



California Carpet Stewardship Program

An initiative of CARE: Carpet America Recovery Effort

Notice of Request for Proposal

January 24, 2019

You are invited to review and respond to this Request for Proposal (RFP) entitled, “CARE Cost Analysis.” In submitting your Proposal, you shall comply with the instructions herein.

Note that all Agreements entered into with the Carpet America Recovery Effort (CARE) will include Terms and Conditions, and Contractor Certification, which are included in this package.

In the opinion of CARE 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:

Dr. Robert Peoples
bpeoples@carpetrecovery.org

Phone: (706) 428-2127

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

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Section I Overview

General Information

CARE supports a zero waste California in partnership with The Department of Resources Recycling and Recovery (CalRecycle) and works with local government, industry, and the public to achieve this objective. This means managing the estimated 328,000,000 pounds (164,000 tons) of post-consumer carpet (PCC) waste generated each year in the State, promoting the management of all materials to their highest and best use, and protecting public health, safety and the environment.

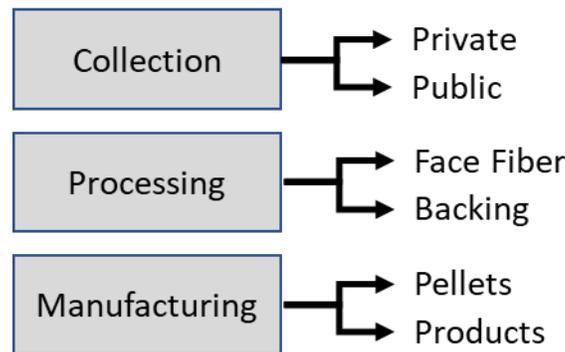
CARE Contact Information

Physical Address: 100 S. Hamilton Street
 Dalton, GA 30720
 Attn: Dr. Robert Peoples, Executive Director
 Phone: (706) 428-2127
 Email: bpeoples@carpetrecovery.org

All proposals must be sent electronically in Word or PDF format only.

Service Needed

The proposed contract (Agreement) will require the Contractor to perform technical services in conducting an economic study to determine the weighted average actual costs to recycle for PCC. The cost survey includes recycling for collection, processing and manufacturing along with a regional analysis for rural and non-rural recycling center costs. The proposed plan entails outsourcing the planning, training, fieldwork, and calculation of costs. The scope of the analysis is national, while the primary focus will be on California operations. The high level supply chain logistics are as follows:



Contract Budget

The current budget is subject to proposal reviews. CARE reserves the right to amend the budget for this Agreement as needs arise.

Payment Withhold

The provisions for payment under the Agreement will be subject to a ten percent (10%) retainage per task. The withheld payment amount will be included in the final payment to the contractor and will only be released when all required work has been completed to the satisfaction of CARE.

Contract Term

The term of the Agreement will span approximately 8 months and is expected to begin in March 2019. CARE reserves the right to amend the term of the Agreement as needs arise.

Process Type

Request for Proposal (RFP)

Process Schedule

This process will be conducted according to the following tentative schedule where all times are Pacific Standard Time (PST).

Advertisement Date	1/21/19
Written Questions Due by 5:00 pm PST	2/08/19
Submittals Due by 5:00 pm PST	2/20/19
Post Notice of Intent to Award	3/01/19

Section II Rules and Conditions

Introduction

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

Commitment

Upon submittal of a Proposal, the Contractor commits to comply with all items noted in and attached to this RFP, including the Terms and Conditions and Contractor Certifications.

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

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

Antitrust Claims

In submitting a Proposal Package to CARE, the Proposer offers and agrees that if the Proposal Package is accepted, it will assign to CARE all rights, title, and interest in materials developed for this proposal. Such assignment shall be made and become effective at the time CARE issues final payment to the Proposer.

Contractor's Cost

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

Information

All materials submitted in response to this RFP will become the property of CARE as part of the RFP process.

