



DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

Notice to Prospective Proposers

December 17, 2010

You are invited to review and respond to this Request for Proposal (RFP) Secondary, entitled Tire-Derived Product Business Assistance Program: Technical Assistance Grants Contract, DRR10032. In submitting your proposal, you must comply with the instructions herein.

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

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

Shelly Lewis
contracts@calrecycle.ca.gov
Phone: 916.341.6649
Fax: 916.319.7345

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

Shelly Lewis
Contract Administrator

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Section 1 Overview

General Information

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

CalRecycle Contact Information

Department of Resources Recycling and Recovery

Physical Address: 1001 I Street,
Sacramento, CA 95814
CalRecycle Contracts Unit, MS-19A

Mailing Address: PO Box 4025,
Sacramento, CA 95812-4025
Attn: Contracts Unit, MS-19A

Phone: (916) 341-6649

FAX: (916) 319-7345

EMAIL: contracts@calrecycle.ca.gov

Any documents delivered in person must be received in the Visitor's & Environmental Service Center located in the lobby of the CalEPA Headquarters Building at 1001 I Street, Sacramento, CA 95814.

Service Needed

The Tire-Derived Product Business Assistance Program (TBAP) is designed to increase demand for tire-derived products (TDP), to strengthen the profitability and business performance of waste tire processors and TDP producers, installers and marketers, and to increase and diversify markets for TDPs. To accomplish this, CalRecycle is using two TBAP contracts. The first uses a hybrid approach combining grant agreements as the vehicle for non-cash awards of assistance to businesses with contracted experts providing technical assistance and consultative services to the grantees. Under this Contract, applicants submit a package detailing their requested services, along with detailed business and financial information. Eligible businesses may apply for the following types of assistance: general, technical, marketing, and testing/certification. The approved applicant eligibility criteria, scoring process, and maximum funding levels for the technical assistance grant program are described in Attachment L. In coordination with the Contract Manager, the Contractor will provide an independent assessment of each applicant's needs, which then will serve as the basis for developing an assistance plan. Upon authorization from the Contract Manager the Contractor shall provide, as outlined in the assistance plan, the identified assistance to the businesses.

The high level of expertise required from various disciplines requires the Contractor to assemble a team of highly experienced and respected consultants to effectively provide the necessary assistance to the grantees. It is expected that members of the Contractor's team will be highly knowledgeable regarding markets for tire-derived products.

Contract Budget

Subject to availability of funds and approval by CalRecycle, there is a current maximum budget of three million six hundred thousand dollars {\$3,600,000}. CalRecycle reserves the right to amend the budget for this Contract as needs arise.

Payment Withhold

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

Liquidated Damages

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

Contract Term

The term of this Contract will span approximately 24 months and is expected to begin in May 2011. CalRecycle reserves the right to amend the term of this Contract as needs arise.

Process Type

Request for Proposal (RFP) (Secondary Method).

Process Schedule

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

Advertisement Date	December 17, 2010
Written Questions Due by 5:00 pm	January 7, 2011
Submittal's Due by 2:00 pm	February 10, 2011
Post Notice of Intent to Award	March 3, 2011

Section II Rules and Conditions

Introduction

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

Commitment

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

- All items noted in RFP documents
- Special Terms and Conditions available for viewing at www.calrecycle.ca.gov/contracts/forms.
- General Terms and Conditions (GTCs) available for viewing at www.ols.dgs.ca.gov/Standard+Language.
- Contractor Certification Clauses (CCCs) available for viewing at www.ols.dgs.ca.gov/Standard+Language.

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

Antitrust Claims

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

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

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (See Government Code Section 4554.)

Contractor's Cost

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

Information

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

Any information 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 must so be marked on each page claimed to be confidential by the Proposer prior to submission to CalRecycle. Any claims of confidentiality or trade secret(s) except as to information that qualifies as such under the PRA or PCC may result in disqualification.

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

Written Questions

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

Addenda

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

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

Modification of Submittals

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

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

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

Errors in Submittals

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

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

Unreliable List

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

Negotiating State Contracts

This solicitation and any resulting contract or amendments are subject to the conditions set forth in PCC § 6611.

If any of the conditions identified in PCC § 6611 exist, the Department of General Services may perform contract negotiations if it is determined to be in the best interest of the State.

Electronic Waste Recycling

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

Use Tax

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

Small Business (SB) Preference

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

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

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

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

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

A copy of the Bidder's SB certification must be included with the Bid Package.

Disabled Veterans Business Enterprise (DVBE) Preference

Any Bidder competing in this process as a California Certified Disabled Veterans Business Enterprise (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 a preference as shown below:

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

Certification must be provided by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS).
CalRecycle will apply the preference as follows:

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

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

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

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

A copy of the Bidder's DVBE certification must be included with the Bid Package

Subcontractors

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

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

CalRecycle reserves the right to approve substitutions of subcontractors, as long as, certified business participation levels remain unchanged. Specific procedures must be followed to substitute a DVBE subcontractor; therefore, all DVBE substitutions must be approved by CalRecycle.

