

Memorandum

To : Cynthia Bridges
Executive Director

Date : March 9, 2016

From : Edna Murphy, Deputy Director *EM*
Administration Department

Subject : **APPROVAL OF CONTRACT OVER \$1 MILLION: 2016-4007 – Department of Resources, Recycling and Recovery (DRRR, aka: Cal-Recycle)**

Your approval is requested to place an Administrative Agenda item before the Board at the March 29-30, 2016 Board Meeting. The purpose of this contract is to accept reimbursement from Cal-Recycle for BOE's collection of the California Tire Fee.

- Interagency Agreement #2016-4007 – Department of Resources, Recycling and Recovery (DRRR aka: Cal-Recycle)

Because this Agreement exceeds \$1 million, Board Member approval is required. Attached is a brief description of the services to be provided by this Agreement, and a copy of the signature-ready 2016-17 Agreement with Cal-Recycle. This contract has been reviewed and approved by Legal.

With your approval, the Board Proceedings Division will place this item on the Public Agenda Notice and provide a copy of the attachments to each Board Member. If you have any questions or wish to discuss the contract further, please call me or have your staff call Linda Ferguson at 445-3814.

EM:kw

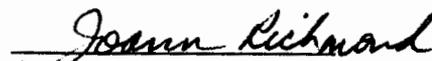
Attachment

cc: Sandy Barrow, MIC 31
Barry Ivy, MIC 31

Approved


Cynthia Bridges
Executive Director

BOARD APPROVED
At the 3-30-16 Board Meeting


Joann Richmond, Chief
Board Proceedings Division

Board of Equalization
Proposed Contracts
Over \$1 Million

| Contractor | Start Date | Expire Date | Total Cost | Purpose |
|--|------------|-------------|-------------|--|
| Department of Resources, Recycling and Recovery (Cal-Recycle) Contract #2016-4007 | 7/1/2016 | 6/30/2017 | \$1,023,949 | The purpose of this contract is to provide for the collection of the California Tire Fee pursuant to the provisions of the California Tire Recycling Act (Chapter 17, Part 3 of Division 30 of the Public Resources Code) (ACT). In order to carry out the collection of the Fee, the Department of Resources, Recycling and Recovery (Cal-Recycle) enters into this contract with the BOE, as permitted under Section 42882 of the Act. BOE will collect the Tire Fee and be reimbursed by Cal-Recycle upon receipt and approval of invoices. |

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

| | |
|-------------------------------------|----------------------|
| AGREEMENT NUMBER DRR16001 | BOE 2016-4007 |
| REGISTRATION NUMBER | |

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

| | |
|---------------------|---|
| STATE AGENCY'S NAME | Department of Resources Recycling and Recovery (CalRecycle) |
| CONTRACTOR'S NAME | Board of Equalization |
- The term of this Agreement is: July 1, 2016 through June 30, 2017
 Or upon DGS approval, whichever is later
- The maximum amount of this Agreement is: \$1,023,949.00
 (One million twenty three thousand nine hundred forty nine dollars and zero cents)
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

| | |
|--|-----------|
| Exhibit A – Scope of Work | 4 page(s) |
| Exhibit B – Budget Detail and Payment Provisions | 2 page(s) |
| Exhibit C* – General Terms and Conditions | GIA 610 |
| Exhibit D – Special Terms and Conditions | 2 page(s) |
| Attachment 1 – Recycled Content Certification | 2 page(s) |

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
 These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

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

| | | |
|--|---------------------------|---|
| CONTRACTOR | | California Department of General Services Use Only <input type="checkbox"/> Exempt per: |
| CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Board of Equalization | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Linda Fergurson, Contract Manager | | |
| ADDRESS 450 N Street, MIC 24 Sacramento, CA 95814 | | |
| STATE OF CALIFORNIA | | |
| AGENCY NAME Department of Resources Recycling and Recovery | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Tom Estes, Deputy Director | | |
| ADDRESS 1001 I Street Sacramento, CA 95814 | | |

EXHIBIT A

SCOPE OF WORK

1. The purpose of this Agreement is to provide for the collection of the California Tire Fee (Fee), pursuant to the provisions of the California Tire Recycling Act (Chapter 17 of Part 3 of Division 30 of the Public Resources Code) (ACT). In order to carry out the collection of the Fee the Department of Resources Recycling and Recovery (CalRecycle) enters into this Agreement with the Board of Equalization (BOE), as permitted under Section 42882 of the Act.

