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DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

Notice to Prospective Bidders

July 22, 2026

You are invited to review and respond to this Invitation for Bids (IFB), entitled “DRR26040 - Mobile Shredding Services”. 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 this package.

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

Marie Nudi

marie.nudi@calrecycle.ca.gov

Please copy: contracts@calrecycle.ca.gov

Phone: (916) 324-0857

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

Marie Nudi
Contractor Administrator

1. OVERVIEW

1.1. GENERAL INFORMATION

CalRecycle's mission is to protect California's environment and climate for the health and prosperity of future generations through the reduction, reuse and recycling of California resources, environmental education, disaster recovery and the transition from a disposable to a fully circular economy.

1.2. 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) 324-0857

Email: marie.nudi@calrecycle.ca.gov

Please copy: contracts@calrecycle.ca.gov

1.3. SERVICE NEEDED

The Contractor shall provide onsite mobile shredding services at CalRecycle locations throughout California including Sacramento, West Sacramento, Riverside, San Diego, Cerritos, and Clovis.

Refer to the Sample Standard Agreement for a complete description of the [EXHIBIT A: SCOPE OF WORK](#).

1.4. CONTRACT BUDGET

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

Subject to availability of funds and approval by CalRecycle, there is a current maximum budget of \$33,500.00 (Thirty-three thousand, five hundred dollars and zero cents).

1.5. CONTRACT AMENDMENT

Contracts awarded based on a law requiring competitive bidding may only be amended if the law explicitly allows it and the amendment does not materially alter the original items. CalRecycle reserves the right to amend the Agreement for additional time as required for completion of work or to increase funding in accordance with [EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS](#) of the resulting Agreement. Amendments are subject to the limitations set forth in the State Contracting Manual (SCM), including but not limited to Sections 3.09 and 5.81. Contracts awarded based on a law requiring competitive bidding may only be amended if the law explicitly allows it and the amendment does not materially alter the original terms.

All amendments require the execution of a Std. 213A and, if applicable, approval by the Department of General Services (DGS).

1.6. ADVANCE PAYMENT

Advance Payments pursuant to Government Code § 11019.3

In accordance with Government Code § 11019.3, a Contractor that is either a federally recognized Indian tribe or a nonprofit organization as defined by Section 501(c)(3) of the Internal Revenue Code

may request an advance payment of up to twenty-five percent (25%) of the contract amount to address minimum immediate cash requirements necessary to carry out the purpose of this Contract.

A Contractor seeking an advance payment is responsible for reviewing Government Code § 11019.3 in its entirety to ensure it can comply with all statutory obligations. If the Contractor determines it can meet all statutory criteria and elects to request an advance payment, the Contractor may submit a written request to the Contract Manager prior to execution of the contract.

Consistent with Government Code § 11019.3, CalRecycle will prioritize requests from Contractors serving disadvantaged, low-income, and under-resourced communities, and those with documented cash flow challenges.

1.7. CONTRACT TERM

The term of this agreement will span approximately thirty-six (36) months and is expected to begin in September 2026. The contract term may change if CalRecycle makes an award earlier than expected or if CalRecycle cannot execute the contract in a timely manner due to unforeseen delays.

CalRecycle reserves the right to amend the term of this Agreement as needs arise.

1.8. PROCESS TYPE

Invitation for Bid (IFB)

1.9. PROCESS SCHEDULE

Advertisement Date	July 22, 2026
Written Questions Due by 5:00 pm	July 29, 2026
Submittals Due by 2:00 pm	August 7, 2026
Bid Opening	August 7, 2026 @ 3:00 PM

2. RULES AND CONDITIONS

2.1. INTRODUCTION

Submitting Bidders, their bids, and any resulting Contracts shall be subject to, and must comply with, all applicable conditions.

2.2. COMMITMENT

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

- All items noted in IFB documents
- Special Terms and Conditions, which are included in the attached sample [EXHIBIT D: SPECIAL TERMS AND CONDITIONS](#)
- General Terms and Conditions (GTCs) and Contractor Certification Clauses (CCCs) are both available for viewing at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

The above terms, conditions, and/or requirements are not subject to negotiation. Any 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 IFB.

2.3. CONFLICT OF INTEREST AND FOLLOW-ON CONTRACTS

Pursuant to PCC § 10365.5, a person, firm, or subsidiary awarded a consulting services contract is prohibited from submitting a bid or being awarded a new contract for the goods or services suggested in the initial contract. This prohibition also applies to subcontractors that provide(d) more than 10% of the dollar value of a consulting services contract.

All bidders are required to disclose whether they, or any subcontractor they intend to use, are currently providing consulting services to CalRecycle, or have provided such services to CalRecycle within the five (5) years preceding the release of this solicitation.

2.4. ANTITRUST CLAIMS

In submitting a Bid Package to a public purchasing body, the Bidder offers and agrees that if the Bid Package is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the Bid Package. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder. (See Government Code section 4552.)

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the Bid Package price, less the expenses incurred in obtaining that portion of the recovery. (See Government Code section 4553.)

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been

injured thereby, or (b) the assignee declines to file a court action for the cause of action. (See Government Code section 4554.)

2.5. CONTRACTOR'S COST

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

2.6. PUBLIC RECORDS ACT

All materials submitted in response to this IFB will become the property of CalRecycle and, as such, are subject to the Public Records Act (Government Code sections 7920.000 et seq.). CalRecycle will disregard any language purporting to render all or portions of any IFB package confidential.

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

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

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

2.7. WRITTEN QUESTIONS

Bidders needing clarification of the requirements of this solicitation may submit questions to CalRecycle's Contracts Unit via email at Contracts@calrecycle.ca.gov. All inquiries must be

received no later than July 29, 2026. Questions will not be accepted via any other method.

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

Oral communications with CalRecycle officers and employees shall be non-binding on the State and shall in no way exclude the Bidders of any obligations as set forth in this package. All questions or inquiries regarding this solicitation shall be submitted via email to CalRecycle's Contracts Unit at Contracts@calrecycle.ca.gov. Emails should be clearly marked "Questions Relating to SOLICITATION DRR26040".

The questions and answers will be published via Addenda.

2.8. ADDENDA

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

Any ambiguity, conflict, discrepancy, omission, or other error discovered in the IFB should immediately be reported to CalRecycle prior to the deadline for submission of written questions. CalRecycle will issue addenda to address such issues. Addenda will be available on CalProcure at <https://caleprocure.ca.gov/> and on the CalRecycle webpage for this particular solicitation at www.calrecycle.ca.gov/contracts.

Any addendum that includes IFB revisions will be made within the electronic bid system and a system-generated Summary of Changes document will be made available to all Proposers. The revisions will replace all prior versions of the IFB.