CARE will disregard any language purporting to render all or portions of any proposal package confidential. All information obtained or produced during the course of the Agreement will be made available to CARE. Upon award of the Agreement, however, CARE will hold information obtained or produced during the course of the Agreement deemed trade secrets by the Proposer or third parties to the extent feasible and will be reserved on a need to know basis for the analysis. Any information obtained or produced during the course of the Agreement that qualifies as a trade secret shall be clearly labeled as such.

Written Questions

The RFP includes a formal question and answer period in which Proposers have the opportunity to submit questions to CARE regarding the RFP. All inquiries shall be submitted in digital format (PDF) and via e-mail to the CARE Contact as listed in *Section I* no later than **5:00 pm PST on Friday, February 8, 2019**, regardless of postmark. Faxes will not be accepted. The questions and answers may be published in an Addendum to the RFP (see below, Addenda).

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 CARE employees shall be non-binding and shall in no way exclude the Bidder of any obligations as set forth in this package.

E-mails should be clearly marked "Questions Relating to PROPOSAL: CARE COST ANALYSIS"

Addenda

CARE 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 CARE prior to the deadline for submission of written questions. CARE may 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 shall:

- 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.

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

Unreliable List

Any Contractor currently on the CalRecycle, or any other Unreliable list, is ineligible to apply for or participate in this contract.

Subcontractors

CARE will not accept subcontractors for this RFP.

Section III Proposal Submittal Requirements

Responsiveness

Failure to follow the instructions contained in this document may be grounds for rejection of a Proposal. CARE may reject any Proposal if it is conditional, incomplete or contains irregularities. CARE may waive an immaterial deviation in a Proposal, if deemed in the best interest of CARE.

Deadline

All Proposal packages must be received electronically by CARE as listed in *Section I, Overview* by **5:00 p.m. PST on February 20, 2019**.

Proposals received after the deadline will be considered late and will not be considered.

Number of Copies

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

- One electronic copy by Adobe Acrobat Reader. The entire Proposal, including any attachments, shall be saved as a single document.
- If file size exceeds 10 megabytes, provisions may be made for a larger file transfer upon request and prior to the deadline.
- A maximum document length of 10 pages is preferred excluding short biographical references to the engaged staff.

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

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 shall be on the Proposer's company letterhead and contain the following information:

- a. Name and address of the Proposer submitting qualifications;
- b. Proposer's Headquarters for purposes of this 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 Proposer;
- 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 of acknowledgement that the Bidder received any Addenda issued.

Table of Contents

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

Summary

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

Methodology

The Proposal shall include a Work Plan describing the methods to be employed to accomplish the contract activities described in *Section VI Description of Work*. The methodology shall be described in sufficient detail to allow CARE staff to evaluate the methods and shall address all tasks and items in the Scope of Work.

Proposals shall describe how the objectives will be met and the methods the Contractor will use. The description shall include not only what work will be performed, but how it will be performed.

The tasks described in the Scope of Work outline a general approach for meeting the requirements; 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

Qualifications and Resources

The prospective Contractor shall have the experience, qualifications, and resources to perform the required tasks of the project. It is highly recommended that the Contractor's staff include Certified Public Accountants or possess economics backgrounds and experience as this survey requires a high level of economic and statistical analysis to conduct the cost survey.

Each Proposal shall include a description of the resources to be used on the project while demonstrating an individual or team members' abilities to perform the work. The Proposals shall include resumes for each member of the Proposer's team that includes the following:

- Experience
- Knowledge
- Educational Background
- Appropriate licensing

References

The Proposer's team shall provide a minimum of three (3) verifiable references for the proposer which support the above qualifications.

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

Samples of Written Work

The Proposer's team shall include a copy of a verifiable written work that is similar in nature to the proposed project and deliverables.

This contract requires five different final report elements which shall each include the methodology used, the analysis and conclusions, any training that was required, any difficulties that were encountered during the survey, and recommendations for future efforts in this area. Please include an example of a final report that shows the degree of detail used on previous work.