2. The Project Managers during the term of this Agreement will be:

CalRecycle

Name: Olga Garti
Phone: (916) 341-6086
Fax: (916) 319-7261
Email: olga.garti@calrecycle.ca.gov

BOE

Name: Barry Ivy
Phone: (916) 322-2061
Fax: (916) 341-6951
Email: barry.ivy@boe.ca.gov

Direct all agreement inquiries to:

CalRecycle

Contracts Unit

Attention: Lauren Chew
Address: 1001 I Street
Sacramento, CA 95814
Phone: (916) 341-6049
Fax: (916) 319-7560
Email: lauren.chew@calrecycle.ca.gov

BOE

Name: Contracts Section
Address: 450 N Street, MIC 24
Sacramento, CA 95814
Phone: (916) 322-2107
Fax: (916) 322-3184
Email: acquisitionscoor@boe.ca.gov

Project managers may be changed without a formal Amendment to this Agreement. The changing party will notify the other party with a 10 day prior written notice by either fax, mail or e-mail and include the new project manager's name, mailing address, e-mail address, phone number and fax number

3. BOE agrees to continue to collect the Fee and to deposit the total revenue collected in the California Tire Recycling Management Fund (Fund), pursuant to the Fee Collection Procedures Act of the Revenue and Taxation Code (Part 30, Division 2, commencing at Section 55001) and Sections 42882 and 42885(b)(3) and (c) of the Act, and to thereafter transfer an amount equal to seventy-five cents (\$0.75) per tire to the Air Pollution Control Fund, pursuant to Section 42889(a)(1) of the Act.
4. CalRecycle, which is statutorily charged with the administration of the Fund, agrees to reimburse BOE for the costs of the tire fee revenue collection activities, as described below in Paragraph 7, in the amount of \$1,023,949.00 unless amended by the parties.
5. CalRecycle and BOE agree to cooperate in the exchange of information used to administer the Program, to the extent that relevant statutes permit. For example, CalRecycle and BOE agree to share information for the purpose of identifying sellers of new tires that should be paying the Fee. CalRecycle and BOE further agree to meet, as needed, to share information that may be useful in effectively administering the Program.

6. BOE shall have exclusive authority to decide all procedural issues as they relate to registration, collection, billing, auditing, and making refunds associated with the Fee, pursuant to Sections 42885(c) and 42889(b)(2) of the Act. In addition, in cases where BOE conducts hearings and CalRecycle provides testimony regarding the Fee, a copy of the hearing record and transcript and the administrative decision pertaining to the case shall be provided to CalRecycle without charge within 15 days following issuance of the final determination by BOE.
7. The revenue collection activities to be performed by BOE, as required and permitted by statute are as follows:
 - a. Register sellers of tires:
 - 1) Identify sellers of tires based upon related sales tax industry codes and/or a seller's voluntary identification as a tire seller;
 - 2) Assign an account number to each tire seller identified;
 - 3) Record the identity of each tire seller in a registration file using the seller's name, address, and account number; and
 - 4) Update the registration file to maintain current information.
 - b. Provide ability to file returns:
 - 1) Provide returns to registered fee payers;
 - 2) Receive returns from registered fee payers; and
 - 3) Follow-up with fee payers on returns not filed.
 - c. Examine returns:
 - 1) Review returns for errors and late payments;
 - 2) Assess applicable penalty and interest on late returns;
 - 3) Assess applicable tax, penalty, and interest on either partial remittance or no remittance returns;
 - 4) Contact registrants regarding errors on the return; and
 - 5) Collect any tax, penalty, and interest not paid.
 - d. Issue notices of determination, redetermination or notices of refund.
 - e. Perform audit activity as it relates to the tire program as follows:
 - 1) Perform an annual selection of accounts to audit in the next fiscal year. Selection will consider several factors including, but not limited to potential areas of under reporting by registered fee payers, and staffing availability, taking into consideration audit vacancies and the level of experience of audit staff;
 - 2) Perform field audits of accounts selected;
 - 3) Follow-up on leads received;
 - 4) Upon request of a fee payer, the BOE will perform a cursory review of the fee payer's records and educate the fee payer on the tire fee program to ensure accurate reporting on future returns.
 - f. Monitor, control, analyze and process petitions and claims for refund through the appeals process, including the preparation of a petition summary.
 - g. Provide advisory services to the public as follows:
 - 1) Maintain webpage information on the tire fee or for fee payer access;
 - 2) Answer e-mail inquiries made by fee payers or the general public; and

