



Request for Proposal, Secondary
Public Relations Services for
Electronic Waste and Tire
Sustainability Programs
(IWM05057)

TABLE OF CONTENTS

SECTION I OVERVIEW	6
GENERAL INFORMATION.....	6
CIWMB CONTACT	6
CIWMB LOCATION	6
SERVICE NEED.....	6
CONTRACT BUDGET	7
PAYMENT WITHHOLD	7
LIQUIDATED DAMAGES	8
CONTRACT TERM.....	8
PROCESS TYPE.....	8
PROCESS SCHEDULE.....	8
SECTION II RULES AND CONDITIONS	9
INTRODUCTION.....	9
COMMITMENT	9
ANTITRUST CLAIMS	9
CONTRACTOR'S COST	9
INFORMATION.....	10
ADDENDA	10
MODIFICATION OF SUBMITTALS.....	10
ERRORS IN SUBMITTALS	10
UNRELIABLE LIST	10
ELECTRONIC WASTE RECYCLING.....	10
USE TAX.....	10
SMALL BUSINESS (SB) PREFERENCE	11
SUBCONTRACTORS	11
SECTION III PROPOSAL SUBMITTAL REQUIREMENTS.....	12
INTRODUCTION.....	12
DEADLINE	12
ADDRESSING	12
NUMBER OF COPIES	12
DOCUMENT PRINTING	12
TABLE OF CONTENTS	12
SUMMARY	12
METHODOLOGY.....	12
ORGANIZATION	13
QUALIFICATIONS, RESOURCES AND REFERENCES.....	13
REFERENCES.....	14
SAMPLES OF WRITTEN WORK	14
CONTRACT ELIGIBILITY	14
COVER LETTER	14
LICENSES	14
SMALL BUSINESS (SB) PARTICIPATION.....	15
DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION (DVBE).....	15
ENTERPRISE ZONE ACT (EZA).....	16
TARGET AREA CONTRACT PREFERENCE ACT (TACPA).....	16
LOCAL AGENCY MILITARY BASE RECOVERY ACT (LAMBRA).....	16

PROPOSER'S CONFERENCE PARTICIPATION	16
CONTRACTOR STATUS FORM	16
SECTION IV COST PROPOSAL SUBMITTAL	17
EVALUATION	17
COST BREAKDOWN	17
COST POINTS	18
TRAVEL AND PER DIEM	18
SECTION V EVALUATION AND SELECTION	22
INTRODUCTION	22
SELECTION PROCESS	22
ORAL INTERVIEWS	22
GROUND FOR REJECTION	22
AWARD OF AGREEMENT	22
NOTICE OF INTENT TO AWARD	22
REJECTION OF AWARD	23
PROPOSER NOTIFICATIONS	23
PROTEST OF AWARD	23
SECTION VI DESCRIPTION OF WORK	24
WORK TO BE PERFORMED	24
TASKS	25
CONTROL OF WORK	29
SECTION VII DEFINITION AND TERMS	30
GENERAL	30
ABBREVIATIONS	30
AGREEMENT	30
BOARD	30
BOARD STAFF	30
CAL EPA	30
CIWMB	30
CONSULTANT	30
CONTRACT	30
CONTRACT MANAGER	30
CONTRACTOR	31
DIRECTOR	31
DISABLED VETERAN BUSINESS ENTERPRISE (DVBE CERTIFIED)	31
LEGAL HOLIDAYS	31
PROGRAM MANAGER	31
SCOPE OF WORK	31
SMALL BUSINESS (CERTIFIED)	31
STATE	31
STATE CONTRACT LAW	31
SUBCONTRACTOR	31
ATTACHMENTS	
HOURLY RATE SHEET	

COST PROPOSAL SHEET
PROPOSAL SCORING SHEET
SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISES (DVBE) PARTICIPATION SUMMARY
DEMONSTRATION OF GOOD FAITH EFFORTS.....
RECYCLED CONTENT CERTIFICATION.....
COMPLETION CHECKLIST.....
CONTRACTOR STATUS FORM
CLIENT REFERENCES

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

CIWMB Contact California Integrated Waste Management Board
1001 I Street, Contracts Unit, MS-07
Sacramento, CA 95812
Phone: (916) 341-6105
FAX: (916) 319-7582
EMAIL: contracts@ciwmb.ca.gov

CIWMB Location California Environmental Protection Agency (CalEPA Headquarters)
Visitors and Environmental Services Center, First Floor
California Integrated Waste Management Board
1001 I Street
Sacramento, CA 95814

See www.ciwmb.ca.gov/BoardInfo/Location/#CalEPA for driving, parking and check-in information.

Service Need The public relations services requested will include services for the CIWMB's Waste Tire Management and Electronic Waste Programs. The history and services needed for each program are as follows:

Waste Tire Program

Californians generate about 39 million scrap tires each year. Last year, more than 10.4 million tires were disposed of because current markets were insufficient to divert them to more productive end-uses. There are only two ways to change this statistic: generate fewer scrap tires and increase markets for tire-derived products. This Scope of Work (SOW) supports both methods.

The objective of this SOW is to develop and implement a public awareness campaign that will educate the citizens of California about purchasing longer-lived tires and properly maintaining their tires to save money, to be safe, and to reduce fuel consumption. Also, this contract will promote the purchase of tire-derived products and other recycled-content products.

The successful implementation of this SOW will help the California Integrated Waste Management Board (CIWMB) achieve two of the goals established in the *Five-Year Plan for the Waste Tire Recycling Management Program (3rd Edition)*: 1) to reduce the number of tires generated by Californians from the current 1.1 tires per person per year to .75 tires by the year 2015, and 2) increase the annual waste tire diversion rate to 90% by the year 2015.

This SOW will define the tasks necessary for the Contractor to create a public awareness campaign designed to educate the citizens of California about proper tire maintenance and its relationship to tire safety, fuel economy, longevity, and cost savings. Because California is composed of a variety of target audiences who may not have English as their primary language, this campaign will focus primarily on partnering with California's non-English speaking communities, tire retailers,

OVERVIEW CONT.

and media outlets in multiple non-English languages. To implement the tasks identified in this SOW, the CIWMB will hire a professional marketing firm to promote these principles. The Contractor will design a comprehensive, yet systematic marketing effort directed mainly at California's underserved communities. Each message will be targeted and tailored to a specific audience in the selected areas.

Electronic Waste Program

California's electronic waste recycling law, enacted by SB 20 (Sher, c. 526, stats. 2003) and amended by SB 50 (Sher, c. 863, stats. 2004), created an advance recycling fee on certain "covered" electronic products with video display screens larger than four (4) inches, measured diagonally. Currently, these products include all computer monitors and televisions (TVs) containing cathode ray tubes (CRTs), laptop computers, LCD computer monitor and TVs, and plasma TVs. Beginning January 1, 2005, California consumers began paying the fee—\$6.00, \$8.00, or \$10.00 depending on screen size—when they purchased these covered products.