Contractor Eligibility

The Proposer shall include a written declaration, stating that the Contractor is eligible to contract with CARE. The written declaration may be included in the cover letter.

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 shall submit a copy of the appropriate license(s) for each team member who will provide "professional" services under the contract.

Section IV Cost Proposal Submittal

Overview

The Cost Proposal shall be submitted as a separate PDF file by the due date identified in the Schedule of *Section I*.

Cost Breakdown

Attachment A, Cost Proposal Sheet, must be completed, specifying the total cost and including detailed project costs identified by each task and dollar amount. The awarded Proposer's invoices shall be itemized as shown in the submitted Cost Proposal Sheet.

With the exception of travel expenses, the cost of food and beverage purchases is not reimbursable. All travel must be itemized in *Attachment A*. For further travel information read the following section, Travel and Per Diem.

The costs identified in *Attachment A* should take into consideration the length of the contract, rise in salaries and overhead costs.

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) shall be included on the Cost Proposal Sheet. Reference by incorporation to the Proposal is not acceptable.

The amounts identified in *Attachment A* may not be changed and will remain in effect for the life of the Agreement unless expressly agreed to in writing by CARE.

Travel and Per Diem

All travel shall be pre-approved by the Contract Manager. Only the least costly travel method (for example, personal car, rental car, or air travel) will be reimbursed. When determining the least costly travel method, the Contractor should take into consideration not only direct expenses, but also the time billed. If the Contractor is unsure what least costly method may be, he or she shall consult with the Contract Manager. All vehicle miles traveled only will be reimbursed at the reimbursement rate specified below. Per diem (lodging, meals and incidentals) will not be reimbursed.

- Expenses for rental car insurance, fuel for rental cars purchased from the rental car company, and additional air travel expenses such as preferred boarding, will not be reimbursed. First Class or Business Class air travel is not allowed. Airport parking must be at the most economical rate. Expenses for one-way rental car expense (i.e. charges for returning a rental car to a location other than that from which it was rented) will only be reimbursed if preapproval is given by the Contract Manager prior to the expense being incurred.

- Personal Vehicle Use for travel is reimbursed at \$0.58 per mile; however, fuel will not be reimbursed if a personal vehicle is used.

Section V Evaluation and Selection

Introduction

CARE will perform a Pre-Qualification Evaluation process to ensure that the Proposer has included all required documentation in the Proposal submittal. Each Proposal will first be reviewed to ensure the following items: Proposal is received by date and time specified; Proposal contains all the required documents (see Proposal Completion Checklist); and that the Proposal meets the format requirements specified.

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

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

Selection Process

The Selection Committee will evaluate and score all Proposals that pass the Pre-Qualification Evaluation, utilizing the scoring system to assign points. Following this chart is a list of the considerations that the evaluation team may take into account when assigning individual points to a technical Proposal.

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

- A. In assigning points for individual rating factors, raters may consider issues including, but not limited to, the extent to which a Proposal response:
1. Is lacking information, lacking depth or breadth or lacking significant facts and/or details, and/or;
 2. Is fully developed, comprehensive and has few if any weaknesses, defects or deficiencies, and/or;
 3. Demonstrates that the Proposer understands CARE's need's, the services sought, and/or the Contractor's responsibilities, and/or;
 4. Illustrates the Proposer's capability to perform all services and meet all scope of work requirements, and/or;
 5. If implemented, will contribute to the achievement of CARE's goals and objectives, and/or;
 6. Demonstrates the Proposer's capacity, capability and/or commitment to exceed regular service needs (i.e., enhanced features, approaches, or methods; creative or innovative business solutions).

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 Proposal submittal is unsigned.
- The Cost Proposal is not prepared as required by the RFP.
- The Proposer has received substantive negative contract performance sent to the Better Business Bureau.
- Any items required by the RFP are not included with the submittal.

No Proposal may be rejected arbitrarily or without reasonable cause.

Award of Agreement

The award of this Agreement will be to the lowest responsive responsible Proposer meeting all of the RFP requirements.