CalRecycle understands that, although specific contractors are identified to provide services under the contract, some of the services identified in contract may be delivered more efficiently and/or more cost effectively than originally proposed, for example by a local contractor or one with whom the business already has a working relationship. Accordingly, CalRecycle may allow substitute subcontractors when it is in the best interests of the State. To allow a substitute subcontractor all of the following conditions must be met: the service is identified in the existing contract; the substitute subcontractor has demonstrated the appropriate skills necessary to perform the service; the substitute subcontractor is acceptable to Contractor, the Grantee and CalRecycle; the cost to provide that service is equal to, or less than, the cost set forth in the contract; and the percentage of SB/DVBE participation for the contract will not decrease.

Should there be a need for services that could not duly be anticipated, a strong justification will be required by the successful Contractor as to why the identified team cannot provide the services and why the services could not be duly anticipated. If it is determined that an additional subcontractor is necessary, the rates for that subcontractor will be negotiated by the CalRecycle Contract Manager and the Contractor. No more than 5% of the total contract amount (\$3,600,000) can be subcontracted for this purpose

Confidentiality/Public Records

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

The Contractor and CalRecycle understand that each party may come into possession of information and/or data that may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public

Records Act, commencing with GC § 6250, or the PCC. CalRecycle agrees not to disclose such information or data furnished by Contractor and to maintain such information or data as confidential when so designated by Contractor in writing at the time it is furnished to CalRecycle, only to the extent that such information or data is exempt from disclosure under the California Public Records Act and/or the PCC. Contractor agrees to limit access to all confidential and proprietary documents, information and data furnished to it in the course of this Contract to those individuals whose work on this Contract requires such access. Each of Contractor's employees and each of Contractor's subcontractors and the subcontractors' employees who will have access to any confidential or proprietary documents, information and/or data must execute a confidentiality agreement with Contractor. Contractor must also offer to enter into optional separate confidentiality agreements with the companies to whom it will provide services under this Contract (see Attachments J and K). Upon completion or termination of the Contract, all originals and copies of any confidential or proprietary documents and/or data furnished to the Contractor in the course of this Contract will be returned to the CalRecycle Contract Manager. Contractor may retain copies of aggregations prepared from confidential or proprietary documents, information and/or data, but must ensure that the parties from whom the information or data originated is not identifiable.

Recycled-Content Certification

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

Payments to the Contractor

CalRecycle does not have statutory authority to make advanced payments. Services rendered must be identified on an invoice, to be billed monthly in arrears.

Travel and Per Diem

Lodging, food, and incidental expenses on trips in support of services will be reimbursed at the following State per diem rates per 24 hour day for the length of the contract. All travel will be reimbursed at the excluded employee travel rates in accordance with the California Code of Regulations Title 2, Division 1, Chapter 3, Subchapter 1, Article 2, Section 599.615.1 et seq..

- Lodging (receipts required) per day–
 - Most locations up to a maximum of \$84 plus tax
 - Counties of Los Angeles and San Diego up to a maximum of \$110 plus tax
 - Counties of Alameda, San Francisco, San Mateo and Santa Clara up to a maximum of \$140 plus tax
- Meals (actual expense) (up to \$6 for breakfast, \$10 for lunch and \$18 for dinner) – up to a maximum of \$34 per day
- Incidentals – up to a maximum of \$6 per day.
- Coach airfare, mid-size/economy rental cars, and fuel – actual costs verified by bills or receipts. First Class or Business Class air travel is not allowed.

Equipment and Software Purchases

Any equipment or software purchased to perform the responsibilities under the contract are considered state property and shall be returned to CalRecycle at the end of the contract.

Section III Proposal Submittal Requirements

Introduction

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

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

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

Deadline

The proposal package must be received by CalRecycle, at the address listed in Section I, Overview, by 2:00 p.m. on February 10, 2011.

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

Addressing

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

Number of Copies

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

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

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

Document Printing

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

Cover Letter

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

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

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

Summary

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

Methodology

The proposal should include a Work Plan describing the methods to be employed to accomplish the project objectives. The methodology should be described in sufficient detail to allow CalRecycle staff to evaluate the methods and should address all tasks and items in the Scope of Work. The methodology should be specific and objective, but capable of being applied to any business seeking assistance under this contract.

Proposals should describe how the objectives will be met and the methods the contractor will use. The description should include not only what work will be performed, but how it will be performed. The description should also address flexibility in altering or revising work plans if the need or desire arises from the grantee, the Contractor, and/or the Contract Manager.

The tasks described in the Scope of Work outline a general approach for meeting the requirements; however, alternative approaches for some or all of the tasks may be proposed if they meet or exceed the requirements in meeting the project objectives.

Organization

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

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

Conflict of Interest

Proposers must identify any known conflicts of interest (see Section IV Proposal Submittal Requirements, Organization).