- 3) Create and maintain tire related publications and articles as needed to keep fee payers informed.
 - h. Attend regular meetings with CalRecycle staff to discuss issues or education outreach related to the tire program.
 - i. Store and/or electronically scan returns and related documents. These documents will be made available to CalRecycle upon request. Preserve and maintain returns and related documents pursuant to the BOE records retention schedule, as prescribed by the State Administrative Manual (hereinafter, SAM).
 - j. Provide monthly reports to CalRecycle that demonstrate workload activities. The reports provided will be those currently available through BOE's computerized system to ensure that no additional programming costs are incurred and will include the following information:
 - 1) The number of returns, initial billings and other collection efforts and the amount collected from each activity, respectively;
 - 2) The number of petitions/refunds filed, resolved, and pending each year and the dollar amount of petitions/refunds filed and resolved;
 - 3) The number of payments processed and the number of returns or billings issued during the quarter for any periods and for the quarterly reporting period;
 - 4) The number of accounts issued, number of accounts closed, and number of account maintenance items performed;
 - 5) The number and dollar amounts of outstanding accounts receivable balances, including individual fee payer collection information, upon request; and
 - 6) The number of returns and delinquency notices mailed.
 - k. Deposit money in the Fund.
 - l. Transfer money to the Air Pollution Control Fund, pursuant to Act Section 42889(a).
8. BOE shall bill and account for the revenue collection activities covered by this Agreement on a modified accrual basis in accordance with the provisions of the SAM, including Sections 8572 and 8572.1 and including but not limited to the following:

| <u>SECTION</u> | <u>TOPIC</u> |
|----------------|-------------------------------|
| 8200 | Income General |
| 8210 | Cash Basis during Fiscal Year |
| 8290 | Accrual of Income |
| 8290.4 | Accounts Receivable |
| 10230 | Basis of Accounting Income |

9. Mutual Cooperation Requirement
- a. CalRecycle and BOE agree to notify each other of any proposed policies or procedures that may potentially affect the imposition of the Fee, the collection of the Fee, or the administration of the Program. The notification shall be in the form of a draft for the other's review. The reviewing agency shall have 20 working days from date of receipt to comment on the draft proposal prior to implementation or distribution by the drafting agency.
 - b. Upon written request from BOE, CalRecycle shall provide a person(s) to attend or provide advice for BOE hearings regarding the Fee. Information provided by CalRecycle either, pre or post hearing, shall be provided in a timely manner to expedite all hearing matters.

- c. Upon written request from the CalRecycle, BOE shall provide a person(s) to attend or provide advice for CalRecycle meetings, (e.g., public committee). Information provided by BOE, either pre or post meeting, shall be provided in a timely manner to CalRecycle.
10. Since the Agreement calls for an exchange of operational information, CalRecycle agrees to notify BOE within 30 days of receipt of information that is not satisfactory for CalRecycle's needs. If BOE does not receive such notification it shall assume that the information was acceptable.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. REIMBURSEMENT: BOE shall be reimbursed for its actual costs for collecting and administering the Fee up to an amount not to exceed \$1,023,949.00 unless an amendment is made to this Agreement. The contract cost shall be amended to accommodate: (a) any adjustment approved by the Department of Finance that occurs due to the annual Budget Process; and (b) an adjustment authorized by the state's full cost recovery policy to cover extraordinary administrative costs incurred by BOE upon prior written approval by CalRecycle.
2. INVOICING: For services satisfactorily rendered and upon receipt and approval of the invoices, CalRecycle agrees to compensate BOE for actual expenditures incurred. Invoices shall include a summary of personal services provided by employees and any Operating Expense and Equipment expenses and submitted to:

