PC) content clearly printed on them.
- In addition, any written documents such as, publications, letters, brochures, and/or reports shall be printed double-sided on 100% post-consumer (PC) paper. Specific pages containing full-color photographs or other ink-intensive graphics may be printed on photographic paper. The paper should identify the post-consumer recycled content of the paper (i.e., "printed on 100% post-consumer paper"). When applicable, the Contractor shall provide the Contract Manager with an electronic copy of the document and/or report for CalRecycle's uses. When appropriate, only an electronic copy of the document and/or report shall be submitted and no hard copy shall be provided.
24. **REMEDIES:** Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under the Agreement, at law or in equity, and exercise of one right or remedy will not be deemed a waiver of any other right or remedy.
25. **SETTLEMENT OF DISPUTES:** In the event of a dispute, the Contractor shall file a "Notice of Dispute" with CalRecycle's Director or his/her designee 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.

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 (\$)	<sup>1</sup> Percent Postconsumer Material	<sup>2</sup> SABRC Product Category Code	SABRC Meets

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

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

\_\_\_\_\_  
 Print name                      Signature                      Company                      Date  
 (See footnotes on the back of this page.)

Postconsumer material comes from products that were bought by consumers, used, 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

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

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

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

Code	Description 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