Conflicts of interest include business or other relations between the Proposer and CalRecycle staff, or businesses that may be awarded assistance under the Tire-Derived Product Business Assistance Program.

The following Public Contract Codes identify potential conflicts of interest.

10410. No officer or employee in the state civil service or other appointed state official shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or in which the officer or employee has a financial interest and which is sponsored or funded, or sponsored and funded, by any state agency or department through or by a state contract unless the employment, activity, or enterprise is required as a condition of the officer's or employee's regular state employment. No officer or employee in the state civil service shall contract on his or her own individual behalf as an independent contractor with any state agency to provide services or goods.
10411. (a) No retired, dismissed, separated, or formerly employed person of any state agency or department employed under the state civil service or otherwise appointed to serve in state government may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency or department. The prohibition of this subdivision shall apply to a person only during the two-year period beginning on the date the person left state employment.
- (b) For a period of 12 months following the date of his or her retirement, dismissal, or separation from state service, no person employed under state civil service or otherwise appointed to serve in state government may enter into a contract with any state agency, if he or she was employed by that state agency in a policymaking position in the same general subject area as the proposed contract within the 12-month period prior to his or her retirement, dismissal, or separation. The prohibition of this subdivision shall not apply to a contract requiring the person's services as an expert witness in a civil case or to a contract for the continuation of an attorney's services on a matter he or she was involved with prior to leaving state service.

Qualifications and Resources

The prospective contractor and subcontractors must have the experience, qualifications, and resources to perform the required tasks of the project.

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

- Experience
- Knowledge
- Educational Background
- Appropriate licensing
- Tasks to be performed
- Budget/cost/rates

The high level of specialized expertise required from various disciplines requires the Contractor to assemble a team of highly experienced and respected consultants to effectively provide the necessary assistance to individual, diverse business needs. One or more members of the Contractor's team must be highly knowledgeable regarding markets for tire-derived products.

References

The Proposer's team must provide a minimum of three (3) verifiable references and/or experience that support the above qualifications.

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

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

Samples of Written Work

The Proposer's team must include a copy of a verifiable written work that shows success in counseling/advising businesses, especially with respect to: improving business operations, marketing, conversion to using (or using an increased percentage of) recycled materials, and bringing new products to market.

Contractor Eligibility

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

Qualification/Licenses

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

- A copy of the Proposer's registration with the Secretary of State.
- Additionally, pursuant to the California Business and Professions Code, for services of a "professional" nature requiring a professional license issued by the CA Department of Consumer Affairs, Proposers must submit a copy of the appropriate license(s) for each team member who will provide "professional" services under the contract.
- There are no professional licensing requirements for these services.

Small Business (SB) Participation

CalRecycle expects 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 sub-contractors, which includes:

- If the Proposer is a Certified OSDS SB, as defined in Section V Definitions and Terms, the Participation Summary (see Attachments) must be completed and submitted with the proposal.
- If the Proposer has identified subcontractors to be utilized to meet this goal, the Participation Summary (see Attachments) must be completed and submitted with the proposal.

Disabled Veteran Business Enterprise Participation (DVBE)

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

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

- If the Proposer is a Certified OSDS DVBE, as defined in Section V, Definitions and Terms, the Participation Summary (see Attachments) must be completed and submitted with the proposal.
- If the Proposer has identified subcontractors to be utilized to meet this goal, the Participation Summary (see Attachments) must be completed and submitted with the proposal.

Enterprise Zone Act (EZA)

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

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

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

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

Target Area Contract Preference Act (TACPA)

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

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

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

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

Local Agency Military Base Recovery Act (LAMBRA)

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

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

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

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

Maximum Combined Preferences and Rules for Award

In combination with any other preferences (TACPA, EZA, LAMBRA, SB, , 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, EZA, LAMBRA, or the non-SB subcontracting preference cannot displace a direct award to a certified SB. In the event of a tie between a SB/MB and a firm that is SB/MB and DVBE, the award shall be made to the firm that is SB/MB and DVBE.

Section IV Cost Proposal Submittal

Evaluation

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

Cost Breakdown

The cost proposal must specify the total cost and include detailed project costs, as required in the Cost Proposal Sheet. The winner Proposer's invoices must be itemized as shown in the submitted cost sheet.

The subcontractor commitments must be identified, by task and dollar amount, and included in the task by task cost proposal submittal.

The costs identified should take into consideration the length of the contract and any anticipated increases in salaries and administrative overhead costs.

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

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

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

The amount identified on the cost breakdown may not be changed and will remain in effect for the life of the Contract.

Section V Evaluation and Selection

Introduction

CalRecycle will perform a Pre-Qualification Evaluation process to ensure that the Proposer has included all required documentation in the Proposal submittal.