Accounts Payable
Department of Resources Recycling and Recovery
Fiscal Services Branch
U.S. Postal Correspondence:
P.O. Box 4025, MS-19A
Sacramento, CA 95812-4025
Federal Express Correspondence:
1001 I Street, MS-19A
Sacramento, CA 95814
3. PAYMENT: Invoices submitted by BOE to CalRecycle shall be paid in full no later than 45 days from the invoice date.
4. INVOICE AMOUNT DISPUTE: CalRecycle may dispute the amount claimed on an invoice only if written notification is provided to BOE within 30 days from either the date of receipt of the invoice or 30 days from the postmark date.
5. DISPUTES OVER INVOICE AMOUNTS OR ADEQUACY OF SERVICES RENDERED: Any dispute between CalRecycle and BOE with regard to the invoice amount or adequacy of services rendered by BOE relating to revenue collection activities as specified in Exhibit A, Scope of Work, Paragraph 8, shall be resolved through arbitration, as provided in Exhibit D; attached herewith. CalRecycle shall pay the full amount billed on all invoices received from BOE prior to initiating arbitration to resolve any dispute(s).
6. OVERPAYMENTS: If any overpayment is identified; BOE shall issue an amended invoice and refund to CalRecycle the difference between the amount paid and the revised lower amount of the amended invoice.
7. BUDGET CONTINGENCY CLAUSE: It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CalRecycle shall have no liability to pay any funds whatsoever to BOE or to furnish any other considerations under this Agreement and BOE shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CalRecycle shall have the option to either: cancel this Agreement with no liability accruing to CalRecycle, or offer an Agreement amendment to BOE to reflect the reduced amount.

8. COST BREAKDOWN:

| | | |
|-----------------------------------|------------------------------|--|
| 1. Personal Services: | | |
| Salaries and Wages | \$457,120.00 | |
| Staff Benefits | 208,561.00 | |
| Total Personal Services | <u>665,681.00</u> | |
| | | |
| 2. Operating Expense & Equipment: | | |
| General Expense | 34,284.00 | |
| Communications | 4,571.00 | |
| Travel In-State | 15,428.00 | |
| Facilities Operations | 88,567.00 | |
| Total OE & E | <u>142,850.00</u> | |
| | | |
| 3. Administrative Support: | | |
| Mail Services | 29,141.00 | |
| Cashier | 11,428.00 | |
| Data Entry | 12,571.00 | |
| Legal & Investigations | 4,000.00 | |
| Technology Services | 26,856.00 | |
| Subtotal Adm. Support | <u>83,996.00</u> | |
| | | |
| 4. Overhead | <u>131,422.00</u> | |
| | | |
| TOTAL | <u><u>\$1,023,949.00</u></u> | |

(Quarterly Billings are based on year-to-date allocations less any previously billed amounts)

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. SETTLEMENT OF DISPUTES:

Discussion: Disagreements between CalRecycle and BOE on any provision of this Agreement shall be subject to discussion to achieve resolution. The parties will attempt in good faith to resolve any dispute relating to this Agreement. The discussion shall be held between the CalRecycle's Deputy Director, Administration and Finance Division, and the BOE Deputy Director, Administrative Department, or their designees.

Arbitration: In the event that discussions fail to achieve resolution within 15 days after request by either party for a discussion, any action to resolve disputes or enforce or interpret this Agreement shall be settled by the Department of General Services' Office of Administrative Hearings (OAH).