CARE reserves the right to not award an Agreement.

Notice of Intent to Award

Notice of the intent to award will be posted on CARE's California webpage at www.carpetrecovery.org. It is the Proposer's responsibility to check this location for a copy of the Notice of Intent to Award.

Rejection of Award

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

CARE reserves the right to disqualify the awardee and award the Agreement to the next highest ranked Proposer.

Protest of Award

There is no provision for protesting this award.

Section VI Description of Work

Scope of Work to be Performed:

- 1) Contractor agrees to provide to CARE technical services in conducting an economic study to determine the U.S. and CA statewide average and range of costs associated with collecting and processing post-consumer carpet along with costs to manufacture downstream products.
- 2) The services shall be performed for all subsidy recipients across the U.S. Regional differences in costs in the State of California must also be assessed.
- 3) The services shall be provided from March 1, 2019 through December 31, 2019.
- 4) The detailed description of work to be performed and duties of all parties include:
 - a) The Contractor shall conduct a cost survey to determine the weighted average actual costs, by weight, to collect, process and produce products by recyclers across the U.S.
 - b) The Contractor shall conduct a cost survey that also takes into consideration geographic differences across the State of California.
 - c) The Contractor shall evaluate all data and assess the statistical error range associated with all estimates.
 - d) The Contractor shall work with CARE to understand and offer recommendations for improvement of CARE's Economic, Cost Conversion, Financial and Subsidy Justification models.
 - e) The Contractor shall prepare an interim update to be reviewed with CARE (date to be determined).
 - f) The Contractor shall issue a CONFIDENTIAL final written report in both Word and PDF formats for use by CARE.
 - g) The Contractors shall present a formal review to the CARE SPC Committee and when approved by CARE a presentation to CalRecycle may be requested.
 - h) The Contractor shall label all data, information and conclusions CARE Confidential Information.
 - i) The Contractor may not publish nor communicate, in whole or in part, study results without the written authorization of CARE.
 - j) The Contractor shall, with consultation from CARE, create a Microsoft Excel-based cost survey model to be used.

- k) The Contractor shall, with consultation from CARE, create detailed survey methodology, logistics and analytical analysis manual used in surveys.
- l) The Contractor shall develop a process to ensure collection of required data from participants, including a process to ensure all reasonable measures are attempted to collect data from participants resistant to providing required financial and labor data, as needed.
- m) The Contractor shall develop a quality control/peer review process to ensure quality control in the survey processes outlined in the Contractor's work plan, as needed.
- n) The Contractor shall, working with CARE, ensure recyclers that all individual data will be held strictly confidential and not shared with CARE unless expressly requested and approved by recycler(s).
- o) The Contractor shall develop a control process to ensure confidentiality of all data specific to individual recycling centers and companies, as needed.
- p) Based on previous surveys of recycling centers, the total number of sites to be selected for the cost surveys referenced in items (a), (b), and (c) of this Exhibit is estimated to be a minimum 50 sites and may not exceed 75 sites. The Cost Proposal should be determined assuming 75 sites will be surveyed. Site selection includes ALL recyclers (CSEs, Processors, Manufacturers) plus a minimum of 50% of CARE Public drop-off sites.
- q) The Contractor shall conduct cost surveys including, at minimum, the following:
 - (1) A tour of the facility surveyed and a written description of the facility.
 - (2) Interviews of management and operational personnel to determine how the facility operates and how labor is allocated to specific operations and materials.
 - (3) Observe financial statements with all expenses to the extent feasible.
 - (4) Where possible, allocate specific costs to specific face fiber or PC4 material types.
 - (5) Complete and reference work papers to document all final financial and labor data.
 - (6) A quality control/peer review process to ensure quality standards are met.
 - (7) A separate confidential file with all work papers, notes, and final determinations of costs for each material and resin type.
- r) The Contractor shall submit all records and present and report the results of the cost survey of recycling centers as follows:
 - (1) The Contractor shall consolidate data from all surveyed recycling centers and provide the data in either a Microsoft Excel or Access format.
 - (2) The Contractor shall provide a separate hardcopy/electronic file including all work papers for each completed audited cost survey.
 - (3) It is expected that the cost surveys for recycling centers scheduled with the following milestones: 25 percent of the surveys completed by the end of April 2019, 50 percent by the end of May 2019, 100 percent by the end of June 2019.
 - (4) The Contractor shall, based on the results of individual audited cost surveys, complete a final report outlining the process used and the results of determining (a) the statewide weighted average cost per pound to recycle at each stage.

- (5) The Contractor shall submit a Draft Final Report by August 16, 2019, and after receiving comments from CARE, the Contractor shall submit a Final Report by August 23, 2019.
- (6) The Contractor shall, if CARE deems appropriate, be available to present the results of the CARE average recycling cost analysis at a CalRecycle public hearing.
- (7) The Contractor shall present the findings of the cost surveys and the draft final reports to CalRecycle Staff and Administration, if so requested by CARE.
- (8) The Contractor shall present the findings of the cost surveys and the draft final reports to CalRecycle Administration, if so requested.
- s) The Contractor shall provide all personnel and staffing and all supervision of personnel for the cost surveys.
- t) The Contractor shall be responsible for coordinating and scheduling all travel for personnel.
- u) The Contractor shall submit monthly progress reports to CARE representative, as required, describing work performed, work status, work progress difficulties encountered, remedial action, and statement of activity anticipated subsequent to reporting period for approval prior to payment of invoices. The Contractor will be reimbursed by invoicing, in detail, all costs and charges with the Contract Number and sending such documents to the designated address.

5) Milestone Schedule:

Work to be Performed Items	Description	Milestone Schedule
Recycling Collector/Sorters		
Inclusive of CARE Public Drop-off sites	25% cost surveys	
	50% cost surveys	
	75% cost surveys	
	100% cost surveys	
	All complete audited cost surveys	
	Draft Final Report	
	Final Report	
Recycling Processors		
	25% cost surveys	
	50% cost surveys	
	75% cost surveys	
	100% cost surveys	
	All complete audited cost surveys	
	Draft Final Report	
	Final Report	
Manufacturers		
	25% cost surveys	
	50% cost surveys	

	75% cost surveys	
	100% cost surveys	
	All complete audited cost surveys	
	Draft Final Report	
	Final Report	
Processor Recycling Capacities		
	Recycling pilot projects	
	All complete audited cost surveys	
	Draft Final Report	
	Final Report	
Manufacturers Capacities (to consume Recycled Output from Processors)		

6) Location of Services

Services will be provided across the U.S. but focused in CA, GA, SC, and MN.

7) Control of Work

1. The CARE 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; and
 - Compensation for services provided by the Contractor.

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 Agreement
 - Act as the Contractor’s Representative regarding contractual matters relating to this Agreement.

If during the course of the Agreement, it is deemed necessary to replace the Project Manager, CARE will at its sole discretion approve a replacement.

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	California Department of Resources Recycling and Recovery
CARE	Carpet America Recovery Effort
CSE	Collector/Sorter Entrepreneur
EPA	Environmental Protection Agency (Federal Government)
RFP	Request for Proposals
SOW	Scope of Work

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 RFP, Proposal,

Terms and Conditions, Work Orders, and any supplemental Agreements that may be required to complete the work in a substantial and acceptable manner.

Consultant

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

Contract

A legally binding Agreement between CARE & another entity, public or private, for the provision of goods or services.

Contract Manager

A person designated by CARE to manage performance under a contract.

Contractor

A party contracting with CARE. Vendor is often used synonymously with Contractor.

Cost Proposal Opening

A CARE public website notice, where the costs bid by a Proposer on an advertised project, are opened and a determination is made as to the apparent qualified low bidder.

Director

The Executive Director of CARE, or his designees. Any references to Executive Officer shall mean the Executive Director.

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 CARE.

Recycling Facilities

Facilities which handle Post-Consumer Carpet (Collectors, Processors, Manufacturers, CARE Drop-off sites).

Scope of Work

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

State

The State of California.

Subcontractor

A person or entity that contracts with the Contractor [Not applicable to this RFP].

Attachments

Attachment A

Cost Proposal Sheet

2019 Processing Fee and Handling Fee Cost Surveys

Complete this form and submit the original in accordance with the requirements of this RFP.

Any invoices submitted by Contractor will identify line item costs and corresponding task number.

Contractor/Company Name: _____

Task #	Personnel Services: (Do not include travel or overhead) estimated # of hours needed for contract services multiplied by the individual or position rates per hour. (Include name/position title and hours)				Fringe Benefits (Identify fringe benefit costs citing actual benefits or as a percentage of personal services costs)	Operating Expenses (operating expenses related to the services provided in this Agreement, including rent and supplies, as applicable)	Equipment Costs (Include a description of equipment)	Travel Expenses (Include travel expenses)	Overhead (This information shall be provided)	Other (any other specific breakdown required to sufficiently explain the budget costs)	Total by Task
	Name / Position	\$/Hr	Hrs.	Total \$							
Total by Line Item	(Sum of Total \$)										GRAND TOTAL

Acknowledgement/Authorization

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

The undersigned acknowledges that the Proposer has read all of the requirements set forth in CARE 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 CARE in verification of the recitals comprising this Proposal and also hereby authorizes CARE 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 by the submitting firm.

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

Contractor Name: _____

Address: _____

Telephone #: _____

City, State

Zip: _____

Name & Title of
Authorized

Representative: _____

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 shall explain why these line items are not itemized. A blank space for either fringe benefits or overhead will be grounds for immediate disqualification.*

**Attachment B
Proposal Scoring Sheet
2019 Processing Fee and Handling Fee Cost Surveys**

Contractor/Company Name: _____

To advance to the cost opening, the Proposer MUST achieve an overall total score of 28 of the possible 39 points.

Category	Score
A. Overall approach and organization (12 pts. max.)	
1) Format of Proposal (0-3 Points)	
2) Overall approach and understanding of problems, issues and required tasks (0-3 Points) Assign 0 or 1 point if the Proposer only restates or paraphrases information in the RFP	
3) Addresses all items in RFP (0-3 Points) Assign 0 or 1 point if the Proposer only restates or paraphrases information in the RFP	
4) Clarity of Proposal (0-3 Points)	
B. Methodology (9 pts. max.)	
1) Soundness of proposed methodology. Do the steps taken, to gather and analyze the data, make sense? (0-3 Points)	
2) Appropriateness of proposed methodology (0-3 Points)	
3) Feasibility of work plan and schedule (0-3 Points)	
C. Qualifications/Resources (12 pts. max.)	
1) Assigned staff's knowledge and educational background of the particular project involved (0-3 Points) Assign 0 or 1 point if the Proposer only restates or paraphrases information in the RFP	
2) Assigned staff's experience and background in similar projects (0-3 Points)	
3) Experience in dealing with participants that are difficult/resistant to providing required documentation (0-3 Points)	
4) Abilities of assigned staff to conduct the necessary research with proficiency and accuracy and without omission (0-3 Points)	
D. Past Work References may be consulted (6 pts. max.)	
1) Similarity between previous projects and the project contained in this RFP (0-3 Points)	
2) The success (including level of completion) of past projects and any related work record (0-3 Points)	
Total Score	

Attachment C

Contractor Status Form

Contractor's Name: _____

County: _____

Address: _____

Phone Number: _____

Fax Number: _____

Federal Employer
Identification Number: _____

STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS:

Individual

Limited Partnership

General Partnership

Corporation

Other

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

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

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

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

Other Officer: _____

Other Officer: _____

Provide explanation if claiming Other:

**Attachment D
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. Duplicate and attach additional pages as necessary.

BIDDER'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:



CARE Agreement

AGREEMENT NUMBER
REGISTRATION NUMBER

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

<small>AGENCY'S NAME</small> Carpet America Recovery Effort (CARE)
<small>CONTRACTOR'S NAME</small> (Contractor)

2. The term of this Agreement is: March 1, 2019 through December 31, 2019

3. The maximum amount of this Agreement is:

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

- Exhibit A – Scope of Work
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – Terms and Conditions
- Exhibit D – Proposal from Contractor in response to RFP*

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

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

CONTRACTOR	
<small>CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)</small>	
<small>BY (Authorized Signature)</small>	<small>DATE SIGNED (Do not type)</small>
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small>	
<small>ADDRESS</small>	
CARE	
<small>BY (Authorized Signature)</small>	
<small>DATE SIGNED (Do not type)</small>	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small>	
Robert Peoples, Executive Director	
<small>ADDRESS</small>	
100 S. Hamilton Street, Dalton, GA 30720	

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT:

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

CARE
100 S. Hamilton Street
Dalton GA 30720
Attn: Financial Director

- C. Each invoice submitted to CARE shall include the following information:

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

2. PROMPT PAYMENT CLAUSE: Payment will be made in within 30 days of invoice receipt.

3. COST BREAKDOWN:

<<Costs of winning Proposer will appear here>>

4. TRAVEL CLAUSE: All travel will be reimbursed at the excluded employee travel rates in accordance with the RFP.
5. 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 has been completed to the satisfaction of CARE.

EXHIBIT C
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, CARE shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in this Agreement is binding on any of the parties. CARE reserves the right to amend this Agreement through a formal written amendment signed by both parties, for additional time and/or funding.
3. ASSIGNMENT: This Agreement may not be assigned by the Contractor, either in whole or in part, without CARE's prior written consent
4. CONTRACT MANAGEMENT: The Contractor and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of CARE. The Contractor may change the designated Project Director, but CARE reserves the right to approve any substitution of the Project Director. Contractor's key personnel may not be substituted without CARE's Contract Manager's prior written approval. CARE may change the Contract Manager by notice given to the Contractor at any time. CARE staff will be permitted to work side by side with the Contractor's staff, consistent with confidentiality provisions, to the extent and under conditions that may be directed by the Contract Manager. In this connection, CARE staff will be given access to all required data, working papers, etc. The Contractor will not be permitted to utilize the CARE'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 CARE's staff for coordination or monitoring functions.
5. CONTRACTOR EVALUATIONS: CARE will evaluate the Contractor's performance within ninety days of the completion of this Agreement. If the Contractor does not satisfactorily perform the work or service specified in this Agreement, CARE will submit a copy of the negative evaluation to CalRecycle within ten (10) working days of the completion of the evaluation. Upon filing an unsatisfactory evaluation with CalRecycle, CARE shall notify and send a copy of the evaluation to the Contractor within fifteen days. The Contractor shall have thirty days to prepare and send a written response to CARE and CalRecycle. CARE shall file the Contractor's statement with the evaluation.
6. CONFIDENTIALITY: The Contractor and CARE 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 to CalRecycle. CARE 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 CARE.

7. COPYRIGHTS AND TRADEMARKS: The Contractor shall assign to CARE any and all rights, title and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement, including the right to register for copyright or trademark of such materials. Such title will include exclusive copyrights and trademarks in the name of CARE.

For contracts of \$5,000 or more, any document or written report prepared for or under the direction of CARE, shall include a notation on the inside cover as follows:

"Prepared as part of CARE's role as the California Carpet Stewardship Organization. Total Contract Amount \$ <state contract amount>."

8. 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.
9. 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.
10. FORCE MAJEURE: Neither CARE nor the Contractor 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.
11. GRATUITIES: CARE 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 CARE, 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.
12. IMPRACTICABILITY OF PERFORMANCE: This Agreement may be suspended or cancelled, without notice at the option of the Contractor, if the Contractor's or CARE premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service or in the event the Contractor is unable to render service as a result of any action by any governmental authority.
13. INDEMNIFICATION: The Contractor agrees to indemnify, defend and hold harmless CARE and CARE's officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor as a result of the performance of this Agreement.
14. INSURANCE: When required, the Contractor shall provide: 1) a Certificate of Insurance insuring CARE, and/or 2) verification of Worker's Compensation insurance. The Contractor shall provide said Certificate of Insurance and/or verification to CARE within ten (10) days after notification of CARE'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 CARE.

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

- (a) CARE, 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 CARE.
- (e) CARE 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, CARE may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

- 15. 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, CARE, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing CARE for any additional expenses incurred to cure such defects.
- 16. LICENSE OR PERMITS: The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), CARE may, in addition to other remedies it may have, terminate this Agreement upon occurrence of such event.
- 17. NO AGENCY: The Contractor and agents and employees of Contractor, shall act in an independent capacity and not as officers or employees or agents of CARE. Contractor has no authority to bind or incur any obligation on behalf of CARE.
- 18. OWNERSHIP OF DRAWINGS, PLANS AND SPECIFICATIONS: CARE 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 CARE upon request. CARE 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, or its vendors to additional compensation.

19. PAYMENT: The Contractor shall perform the work described in the Work Plan or in accordance with the approved budget, and shall obtain written approval from CARE's Contract Manager of any changes or modifications to the Work Plan or the approved budget prior to performing the changed work or incurring the changed cost. If the Contractor fails to obtain such prior written approval, CARE, at CARE's sole discretion, may refuse to provide funds to pay for such work or costs.

Ten percent (10%) will be withheld and paid at the end of the term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the Contractor to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld pursuant to CARE's 10% retention policy.

Reimbursement requests will not be approved unless they have been specified in the approved application.

20. PATENTS: The Contractor assigns to CARE all rights, title, and interest in and to each invention or discovery that may be capable of being patented, that is conceived of or first actually reduced to practice in the course of or under this Agreement.
21. PUBLICITY AND ACKNOWLEDGEMENT: The Contractor agrees that it will acknowledge CARE'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.
22. REMEDIES: Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under the Agreement, at law or in equity, and exercise of one right or remedy will not be deemed a waiver of any other right or remedy.
23. SETTLEMENT OF DISPUTES: In the event of a dispute, the Contractor shall file a "Notice of Dispute" with CARE'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 CARE Project Manager for the purpose of solving the dispute.
24. STOP WORK NOTICE: Immediately, upon receiving a written notice to stop work, the Contractor shall cease all work under this Agreement.
25. SUBCONTRACTORS: No subcontractors are permitted under this contract.
26. SUCCESSORS: The provisions of this Agreement will be binding upon and inure to the benefit of CARE, the Contractor, and their respective successors.
27. TERMINATION: CARE shall have the right to terminate this Agreement at its sole discretion at any time upon thirty days written notice given to the Contractor. In the case of early termination, a final payment will be made to the Contractor upon approval by the Contract Manager of a financial report, invoices for costs incurred to date of termination and a written report describing all work performed by the Contractor to date of termination.
28. TERMINATION FOR CAUSE: CARE may terminate this Agreement and be relieved of making any payments to the Contractor, should the Contractor fail to perform pursuant to this Agreement at the time and in the manner herein provided. Termination pursuant to this

section may result in forfeiture or reimbursement by the Contractor of any funds received from CARE or retained pursuant to CARE's 10 percent retention policy.

29. UNRELIABLE LIST: Placement of Contractor on the CalRecycle Unreliable List any time after award of this Agreement may be grounds for termination of Agreement.
30. 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.

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 (Attachment A)
- Proposal Scoring Sheet (Attachment B)
- Contractor Status Form (Attachment C)
- Client References (Attachment D)
- Copy of Required License(s) (Secretary of State)
- Samples of Written Work

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

- One (1) Electronic copy of Proposal Package in Adobe Acrobat format with all documents in a single file, including the bid sheet and all other attachments.

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.

END