The California Integrated Waste Management Board (CIWMB) has significant responsibilities for implementing this law including administration of a payment system to reimburse costs of collecting and recycling covered electronic products, and making information on recycling opportunities available to the public. A public awareness effort was initiated in December 2004, primarily focused on the creation of a consumer-friendly web presence at www.eRecycle.org as a portal for access to information about the program and recycling opportunities.

This Scope of Work describes activities that the selected contractor will undertake on behalf of the California Integrated Waste Management Board:

- Implement a private industry partnership program to expand and maintain the eRecycle.org public awareness program;
- Educate consumers of all ages about the importance and benefits of the California electronic waste recycling program; and
- Publicize California's electronic waste recycling program including eRecycle.org.

Contract Budget

Subject to the availability of funds and approval by the Board, there is a current maximum budget of \$1,600,000.00 (One million six hundred thousand dollars and zero cents).

The CIWMB reserves the right to amend the budget for this Agreement as needs arise.

Payment Withhold

The provisions for payment under this contract will be subject to a ten percent (10%) withholding 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 the CIWMB.

OVERVIEW CONT.

Liquidated Damages The selected contractor, receiving award of this agreement, will be subject to a performance penalty if required deliverables are not submitted by the due date outlined in the Scope of Work.

The penalty will be equivalent to five percent (5%) of the budgeted amount for each task not completed in the required timeframe.

Contract Term The term of this Agreement will span approximately 24 months and is expected to begin in June 2006.

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

Process Type Request for Proposal (RFP), Secondary Method.

Process Schedule This process will be conducted according to the following tentative schedule:

Advertisement Date	March 27, 2006
Proposer's Conference at 10:00 am	April 12, 2006
Written Questions Due by 5:00 pm	April 13, 2006
Submittal's Due by 2:00 pm	May 9, 2006
Oral Interviews, if required	May 22-26, 2006
Post Notice of Intent to Award	May 30, 2006

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 has committed to comply with the following requirements:

- All items noted in RFP documents
- Special Terms and Conditions contained in this RFP
- Special Terms and Conditions available for viewing at www.ciwmb.ca.gov/contracts/Forms/SpTermsCond.pdf
- General Terms and Conditions available for viewing at www.ols.dgs.ca.gov/Standard+Language.
- Contractor Certification Clauses available for viewing at www.ols.dgs.ca.gov/Standard+Language.

If the proposer fails to meet any of the requirements or comply with the CIWMB requests, the CIWMB can reject, disqualify, or remove the firm from the process.

The CIWMB is not committed to award an Agreement resulting from this RFP.

Antitrust Claims

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

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

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

Contractor's Cost

All costs resulting from the contractor's participation in the RFP process are at the firm's expense.

No costs incurred by the contractor participating in the RFP process will be reimbursed by the CIWMB.

RULES AND CONDITIONS CONT.

Information

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

Any information that the proposer deems confidential, must so be marked prior to submission to the CIWMB.

The CIWMB will hold information deemed confidential by the proposer to the extent allowable by the California Public Records Act and the Public Contract Code.

Written Questions

Questions regarding this RFP, including those related to terms and conditions referenced in Commitments above, must be submitted in writing to the address in Section I, CIWMB Contact by the deadline for submission of written questions in Section I, Process Schedule. Any questions not received by the deadline will be deemed waived and cannot be brought up at a later time.

Addenda

The CIWMB 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 the CIWMB prior to the deadline for submission of written questions. The CIWMB will issue addenda to address such issues.

Modification of Submittals

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

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

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

Errors in Submittals

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

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

Unreliable List

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

Electronic Waste Recycling

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

Use Tax

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

RULES AND CONDITIONS CONT.

Small Business (SB) Preference

Any Proposer competing in this process as a California Certified Small Business, or as a non-SB that certifies to subcontract at least twenty-five percent of the total bid amount to a certified SB, will receive a five percent (5%) preference. A proposer meeting this requirement will have its points increased by 5% of the total points awarded to the highest scored non small business bidder.

A copy of the Proposer's and/or Subcontractor's certification should be included with the proposal package.

Subcontractors

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

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

The CIWMB reserves the right to approve substitutions of subcontractors, as long as, certified business participation levels remain unchanged.

SECTION III**PROPOSAL SUBMITTAL REQUIREMENTS**

Introduction

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

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

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

Deadline

The proposal package must be received by the CIWMB, at the address listed in Section I, Overview by 2:00 p.m. May 9, 2006. **Proposal packages submitted by mail must be sent to the address listed under Section I, CIWMB Contact. Proposal packages submitted in person must be delivered to the address listed under Section I, CIWMB Location.**

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

Addressing

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

Number of Copies

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

- One original, non-bound hard copy marked "Original"
- Three bound hard-copies marked "Copy"
- One electronic copy of the entire Proposal (including samples of written work) on disc or compact disc viewable by Adobe Acrobat Reader

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

Document Printing

All documents must be submitted double-sided on paper with a minimum of 30% post-consumer recycled content fiber.

Table of Contents

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

Summary

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

Methodology

Provide a narrative of the methods to be employed by the contractor to accomplish the project objectives. This narrative will be the basis for the Work Plans issued under this agreement.

These methods must have sufficient detail to allow the CIWMB to evaluate those methods. The methodology should address the tasks as described in Section VI, Description of Work.

PROPOSAL SUBMITTAL REQUIREMENTS CONT.

Organization

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

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

Qualifications, Resources and References

The prospective contractor must have the experience, qualifications, and resources to perform the required tasks of the project. Each proposal must include a description of the resources to be used on the project while demonstrating an individual or team members abilities to perform the work. The proposals must include resumes for the Program Manager, Personnel and Subcontractors, that include:

- Experience
- Knowledge
- Educational Background
- Appropriate licensing
- Tasks to be performed and number of hours

The following experience, qualifications and resources must be met:

- A. The proposer shall have principal place of business located within a 25-mile driving distance of CIWMB (Cal/EPA Headquarters located at 1001 I Street, Sacramento, CA 95814). Meetings regarding services under this agreement shall be held at CIWMB or at a place designated by the Contract Manager. Travel to CIWMB will be at the contractors' expense.
 - B. The proposer shall demonstrate the capability to conduct all elements necessary to successfully perform the requirements of the RFP.
 - C. The proposer shall have a minimum of three (3) years of verifiable experience in purchasing media and be able to analyze program requirements to determine optimum placement of campaign messages to assure maximization of message dissemination to the identified audience.
 - D. The proposer shall have demonstrated experience and expertise in building business and corporate relations with an emphasis on creating community and governmental partnerships and programs.
 - E. The proposer shall provide a minimum of three (3) references of comparable size to CIWMB for which the proposer has provided a similar range of program research, development, management, and evaluation. References shall be contacted by CIWMB as part of the evaluation of each proposal. Negative responses from identified references may result in a disqualification of a submitted proposal.
 - F. The proposer shall be familiar with and knowledgeable of current waste related and environmental issues and programs in the State of California.
 - G. The proposer shall be required to work with the CIWMB Contract Manager or designee to purchase all forms of media in markets throughout the State of California.
 - H. The proposer shall be able to purchase and place buys with any medium selected, including, but not limited to radio, television, outdoor and trades.
-

PROPOSAL SUBMITTAL REQUIREMENTS CONT.