2.9. MODIFICATION OF SUBMITTALS

A Bid submitted prior to the submittal deadline can be withdrawn or modified by the submitting Bidder. The Bidder must:

- Log in to the electronic bid system Vendor Submission Portal and make any necessary changes to required documents.

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

2.10. 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.

2.11. UNRELIABLE LIST

Any Contractor or Subcontractor currently on the CalRecycle Unreliable list is ineligible to apply for or participate in this Contract.

2.12. UPLOAD OF SUBMITTALS

All required documents must be submitted through the electronic bid system Vendor Submission Portal. The required documents are provided as a reference file or a link to download, complete, and then upload. The electronic bid system allows for multiple file uploads. For any issues with completing an upload, Bidders must reach out to the Vendor support team via email at support@authorium.com for assistance. CalRecycle is not aware of any file size restrictions.

CalRecycle will not accept submittals after the deadline. To allow for any technical complications, Bidders are encouraged to submit their bids well in advance of the deadline.

2.13. ELECTRONIC WASTE RECYCLING

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

2.14. USE TAX

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

2.15. SUBCONTRACTORS

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

The Department of General Services (DGS), Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) oversees the Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) certification programs. If awarded the Contract, the Contractor must use all of the SB and DVBE firms identified on the [ATTACHMENT 8: BIDDER DECLARATION \(DGS PD 05-105\)](#). These firms must perform a commercially useful function. Per Government Code section 14837(d)(4), a certified small business or microbusiness is deemed to perform a commercially useful function if the business does all of the following:

1. Is responsible for the execution of a distinct element of the work of the contract
2. Carries out its obligation by actually performing, managing, or supervising the work involved;
3. Performs work that is normal for its business services and functions;
4. Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing (if applicable) and making payment; and
5. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

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

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

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

2.16. GENERATIVE ARTIFICIAL INTELLIGENCE

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

The firm must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

Upon notification by the firm of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State.

Government Code § 11549.64 defines “Generative Artificial Intelligence (GenAI)” as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system’s training data.

CalRecycle has developed [ATTACHMENT 12: GENAI REPORTING & QUESTIONNAIRE \(CALRECYCLE 76\)](#) to be completed and submitted by the firm with the SOQ package.

3. BID SUBMITTAL REQUIREMENTS

3.1. 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.

3.2. DEADLINE

Bid packages must be submitted through the electronic bid system. All submission requirements must be completed by the "Submittals Due" date in [Section 1.9. PROCESS SCHEDULE](#).

Bids will not be accepted after the deadline.

3.3. COVER LETTER

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

- a. Name and address of the Bidder submitting qualifications;
- b. Bidder's Headquarters for purposes of this Agreement, if awarded;

- c. Name, telephone number, and e-mail address of a person who can be contacted if further information is required;
- d. Name, title, address, telephone number, and e-mail address of individual(s) with authority to execute a binding Agreement on behalf of the Bidder;
- e. Statement that personnel who will provide services under the Agreement will have the required certifications and that Bidder will have qualified personnel available to meet the service needs;
- f. Statement stating that the Contractor and any Subcontractors to be used during the performance of the Contract are eligible to Contract with the State of California, pursuant to PCC 10286;
- g. List of Contractor's and any subcontractor(s') business names, identification of certified Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) status, if applicable, and corresponding Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) Reference number(s) issued by the DGS.
- h. Statement acknowledging the receipt of all issued Addenda pertaining to this IFB; and
- i. Statement disclosing whether the proposer, or any subcontractor they intend to use, are currently providing consulting services to CalRecycle, or have provided such services to CalRecycle within the five (5) years preceding the release of this solicitation, if applicable.

3.4. QUALIFICATIONS AND RESOURCES

The prospective Contractor shall have the experience, qualifications, and resources to perform the required tasks of the project.

- A. Three (3) years' experience performing onsite mobile shredding services.
- B. The Contractor shall have the appropriate business license(s) and permit(s) for the state, city, or county of primary business locations.
- C. The Contractor shall provide an enclosed, truck-mounted, industrial shredder, which has its own power source and will be able to provide full service regardless of weather conditions. The Contractor's truck-mounted industrial shredder shall be able to shred a minimum of 4,000 pounds of materials per hour. The Contractor shall also ensure access to a back-up industrial shredder of the same capacity as their primary shredder for immediate use in case their primary shredder becomes inoperable.

Each Bid must include a description of the resources to be used on the project while demonstrating

an individual or team members' abilities to perform the work. The Bid must include résumés for the Project Manager, Personnel and Subcontractors, that include:

- Experience
- Knowledge
- Educational Background
- Appropriate licensing

3.5. ORGANIZATION

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

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

3.6. REFERENCES

The Bidder's team shall provide a minimum of three (3) verifiable references and/or experience that support the above qualifications. (See [ATTACHMENT 6: CLIENT REFERENCES](#))

CalRecycle reserves the right to seek references in addition to the client references provided by the Bidder, as it deems necessary.

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

3.7. CONTRACTOR ELIGIBILITY

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

3.8. LICENSES AND CERTIFICATIONS

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.
- A Sole Proprietorship or General Partnership that is not registered with the Secretary of State must provide at least one of the following documents:
 - Copy of Fictitious Business name registration issued by the county where a business operates
 - A FEIN confirmation letter from the IRS confirming your business's Employer Identification Number (EIN), also known as a Federal Tax Identification Number (FEIN)
 - Proof of Business Insurance
 - Proof of registration with the Employment Development Department (EDD)
 - Invoice or contract on company letterhead demonstrating recent business activity
 - Proof of registration from the city, county or other local government entity in which the principal place of business is located.
 - A copy of the Proposer's SB/DVBE certification issued by DGS, OSDS.
- Proof of Insurance
- 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.

3.9. SMALL BUSINESS (SB) PARTICIPATION

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

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

- If the Bidder is a certified OSDS SB, as defined in [Section 5. DEFINITIONS AND TERMS](#), the [ATTACHMENT 8: BIDDER DECLARATION \(DGS PD 05-105\)](#) shall be completed and submitted

with the Bid package.

- If the Bidder has identified Subcontractors to be utilized to meet this goal, the Bidder Declaration shall be completed and submitted with the Bid package.

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

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

3.10. SMALL BUSINESS PREFERENCE APPLICATION

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

A five percent (5%) bid preference is available to a non-SB claiming twenty-five percent (25%) California certified SB Subcontractor participation. If claiming the non-SB Subcontractor preference, the bid response must include a list of the SBs with which the Bidder commits to subcontract in an amount of at least twenty-five percent (25%) of the net bid price with one of more California certified SBs. Each listed certified SB must perform a "commercially useful function" in the performance of the Contract as defined in Government Code Section 14837(d)(4).