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

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

Selection Process

The Selection Committee will evaluate and score all proposals, passing the Pre-Qualification Evaluation, utilizing the Scoring Criteria identified in this RFP. Although this Secondary RFP will be awarded to the qualified Proposer achieving the highest score, the cost component is heavily weighted as CalRecycle is looking for extremely competitive rates for the services to be provided to tire-derived product businesses.

Only those proposals that receive a score of at least the minimum requirement identified on the Scoring Sheet will be ranked.

Cost Points

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

- 1) Lowest cost proposal is awarded the maximum cost points.
- 2) Other proposals are awarded cost points based on the following calculation:

Other Proposer's Cost Points = (factor*) X maximum cost points

* factor is the Lowest Proposer's cost divided by Other Proposer's cost

EXAMPLE

Lowest Proposer's cost = \$10

Other Proposer's cost = \$12

Maximum cost points = 30 cost points

factor = \$10 ÷ \$12 = .83

Cost Points Calculation for Other Proposer's Cost

.83 X 30 cost points = 25 cost points

Final Cost Points Awarded

Lowest cost proposal receives 30 cost points

Other cost proposal receives 25 cost points

Oral Interview

If oral interviews will be conducted as part of this process, the date of said interviews will be within the timeframe identified in Section I, Schedule.

All Proposers invited for an interview will be notified by CalRecycle of the specific date and time of the interview.

Failure to attend the interview by the Proposer will be grounds for removing the Proposer from the remainder of the process.

Grounds for Rejection

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

Additionally, a proposal may be rejected if:

- It is received after the due date and time for submittal

- The cost submittal is unsigned
- The proposal cost is not prepared as required by the RFP
- The Proposer has been prohibited from contracting with the State by the Department of Fair Employment and Housing
- The Proposer has received a substantive negative contract performance evaluation from another State agency
- Any items required by the RFP are not included with the submittal

No proposal may be rejected arbitrarily or without reasonable cause.

Award of Contract

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

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

CalRecycle reserves the right to not award a Contract.

Notice of Intent to Award

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

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

Rejection of Award

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

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

Protest of Award

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

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

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

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

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

CalRecycle
Attn: Contracts Unit
1001 I Street, MS-19A
Sacramento, CA 95814
Fax (916) 319-7582
Email contracts@CalRecycle.ca.gov

Section VI Description of Work

Work to be Performed

Once applications for grant assistance are received by CalRecycle and deemed eligible, then the Contractor is responsible for providing assistance and consultative services to the TBAP grantee businesses. The Contractor will conduct the general business needs assessment in coordination with the Contract Manager. Upon authorization from the Contract Manager, the Contractor shall provide the identified assistance to the businesses.

The following is a general overview of the work that the Contractor shall perform:

- A. The Contractor shall conduct an assessment of each business' request for assistance and develop an Activity Plan and Budget for each business selected for assistance.
- B. The Contractor will provide assistance approved by the Contract Manager to each grantee.
- C. The Contract Manager will convene meetings or other means of communications with the Contractor and grantee(s) to resolve any disagreements raised during the course of the grant term by the grantee, the Contractor, or the Contract Manager about the type of assistance or its effectiveness.
- D. The Contractor will formally collaborate with the Contractor of the concurrent TBAP contract promoting industry-wide support. Collaboration includes the development of coordinated work plans and participation in meetings and other activities at the request of the Contract Manager for either or both TBAP contracts.
- E. The Contractor shall provide monthly and annual reports to the Contract Manager, in addition to the assessment reports.

Tasks Identified

Task 1: Develop Work Plan

- A. Work with the Contract Manager to prepare a work plan and schedule for the following contract activities:
- B. Marketing the program to prospective businesses for the relevant grant cycle. (Task 2)
- C. Participating with the Contract Manager in the selection of businesses to participate in TBAP using the applicant eligibility criteria as described in Attachment L of the RFP.
- D. Performing a comprehensive analysis of applicant businesses and preparing the assessment for each business, which includes an Activity Plan and Budget for each business (Task 3).
- E. Providing assistance to the grantees (Task 4)
- F. Making presentations to stakeholders, including to CalRecycle management and/or staff.

Task 2: Program Marketing

The Contractor will work with the Contract Manager to implement the work plan prepared in Task 1 to effectively market TBAP services to prospective businesses for the relevant grant cycle.

Task 3: Conduct Comprehensive Analysis and Prepare General Business Needs Assessment

The applicant business will provide business, marketing, and financial information to the Contract Manager. The Contractor, in coordination with the Contract Manager, will analyze the information submitted in each grantee's application, visit each business location, and will prepare the assessment in collaboration with each business and the Contract Manager, which is to include a detailed Activity Plan and Budget for each business.

The assessment will identify opportunities for market expansion, operational improvements, and associated cost estimates. The Activity Plan and Budget are confidential documents that describe in detail the specific assistance to be performed and the associated budget for each business assisted through this contract.

Task 4: Providing Assistance

- A. The Contractor will provide assistance as identified in the Activity Plan and Budget for each business and as approved by the Contract Manager. Revisions to the assistance Activity Plan or the budget allocations will be made by work orders that must be approved in advance by the Contract Manager. The Contract Manager will notify the grantee of any work order revisions.

Examples of assistance include, but are not limited to:

- General Business Assistance (developing/adjusting a business plan, personnel issues, suppliers, business/capital structure, accounting systems and controls, website, etc.).
 - Technical Assistance (efficient plant design, manufacturing process improvement or optimization, inventory control systems, preparing an Environmental Impact Report, coordinating various permitting issues, assuring feedstock consistency to meet product specification standards, etc.).
 - Marketing Assistance (developing/modifying marketing plan, pricing, promotion, packaging, distribution, cooperative marketing, ad placement, trade shows, etc.).
 - Product Testing (American Society for Testing and Materials (ASTM), etc.).
- B. The assistance will be provided in a timeframe and manner acceptable to CalRecycle and the business, and must be completed within the term of the grant after being authorized by the Contract Manager.
- C. If the assessment identifies the need for highly specialized assistance, which is beyond the expertise of the Contractor, the Contractor will, upon authorization from the Contract Manager, subcontract with an individual or entity to provide the necessary assistance.

Task 5: Collaboration with TBAP Industry-wide Contractor

The Contractor will formally collaborate with the Contractor of the concurrent TBAP contract promoting industry-wide support. Collaboration includes the development of coordinated work plans and participation in meetings and other activities at the request of the Contract Manager for either or both TBAP contracts.

Task 6: Reporting

- A. The Contractor will provide monthly reports to the Contract Manager covering business assistance, including any issues raised by businesses, how the issues were resolved, and assistance provided.
- B. The Contractor will also provide annual reports to the Contract Manager and/or presentations as requested by the Contract Manager. These reports will identify the types and results of the assistance provided, including aggregated sales and PTE diversion information. The Contract Manager will decide if an annual survey of grantees will be part of the basis for these reports and who will conduct the survey.
- C. All documents and/or reports drafted for publication by or for CalRecycle in accordance with this contract shall adhere to CalRecycle's Contractor Publications Guide at www.calrecycle.ca.gov/Publications/PubGuide/ and must be reviewed by a technical editor of the Contractor's choosing to ensure that the reports comply with CalRecycle's publication guidelines, after which they shall be submitted to and reviewed by the Contract Manager in consultation with the CalRecycle editor.

(The Contractor is encouraged to consult with the CalRecycle project management and editorial staff early in the development process to ensure deliverable requirements are clearly understood and to minimize the need for revisions.)

- D. Contractor shall submit a draft final report to the CalRecycle Contract Manager six weeks prior to the due date for the Final Report. The draft, like the final report, must be reviewed by a technical editor of the Contractor's choosing to ensure that the reports comply with CalRecycle's publication guidelines. The draft will be reviewed by CalRecycle staff who will provide comments or questions that should be addressed or incorporated into the subsequent draft of the report. Any requested changes must be completed by the Contractor and resubmitted to the Contract Manager for final approval. Only when all revisions are made and approved by the Contract Manager will the report be deemed final.

- E. The Contractor will provide a final report on the grant cycle, including an evaluation of its effectiveness, on or before April 30, 2013. Contractor will not receive final payment until the final report has been approved by the CalRecycle Contract Manager. The final report shall be printed double-sided, on 100 percent recycled-content paper.
- F. Contractor shall be aware that if the final report contains copyrighted work in print (tables, graphics, or photographs), or other materials taken from copyrighted sources, the Contractor shall cite the copyrighted material in the final report and obtain permission to use the copyrighted material. Contractor shall secure express written permission from the copyright holder or the holder's licensing representative. Contractor will include letters of permission to use copyright material as an appendix in the final report. If Contractor does not secure permission to use copyrighted material, said material will not be used in the final report.

Contract/Task Time Frame

The contract is scheduled to begin in May 2011 and expected to end in May 2013. The table below reflects the contract task/time frame from date of award.

Task	Deliverable	Timeframe
I. Develop Work Plan	Work Plan	June 1, 2011
II. Program Marketing	Implement Work Plan to market TBAP to prospective businesses	Ongoing starting when the contract is signed
III. Conduct Comprehensive Analysis and Prepare General Business Needs	Assessments and Activity Plan and Budgets	June-July 2011
IV. Provide Assistance	Business assistance	Ongoing starting August 2011
V. Collaborate with Contractor of industry-wide support contract	Collaboration	Ongoing starting when the contract is signed.
VI. Reporting	Report	Monthly, starting May 2011. Annual Reports, starting April 30, 2012

Location of Services

The Contractor will provide assistance to grantees located throughout California. The Contractor and assigned sub-contractors will need to visit the businesses for the assessment and to provide assistance during the term of the grant. Communication with the grantees is of paramount importance. Meetings with CalRecycle staff will typically be held in Sacramento and by teleconference or webinar as appropriate.