- I. The proposer shall be familiar with the diverse demographics and media markets of California to ensure proper placement of campaign messages and optimum reach of the available audience.
 - J. Deviations from all project deadline requirements for any CIWMB project shall be coordinated between proposer and CIWMB. Acceptance of deviations shall be at the sole discretion of the CIWMB Contract Manager or designee.
 - K. The proposer shall be able to develop a campaign conducted in English and Spanish and possibly a multilingual campaign depending on market research outcome. The proposer shall be responsible for any and all costs related to language translation services.
-

References

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

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

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

Samples of Written Work

The Proposer's team must include a copy of at least one verifiable written work that is similar in nature to the proposed project and deliverables. See also Qualifications, Resources and References above.

Contract Eligibility

The Proposer must include a written declaration, stating that the Contractor and any Subcontractors to be used during the performance of the contract are eligible to contract with the State of California, pursuant to PCC 10286.

Cover Letter

A cover letter must be included with the Proposal package and must be signed by an individual who is authorized to contractually bind the Proposer. The cover letter must be provided on the business letterhead and must contain the following information:

1. Name and address of Proposer;
 2. Address of principal place of business located within a 25-mile driving distance of CIWMB if different than the above;
 3. Name, telephone number, fax number and e-mail address of a contact person; and
 4. Name, title, address, telephone number, fax number and e-mail address of the individual(s) with authority to execute a binding contract on behalf of the Proposer.
-

Licenses

If applicable, a copy of Proposer's County issued business license and license from the State Board of Licensing (see California Business and Professions Code Division 3) with an expiration date, must be included with the Proposal submittal.

PROPOSAL SUBMITTAL REQUIREMENTS CONT.

Small Business (SB) Participation

The CIWMB expects a minimum of twenty-five percent (25%) of the project services to be contracted to a California Certified SB that performs a commercially useful function. The Department of General Service's Office of Small Business and DVBE Services (OSDC) offers a wealth of information to assist proposers in meeting these contract requirements. The OSDC internet homepage is located at www.pd.dgs.ca.gov/smbus/default.htm. OSDC contact information is available at www.pd.dgs.ca.gov/smbus/contact.htm.

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

- If the Proposer is a Certified SB, as defined in Section V, Definitions and Terms, the SB/DVBE Participation Summary must be completed and submitted with the proposal.
- If the Proposer has identified subcontractors to be utilized to meet this goal, the SB/DVBE Participation Summary must be completed and submitted with the proposal.
- If the Proposer has made a good faith effort to meet these goals and has been unable to secure a Certified SB, a Demonstration of Good Faith Effort must be completed and submitted with the proposal.

Disabled Veteran Business Enterprise Participation (DVBE)

The CIWMB expects a minimum of three percent (3%) of the project services to be contracted to a California Certified DVBE that performs a commercially useful function. The Department of General Service's Office of Small Business and DVBE Services (OSDC) offers a wealth of information to assist bidders/proposers in meeting these contract requirements. The OSDC internet homepage is located at www.pd.dgs.ca.gov/smbus/default.htm. OSDC contact information is available at www.pd.dgs.ca.gov/smbus/contact.htm.

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

- If the Proposer is a Certified DVBE, as defined in Section V, Definitions and Terms, the SB/DVBE Participation Summary must be completed and submitted with the proposal.
 - If the Proposer has identified subcontractors to be utilized to meet this goal, the SB/DVBE Participation Summary must be completed and submitted with the proposal.
 - If the Proposer has made a good faith effort to meet these goals and has been unable to secure a certified DVBE, a Demonstration of Good Faith Effort must be completed and submitted with the proposal.
-

PROPOSAL SUBMITTAL REQUIREMENTS CONT.

Enterprise Zone Act (EZA)

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

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

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

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

Target Area Contract Preference Act (TACPA)

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

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

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

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

Local Agency Military Base Recovery Act (LAMBRA)

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

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

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

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

Proposer's TeleConference Participation

Participation in the Proposers' Teleconference is optional. The teleconference will be scheduled for one half hour. The CIWMB is not obligated to keep the lines open past the scheduled time, but do so if it appears that additional time is needed to address all questions. All questions and answers arising out of the conference will be made available on the CIWMB website as an Addendum to the RFP. Information about the teleconference will be made available on the CIWMB website as the date approaches (www.ciwmb.ca.gov/contracts/).

Contractor Status Form

Proposers must complete and submit the Contractor Status Form, Attachment H

SECTION IV**COST PROPOSAL SUBMITTAL**

Evaluation

The Contractors cost proposal submittal will be evaluated based on whether the cost breakdown is sufficiently detailed to determine if the proposed expenses and hourly rates are reasonable.

Cost Breakdown

The cost proposal must include detailed project costs. The cost proposal will provide the estimated total project cost. Any deviation from the cost proposal must be approved by the Contract Manager at the time work plans are prepared. For example, if the cost proposal estimate for the number of print-related deliverables was under or over estimated in the cost proposal, the amount may be adjusted at the discretion of the CIWMB Contract Manager. The CIWMB expects the Cost Proposal Sheet to be a true cost estimate based upon the proposed methodology and the Proposers understanding and knowledge of the services to be provided. The Scope of Work does not specify all quantities of deliverables, therefore it is up to the Proposer to have a good understanding of the project so that costs associated with the deliverables are as close to the actual costs as possible. The agreement will be written with a "not to exceed" amount, but the actual costs must be close to what is Proposed in the Cost Proposal Submittal.

Proposers are required to submit two cost sheets:

- Hourly Rate Sheet showing the hourly rates of all team members
- Cost Proposal Sheet showing estimated costs to complete all tasks. .

The Cost Proposal Sheet will be the basis for all costs associated with any Work Plan issued under the contract. In the event that the proposed costs are exceeded, the Contractor must give sufficient notice to the CIWMB Contract Manager, for review and approval of any additional costs.

Proposers will have already prepared a methodology, and comprehensive budget for each task as part of their Proposal submittal and will not be compensated for this (see Section II, Contractor's Cost), therefore the Cost for Task IA1 cannot include costs that are associated with preparation of the Proposal.