Either party may commence arbitration by sending to the other party a written demand for arbitration specifying the dispute to be resolved and by entering into a contract with OAH to provide the arbitration service.

The OAH shall select the arbitrator, expedite scheduling of the arbitration, hear the dispute, and shall issue a ruling that designates the prevailing party.

Allocation of Costs: Prior to the arbitrator's determination of a prevailing party, BOE and CalRecycle share equally all initial costs of arbitration regardless of which agency contracts with OAH for this service. The prevailing party shall be entitled to reimbursement of arbitration expenses, costs and reasonable attorneys' fees.

All decisions of the arbitrator shall be final, binding and conclusive on all parties. A court may issue a writ of execution to enforce the arbitrator's decision.

2. CONFIDENTIALITY OF DATA: All financial, statistical, personal, technical and other data and information relating to BOE's and CalRecycle's operations, which are designated confidential by BOE and made available to CalRecycle in order to carry out this Agreement, or which becomes available to CalRecycle in carrying out this Agreement, shall be protected by CalRecycle from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to BOE. The identification of all such confidential data and information, as well as the BOE's procedural requirements for protection of such data and information from unauthorized use and disclosure, shall be provided in writing to CalRecycle by BOE. CalRecycle shall not, however, be required to keep confidential any data or information which is or becomes publicly available, is already rightfully in CalRecycle's possession, is independently developed by CalRecycle outside the scope of this Agreement, or is rightfully obtained from third parties as it relates to the Revenue and Taxation Code Section 55381.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS (continued)

3. **FORCE MAJEURE**: Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.
4. **COMPUTER SOFTWARE COPYRIGHT LAWS**: CalRecycle and BOE certify that it has appropriate systems and controls in place to ensure that state funds shall not be used in performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
5. **COPYRIGHTS AND TRADEMARKS**: BOE shall assign to CalRecycle any and all rights, title and interests to any material created or developed in whole or in any part as a result of the Scope of Work of this Agreement, including the right to register for copyright or trademark such materials. Such title shall include exclusive copyrights and trademarks in the name of the State of California. For contracts of \$5,000.00 or more, any document or written report prepared for or under the direction of CalRecycle shall include a notation on the inside cover as follows:

"Prepared as part of CalRecycle contract number DRR16001, Total Contract Amount \$1,023,949.00, pursuant to Government Code Section 7550."
6. **DELIVERABLES**: All documents and/or reports drafted for publication by or for CalRecycle in accordance with this contract shall adhere to CalRecycle's Contractor Publications Guide at www.calrecycle.ca.gov/Contracts/PubGuide/ and shall be reviewed by CalRecycle's Contract Manager in consultation with CalRecycle editor.
7. **RECYCLED-CONTENT PRODUCT PURCHASING**: BOE shall remain in compliance with the State mandated recycled-content product purchasing procedures.
8. **WASTE REDUCTION**: In the performance of this Agreement, BOE 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.

STATE OF CALIFORNIA
 Department of Resources Recycling and Recovery (CalRecycle)
 CalRecycle 74C (Rev. 06/10 for Contracts)

Recycled-Content Certification

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

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

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

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

| Product Manufacturer | Product Description / Brand | Purchase Amount (\$) | ¹ Percent Postconsumer Material | ² SABRC Product Category Code | Meets SABRC |
|----------------------|-----------------------------|----------------------|--|--|-------------|
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Public Contract Code sections 12205 (a) (1) (2) (3) (b) (1) (2) (3).

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

Print name _____ Signature _____ Company _____ Date _____

(See footnotes on the back of this page.)

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

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

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

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

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

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

AGREEMENT SUMMARY

STD. 215 (REV. 1-2014)

AGREEMENT NUMBER

2016-4007

AMENDMENT NUMBER

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME

Board of Equalization

2. FEDERAL I.D. NUMBER

3. AGENCY TRANSMITTING AGREEMENT

Dept. of Resources Recycling and Recovery

4. DIVISION, BUREAU, OR OTHER UNIT
Program Policy & Administration Branch

5. AGENCY BILLING CODE

024498

6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT

Kathryn Weaver, 916-322-2107, AcquisitionsCoor@boe.ca.gov

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?