Work Order

Work under this agreement will be performed under specific work orders for:

- 1) Assistance or consultative services to businesses,
- 2) Administrative and marketing functions.

Any unanticipated issues should be brought 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.

Control of Work

1. CalRecycle Contract Manager has the authority to determine the quality and acceptability of the following:
 - Work to be performed
 - Rate and progress of the work
 - Fulfillment of the services provided by the Contractor
 - Compensation for services provided by the Contractor

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

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

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

Section VII Definition and Terms

General

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

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

Abbreviations

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

Cal EPA

The California Environmental Protection Agency

CALRECYCLE Staff

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

Consultant

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

Contract

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

Contract Manager

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

Contractor

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

Director

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

Disabled Veteran Business Enterprise (DVBE Certified)

A business that meets all of the following criteria: (1) at least 51% of the business is owned by one or more disabled veterans or, in a business whose stock is publicly held, at least 51% or more of the stockholders are disabled veterans (2) the management and control of the business are exercised by one or more disabled veterans; (3) the business is domestically owned and its home office is in the

United States; and (4) the business has been certified as a DVBE by the State of California, Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS).

Legal Holiday

Those days designated as State holidays in the Government Code.

Project Manager

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

Scope of Work

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

Small Business (Certified)

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

State

The State of California.

State Contract Law

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

Subcontractor

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

Attachments

Acknowledgement/Authorization

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

The undersigned acknowledges that the Proposer has read all of the requirements set forth in CalRecycle documents and will comply with said provisions.

The undersigned hereby authorizes and requests any person, firm, agency, or corporation to furnish any information requested by CalRecycle in verification of the recitals comprising this Proposal and also hereby authorizes CalRecycle to contact such persons, firms, etc., in order to obtain information regarding the undersigned.

The undersigned acknowledges that there are no potential conflicts of interest, as defined in Public Contract Code §§ 10410 and 10411, and Government Code § 87100, and this RFP by the submitting firm and/or any subcontractors listed in the Proposal.

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

Name & Title of Authorized Representative:

Contractor Name:

Address:

Telephone #:

City, State Zip:

Email:

Signature of Authorized Representative:

Date Signed:

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

Acknowledgement/Authorization

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

The undersigned acknowledges that the Proposer has read all of the requirements set forth in CALRECYCLE documents and will comply with said provisions.

The undersigned hereby authorizes and requests any person, firm, agency, or corporation to furnish any information requested by the CALRECYCLE in verification of the recitals comprising this Proposal and also hereby authorizes the CALRECYCLE to contact such persons, firms, etc., in order to obtain information regarding the undersigned.

The undersigned acknowledges that there are no potential conflicts of interest, as defined in Public Contract Code §§ 10410 and 10411, and Government Code § 87100, and this RFP by the submitting firm and/or any subcontractors listed in the Proposal.

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

Name & Title of Authorized Representative:	_____	Contractor Name:	_____
Address:	_____	Telephone #:	_____
City, State Zip:	_____	Email:	_____
Signature of Authorized Representative:	_____	Date Signed:	_____

Proposal Scoring Sheet
Tire-Derived Product Business Assistance Program:
Technical Assistance Grants Contract, DRR10032

Name of Firm _____

Proposers must score a minimum of 80 percent of the possible points in each of the Experience and Methodology categories (i.e. a minimum of 24 and 28 points, respectively) in order to qualify for further consideration.

EXPERIENCE (Max 30 points) (Min 24 points to qualify)	POINTS POSSIBLE	POINTS EARNED
(1) Project Manager demonstrates multiyear experience in solid waste management and business-related issues and possesses a comprehensive understanding of material flow and markets for tire-derived products in California.	10	
(2) Project manager and principal members of consulting team demonstrate appropriate background and professional consulting experience, especially in the area of problem solving and innovation.	10	
(3) Project manager and principal members of consulting team demonstrate a depth and breadth of education and practical experience with tire-related markets and business operations.	10	
METHODOLOGY (Max 35 points) (Min 28 points to qualify)		
(4) Overall approach and understanding of problems, issues, required tasks, including assessing business needs and developing associated action plans.	15	
(5) Knowledge of tire industry challenges and barriers to increasing the recycling of waste tires and the ability to address those challenges and barriers.	10	
(6) Ability to adapt to unforeseen circumstances that may alter the original assessment for business assistance.	5	
(7) Approach to cooperating with contractor of TBAP industry-wide support contract.	5	
BUDGET/COST (Maximum of 5 points)		
(8) Reasonableness of hourly rates	5	
SUBTOTAL		
(9) Cost Points	30 (approximately 30% of total)	
TOTAL POINTS	100	

Small Business/Disabled Veteran Business Enterprises (DVBE) Participation Summary

MARK ONE FOR EACH FIRM USED			NAME OF FIRM	NATURE OF WORK	TOTAL AMOUNT OF WORK (Mark one for each firm used)		IS CERTIFICATION FORM ATTACHED?
PRIME BIDDER	SUBCONTRACTOR	SUPPLIER			SMALL	DVBE	
					\$	\$	
					\$	\$	
					\$	\$	
					\$	\$	
					\$	\$	
					\$	\$	
					\$	\$	
					\$	\$	

The appropriate certification letter issued by the Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) can be attached for each Small and DVBE business identified.

Darfur Contracting Act

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

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

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

OR

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

OR

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

CERTIFICATION For # 3.

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

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

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

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

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

Recycled-Content Certification

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

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

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

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

Public Contract Code sections 12205 (a) (1) (2) (3) (b) (1) (2) (3) 10233

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

Print name _____ Signature _____ Company _____ Date _____

(See footnotes on the back of this page.)

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

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

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

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

For additional information visit <http://www.calrecycle.ca.gov/BuyRecycled/>.

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

Proposal Completion Checklist

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

-
- Cover Letter with contact information and statements as required in the RFP.
 - Organizational information and Personnel Information (Resumes)
 - Proposal (detailed Work Plan)
 - Cost Proposal Sheet
 - Samples of Written Work
 - Client References
 - Copy of Required License(s) (Secretary of State)
 - Contractor Status Form
 - Small Business/Disabled Veteran Business Enterprise (DVBE) Participation Summary *Form must be submitted even if participation levels are zero (write zero participation on form).*
 - Darfur Contracting Act Certification
-

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

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

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

- Certification of Enterprise Zone Act Preference
 - Certification of Target Area Contract Preference Act
 - Certification of Local Military Base Recovery Area Act Preference
-

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

- Recycled Content Certification (Attachment F)
 - Payee Data Record (Standard Form 204)
-

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

Contractor Status Form

Contractor's Name: _____ County: _____

Address: _____ Phone Number: _____

Federal Employer Identification Number: _____ Fax Number: _____

STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS

- Individual Limited Partnership General Partnership Corporation Other

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

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

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

President: _____ Vice President: _____

Secretary: _____ Treasurer: _____

Other Officer: _____ Other Officer: _____

Provide explanation if claiming Other:

SMALL BUSINESS PREFERECE

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

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

Client References

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

BIDDER / SUBCONTRACTOR'S NAME:

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

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

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

If three references cannot be provided, explain why:

Confidentiality Agreement

This Agreement is entered into this _____ day of _____, 200____, by and between _____, a _____, (the "Company") and TBD., a _____ corporation ("TBD") with respect to the following facts:

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

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

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

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

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

(COMPANY NAME)

By _____

Its _____

TBD

By _____

Its _____

Acknowledgment of Confidentiality Agreement

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

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

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

(Name and Address)_____

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

Executed and Acknowledged:

Date _____

Name _____ Company _____

Applicant Eligibility Criteria, Applicant Ineligibility, Funding Award Level and Evaluation Process**A) Applicant Eligibility Criteria**

Eligible applicants are for-profit California-based TDP businesses, qualifying California Indian tribes and those for-profit TDP businesses domiciled in other states but with an existing operational presence in California.

Eligible applicants must produce in California products made from recycled 100 percent California-generated waste tires for the recycled rubber portion of the product. Feedstock conversion using 80 to 300 mesh or even smaller fine crumb rubber sourced out of California may be used for "testing and demonstration" purposes, subject to CalRecycle staff determination that the needed materials are not currently available in California.

Eligible applicants must be involved in one or more of the following activities:

- Processing California waste tires to produce raw materials for TDP;
- Manufacturing products made from California-generated waste tire rubber;
- Marketing or installing products made from California-generated waste tire rubber; and/or,
- Investigating the use of California-generated waste tire rubber to manufacture established products that do not currently use recycled rubber (i.e., feedstock conversion).

Eligible subsidiary and/or affiliated businesses that apply for an assistance grant will receive an initial assessment (limited to two businesses per fiscal year period), and are limited to a maximum combined technical assistance grant of \$175,000 per year for all affiliated businesses. A business is considered an "affiliated business" if it has at least one owner with a 20 percent or greater interest in another applicant business. For example, if two or more affiliated businesses apply for a grant, two businesses will be eligible for an initial assessment, but CalRecycle will only award one grant and the affiliated businesses will determine if or how to share the award.

B) Applicant Ineligibility

Ineligible applicants/activities include, but are not limited to:

- Businesses that perform waste tire incineration, pyrolysis, gasification, and/or liquefaction.
- Waste tire collectors and/or haulers; also the tire collection and/or hauling portion of other businesses.
- Businesses, or that portion of a business's operation, that shred or chip tires for use as alternative daily cover (ADC) or tire-derived fuel (TDF).
- Businesses that perform only research and testing and are not in business to produce and/or sell products.