Travel costs must be computed using the rates as shown below under Travel and Per Diem. Contractors may claim only their actual expense and must have receipts for travel and per diem

The proposer shall be responsible for any and all costs related to language translation services. Meetings regarding services under this agreement shall be held at CIWMB or at a place designated by the Contract Manager. Travel to CIWMB will be at the contractors' expense. (see Section III Proposal Submittal Requirements, Qualifications and Resources)

SB and DVBE commitments must be identified by task and dollar amount and included in the task by task Cost Proposal Sheet.

The rates identified on the Hourly Rate Sheet, should take into consideration the length of the contract, rise in salaries and administrative overhead costs.

The amount identified on the Hourly Rate Sheet may not be changed and will remain in effect for the life of the agreement.

Overhead shall consists of all expenditures not capable of being assigned or not readily itemized to a particular task or activity, but considered necessary for the operation of the organization and the performance of the contract. The costs of operating and maintaining facilities, accounting services, and administrative salaries are examples of overhead. All overhead costs charged to the contract must be associated with contract-related activities.

Cost Points

Cost points account for 30% of the total points available (see Item 5 of Attachment C, Proposal Scoring Sheet). Proposers will be awarded Cost Points based on the Grand Total from the Cost Proposal Sheet using the following formula:

Lowest cost proposal is awarded the maximum cost points.
All other proposals are awarded cost points based on the following calculation:

Lowest Proposer's Cost = (factor) X maximum cost points = cost points for other proposer.

EXAMPLE

Numbers to be used in determining cost points

Lowest cost proposal = \$10

Other cost proposal = \$12

30 cost points available

factor (referenced above) = \$10 ÷ \$12 = .83

Cost Points Calculation for Other cost proposal

.83 X 30 cost points = 25 cost points

Final Cost Points Awarded

Lowest cost proposal receives 30 cost points

Other cost proposal receives 25 cost points

Travel and Per Diem

Lodging, food, and incidental expenses on trips in support of services will be reimbursed at the following State per diem rates

Travel and per diem rates are restricted to the Department of Personnel Administration (DPA) approved State per diem rates as stated in the RFP. These are the rates referenced in CALIFORNIA CODE OF REGULATIONS, Title 2, Chapter 3, Article 2.

The following reimbursement rates are maximums, not allowances. Contractors may claim only their *actual* expense and must have receipts (see receipt requirements below) substantiating the amount claimed.

LODGING REIMBURSEMENT

Contractors who incur overnight lodging expenses at a ***commercial lodging establishment*** catering to short-term travelers, such as a hotel, motel, bed and breakfast, public campground, etc. ***must provide a receipt*** to claim reimbursement. No reimbursement will be paid without a receipt. The rate of reimbursement is as follows:

All California counties not listed below	Actual expense up to \$84 per night, plus tax
Los Angeles and San Diego counties	Actual expense up to \$110 per night, plus tax
Alameda, San Francisco, Santa Clara, and San Mateo Counties	Actual expense up to \$140 per night, plus tax

MEALS AND INCIDENTALS

The following reimbursement rates are maximums, not allowances. Contractors may claim only their *actual* expense and must have receipts substantiating the amount claimed. Note that there are different requirements for claims depending on the timeframe of travel.

For each full 24-hour period of travel, contractor may claim the following:

Breakfast	Actual expense up to \$6
Lunch	Actual expense up to \$10
Dinner	Actual expense up to \$18
Incidentals	Actual expense up to \$6

Trips of 24 Hours or More

For travel lasting 24 hours or more, contractors may claim meals (as noted above), based on the following timeframes:

First day of travel	
Trip begins at or before 6 am	Breakfast may be claimed
Trip begins at or before 11 am	Lunch may be claimed
Trip begins at or before 5 pm	Dinner may be claimed
Continuing after 24 hours	
Trip ends at or after 8 am	Breakfast may be claimed
Trip ends at or after 2 pm	Lunch may be claimed
Trip ends at or after 7 pm	Dinner may be claimed

Trips of Less than 24 Hours

For travel lasting less than 24 hours, contractor may claim breakfast and/or dinner (as noted above), based on the following timeframes:

Contractors may **not** claim meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and continental breakfasts such as rolls, juice, and coffee are not considered to be meals.

No meal expense may be claimed or reimbursed more than once in any given 24-hour period.

Fractional day of travel	
Trip begins at or before 6 am and ends at or after 9 am	Breakfast may be claimed
Trip begins at or before 4 pm and ends at or after 7 pm	Dinner may be claimed
<i>Contractors may not claim lunch or incidentals on one-day trips. When trips are less than 24 hours and there's no overnight stay, meals claimed are taxable.</i>	

PERSONAL VEHICLE MILEAGE REIMBURSEMENT

The following rates apply only to personal vehicle mileage for State business travel.

Vehicle type	Mileage reimbursement rate
Personal vehicle	34 cents per mile
Specialized vehicle w/ certification	Up to 37 cents per mile*
Private aircraft	50 cents per mile**
Bicycle	4 cents per mile**
<p>* A "specialized vehicle" is a vehicle that has been specially equipped for a disabled employee and is the only vehicle the contractor is physically able to drive. Amount in excess of the base rate of 34 cents per mile is subject to withholding. ** all taxable</p>	

Mileage covers gasoline, the cost of maintenance (oil, lube, routine maintenance), insurance (liability, damage, comprehensive and collision coverage), licensing and registration, depreciation, and all other costs associated with operation of the vehicle.

RECEIPT REQUIREMENTS

If the provisions do not require submission of a receipt for an item of expense, it is the contractor's responsibility to retain receipts and other records of the expense and have them available for audit.

The following are receipt requirements for reimbursement:

- All lodging (see lodging receipts below)
 - Business phone/fax over \$5.00
 - Parking over \$10.00
 - Rental car usage (including gas receipts)
 - Railroad over \$25.00
 - Business expenses over \$5.00
 - Taxis, shuttles, street cars, local rapid transit, and road tolls over \$10.00
 - Railroad and bus fares over \$25.00
 - Conference and registration fees
 - Airline expenses: copy of itinerary must be attached to your travel expense claim, showing the date and cost of each flight.
 - Lodging Receipts: Contractors/Subcontracts seeking lodging reimbursement for State business travel must provide receipts from the lodging establishment. A lodging establishment is defined as a hotel, motel, bed and breakfast, or campground that caters to the short-term traveler. Costs associated with the timeshares and other privately owned venues are not commercial lodging establishments and will not be reimbursed. Valid receipts are those issued by the commercial lodging establishment, which reflect the contractor/subcontractor check-in date, checkout date, expenses incurred, and payment made. Receipts from Internet lodging reservation services (such as Priceline.com) which require prepayment to that service, are not lodging receipts and are not reimbursable without both a valid lodging receipt from a lodging establishment and a receipt from the Internet lodging reservation service provider.
-

SECTION V**EVALUATION AND SELECTION**

Introduction

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

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

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

Selection Process

The Selection Committee will evaluate and score all proposals, passing the Pre-Qualification Evaluation, utilizing the Scoring Criteria identified in this RFP.