 NO YES (If YES, enter prior contractor name and Agreement Number) Board of Equalization, 2015-4008

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES

Cal-Recycle: Collection of Tire Fee

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

Reimbursable contract for collection of Tire Fee

10. PAYMENT TERMS (More than one may apply.)

 MONTHLY FLAT RATE QUARTERLY ONE -TIME PAYMENT PROGRESS PAYMENT ITEMIZED INVOICE WITHHOLD ____ % ADVANCED PAYMENT NOT TO EXCEED REIMBURSEMENT/REVENUE

\$ _____ or _____ %

 OTHER (Explain) _____

| 11. PROJECTED EXPENDITURES FUND TITLE | ITEM | F.Y. | CHAPTER | STATUTE | PROJECTED EXPENDITURES |
|--|---------------|---------|---------|---------|------------------------|
| General Fund | 0860-001-0001 | 2016/17 | | 2016 | \$ -1,023,949.00 |
| | | | | | \$ |
| | | | | | \$ |

OBJECT CODE 9124 AGREEMENT TOTAL \$ -1,023,949.00

OPTIONAL USE

AMOUNT ENCUMBERED BY THIS DOCUMENT
\$ -1,023,949.00

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT
\$ 0.00

ACCOUNTING OFFICER'S SIGNATURE

DATE SIGNED

TOTAL AMOUNT ENCUMBERED TO DATE
\$ -1,023,949.00

| 12 AGREEMENT | TERM | | TOTAL COST OF THIS TRANSACTION | BID, SOLE SOURCE, EXEMPT |
|-----------------|----------|-----------|--------------------------------|--------------------------|
| | From | Through | | |
| Original | 7/1/2016 | 6/30/2017 | \$ -1,023,949.00 | Exempt |
| Amendment No. 1 | | | \$ | |
| Amendment No. 2 | | | \$ | |
| Amendment No. 3 | | | \$ | |
| | | TOTAL | \$ -1,023,949.00 | |

(Continue)

AGREEMENT SUMMARY

STD. 215 (REV. 1-2014)

13. BIDDING METHOD USED:

- REQUEST FOR PROPOSAL (RFP) INVITATION FOR BID (IFB) USE OF MASTER SERVICE AGREEMENT
(Attach justification if secondary method is used)
- SOLE SOURCE CONTRACT EXEMPT FROM BIDDING OTHER *(Explain)*
(Attach STD. 821) *(Give authority for exempt status)* Interagency Reimbursable

NOTE: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS *(List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)*15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S) *(If an amendment, sole source, or exempt, leave blank)*

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

17 (a) JUSTIFICATION FOR CONTRACTING OUT *(Check one)*

- Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified. Contracting out is justified based on Government Code 19130(b). Justification for the Agreement is described below.

Justification:
N/A

17 (b) EMPLOYEE BARGAINING UNIT NOTIFICATION

- By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).

AUTHORIZED SIGNER:

DATE:

18. FOR AGREEMENTS IN EXCESS OF \$5,000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING?

- NO YES N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?

- NO YES N/A

20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE?

- NO YES NONE ON FILE N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

- A. CONTRACTOR CERTIFICATION CLAUSES B. STD. 204, VENDOR DATA RECORD
 NO YES N/A NO YES N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED

- NO YES N/A

23. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? *(If an amendment, explain changes, if any)*

- NO *(Explain below)* YES *(If YES complete the following)*

DISABLED VETERAN BUSINESS ENTERPRISES: _____ % OF AGREEMENT

Explain:

Exempt

24. IS THIS A SMALL BUSINESS CERTIFIED BY OSBCR?

- NO YES *(Indicate Industry Group)* _____

SMALL BUSINESS REFERENCE NUMBER _____

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN TWO YEARS? *(If YES, provide justification)*

- NO YES

I certify that all copies of the referenced Agreement will conform to the original Agreement sent to the Department of General Services

SIGNATURE/TITLE

DATE SIGNED