The required list of California certified SB subcontracts must be attached to the bid response and must include the following: 1) Subcontractor name, 2) address, 3) phone number, 4) a description of the work to be performed and/or products supplied, 5) and the dollar amount or percentage of the net bid price (as specified in the solicitation) per Subcontractor. Use the [ATTACHMENT 8: BIDDER DECLARATION \(DGS PD 05-105\)](#) to report this information.

In no event shall the SB preference or non-SB subcontracting preference exceed \$50,000 in any single bid.

A five percent (5%) small business preference will be granted to Bidders certified as “Small Business” in accordance with 2 CCR section 1896 et seq. Certification must be provided by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS). CalRecycle will apply the preference per State law and as described on the Department of General Services website, at <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>

The application of the five percent (5%) small business bidding preference is extended to a bidder whose business is not certified as a small business but commits to subcontracting at least twenty-five percent (25%) of its net bid price to businesses that are California certified small businesses and/or microbusinesses. For award based on low price, the preference is applied during the evaluation process and is only applied for responsive bids from responsible bidders proposing the percentage of SB participation.

A copy of the Bidder’s SB certification should be included with the Bid Package.

The computation is for evaluation purposes only. Application of the preference shall not displace an award to a small business with a non-SB claiming 25% CA certified SB subcontractor participation.

If the Bidder makes a commitment to achieve the SB participation required to claim the SB preference and is awarded this Contract, the Bidder must, within 60 days of receiving final payment or within such other time period as may be specified elsewhere in this Contract, report to the awarding Department the actual percentage of SB participation that was achieved (Govt. Code § 14841). Refer to the [ATTACHMENT 2: SMALL BUSINESS \(SB\) SUBCONTRACTOR PAYMENT CERTIFICATION](#) to fulfill this requirement.

3.11. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) INCENTIVE APPLICATION

Any Bidder competing in this process as a California certified DVBE, or as a non-DVBE certifying to subcontract a minimum of 3% of the total contract services to a California certified DVBE, will receive an incentive. The incentive amounts for DVBE participation percent are as shown below:

1. Five percent (5%) or more participation will receive a five percent (5%) incentive calculation.

2. Four percent (4%) participation will receive two percent (2%) incentive calculation.
3. Three percent (3%) participation will receive one percent (1%) incentive calculation.

The percentage of DVBE Incentive will be equal to percentage of a bidder's DVBE participation (rounded down to the nearest two decimal places) and subject to a minimum of 1.00% and a maximum of 5.00% and will not exceed \$100,000.00. Bids with DVBE Participation of greater than 5.00% will be calculated with a maximum of 5.00% Incentive and will not exceed \$100,000.00.

Certification must be provided by DGS, OSDS.

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

The required list of California certified DVBE subcontracts must be attached to the bid response and must include the following: 1) Subcontractor name, 2) address, 3) phone number, 4) a description of the work to be performed and/or products supplied, 5) and the dollar amount or percentage of the net bid price (as specified in the solicitation) per Subcontractor. Use the [ATTACHMENT 8: BIDDER DECLARATION \(DGS PD 05-105\)](#) to report this information.

Bidders claiming an incentive must commit to subcontract at least three percent (3%) of the net bid price with one or more California certified DVBEs. Completed certification applications and required support documents must be submitted to the office of Small Business and DVBE Certification (OSDS) no later than 5:00 p.m. on the bid due date, and the OSDS must be able to approve the application as submitted.

Questions regarding certification should be directed to OSDS at Certification@dgs.ca.gov and/or (916) 375-4940.

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

above.

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

A copy of the Bidder's DVBE certification should be included with the Bid Package. For information on locating DVBE resources please refer to [Section 3.15. SB/DVBE RESOURCES](#).

If awarded, the Bidder who has made a commitment to achieve (DVBE) participation must, within 60 days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in this agreement) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE(s); and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation (Military & Veterans Code (M&VC) § 999.5(d)). Refer to the Small Business and [ATTACHMENT 3: DISABLED VETERAN BUSINESS SUBCONTRACTOR PAYMENT CERTIFICATION \(STD 817\)](#) to fulfill this requirement.

3.12. SB/DVBE REPORTING REQUIREMENT

In compliance with GC 14841, awarded Contractor shall, upon completion of an awarded contract for which a commitment to small business subcontractors, report to CalRecycle the actual percentage of small business participation that was achieved.

In compliance with M&VC 999.5(d) and 999.7, awarded Contractor shall, upon completion of an awarded contract for which the Contractor entered into a subcontract with a DVBE, certify to CalRecycle all of the following:

1. The total amount the prime contractor received under the contract.

2. The name and address of the DVBEs that participated in the performance of the contract and the contract number.
3. The amount and percentage of work the prime contractor committed to provide to one or more DVBEs under the requirements of the contract and the amount each DVBE received from the prime contractor.
4. That all payments under the contract have been made to the DVBE. Upon request by the awarding department, the prime contractor shall provide proof of payment for the work.

After being awarded, Contractor shall use the DVBE subcontractors or suppliers proposed in the bid to the state unless a substitution is requested and approved. Contractor shall request the substitution in writing to CalRecycle and receive approval from both the CalRecycle and DGS in writing prior to the commencement of any work by the proposed subcontractor or supplier. A DVBE subcontractor may only be replaced by another DVBE subcontractor. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

If for this contract, Contractor made a commitment to achieve the DVBE participation goal, CalRecycle will withhold \$10,000 from the final payment, or the full final payment if less than \$10,000, until the Contractor complies with the certification requirements above. A Contractor that fails to comply with the certification requirement shall, after written notice, be allowed to cure the defect. Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of notice, the prime Contractor refuses to comply with the certification requirements, the CalRecycle shall permanently deduct \$10,000 from the final payment, or the full payment if less than \$10,000.

A person or entity that knowingly provides false information shall be subject to a civil penalty for violation (M&VC § 999.5(d); GC § 14841). Contractor agrees to comply with the rules, regulations, ordinances, and statutes that apply to the DVBE program as defined in Section 999 of the M&VC, including, but not limited to, the requirements of Section 999.5(d). (PCC Code 10230.)

Refer to the [ATTACHMENT 2: SMALL BUSINESS \(SB\) SUBCONTRACTOR PAYMENT CERTIFICATION](#) and [ATTACHMENT 3: DISABLED VETERAN BUSINESS SUBCONTRACTOR PAYMENT CERTIFICATION \(STD 817\)](#) to fulfill this requirement.

3.13. DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION (DVBE)

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

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

- If the Bidder is a certified OSDS DVBE, as defined in SECTION 5. DEFINITIONS AND TERMS, the [ATTACHMENT 8: BIDDER DECLARATION](#) shall be completed and submitted with the Bid package.
- If the Bidder has identified Subcontractors to be utilized to meet this goal, the [ATTACHMENT 8: BIDDER DECLARATION](#) shall be completed and submitted with the Bid package.
- Bidder claiming the DVBE incentive must complete and return the [ATTACHMENT 1: DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS \(DGS PD 843\)](#).

After being awarded, the Contractor shall use the DVBE subcontractors or suppliers proposed in the bid to the State unless a substitution is requested and approved. The Contractor shall request the substitution in writing to CalRecycle and receive approval from both CalRecycle and DGS in writing prior to the commencement of any work by the proposed subcontractor or supplier. A DVBE subcontractor may only be replaced by another DVBE subcontractor. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

The Contractor shall report and certify DVBE subcontractor payments to CalRecycle by completing and submitting an accurate Prime Contractor's Certification [ATTACHMENT 3: DISABLED VETERAN BUSINESS SUBCONTRACTOR PAYMENT CERTIFICATION \(STD 817\)](#) upon contract completion. CalRecycle will withhold \$10,000 from the final payment, or the full final payment if less than \$10,000, until the Contractor complies with the reporting and certification requirements above. A Contractor that fails to comply with the reporting and certification requirement shall, after written notice, be

allowed to cure the defect. Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of notice, the prime contractor refuses to comply with the certification requirements, CalRecycle will permanently deduct \$10,000 from the final payment, or the full payment if less than \$10,000.

A person or entity that knowingly provides false information shall be subject to a civil penalty for violation (M&VC § 999.5(d); GC § 14841). The Contractor agrees to comply with the rules, regulations, ordinances, and statutes that apply to the DVBE program as defined in Section 999 of the M&VC, including, but not limited to, the requirements of Section 999.5(d). (PCC Code 10230.)

3.14. COMMERCIALLY USEFUL FUNCTION (CUF) CERTIFICATION

Each listed certified SB/MB or DVBE (prime or subcontractor) must perform a "commercially useful function" in the performance of the contract as defined in Government Code Section 14837(d)(4). Proposers and any subcontractor who is not performing a CUF will have their proposals deemed nonresponsive. A SB/MB or DVBE is deemed to perform a CUF when the contractor does all the following:

1. Is responsible for the execution of a distinct element of the work of the Agreement.
2. Carries out its obligation by actually performing, managing, or supervising the work involved.
3. Performs work that is normal for its business services and functions.
4. Is responsible, with respect to products, inventories, materials, and supplies required for the agreement, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.
5. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

Each listed certified SB/MB or DVBE is required to use [ATTACHMENT 4: COMMERCIALLY USEFUL FUNCTION \(CUF\) CERTIFICATION \(CALRECYCLE 75\)](#). Agreements resulting from this solicitation shall afterward be monitored for compliance with CUF for the duration of the agreement.

3.15. SB/DVBE RESOURCES

The following may be used to locate DVBE Suppliers.

STATE: State of California, Department of General Services, Procurement Division, Office of Small Business and DVBE Services (OSDS) offers many services that assist contractor/business owners with a variety of information designed to streamline the State contracting process. OSDS also certifies DVBE contractors. For more information, please contact OSDS to find out more:

Office of Small Business and DVBE Services
Department of General Services
Procurement Division
707 Third Street
West Sacramento, CA 95605
Phone: (916) 375-4940
Email: OSDSHelp@dgs.ca.gov

Access the list of Focus-Trade Papers and Referral Organizations at:

<https://www.dgs.ca.gov/-/media/Divisions/PD/OSDS/Certification/CUF/Focus-TradePaper.pdf?Ia=en&hash=A310ABD432B537302CFFF6C1812166C3D88DC689> or contact
SB.DVBECompliance@dgs.ca.gov

Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD) online certified firm database at:

<https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>

Search by “Keywords” or United Nations Standard Products and Services Codes (UNSPSC) that apply to the elements of work you want to subcontract to a DVBE.

Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: <https://www.caleprocure.ca.gov/pages/index.aspx>

Remember to verify each firm's status as a California certified DVBE.

AWARDING DEPARTMENT: Contact the department's contracting official named in this solicitation for any DVBE suppliers who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify DVBE suppliers for the solicitation.

3.16. MAXIMUM COMBINED PREFERENCES AND RULES FOR AWARD

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

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

3.17. COST BREAKDOWN

The Cost Bid Sheet is a self-contained document and will be evaluated whether all information required by the IFB 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.

The Cost Bid must specify the total cost and include detailed project costs, as required in the [ATTACHMENT 5: COST BID SHEET](#). The winning Bidder's invoices must be itemized as shown in the submitted cost sheet.

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

Failure to include on the Cost Bid Sheet budgeted costs for all items included in the [EXHIBIT A: SCOPE OF WORK](#) will be grounds for disqualification.

4. EVALUATION AND SELECTION

4.1. INTRODUCTION

CalRecycle will perform a Pre-Qualification Evaluation process to ensure that the Bidder has included all required documentation in the Bid submittal in order for CalRecycle to determine that the Contractor is responsive and responsible. Each Bid will first be reviewed to ensure the following items: Bid is received by date and time specified; Bid contains all the required documents (see [ATTACHMENT 14: FINAL BID CHECKLIST](#)); and that the Bid meets the format requirements specified.

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

4.2. GROUNDS FOR REJECTION

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

Additionally, a bid may be rejected if

- It is received after the due date and time for submittal
- The bid submittal is unsigned
- The bid cost is not prepared as required by the IFB
- The Bidder has been prohibited from Contracting with the State by the Department of Fair Employment and Housing

- The Bidder has received a substantive negative Contract performance from the State
- Any items required by the IFB are not included with the submittal
- All published addenda are not acknowledged

No bid may be rejected arbitrarily or without reasonable cause.

4.3. BID OPENING

The qualified sealed bids will be opened publicly at the time indicated in [Section 1.9. PROCESS SCHEDULE](#) via webcast. The webcast link for the Public Bid Opening can be accessed at <https://video.calepa.ca.gov/>.

4.4. AWARD OF AGREEMENT

Award of this Agreement will be to the lowest responsive responsible Bidder meeting all of the IFB requirements after program preferences/incentives are applied as indicated in Section III Bid Submittal Requirements.

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

4.5. REJECTION OF AWARD

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

CalRecycle reserves the right to disqualify the awardee and award the Agreement to the next lowest responsive responsible Bidder.

CalRecycle will notify the rejected lowest responsive Bidder, at least five (5) days prior to the award being made, of the decision not to award the agreement.

4.6. NOTICE OF INTENT TO AWARD

CalRecycle will post a notice of intent to award the Agreement resulting from this IFB, only upon written request of any Bidder. The request must be submitted to the contact contained in [Section 1. OVERVIEW](#).

If requested, the notice of intent to award will be posted on CalRecycle's Contract website at <http://www.calrecycle.ca.gov/Contracts/> five days prior to award of the Contract.

4.7. PROTEST OF AWARD

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

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

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

The protest documents should be sent to the following two parties:

1. Department of Resources Recycling and Recovery
Attn: Contracts Unit
1001 I Street, MS-19A
Sacramento, CA 95814
Email marie.nudi@calrecycle.ca.gov
Copy contracts@calrecycle.ca.gov

2. Department of General Service
Office of Legal Services
Attention: Bid Protest Coordinator
707 Third Street, 7th Floor, Suite 7-330
West Sacramento, CA 95605
Bid Protest Coordinator Email address: OLSProtests@dgs.ca.gov

5. DEFINITIONS AND TERMS

General

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

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

Abbreviations	
ADA	Americans with Disabilities Act
CALEPA	California Environmental Protection Agency
CALRECYCLE	Department of Resources Recycling and Recovery
CCR	California Code of Regulations
DVBE	Disabled Veteran Business Enterprise
EPA	Environmental Protection Agency (Federal Government)
GenAI	Generative Artificial Intelligence
GC	Government Code

Abbreviations	
PCC	Public Contract Code
IFB	Invitation for Bid
SB	Small Business
SOW	Scope of Work
OSDS	The Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS)

Agreement

The written agreement covering performance of the work and furnishing of labor, materials, tools, and equipment in providing the work. The Agreement shall include the IFB, Bid, general and specific terms and conditions, Work Orders, and supplemental agreements which may be required to complete the work in a substantial and acceptable manner.

CalEPA

The California Environmental Protection Agency

CALRECYCLE

Department of Resources Recycling and Recovery

CALRECYCLE Staff

Staff of the CalRecycle involved in the implementation of this Contract or representatives of Consultant to CalRecycle as designated in the Work Orders.

Consultant

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

Contract

A legally binding agreement between the state & another entity, public or private, for the provision of goods or services

Contract Manager

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

Contractor

A party Contracting with the awarding agency. Vendor is often used synonymously with Contractor.

Director

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

Disabled Veteran Business Enterprise (DVBE Certified)

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

Generative Artificial Intelligence (GenAI)

An artificial intelligence that can generate derived synthetic content, such as text, images, video, and audio, that emulates the structure and characteristics of the artificial intelligence's training data.

Legal Holiday

Those days designated as State holidays in the Government Code.

Project Manager

Contractor's representative for all work performed under this Agreement. All official correspondence,

reports, submittals, billings, and other work done under this Agreement shall be reviewed and signed by the Project Manager prior to submittal to CalRecycle.

Scope of Work

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

Small Business (Certified)

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

State

The State of California.

State Contract Law

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

Subcontractor

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

ATTACHMENT 1: DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS (DGS PD 843)

The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services, or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury. Bidders must complete and submit the DGS PD 843 available for download at:

https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_843.pdf

ATTACHMENT 2: SMALL BUSINESS (SB) SUBCONTRACTOR PAYMENT CERTIFICATION

As Contractor of record for the Department of Resources Recycling and Recovery, Contract DRR26040, I certify, in accordance with Government Code 14841, upon completion of a public contract for which a commitment to achieve small business participation goals was made, the contractor shall report to the awarding department the actual percentage of small business (SB) participation that was achieved. I understand certification must be made to the Department of Resources Recycling and Recovery within 60 days of receiving final payment under this Agreement. I further understand and acknowledge that falsification of this Certification may result in the imposition of civil or criminal penalties for not less than \$2,500 or more than \$25,000 for each violation.

Please copy this form to include as many SB BE firms as necessary. Authorized signatures and information are required on each separately submitted form. Return to: Department of Resources Recycling and Recovery, Contracts Unit- MS 19-A, Attn: SB/DVBE Advocate, P.O. Box 4025, Sacramento, CA 95812-4025 or to contracts@calrecycle.ca.gov with "Attn: SB/DVBE Advocate" and the solicitation number in the Subject line.

State Department Name	Department of Resources Recycling and Recover 1001 I Street, Sacramento, CA 95814		
Dept. Contact Name, Phone #			
Prime Contractor Name:		FEIN Number:	
Prime Contractor Contact			

(Address, Phone #, Email)			
Date Contract Entered:		Date Contract Completed:	
Total Amount Received Under this Contract	\$	Date Final Payment Received:	

List all Certified Small Business Subcontractor forms involved with this contract.

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

Printed Name:	
Title:	
Signature:	
Report Date:	

ATTACHMENT 3: DISABLED VETERAN BUSINESS SUBCONTRACTOR PAYMENT CERTIFICATION (STD 817)

Upon contract completion, the Contractor is required to use the DGS Standard Form 817 (STD 817) located at: <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std817.pdf> to fulfill the reporting and certification of requirement. The Contractor shall list all Disabled Veteran Business Enterprise (DVBE) Subcontractor firms involved with this contract and submit this form electronically to advocate@calrecycle.ca.gov with "Attn: SB/DVBE Advocate" and the solicitation number in the subject line. **This form is not required at the time of submission for this proposal.**

ATTACHMENT 4: COMMERCIALLY USEFUL FUNCTION (CUF) CERTIFICATION (CALRECYCLE 75)

Each listed certified SB/MB or DVBE must perform a "commercially useful function" in the performance of the contract as defined in Government Code Section 14837(d)(4). Proposers who are found to not be performing a CUF will have their proposals deemed nonresponsive. An SB/MB or DVBE is deemed to perform a CUF when the contractor does all the following:

1. Is responsible for the execution of a distinct element of the work of the Agreement.
2. Carries out its obligation by actually performing, managing, or supervising the work involved.
3. Performs work that is normal for its business services and functions.
4. Is responsible, with respect to products, inventories, materials, and supplies required for the agreement, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.
5. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

Each listed certified SB/MB or DVBE must complete and submit the Commercially Useful Function (CUF) Certification form (CalRecycle 75) available at: <https://www2.calrecycle.ca.gov/Docs/Web/130188>. Agreements resulting from this solicitation shall afterward be monitored for compliance with CUF for the duration of the agreement.

ATTACHMENT 5: COST BID SHEET

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

ATTACHMENT 6: CLIENT REFERENCES

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

PRIME'S / SUBCONTRACTOR'S NAME: _____

REFERENCE 1

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

REFERENCE 2

Name of Firm	
Street Address	
City	
State	

Zip Code	
Contact Name	
Telephone Number	
Email Address	
Dates of Service	
Cost of Service	
Brief Description of Service Provided	

REFERENCE 3

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

If three references cannot be provided, explain why:

ATTACHMENT 7: CONTRACTOR STATUS FORM

Contractor's Name		County	
Address			
Phone Number		Fax Number	
Federal Employer Identification Number			

STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS *(replace () with (x) on selection)*

() Individual; () Limited Partnership; () General Partnership; () Corporation; () Other;

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

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

If a Corporation, state place
and date of incorporation:

President:		Vice President:	
Secretary		Treasurer	

Other Officer:

Other Officer:

Provide an explanation if
claiming Other:

SMALL BUSINESS PREFERENCE

Are you claiming preference
for small business?

☐ YES – *Attach approval letter from Office of Small Business
Certification and Resources*

☐ NO

Are you claiming preference
for DVBE?

☐ YES – *Attach approval letter from Office of Small Business
Certification and Resources*

☐ NO

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

ATTACHMENT 8: BIDDER DECLARATION (DGS PD 05-105)

Bidder must complete and submit the Bidder Declaration form available at:

<https://www.documents.dgs.ca.gov/dgs/fmc/GS/PD/GSPD05-105.pdf>

Bidders shall list the name and location of all subcontractors who will be employed, the kind of work which each will perform, and the percentage of the total bid that will be paid to each in the completion of the work.

For Bidders who are Certified SB and/or DVBE, Bidder shall indicate their certification by completing item 1(a).

For Bidders using subcontractors to meet the SB and DVBE requirements the Bidder shall complete item 2(b) and include the listed subcontractor's Office of Small Business and DVBE Services (OSDS) certification number and certify that the subcontractor will perform a commercially useful function.

Failure to submit this form with the proposal will result in the proposal being considered non-responsive.

ATTACHMENT 9: CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)

Bidders must complete and submit CCC's included by reference and available for download at: <https://www.dgs.ca.gov/-/media/Divisions/OLS/Forms/CALIFORNIA-CIVIL-RIGHTS-LAWS-ATTACHMENT.pdf>

An Agreement entered into by the State of California will include by reference the Contractor Certification Clauses (CCC).

Failure to submit this form with the proposal will result in the proposal being considered non-responsive.

ATTACHMENT 10: DARFUR CONTRACTING ACT CERTIFICATION (DGS PD 1)

Bidder must complete, as instructed, and submit the Darfur Contracting Act included by reference and available at: http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_1.pdf

PCC section 10475 through 10481 apply to any company that currently or within the previous three (3) years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either: a) not a scrutinized company or b) a scrutinized company that has been granted permission by the DGS to submit a proposal.

A scrutinized company is a company doing business in Sudan, as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services (PCC section 10477(a)) unless written permission from the Director of DGS to bid on this procurement has been granted (PCC section 10477(b)).

Failure to submit this form with the proposal will result in the proposal being considered non-responsive.

ATTACHMENT 11: CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT (DGS OLS 04)

Proposers must complete and submit the California Civil Rights Laws Attachment included by reference and available at: https://www.dgs.ca.gov/-/media/divisions/pd/acquisitions/solicitation/document_attachments/California_civil_rights_law.pdf

Pursuant to PCC section 2010, any Proposer entering into or renewing a contract over one hundred thousand dollars (\$100,000.00) on or after January 1, 2017, must certify that they are in compliance with:

- the Unruh Civil Rights Act (Section 51 of the Civil Code).
- the California Fair Employment and Housing Act (Chapter 7 (commencing with section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

Failure to submit this completed form with the Proposal will result in the Proposal being considered non-responsive.

ATTACHMENT 12: GENAI REPORTING & QUESTIONNAIRE (CALRECYCLE 76)

State of California seeks to realize the potential benefits of Generative Artificial Intelligence (GenAI), through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

The firm must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

Upon notification by the firm of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State.

Government Code § 11549.64 defines “Generative Artificial Intelligence (GenAI)” as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system’s training data.

Bidders/Proposers must complete and submit the GenAI Reporting & Questionnaire (CalRecycle 76) form available at: <https://www2.calrecycle.ca.gov/Docs/Web/138031>

ATTACHMENT 13: SAMPLE STANDARD AGREEMENT

attachments/SAMPLE STANDARD AGREEMENT-IFB.pdf

ATTACHMENT 14: FINAL BID CHECKLIST

Please use this checklist to assist in the preparation of your Bid package to ensure that all required items are included.

-
- Cover Letter with contact information and statements as required in [INVITATION FOR BID \(IFB\) MAIN > Section 3.3. COVER LETTER](#)
 - Organizational information and Personnel Information (Resumes) as required in [INVITATION FOR BID \(IFB\) MAIN > Section 3.5. ORGANIZATION](#)
 - Samples of Written Work as required in [INVITATION FOR BID \(IFB\) MAIN > Section SAMPLES OF WRITTEN WORK](#) (if applicable)
 - Copy of Required License(s) (Secretary of State) as required in [INVITATION FOR BID \(IFB\) MAIN > Section 3.8. LICENSES AND CERTIFICATIONS](#)
-

The following forms are required upon submittal pursuant to the provisions outlined in [INVITATION FOR BID \(IFB\) MAIN > Section 3. BID SUBMITTAL REQUIREMENTS](#)

- [ATTACHMENT 6: CLIENT REFERENCES](#)
 - [ATTACHMENT 7: CONTRACTOR STATUS FORM](#)
 - [ATTACHMENT 8: BIDDER DECLARATION \(DGS PD 05-105\)](#)
 - [ATTACHMENT 9: CONTRACTOR CERTIFICATION CLAUSES \(CCC 04/2017\)](#)
 - [ATTACHMENT 10: DARFUR CONTRACTING ACT CERTIFICATION \(DGS PD 1\)](#)
 - [ATTACHMENT 12: GENAI REPORTING & QUESTIONNAIRE \(CALRECYCLE 76\)](#)
-

The following forms are only required upon submittal as applicable pursuant to the provisions outlined in Section 3, [INVITATION FOR BID \(IFB\) MAIN > Section 3. BID SUBMITTAL REQUIREMENTS](#):

- [ATTACHMENT 1: DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS \(DGS PD 843\)](#)
- [ATTACHMENT 4: COMMERCIALLY USEFUL FUNCTION \(CUF\) CERTIFICATION \(CALRECYCLE 75\)](#)

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

- [ATTACHMENT 2: SMALL BUSINESS \(SB\) SUBCONTRACTOR PAYMENT CERTIFICATION](#)
- [ATTACHMENT 3: DISABLED VETERAN BUSINESS SUBCONTRACTOR PAYMENT CERTIFICATION \(STD 817\)](#)
- [EXHIBIT E: RECYCLED CONTENT CERTIFICATION](#) (end of Sample Standard Agreement)
- Payee Data Record (Standard Form 204 viewable at <https://www.calrecycle.ca.gov/Contracts/Forms/default.htm>)

Please note that if any of the items are missing from the Bid package, the package will be considered incomplete and will be disqualified from the process.

EXHIBIT A: SCOPE OF WORK

1. OVERVIEW

TBD (Contractor) agrees to provide the Department of Resources Recycling and Recovery (CalRecycle), with mobile shredding services, as described herein.

2. CONTACT INFORMATION

The Project Coordinators during the term of this Agreement will be:

CalRecycle Contract Manager

Name: Brandon Ruiz

Phone: (916) 324-3746

Email: brandon.ruiz@calrecycle.ca.gov

Direct all Agreement inquiries to:

CalRecycle Contract Analyst

Contracts Unit

Attention: Marie Nudi

Address: 1001 I St., MS 19-A
Sacramento, CA 95814

Phone: (916) 324-0857

Email: marie.nudi@calrecycle.ca.gov

Contractor

Name: **TBD**

Phone: **TBD**

Email: **TBD**

Contractor

Attention: **TBD**

Address: **TBD**

Phone: **TBD**

Email: **TBD**

3. WORK TO BE PERFORMED

- A. The Contractor shall furnish all labor, materials, non-consumable supplies, staff, transportation, licenses, permits, certificates, and every other item of expense necessary to provide on-site mobile shredding services for the locations listed in Table A-1.
- B. The Contractor shall coordinate logistical arrangements at each service location with the specified CalRecycle Location Coordinator or designee. CalRecycle will provide the Contractor with the name, telephone number, and e-mail address for each service location.
- C. The Contractor shall coordinate logistical arrangements at each service location with the specified CalRecycle Location Coordinator or designee.
- D. The Contractor shall ensure complete destruction, disposal, and proper recycling of all materials. The Contractor's equipment shall be capable of shredding the following material, to include but not limited to, various colored paper, cardboard, books, staples, paper clips, file folders, hard drives, and solid-state drives without sorting. The Contractor shall handle materials in such a manner as to prevent loss or unauthorized inspection of documents at all times.
- E. The Contractor shall provide the required number of bins for the collection of materials as described herein.

Location	# of Bins
CalRecycle Headquarters - 1001 I Street, Sacramento, CA 95814	20
1590 Raley Court, Suite #40 West Sacramento, CA 95691	1
1955 Chicago Ave., Suite #100, Riverside, CA 92507	1
8620 Spectrum Center Blvd. Suite #304 San Diego, CA 92123	1
12900 Park Plaza Drive, 3 rd Floor, Suite #350, Cerritos, CA 90703	1
1515 Tollhouse Rd. Clovis, CA 93611	1

- F. The Contractor shall have the bins placed at each location within five (5) business days from the effective date of this Agreement. Each bin shall hold approximately 95 gallons or approximately 800 pounds of materials. The bins shall have a slot to allow the deposit of materials. Upon CalRecycle Contract Manager approval, the Contractor may substitute different sized bins providing the total capacity of all bins are equal to the total capacity of the bins required in this Agreement. Upon completion of each shredding service visit, the Contractor shall return bins to their pickup locations as directed by the CalRecycle Location Coordinator or designee.
- G. The Contractor shall provide an enclosed, truck-mounted, industrial shredder, which has its own power source and will be able to provide full service regardless of weather conditions. The Contractor's truck-mounted industrial shredder shall be able to shred a minimum of 4,000 pounds of materials per hour. The Contractor shall also ensure access to a back-up industrial shredder of the same capacity as their primary shredder for immediate use in case their primary shredder becomes inoperable.
- H. Service shall occur during the week, Monday through Friday, between the hours of 8:00 A.M. and 4:30 P.M. excluding State holidays. If a scheduled service visit falls on a State holiday, the Contractor shall reschedule the service for the following State business day.
- I. Shred bins will be serviced on an as-needed basis, and not all bins at a location are expected to require service during each visit. CalRecycle Headquarters will be on a regular monthly pick-up schedule. The average number of bins to be serviced at headquarters is estimated from 1-10 bins, or more during projects. The other service locations listed will be scheduled on an as-needed basis.
- J. The Contractor and CalRecycle Location Coordinator or designee for each location shall establish and agree to a schedule for the on-site destruction of materials. The Contractor shall create and provide a written copy of the mutually agreed schedule for the term of the Agreement and distribute it to the CalRecycle Contract Manager or designee for each location via e-mail or equivalent distribution. Revisions to the schedule shall be coordinated between the Contractor and CalRecycle Contract Manager or designee.

- K. The Contractor shall give at least one (1) business day advance written notice via email to the CalRecycle Contract Manager or designee if the Contractor cannot make a scheduled service visit. The Contractor shall reschedule the service visit upon notice of the delay. A rescheduled visit shall be provided within two (2) business days of the originally scheduled visit and at a time mutually agreed upon between CalRecycle and the Contractor.
- L. CalRecycle business needs may require extra service visits at various times during the term of this Agreement. The CalRecycle Contract Manager reserves the right to request additional service visits as needed (service beyond regular schedule) at the same rates indicated in Exhibit B, Budget Detail and Payment Provisions.
- M. The Contractor will be notified at least two (2) business days in advance of the need for additional services. The extra service shall be scheduled at a mutually agreed upon time within four (4) business days after the date of the request. There shall be no required minimum or maximum amount to be shredded during the extra service.
- N. Upon completion of each service visit, the Contractor shall remove all shredded materials, including all debris, left on the premises due to the destruction operation. Shredded materials must be disposed of at a secure recycling Certified Document Destruction location/provider.

4. LOCATION OF SERVICES

Services will be provided at the following locations.

Service Locations
CalRecycle Headquarters - 1001 I Street Sacramento, CA 95814
1590 Raley Court, Suite #40 West Sacramento, CA 95691
1955 Chicago Ave., Suite #100, Riverside, CA 92507
8620 Spectrum Center Blvd. Suite #304 San Diego, CA 92123
12900 Park Plaza Drive, 3 rd Floor, Suite #350, Cerritos, CA 90703

1515 Tollhouse Rd. Clovis, CA 93611

5. CONTROL OF WORK

- A. The Contract Manager has the authority to determine the quality and acceptability of the following:
- Work to be performed
 - Rate and progress of the work
 - Fulfillment of the services provided by the Contractor
 - Compensation for services provided by the Contractor
- B. These decisions will be deemed final and enforceable by the Contract Manager when the Contractor fails to complete orders required by this Contract.
- C. The Contractor shall immediately bring any unanticipated issues to the attention of the Contract Manager. The Contract Manager will confer with appropriate CalRecycle staff, if necessary, and the Contractor to resolve the issue.
- D. The Contractor will designate a Project Manager who holds the following authority
- Act as the Contractor's Representative for work to be provided under this Contract
 - Act as the Contractor's Representative regarding contractual matters relating to this Contract.
- E. If during the course of the Contract, it is deemed necessary to replace the Project Manager, Contract Manager approval is required.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT:

- A. For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein in Exhibit B-1: Cost Bid Sheet.
- B. Itemized invoices shall be submitted electronically, with one set of supporting documentation (i.e., receipts, timesheets, etc), not more frequently than monthly in arrears to:
contractpayment@calrecycle.ca.gov
- C. Each invoice submitted to CalRecycle must include the following information:
 - i. Invoice Number
 - ii. Contract Number
 - iii. Description of Rendered Activities/Services
 - iv. Submitting Contractor's Address
 - v. 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: Reference Exhibit B-1: Cost Bid Sheet.
6. PROGRESS PAYMENT AND PAYMENT WITHHOLD: Progress Payments are permitted for tasks completed under this agreement. Ten percent of the invoiced amount shall be withheld pending final completion of each task. Any funds withheld with regard to a particular task may be paid upon completion of that task. The Contractor agrees to comply with the requirements of Public Contract Code (PCC), Section 10346.

Exhibit B-1 : COST BID SHEET

<<Winning Cost Sheet will be inserted here>>

EXHIBIT C: GENERAL TERMS AND CONDITIONS

These documents can be viewed at <https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-Updates/GTC-225-February-2025.pdf>

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. 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.

3. 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. The Contractor's key personnel may not be substituted without CalRecycle's Contract Manager's prior written approval. All substitutions require written justification to CalRecycle. CalRecycle reserves the right to reject proposed substitutions. 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 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.

4. 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 (15) 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. (Public Contract Code, § 10369).
5. 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 Government Code § 7920.00, or the Public Contract Code (PCC). CalRecycle agrees not to disclose such information or data furnished by the 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.
6. CONFLICT-FUTURE BIDDING LIMITATION AND FOLLOW-ON CONTRACTS: Pursuant to PCC § 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.

7. 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.

8. 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/ and shall be reviewed by CalRecycle's Contract Manager in consultation with a CalRecycle editor.

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 <<TBD AT TIME OF AWARD>>, Total Contract Amount <<TBD AT TIME OF AWARD>>, pursuant to Government Code § 7550."

9. DVBE RECORD RETENTION REQUIREMENT: If this Contract includes Disabled Veteran Business Enterprise (DVBE) participation goals, the Contractor is responsible for maintaining all DVBE participation records for no less than six (6) years from the date of collection. (Military & Veterans Code, § 999.55).

10. 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.

11. 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. (Gov.

Code, § 65040.12(e).)

12. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, the Contractor represents that it is not a target of Economic Sanctions. Should the State determine that the Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor’s bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.
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. HEALTH AND SAFETY: Contractors are required to, at their own expense, comply with all applicable health and safety laws and regulations. Upon notice, Contractors are also required to comply with CalRecycle’s specific health and safety requirements and policies. Contractors agree to include in any subcontract related to performance of this Agreement, a requirement that the subcontractor comply with all applicable health and safety laws and regulations, and upon notice, CalRecycle’s specific health and safety requirements and policies.
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’s premises or

equipment is destroyed by fire or other catastrophe or is 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 for the duration of the Agreement 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.

19. INTELLECTUAL PROPERTY: CalRecycle shall exclusively own all intellectual property rights in and to all work product, including, but not limited to, writings, ideas, inventions (whether patentable or not), discoveries, research, proposals, and all other results and work product of any nature whatsoever, that is created, authored, produced, conceived, or reduced to practice in the course of the performance of this Agreement. Such intellectual property rights, whether registered or unregistered, and including all applications for and renewals or extensions thereof, shall include, but are not necessarily limited to copyrights; trademarks, service marks, trade dress, trade names, logos, and domain names, together with all of the goodwill associated therewith; and patents. The Contractor agrees, and shall cause all of its relevant personnel, including all employees, agents, subcontractors, and other personnel participating in any way in the creation or achievement of such work product, to agree, that any such work product that may qualify as “work made for hire” pursuant to 17 U.S.C. § 101 is hereby deemed a “work made for hire” for CalRecycle. To the extent that any of the work product does not constitute a “work made for hire” for CalRecycle, Contractor hereby irrevocably assigns to CalRecycle, and shall cause such personnel to irrevocably assign to CalRecycle, in each case without additional consideration, all rights, title, and interest throughout the world in and to the work product, including all intellectual property rights therein. Upon request of CalRecycle, the Contractor shall promptly take, and shall cause its relevant personnel to promptly take, such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist CalRecycle to prosecute, register, perfect, or record its rights in or to any such work product.
20. 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.
21. LICENSES OR PERMITS: The Contractor shall be an individual or firm licensed to do business in and with the State of 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.

22. ORDER OF PRECEDENCE: In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply: STD 213; GTC 04/2017 – General Terms and Conditions (incorporated by reference); Exhibit A – Scope of Work; Exhibit B – Budget Detail and Payment Provisions; Exhibit B.1 – Rate Sheet; Exhibit D – Special Terms and Conditions; Other exhibits in alphabetical order, beginning with E; Attachments in numerical order, beginning with 1.
23. 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.
24. PUBLICITY AND ACKNOWLEDGEMENT: The Contractor shall 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.
25. 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. 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.

26. REMEDIES: The Contractor shall perform all work pursuant to the Agreement in a safe, satisfactory, professional, efficient, and expeditious manner to the satisfaction of CalRecycle. 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. In the event of the Contractor's default under this Agreement, CalRecycle shall be entitled to all remedies available at law including, but not limited to, termination of this Agreement, withholding of any amount billed, and/or recovery of funds disbursed.
27. 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.
28. STOP WORK NOTICE: Immediately, upon receiving a written notice to stop work, the Contractor shall cease all work under this Agreement.
29. 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 shall 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 Subcontractor 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's 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.

30. SUCCESSORS: The provisions of this Agreement will be binding upon and inure to the benefit of CalRecycle, the Contractor, and their respective successors.
31. TERMINATION: CalRecycle shall have the right to terminate this Agreement at its sole discretion at any time upon thirty (30) 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.
32. 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 the Contractor on CalRecycle's Unreliable List at any time after award of this Agreement may be grounds for termination of Agreement. If a Subcontractor is placed on CalRecycle's Unreliable List after award of this Agreement, the Contractor may be required to terminate the Subcontract.

33. 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.

EXHIBIT E: RECYCLED CONTENT CERTIFICATION