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

Oral Interviews

If oral interviews will be conducted as part of this process, the date of said interviews will be within the timeframe identified in Section I, Schedule and at the location listed in Section I, CIWMB Location. The oral interviews are for clarifying purposes only and will not be scored.

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

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

Grounds for Rejection

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

Additionally, a proposal may be rejected if:

- It is received after the due date and time for submittal
- The cost submittal is unsigned
- The proposal cost is not prepared as required by the RFP
- The Proposer has been prohibited from contracting with the State by the Department of Fair Employment and Housing
- The Proposer has received a substantive negative contract performance from the State
- 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

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

In the event of a tie, the CIWMB may utilize a tie breaker to determine the winning Proposer.

The CIWMB reserves the right to not award an Agreement.

Notice of Intent to Award

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

Notice of the intent to award will be posted on the CIWMB's website at www.ciwmb.ca.gov/contracts and at the CIWMB Location noted in Section I.

EVALUATION AND SELECTION CONT.

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

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

Proposer Notifications The CIWMB will notify all Proposers of the outcome of their proposal submittals via e-mail, prior to the intent to award posting.

Protest of Award A Proposer may protest the proposed award by filing an official protest with the Department of General Services. The protest must be filed within the five (5) day period of the notice of intent to award timeframe.

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

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

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

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

California Integrated Waste Management Board
Attn; Contracts Unit
1001 I Street, MS-7
Sacramento, CA 95814
Fax (916) 319-7582
Email contracts@ciwmb.ca.gov

Work to be Performed The public relations services requested will include services for the CIWMB's Waste Tire Management and Electronic Waste Programs. The objective of the Scope of Work for each program is as follows:

Waste Tire Program

Develop and implement a public awareness campaign that will educate the citizens of California about purchasing longer-lived tires and properly maintaining their tires to save money, to be safe, and to reduce fuel consumption and promote the purchase of tire-derived products and other recycled-content products.

Contractor will develop a public awareness campaign using community based social marketing techniques. The campaign will include using local tire retailers, non-English media outlets, and other forms of public outreach. Messages would be tailored according to the specific target audiences in each community, including appropriate languages.

The Contractor will be responsible for development of a targeted tire retailer outreach campaign that ensures consistent messaging to customers at the point of sale, and a media campaign to educate the public in specified individual languages on key issues: proper tire maintenance and purchasing longer-lived tires. The Contractor will also develop and manage a partners program with local leaders in the target audience. The Contractor will work with non-English media on value added events, participate in cultural activities, and use non-English media as distribution channels into targeted communities. The Contractor, through the CIWMB Contract Manager, will work in conjunction with CIWMB Office of Public Affairs to announce successful local projects in appropriate local languages. The CIWMB will delegate approval of all creative work in this campaign to the management and staff of the Office of Public Affairs and the Tire Management Program to ensure consistent messaging.

Electronic Waste Program

Develop and implement a public awareness campaign to increase public understanding of the purpose and benefits of California's electronic waste recycling law, to achieve more consistent consumer messaging in the electronic retail environment, and to strengthen participation by electronic manufacturers and retailers in the public education effort.

The successful contractor will perform a variety of tasks designed to increase public understanding of the purpose and benefits of California's electronic waste recycling law, to achieve more consistent consumer messaging in the electronic retail environment, and to strengthen participation by electronics manufacturers and retailers in the public education effort. Work to be performed includes, but is not limited to, the following: developing a partners program to identify and support the needs of the retail electronics sector; creating sample consumer point-of-purchase messaging in formats that can be easily utilized by retailers; implementing a sponsorship program with a goal of securing \$1 million in matching support from electronics manufacturers; facilitating promotions by retail and manufacturer partners that encourage free and convenient recycling opportunities; publicizing the operation and success of the California electronics recycling law through print and electronic media; operating a speakers' bureau utilizing CIWMB members, CIWMB staff, and third-party spokespersons; operating a toll-free telephone line for consumer questions; enhancing www.eRecycle.org as the Internet portal for public information about the law and recycling opportunities; developing guidelines for licensing use of the eRecycle.org brand and assisting in the review of licensing applications; and seeking key stakeholder perspectives on campaign development and implementation through an advisory group; and measuring and evaluating program success.

DESCRIPTION OF WORK CONT.

Tasks

- I. Waste Tire Program
 - A. Contractor shall develop a targeted tire retailer outreach plan that will include preparation of materials for over-the-counter dissemination of collateral print materials for consumers.
 1. Work Plan – The Contractor shall develop, in cooperation with CIWMB, a work plan and budget for all activities contained in this SOW. The work plan is subject to approval by the CIWMB Contract Manager.
 2. Tire Retailer Outreach Efforts – The Contractor shall identify tire retailers advertising in non-English language media outlets in targeted areas. The Contractor shall develop, in consultation with the CIWMB Contract Manager, outreach materials according to CIWMB publication standards in at least 12 languages. Outreach materials will be designed to educate the public about purchasing longer-lived tires and properly maintaining their tires. Outreach materials will be provided free of charge with background information on the problems of improper scrap tire storage, recycling and disposal, including the extreme hazards to public health and safety and the environment created by tire fires and the West Nile Virus. Information will also include facts on the operation of the California Waste Tire Recycling Act, and the administration and use of the tire fee.
 - B. Contractor shall develop and implement a rollout strategy for the Public Awareness Campaign that includes production and distribution of radio and television public service announcements, an earned media campaign and print production.
 1. Public Service Announcements – All public service announcements (PSA) shall be produced in multiple languages in an effort to reach underserved communities. For television, the Contractor shall script and storyboard a minimum of two PSAs for the campaign and produce at least one 60 second television PSA (with re-editing to 30 and 10 or 15 second versions), using celebrity talent. PSAs shall be duplicated and distributed to broadcast and cable television stations throughout California.
 2. Radio – Contractor shall develop a radio PSAs (in 15, 30, and 60 second formats) using voice-over from television PSAs, as well as announcer-read PSA copy for distribution in multiple languages to non-English radio stations statewide.
 3. Earned Media – Contractor shall develop an earned media campaign that includes, as appropriate, developing and promoting articles in regional magazines and leading retail trade publications; story ideas and guest commentary (op-ed) for non-English California newspapers; and editorial board meetings.
 4. Print Production – Contractor shall develop and produce print materials in multiple languages, including but not limited to, posters and advertisements for placement in key publications. Contractor shall develop and implement a placement strategy.

