

California Integrated Waste Management Board

SCOPE OF WORK

RMDZ Product Commercialization Training

I. INTRODUCTION/OBJECTIVES

Background:

State agencies are subject to mandates that require them to consider recycled-content products (RCPs) in their procurement decisions; and that a certain percentage of their purchases must be RCPs. It is our experience that some departments require more education and information about the value of RCPs. By obtaining support and endorsement of the products' value as being sustainable, we will get access to the decision makers in the appropriate agencies and begin the process of qualifying the product under SABRC, developing a road map for procurement approval, and making the products available for State purchase.

Experience shows that given the endorsement of the Department of General Services' Sustainability Manager, the procurement officers are far more willing to move products into the system, and the agencies more interested in buying them.

Objectives:

This Scope of Work (SOW) would provide needed training services addressing the marketing of RCPs to State agencies to staff from the Recycling Market Development Zone (RMDZ) program and specified RMDZ businesses requiring special help. An immediate objective is to establish a link between these businesses and other State Departments that will result in a smooth access and approval procurement process with State agencies.

The long term goal is to establish a "System Bridge" over which RMDZ companies can have access into the State procurement process more efficiently and independently.

II. WORK TO BE PERFORMED

The following services will be provided by Mike Tinney Associates, in association with the Contractor, Ohlone College. Services will include, but not be limited to: providing training to Board staff on different strategies that can be implemented to obtain access to State department procurement offices; drafting a plan that can be rolled out to other zone businesses; and providing direct consultation and training services to designated RMDZ businesses as identified by Board staff. The Contractor will meet with procurement staff and pertinent management staff in targeted State Departments to introduce RCPs; and facilitate joint meetings between the RMDZ businesses and State Department staff for the purposes of RCP purchases. The Contractor will work very closely with the Department of General Services and the State's Sustainability Task Force to forge the necessary relationships to make this project successful. The Contractor shall prepare a final report

summarizing this project and making recommendations for rolling out the process to other RMDZ businesses.

III. TASKS IDENTIFIED

Contractor hereby agrees to provide the CIWMB with the following services including, but not limited to:

Task 1: Work Plan and Budget

Based on discussions with the RMDZ staff, the Contractor shall develop a work plan and budget, subject to approval by the CIWMB Contract Manager. This plan will cover all tasks and their estimated costs, as outlined in this SOW. The work plan shall include meetings, as appropriate, with the Contract Manager to coordinate work activities and to discuss project results.

Task 2: Business Training

Contractor will provide training and consultation services to businesses, based on their specific procurement and product needs. Contractor will also meet with businesses individually and facilitate meetings with interested State agencies; and document the results of these interactions.

Task 3: Staff Training

Contractor will provide training on the State agency procurement process to RMDZ staff, discuss procurement strategy options, and as needed, consult with staff regarding their target businesses participating in this project.

Task 4: Progress Reports and Final Report

Contractor will prepare quarterly progress reports addressing status of implementation plan, activities and results for each business participating in this project, and projected future activities.

Contractor will also prepare a final report on this project in a form and manner approved by the Contract Manager and shall include, but is not limited to:

- A listing of State Department personnel, along with pertinent contact information, that participated in this project. It is hoped that long-term relationships can be developed with these individuals for future procurement opportunities;
- A summary of the businesses involved in this project, specific assistance offered to each business, and results achieved (including any sales information available);
- A description of the methodology used to facilitate product evaluation, product testing and certification, if required by State Departments;
- A summary of recommendations regarding best practices, strategy to apply for each State Department; and
- A draft plan addressing how to roll out procurement strategy to other zone businesses.

The Contractor shall be available shall submit the final report to the CIWMB upon conclusion of this project.

IV. CONTRACT/TASK TIME FRAME

- The term of the contract to be awarded under this Contract will be from July 1, 2005 through June 30, 2006.
- The budget for this project is inclusive of direct/indirect expenses such as travel, meals, preparation of reports and training materials; and will not exceed \$86,250.
- The information shall be provided to the CIWMB in the form of reports, covering the topics listed above. The reports, and the information they contain, will become the sole property of the CIWMB. The Contractor shall establish for the CIWMB good title in all copyrightable and trademarkable materials developed as a result of this Scope of Work.
- Either party may terminate the Agreement by giving 30-calendar days written notice. In the event of termination, the contractor shall be entitled to payment. Nothing in this agreement shall prevent the Contractor from subcontracting work elements to other entities, subject to approval by the Contract Manager. However, all work and products are the responsibility of the Contractor

V. COPYRIGHT PROVISION

Contractor shall establish for the CIWMB good title in all copyrightable and trademarkable materials developed as a result of this Scope of Work. Such title shall include exclusive copyrights and trademarks in the name of the State of California, California Integrated Waste Management Board.

VI. CALIFORNIA WASTE TIRES

It is possible that this project will involve some RMDZ businesses that produce an end product using California waste tire material.

VII. WASTE REDUCTION AND RECYCLED-CONTENT PRODUCT PROCUREMENT

In the performance of this Agreement, Contractor shall use recycled content, used or reusable products, and practice other waste reduction measures where feasible and appropriate.

Recycled Content Products: All products purchased and charged/billed to the CIWMB to fulfill the requirements of this contract shall be RCPs, or used (reused, remanufactured, refurbished) products. All RCPs purchased or charged/billed to the CIWMB to fulfill the requirements of the contract shall have both the total recycled-content (TRC) and the postconsumer content (PC) clearly identified on the products. Specific requirements for the aforementioned purchases and identification are discussed in the Terms and Conditions of the Contractual Agreement under Recycled-Content Product Purchasing and Certification.

The Contractor should, at a minimum, ensure that the following issues are addressed, as applicable to the services provided:

A. WRITTEN DOCUMENT PROVISION

All documents and/or reports drafted for publication by or for the CIWMB in accordance with this Contract shall adhere to the CIWMB's *Guidelines for Preparing CIWMB Reports* (available upon request) and shall be reviewed by the CIWMB's Contract Manager in consultation with one of the CIWMB's editors.

All documents and/or reports shall be printed double-sided on 100% postconsumer (PC) paper. If the Contractor does not believe that 100% PC paper is appropriate for the publication, such as a document with many full color photos, the Contractor may request to use a lower PC paper. However, no paper shall be used that contains less than 50% PC fiber. All papers containing less than 100% PC fiber, must be approved by the Contract Manager prior to the substitution. The paper should identify the postconsumer content of the paper (i.e., "printed on 100% postconsumer paper").

When applicable, Contractor shall provide the Contract Manager with an electronic copy of the document and/or report for the Board's uses. When appropriate as determined by the Contract Manager, only an electronic copy of the document and/or report shall be submitted and no hard copy shall be provided.

To the greatest extent possible, soy ink instead of petroleum-based inks should be used to print all documents.

B. CONFERENCING PROVISION

N/A