- Wholesalers and/or distributors (however, such businesses may benefit from assistance provided to eligible businesses if the assistance directly or indirectly helps that business to increase its products, possibly affecting price or volume).
- De novo businesses (from concept stage to less than one year of actual operation/sales) unless the de novo business is an affiliated spinoff of an established business that is expanding into the recycled tire arena or it has been approved for a RMDZ loan within the last three years.
- Businesses that submit applications that do not contain the required information shall be considered incomplete and will be disqualified.
- Note: Product development and associated testing are not eligible activities for grant funding assistance. With regard to feedstock conversion, if the recipe for a product is being changed to replace an ingredient with recycled rubber, that would not be considered product development, and testing to meet standards or other tests to facilitate marketability would be appropriate. If the grantee wants to create a new product using recycled rubber, that would be considered product development, raising questions of intellectual property ownership, and would not be eligible for assistance under this grant.

C) Funding Award Level

The maximum award amount (\$175,000) is determined by the business category and PTEs [Passenger Tire Equivalents] diverted in the previous calendar year (see chart below). The minimum award for each eligible applicant will be \$50,000 in assistance. The specific award amount will be determined based on the Assessment. CalRecycle will require the business to provide supporting documentation for the number of PTEs diverted. Note: If the number of PTEs is overstated by more than 15 percent, it will be deemed a substantial and material overstatement and will result in disqualification of the application for this cycle, and potentially for any future grants from CalRecycle, for a period of three years. There is no match requirement. However, it is expected that TBAP monies supplement, not supplant, existing business efforts. The previous grant cycles included more business categories including start-up, custom manufacturer, non-production, and expanding, and varied the maximum award levels among the categories. Staff has streamlined the categories and standardized the maximum award levels in order to provide more clarity to the funding award levels and to bring more transparency to the process. The establishment of a minimum award level is designed to provide enough funding so that each grantee will receive valuable technical assistance.

Business Category	Business Life	PTE in Prior Calendar Year	Award Based on \$ per PTE	Maximum Award
Small	1 year or more	At least 5,000 to no more than 250,000*	\$1.50	\$175,000
Existing	3 years or more	At least 5,000	\$.75	\$175,000
Conversion**	3 years or more	At least 5,000	\$5.00	\$175,000

* 250,000 PTEs for molded, extruded or other products; 500,000 PTE crumb rubber (less than 1/4 inch) or coarse rubber (1/4 inch to 1 inch for markets other than Tire-Derived Fuel or Civil Engineering) production; or 1,000,000 PTEs for civil engineering applications. Note: PTE means Passenger Tire Equivalent and equates to 12 pounds of crumb rubber or 20 pounds of tire shreds or chips from California generated tires. If a tire-derived product (TDP) contains less than 30 percent (by weight) of the original fiber and steel that was in the whole tire, then use 12 pounds to calculate the number of PTEs. If a TDP contains 30 percent or more (by weight) of the original fiber and steel that was in the whole tire, then use 20 pounds to calculate the number of PTEs. The PTE number used for this Program relates to the number of PTEs sold or used internally by the business and sold in an

intermediate or final product in the immediately preceding calendar year. For the purposes of calculating the PTEs, the term "sold" includes products for which revenue is received or a fee paid for transfer

*.** Conversion to recycled rubber (currently manufacturing a product with virgin material and intends to convert to using recycled California rubber). In the case of feedstock conversion projects, the PTE figure will be the Contractor's, the CalRecycle Contract Manager's, and business representative's consensus estimate of annual PTE to be diverted upon project completion.*

D) Evaluation Process

There will be one application period in Spring 2011 for the term of this contract. A business will submit an application (including company information such as financial information, business and marketing plans, etc.) to CalRecycle. Applications that do not contain the required information shall be considered incomplete and will be disqualified.

The CalRecycle Contract Manager (Contract Manager), in conjunction with the Contractor, based upon the application, will determine whether the applicant business is eligible and meets the criteria identified above. Then the Contract Manager will determine the potential maximum award based upon the Business Category.

If Requests Exceed Available Funds -- The Contractor and Contract Manager will review and analyze the application information for each business, visit the business location, and meet with the owner/management to determine the assistance needed. The Contractor will prepare an assessment detailing the identified assistance with cost estimates and will present the assessment findings to the business and Contract Manager, identifying and prioritizing assistance that will most benefit the business. Upon review of the assessment recommendations, the Contract Manager will have final authority regarding determination of the assistance and amount that will be authorized. The Contract Manager shall communicate to the Grantees the amount that will be recommended for approval.

If requests exceed available monies, first consideration will be given to applicants that have not received a previous TBAP grant. Second consideration will be given to feedstock conversion applicants. If there are more requests from applicants that have received previous TBAP grants, then the requests will be ranked by the number of PTEs diverted in the most recent calendar year and placed in descending order (starting with the greatest number of tires diverted) or the Contract Manager may choose to reduce the maximum award levels to accommodate all eligible grantees by ranking, in consultation with the Contractor and the applicant, the categories of assistance requested so that all the applicants receive assistance with their most pressing needs.