DESCRIPTION OF WORK CONT.

Tasks (Cont)

5. Publicity – Contractor shall develop and implement a publicity program for a mid-summer rollout of program that includes an initial press event and follow-up radio and television appearances by program leaders and sponsors. The publicity program will include a radio station and television tour, which may include CIWMB Board Members and celebrity guests.
 6. Partners Program – Contractor shall develop and implement a partners program with community leaders in the targeted areas. Many influential community leaders are also the owners of print publications, community newspapers, radio and television stations and other non-English media outlets. Where possible and when feasible, the Contractor shall encourage these civic officials to take the CIWMB's message as their own, bringing it to the communities they serve in the form of earned media, ed-boards, boardrooms, school boards, and classrooms.
 7. Develop Marketing Materials – Applying CIWMB standards and in consultation with the Contract Manager, develop marketing materials that highlight environmental, economic, and social benefits of buying longer-lived tires and properly maintaining tires.
- C. Evaluation of Results
1. Identification - Identify the receptivity of and likely motivators for the general public, and in particular, members of non-English speaking communities to purchase longer-lived tires and to start properly maintaining their tires. Research may include, but not be limited to, secondary research and focus groups.
 2. Measurement - Measure the success of the marketing effort by surveying local tire retailers in targeted areas to determine if local purchases of longer-lived tires have increased during and after the targeted marketing effort. Also, use scientifically valid sampling techniques to determine whether citizens in targeted areas (using appropriate languages) heard the marketed messages and changed their behavior as a result.
 3. Reporting - Every three months, Contractor shall provide a written report tracking project implementation and success. Every six (6) months, contractor shall make a presentation to the Board and/or Special Waste Committee summarizing project activities and developments, as requested. A Final Report shall be provided at the completion of the project.
- II. Electronic Waste Program
- A. Partnership development and support
1. Develop a retail partner campaign that seeks the input and involvement of a cross-section of retailers selling covered electronic products in California. A coalition-building strategy shall be conceived and deployed to encourage participation by electronic product retailers in the statewide public awareness campaign. The Board anticipates that the retail coalition will be anchored by at least two (2) national electronics retailers, which will be identified and secured by the contractor.

DESCRIPTION OF WORK CONT.

Tasks (Cont)

2. Create and implement a retail partner support program that includes assessing retail training needs, developing and designing retail training resources—such as training manuals and videos—that address both the mechanics of collecting the California Electronic Waste Recycling Fee and customer service training to ensure that retail employees understand and can communicate core messages about the fee, and disseminating training materials to electronic product retailers.

B. Consumer point-of-purchase messaging

1. Design, produce and distribute to electronics retailers, sample point-of-purchase materials that inform consumers about the California electronics recycling fee and direct them to www.eRecycle.org for more information. Materials may include but not be limited to items such as posters, brochures, bookmarks, shelf hangers, cling-on screen stickers, in-store video public service programming, receipt messaging, and self-adhesive tags for product packaging. All materials shall be made available in easily reproducible formats for retailers and be easily adaptable to retailers' brand identity.

C. Sponsorship strategy

1. Develop and implement a sponsorship strategy to firmly engage electronic-product manufacturers in the eRecycle.org campaign through in-kind and direct financial support, with the goal of matching State funding (\$1 million) for this program.

D. Promotions

1. Develop and manage a promotional effort that involves retail and manufacturer partners, along with approved California e-waste collectors and recyclers, to encourage free and convenient recycling opportunities. Target communities without convenient access to approved collectors and recyclers, and encourage the use of manufacturer and retail discounts on new covered electronic products for participating consumers.

E. Publicity program

1. Publicize the purpose, benefits and success of California's electronic waste recycling program through opinion, editorial and news development, targeting general print and electronic news media, as well as leading retail, electronics and recycling trade publications. Develop continuous statewide exposure for the program.

F. Speakers' bureau

1. Develop a speakers' kit, including but not limited to background materials, talking points, and electronic presentation tools (e.g., PowerPoint on DVD).
2. Create and sustain a speakers' bureau for presentations at trade association conferences, seminars, radio and television public affairs programming and other appropriate venues.
3. Involve CIWMB members, CIWMB staff, and third party spokespersons.

Tasks (Cont)

G. Website support

1. .In coordination with the CIWMB, enhance and maintain the www.eRecycle.org website as the key portal for bilingual (English and Spanish) information about the California electronic waste recycling program, for consumers, retailers and manufacturers, and collectors and recyclers.

H. Toll-Free Telephone

1. Secure and operate a toll-free bilingual (English and Spanish) telephone line to handle consumer questions about California's electronic waste recycling law and program.

I. eRecycle.org licensing

1. In consultation with the CIWMB's Legal Office, develop guidelines and criteria for licensing use of the eRecycle.org logo and advertising materials.
2. Assist the CIWMB's Office of Public Affairs as needed to consider licensing applications.

J. Advisory group

1. Create an advisory group and support its involvement in the campaign to obtain the perspective of electronic product manufacturers, retailers, recyclers, collectors, local government, and environmental organizations in the development and implementation of this program and to encourage coordination of related efforts at the state, regional and national level.

K. Measurement and Evaluation

1. Track and measure the success of campaign elements in improving consumer understanding of the electronic waste recycling law and its operation. Possible measurements include but are not limited to the following: frequency and number of consumer complaints; number of retail partners and consistency of retailer messaging; number of manufacturer sponsors and cumulative sponsorship commitments; frequency and placement of publicity and promotions; and frequency, venue and audience for speaking engagements. Results of promotional events where electronic wastes are collected shall correlate promotional activities and expenditures with the number and type of collected products.

L. Reporting

1. Contractor shall submit regular reports to the CIWMB Contract Manager detailing all aspects of performance under the contract, including weekly activity reports and monthly reports that track project implementation and success.
2. Every six (6) months, contractor shall make a presentation to the Board summarizing project activities and developments.
3. A Final Report shall be provided at the completion of the project (24 months).

DESCRIPTION OF WORK CONT.

Control of Work

1. The CIWMB staff have the authority to determine the quality and acceptability of the following:
 - Work to be performed
 - Rate and progress of the work
 - Fulfillment of the services provided by the Contractor
 - Compensation for services provided by the Contractor

These decisions will be deemed final and enforceable by CIWMB staff when the Contractor fails to complete orders required by this Agreement.

2. The Contractor will designate a Program 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 Program Manager, CIWMB staff approval is required.

SECTION VII DEFINITION AND TERMS

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

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

Abbreviations	ADA	Americans with Disabilities Act
	CAL EPA	California Environmental Protection Agency
	CCR	California Code of Regulations
	DVBE	Disabled Veteran Business Enterprise
	EPA	Environmental Protection Agency (Federal Government)
	GC	Government Code
	CIWMB	California Integrated Waste Management Board
	PCC	Public Contract Code
	RFP	Request for Proposals
	SB	Small Business
	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, general and specific terms and conditions, Work Orders, and supplemental agreements which may be required to complete the work in a substantial and acceptable manner.

Board Members of The California Integrated Waste Management Board.

Board Staff Staff of the California Integrated Waste Management Board involved in the implementation of this contract or representatives of Consultant to the California Integrated Waste Management Board as designated in the Work Orders.

Cal EPA The California Environmental Protection Agency

CIWMB The California Integrated Waste Management Board.

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

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

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

Contractor	A party contracting with the awarding agency. Vendor is often used synonymously with contractor.
Director	The Executive Director of the California Integrated Waste Management Board, or designees. Any references to Executive Officer shall mean the Executive Director and/or its designated officer.
Disabled Veteran Business Enterprise (DVBE Certified)	A business that meets all of the following criteria: (1) at least 51% of the business is owned by one or more disabled veterans or, in a business whose stock is publicly held, at least 51% or more of the stockholders are disabled veterans (2) the management and control of the business are exercised by one or more disabled veterans; (3) the business is domestically owned and its home office is in the United States; and (4) the business has been certified as a DVBE by the State.
Legal Holidays	Those days designated as State holidays in the Government Code.
Program 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 Program Manager prior to submittal to the Board.
Scope of Work	The description of work required of a contractor by the awarding agency.
Small Business (Certified)	A business that has been certified by the Office of Small Business Certification and Resources, Department of General Services, as a small business as defined in GC 14837 and 2 CCR 1896.
State	The State of California.
State Contract Law	The Public Contract Code and other applicable laws that form and constitute a part of the provisions of this Agreement to the same extent as if set forth herein in full.
Subcontractor	A person or entity which contracts with the Contractor to perform all or a portion of the work as specified in the Scope of Work.

ATTACHMENTS

Acknowledgement/Authorization

The undersigned acknowledges the submittal of this proposal constitutes an irrevocable offer for a ninety (90) day period for the CIWMB 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 CIWMB documents and will comply with said provisions.

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

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

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

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

Acknowledgement/Authorization

The undersigned acknowledges the submittal of this proposal constitutes an irrevocable offer for a ninety (90) day period for the CIWMB 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 CIWMB documents and will comply with said provisions.

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

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

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

Name & Title of Authorized
Representative:

Contractor Name:

Address:

Telephone #:

City, State Zip:

Email:

Signature of Authorized
Representative:

Date Signed:

Proposal Scoring Sheet

Public Relations Services for Electronic Waste and Tire Sustainability Programs (IWM05057)
To qualify, the Proposer MUST achieve an overall score of 80%.

Contractor/Company Name: _____

		<u>Proposer's Score</u>
1.	Overall approach and organization - Maximum 10 points	
	a) Format of proposal. (1)	_____
	b) Overall understanding of problems, issues and required tasks. (4)	_____
	c) Addresses all items in RFP. (3)	_____
	d) Clarity of proposal. (2)	_____
2.	Methodology - Maximum 20 points	
	a) Soundness of proposed methodology. (10)	_____
	b) Appropriateness of proposed methodology. (10)	_____
3.	Qualifications/Resources - Maximum 25 points	
	a) Assigned staff's knowledge and educational background of the particular project involved. (10)	_____
	b) Assigned staff's experience and background in similar projects. (10)	_____
	c) Abilities of assigned staff to conduct the necessary research with proficiency and accuracy and without omission. (5)	_____
4.	Past Work - Maximum 10 points (References will be contacted.)	
	a) Similarity between previous projects and the project contained in this RFP. (5)	_____
	b) The success (including level of completion) of past projects and any related work record. (5)	_____
5.	Cost of proposal - Maximum Score 35 points	
	a) Points administered as described in Section IV (30)	_____
	b) Hourly rates (including fringe benefits and Overhead) are reasonable (2)	_____
	c) Cost breakdown is sufficiently detailed to determine That The proposed staff level, staff hours, and expenses proposed for each task are reasonable (3)	_____
TOTAL SCORE (Maximum Score 100):		=====

Evaluator's Signature _____

Date _____

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

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

The appropriate certification letter issued by the Office of Small Business and Disabled Veteran Business Enterprise Certification (OSDC) should be attached for each small and DVBE business identified.

Demonstration of Good Faith Efforts

This form can be used to show the SB efforts and the DVBE efforts. Use a separate form for SB and DVBE. The Department of General Service's Office of Small Business and DVBE Services (OSDC) offers a wealth of information to assist proposers in meeting these contract requirements. The OSDC internet homepage is located at www.pd.dgs.ca.gov/smbus/default.htm. OSDC contact information is available at www.pd.dgs.ca.gov/smbus/contact.htm.

1	Contact made with California Integrated Waste Management Board to identify potential SB/DVBE firms.												
Name of Person Contacted: _____ Title: _____ Date of Contact: _____													
2	Contact made with other State agencies, including the Department of General Services, to identify potential SB/DVBE firms.												
Agencies Contacted: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;"><u>Name of Agency</u></th> <th style="width: 30%;"><u>Person</u></th> <th style="width: 20%;"><u>Date of Contact</u></th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		<u>Name of Agency</u>	<u>Person</u>	<u>Date of Contact</u>									
<u>Name of Agency</u>	<u>Person</u>	<u>Date of Contact</u>											
3	Advertisements published in trade papers or other publications focusing on SB/DVBE firms. Advertisement must be submitted showing a date that is at least 14 calendar days prior to the due date of the response to this solicitation. The OSDS "Resource Packet" contains information about DVBE focused publications and can be viewed at www.documents.dgs.ca.gov/pd/smallbus/resource.pdf .												
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"><u>Name of Paper or Publication</u></th> <th style="width: 20%;"><u>Date Published</u></th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>		<u>Name of Paper or Publication</u>	<u>Date Published</u>										
<u>Name of Paper or Publication</u>	<u>Date Published</u>												
<i>Note: Attach a copy of each advertisement. Placeholder lists are not acceptable.</i>													

Demonstration of Good Faith Efforts (Cont'd)

4	Invitations to bid sent to potential SB/DVBE firms.		
<u>FIRM</u>	<u>CONTACT</u>	<u>DATE SENT</u>	

5	SB/DVBE firms which were available and considered.		
<p>Name of Firm: _____ Person Contacted: _____</p> <p>Nature of Work: _____ Telephone No.: _____</p> <p>Results of Contact: _____</p> <p>Reasons if Rejected: _____</p>			
<p>Name of Firm: _____ Person Contacted: _____</p> <p>Nature of Work: _____ Telephone No.: _____</p> <p>Results of Contact: _____</p> <p>Reasons if Rejected: _____</p>			
<p>Name of Firm: _____ Person Contacted: _____</p> <p>Nature of Work: _____ Telephone No.: _____</p> <p>Results of Contact: _____</p> <p>Reasons if Rejected: _____</p>			

**STATE OF CALIFORNIA
Recycled Content Certification**

California Integrated Waste Management Board
CIWMB 74C (Revised 2/03 for Contracts)

Contract # _____

Check this box if no products, materials, goods, or supplies were purchased with contract dollars and submit to your CIWMB contract manager.
This form may be completed by contractor, vendor, bidder, buyer, state-contracting officer, or state purchasing agent. The form must be completed and returned to the CIWMB with a row completed for each product purchased with contract dollars. Attach additional sheets if necessary. Information must be included, even if the product does not contain recycled-content material. Product labels, catalog/website descriptions, or bid specifications may be attached to this form as a method of providing that information.

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

Item/Row Number	Quantity	Unit of Measure	Dollars	Product Manufacturer and number	Product Description	Product Category ¹	Postconsumer Material (Percent) ²	Virgin Material (Percent) ⁴	Total Percent ⁵
									100%
									100%
									100%
									100%
									100%
									100%
			Total: \$ _____						

Public Contract Code sections 10233, 10308.5, and 10354 require all vendors and contractors to certify in writing, under penalty of perjury, to the State agency awarding a contract, the minimum, if not the exact, percentage of postconsumer and secondary material in the products, materials, goods, or supplies offered or sold.

Public Contract Code section 12205 (a) requires all State agencies to require all contractors to certify in writing, under penalty of perjury, the minimum, if not the exact percentage, of postconsumer and secondary material in the products, materials, goods, or supplies offered or sold.

Printed name of person completing form

Title

Signature of person completing form

Footnotes

1. **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 cost, weight, or volume. **If the product does not fit into any of the product categories, put "N/A." Common N/A products include wood products, textiles, aggregate, concrete, electronics such as computers, TV, software on a disk, telephone systems, printers, copiers, fax machines.**

Product category	State's recycled content requirements
compost and co-compost (CO) landscaping materials, erosion control, weed control, mulch, decomposed organic yard, or food materials	50% TR 10% PC
glass products (GL) windows, fiberglass (insulation), tiles, construction blocks, and flat glass sheets	50% TR 10% PC
lubricating oils (LO) motor, transmission fluids, power steering, crankcase, transformer dielectric fluids, gear, hydraulic, industrial fluids, base stock, for tractors, vehicles, cars, trucks, and buses	50% TR 10% PC
paint (PT) latex paint, interior/exterior, maintenance	50% TR 10% PC
paper products (PP) paper janitorial supplies, corrugated boxes, paperboard (boxes, cartons, wrapping), hanging files, file boxes, building insulation, containers	50% TR 10% PC
plastic products (PL) toner cartridges, carpet, office products, plastic lumber, buckets, waste baskets, benches, tables, fencing, clothing, packaging, signs, posts, binders, and buckets	50% TR 10% PC
printing and writing paper (PW) xerographic, and higher-grade papers, high-speed copier paper, offset paper, forms, carbonless paper, ruled tablets, calendars, posters, manila file folders, index cards, white wove envelopes, and cover stock	30% PC

Metal products (ST) For metal products complete only dollars, product description, and product category column. Common steel products include automobiles, trucks, staplers, paper clips, steel furniture, scissors, pipe, plumbing fixtures, chairs, ladders, shelving

25% TR
10% PC

tire-derived products (TD) flooring, wheelchair ramps, playground cover, parking bumpers, truck-bed liners, pads, walkways, tree ties, road surfacing, wheel chocks, rollers, traffic control products, mud flaps, posts

50% PC

tires (TI) passenger, truck, bus, trailer/equipment tires.

50% TR
10% PC

TR = total recycled-content **PC** = postconsumer

2. **Postconsumer material** is material derived from used or recycled material. Postconsumer material is generally any product that was bought by the consumer, used, and then recycled into another product.
3. **Virgin material** is that portion of the product made from new or non-recycled material. The material is neither secondary nor postconsumer material.
4. The sum of the postconsumer column and the virgin column must equal 100 percent.

Proposal Completion Checklist

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

-
- Signed Cover Letter on Company Letterhead

 - Copy of Current State Issued/County Issued License (as applicable)
 - Client References
 - Small Business/Disabled Veteran Business Enterprise (DVBE) Participation Summary *or*
 - Demonstration of Good Faith Efforts
 - Personnel Information and Organizational Chart
 - Methodology
 - Hourly Rate Sheet
 - Cost Proposal Sheet
 - Contractor Status Form
-

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

- One (1) unbound reproducible original Proposal package marked "original."
 - Three (3) bound Proposal packages marked "copy".

 - One (1) Electronic copy of Proposal Package in Adobe Acrobat format.
-

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

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

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

- Attachment E, Recycled Content Certification
 - Payee Data Record
-

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

Contractor Status Form

Contractor's Name _____ County _____

Address _____ Phone No. _____

Fax No. _____

E-mail _____

Federal Employer Identification No. _____

STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS:
 Individual Limited Partnership General Partnership Corporation Other
INDIVIDUAL:

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

PARTNERSHIP:

If a partnership, list each partner, including limited partners, stating their true name and their interest in the partnership:

CORPORATION:

If a corporation, place and date of Incorporation: _____

Date corporation was authorized by Secretary of State: _____

President: _____ Vice-President: _____

Secretary: _____ Treasurer: _____

Other Officers: _____

OTHER: (Explain)**SMALL BUSINESS PREFERENCE**Are you claiming preference as a small business or non-SB?
(certifying to subcontract at least 25% of bid to a SB)

-
- YES – Attach approval letter from Office of Small
-
- Business Certification and Resources
-
-
- NO

Date you/Sub filed for small business preference: _____ Your/Subs small business ID No. _____

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

Client References

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

BIDDER / SUBCONTRACTOR'S NAME: _____

REFERENCE 1

Name of Firm	City	State	Zip Code
Street Address			

Contact Person	Telephone Number
----------------	------------------

Dates of Service	Cost of Service
------------------	-----------------

Brief Description of Service Provided

REFERENCE 2

Name of Firm	City	State	Zip Code
Street Address			

Contact Person	Telephone Number
----------------	------------------

Dates of Service	Cost of Service
------------------	-----------------

Brief Description of Service Provided

REFERENCE 3

Name of Firm	City	State	Zip Code
Street Address			

Contact Person	Telephone Number
----------------	------------------

Dates of Service	Cost of Service
------------------	-----------------

Brief Description of Service Provided

If three references cannot be provided, explain why: