



Request for Proposal
(Secondary Method)
IWM08015, "Public Awareness
Campaign Promoting Reusable
Bags"

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SECTION I**OVERVIEW**

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
Physical Address: 1001 I Street,
Sacramento, CA 95814
CIWMB Contracts Unit, MS-19A
Mailing Address: PO Box 4025,
Sacramento, CA 95812-4025
Attn: Contracts Unit, MS-19A
Phone: (916) 341-6121
FAX: (916) 319-7357
EMAIL: contracts@ciwmb.ca.gov

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

Service Need

In support of Strategic Directive 3.5 – “work with other state agencies to minimize litter and the uncontrolled release of materials harmful to the environment” - this contract will create an outreach effort aimed at supporting and promoting the use of reusable bags. This contract seeks to implement and manage a six (6) month outreach effort consisting of PSA development, PSA distribution through free-media and/or paid advertising, website development in cooperation with CIWMB IMB, and event coordination. This approach is designed to provide spot marketing to a specific market that will energize and initiate ongoing efforts to make the use of reusable bags more acceptable and common in California.

Message:

This campaign looks to provide and initiate a simple message that will motivate its audience to bring and use reusable bags at grocery stores and other retailers.

Approach:

Reaching out to a specific primary audience, this effort would concentrate on delivering a sensible message to make it acceptable and routine to utilize reusable bags. Reusable bags are not just an “earthy” thing and not just for environmentalists but for all Californians who are concerned about wasting valuable resources.

This campaign would primarily be done through public service announcements, possibly using celebrity talent, paid advertising in local community magazines/newspapers and local community business participation. A website would be created using in-house resources to provide information and education to the general public who may have more questions on the use and accessibility of reusable bags.

The selected contractor would be responsible for developing relationships with and support from California cities/counties, grocers, retailers, environmental groups and/or businesses with a stake in anti-litter or environment protection. The contractor will also look for partnering opportunities, such as partnering with those retailers able to display materials and promote the campaign through in-house video or as part of ongoing advertising campaigns.

Contract Budget	<p>Subject to the availability of funds and approval by the Board, there is a current maximum budget of \$79,000.</p> <p>The CIWMB reserves the right to amend the budget for this Agreement as needs arise.</p>						
Payment Withhold	<p>The provisions for payment under this contract will be subject to a ten percent (10%) withholding per task.</p> <p>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.</p>						
Liquidated Damages	<p>The selected Contractor, to receive award of this agreement, will be subject to liquidated damages if required deliverables (i.e., reports) are not submitted by the due date(s) outlined in the Scope of Work.</p> <p>See Section II, Commitment, <i>Special Terms and Conditions</i> for additional information..</p>						
Contract Term	<p>The term of this Agreement will span approximately six months and is expected to begin in January 2009.</p> <p>The CIWMB reserves the right to amend the term of this Agreement as needs arise.</p>						
Process Type	<p>Request for Proposal (RFP) (Secondary Method).</p>						
Process Schedule	<p>This process will be conducted according to the following tentative schedule where all times are Pacific Time :</p> <table border="1" data-bbox="440 1247 1321 1396"> <tr> <td data-bbox="461 1247 695 1276">Advertisement Date</td> <td data-bbox="1084 1247 1321 1276">November 13, 2008</td> </tr> <tr> <td data-bbox="461 1308 786 1337">Submittal's Due by 2:00 pm</td> <td data-bbox="1084 1308 1305 1337">December 9, 2008</td> </tr> <tr> <td data-bbox="461 1369 802 1398">Contractor Approval Process</td> <td data-bbox="1084 1369 1268 1398">Dec.-Jan. 2009</td> </tr> </table>	Advertisement Date	November 13, 2008	Submittal's Due by 2:00 pm	December 9, 2008	Contractor Approval Process	Dec.-Jan. 2009
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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 available for viewing at www.ciwmb.ca.gov/Contracts/Forms/SpeTermsCond.pdf
- General Terms and Conditions (GTCs) available for viewing at www.ols.dgs.ca.gov/Standard+Language.
- Contractor Certification Clauses (CCCs) available for viewing at www.ols.dgs.ca.gov/Standard+Language.

If the proposer fails to meet any of the requirements or comply with 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	<p>All information obtained or produced during the course of the Agreement will be made available to the CIWMB.</p> <p>Any personal information that the proposer deems confidential, must so be marked prior to submission to the CIWMB. . Any claims of confidentiality except as to personal information may result in disqualification.</p> <p>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.</p>
Written Questions	<p>The RFP includes a formal question and answer period in which proposers have the opportunity to submit questions regarding the RFP. All questions must be submitted in writing either by mail, fax, or e-mail to the CIWMB Contact as listed in Section I. The questions and answers will be published in an Addendum to the RFP (see below, Addenda).</p>
Addenda	<p>The CIWMB reserves the right to amend, alter, or change the rules and conditions of this RFP.</p> <p>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.</p>
Modification of Submittals	<p>A Proposal submitted prior to the submittal deadline, can be withdrawn or modified by the submitting proposer. The proposer must:</p> <ul style="list-style-type: none">• Provide a written request• Identify the requesting individual and their association to the proposer <p>A Proposal cannot be withdrawn for modification after the submittal deadline has passed.</p>
Errors in Submittals	<p>An error in a Proposal package may be cause for rejection of that proposal.</p> <p>The CIWMB may make certain corrections, if the Proposer's intent is clearly established based on review of the complete proposal.</p>
Unreliable List	<p>Any contractor or subcontractor currently of the CIWMB Unreliable list, is ineligible to apply for or participate in this contract.</p>
Negotiating State Contracts	<p>This solicitation and any resulting contract or amendments are subject to the conditions set forth in PCC 6611.</p> <p>If any of the conditions identified in PCC 6611 exist, the Department of General Services may perform contract negotiations, if it is determined to be in the best interest of the State.</p>
Electronic Waste Recycling	<p>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.</p>
Use Tax	<p>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.</p>

RULES AND CONDITIONS CONT.

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. on December 9, 2008.

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

Addressing

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

Number of Copies

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

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

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

Document Printing

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

Cover Letter

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

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

PROPOSAL SUBMITTAL REQUIREMENTS CONT.

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	<p>The proposal should include a Work Plan describing the methods to be employed to accomplish the project objectives. The methodology should be described in sufficient detail to allow Board staff to evaluate the methods and should address all tasks and items in the Scope of Work.</p> <p>Proposals should describe how the objectives will be met and the methods the contractor will use. The description should include not only what work will be performed, but how it will be performed.</p> <p>The tasks described in the Scope of Work outline a general approach for meeting the requirements; however, alternative approaches for some or all of the tasks may be proposed if they meet or exceed the requirements in meeting the project objectives.</p> <p>Each of the following Tasks is subject to CIWMB Contract Manager approval prior to payment authorization.</p> <ul style="list-style-type: none">A. The contractor shall develop a work plan and timeline for this project which will include due dates for specific deliverables, including, but not limited to, the Draft and Final Reports. Timeline and work plan may be modified as necessary throughout the project with the written approval of the Contract Manager.B. The contractor shall develop and implement a strategic program including a work plan for specific distribution of print, radio and video public service announcements for an earned media campaign, an ad purchase plan, partnership and coalition building, print production and an event plan.<ul style="list-style-type: none">1. <u>Video and Radio PSA Distribution</u> – Contractor shall develop a distribution strategy to distribute existing (CIWMB owned) video (in :15 and :30 second formats) and radio PSAs (in :10, :15, :30 & :60 second formats) for earned media distribution to broadcast stations and appropriate websites statewide. PSAs shall also be made available for advertisement opportunities if necessary.

PROPOSAL SUBMITTAL REQUIREMENTS CONT.

Methodology Cont.

2. Print PSA Distribution & Print Ad buy – The contractor, in coordination with the CIWMB graphics department and the Contract Manager, shall oversee the production of print materials including but not limited to, posters and advertisements for placement in key publications. Production of materials will be done in-house using CIWMB material development processes and resources. The contractor shall develop and implement an ad buy and placement strategy for created materials. Ad buys shall focus on targeted audience and shall be pre-approved by the Contract Manager.
3. Partners Program – The contractor shall seek partnerships with local retailers and other interested parties to promote and help educate the public about the use of reusable bags. Partnerships and coalitions may include, but are not limited to, opportunities to provide outreach/educational materials to be displayed or utilized by interested partners.

C. Evaluation of Results

1. Measurement – Contractor shall measure the success of the marketing and outreach effort through the number of earned media stations reached, air times played and added value costs. Also, the contractor shall establish a value added cost to the print advertising gained through earned media. These measurements will be used to gauge the amount of viewers/listeners to the reusable bag message.
2. Reporting – At least one (1) month prior to the end of the contract term, contractor shall submit a Draft Report to the Contract Manager for approval. The Draft Report shall include the above discussed measurements of the campaign and recommendations for further actions.

Prior to the end of the contract term, contractor shall submit to the Contract Manager the Final Report reflecting all changes made by the Contract Manager to the Draft Report.

Upon a date acceptable to the CIWMB and the contractor, but no later than three (3) months after the end of the contract term, the contractor shall present its Final Report to the Board.

Report Provisions:

- All documents and/or reports drafted for publication by or for the CIWMB in accordance with this contract shall adhere to the CIWMB's Contractor Publications Guide at www.ciwmb.ca.gov/Publications/PubGuide/ and both the Draft and Final Reports shall be reviewed by a technical editor of the Contractor's choosing prior to submission to the CIWMB Contract Manager for review.
- The Contractor shall provide the Draft and Final Report in electronic format and must include all files (including graphic images) used to prepare any deliverable prepared under the Agreement. The electronic format must be compatible and consistent with CIWMB format and protocols in place at the time of submittal.

PROPOSAL SUBMITTAL REQUIREMENTS CONT.

- The Final Report will be subject to acceptance in fulfillment of the contract by the CIWMB Contract Manager. All recommended changes shall be made prior to submittal of a Final Report.
 - If the Final Report contains copyrighted work in print (tables, graphics, or photographs), or other materials taken from copyrighted sources, the Contractor shall cite the copyrighted material in the Final Report and obtain permission to use the copyrighted material. Contractor shall secure express written permission from the copyright holder or the holder's licensing representative. Contractor will include letters of permission to use copyrighted material as an Appendix in the Final Report. If Contractor does not secure permission to use copyrighted material, said material will not be used in the Final Report.
-

Organization

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

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

Qualifications and Resources

The prospective contractor 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 Project Manager, Personnel and Subcontractors, that include:

- Experience
 - Knowledge
 - Educational Background
 - Appropriate licensing
-

References

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

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 a verifiable written work that is similar in nature to the proposed project and deliverables.

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 10286.1. Statement may be included in the cover letter.

PROPOSAL SUBMITTAL REQUIREMENTS CONT.

Licenses

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

- A copy of the Proposer's registration with the Secretary of State.
 - Additionally, pursuant to the California Business and Professions Code, for services of a "professional" nature requiring a professional license issued by the CA Department of Consumer Affairs, Proposers must submit a copy of the appropriate license(s) for each team member who will provide "professional" services under the contract.
-

Enterprise Zone Act (EZA)

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

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

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

The form may be downloaded at www.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 TACPA qualified proposers.

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

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

The form may be downloaded at www.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 LAMBRA qualified proposers.

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

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

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

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 are reasonable.

Cost Breakdown

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

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

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

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

Travel and Per Diem

Lodging, food, and incidental expenses on trips in support of services will be reimbursed at the following State per diem rates per 24 hour day for the length of the contract. All travel will be reimbursed at the excluded employee travel rates in accordance with the California Code of Regulations Title 2, Division 1, Chapter 3, Subchapter 1, Article 2, Section 599.615.1 et seq.. Per diem (lodging, meals and incidentals) will not be reimbursed for travel within 50 miles of Contractor's headquarters.

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

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.

Cost Points

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

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

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

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

EXAMPLE

Lowest Proposer's cost = \$10

Other Proposer's cost = \$12

Maximum cost points = 30 cost points

factor = \$10 ÷ \$12 = .83

Cost Points Calculation for Other Proposer's Cost

.83 X 30 cost points = 25 cost points

Final Cost Points Awarded

Lowest cost proposal receives 30 cost points

Other cost proposal receives 25 cost points

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.

EVALUATION AND SELECTION CONT.

Award of Agreement	<p>Award of this Agreement will be to the highest ranking responsible Proposer meeting all of the RFP requirements.</p> <p>In the event of a tie, the CIWMB may utilize a tie breaker to determine the winning Proposer. The tie breaker will be determined based on which proposer has the most SB and DVBE participation identified in the bid package.</p> <p>The CIWMB reserves the right to not award an Agreement.</p>
Notice of Intent to Award	<p>The CIWMB will post a notice of intent to award this Agreement five (5) working days prior to the award being made.</p> <p>Notice of the intent to award will be posted on the CIWMB's website at www.ciwmb.ca.gov/contracts and at the headquarters building noted in Section I.</p>
Rejection of Award	<p>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.</p> <p>The CIWMB reserves the right to disqualify the awarded and award the Agreement to the next highest ranked Proposer.</p>
Proposer Notifications	<p>The CIWMB will notify all Proposers of the outcome of their proposal submittals, prior to posting the notice of intent to award.</p>
Protest of Award	<p>A Proposer may protest the proposed award by filing an official protest with the Department of General Services. The protest must be filed after the notice of intent to award the contract, but before the actual award.</p> <p>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.</p> <p>The Agreement will not be awarded until a decision has been made on the filed protest.</p> <p>The protest documents should be sent via registered mail to the following parties:</p> <p>Department of General Services Office of Legal Services Attn; Protest Coordinator 707 Third Street, 7th floor Sacramento, CA 95605 Fax (916) 376-5088</p> <p>California Integrated Waste Management Board Attn; Contracts Unit 1001 I Street, MS-19A Sacramento, CA 95814 Fax (916) 319-7582 Email contracts@ciwmb.ca.gov</p>

Work to be Performed

The contractor will develop a public awareness campaign using traditional marketing efforts. The campaign will include target messaging through public service announcements (PSAs) and advertisements.

The contractor will be responsible for developing an outreach strategy to distribute existing public service announcements in the Los Angeles/Orange County market during prime air times for radio and television. The contractor will create a print PSA distribution strategy to gain valuable earned media where possible. The contractor will coordinate with CIWMB OPA to ensure a strategy that will reach the desired audience and will be cost effective.

The contractor will collaborate with CIWMB to create a launch event that utilizes existing partners such as the Environmental Media Association and retailers. To ensure consistent messaging, staff of the Office of Public Affairs (OPA) and the Sustainability Program will coordinate on review of all creative work in this campaign.

Control of Work

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

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

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

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

SECTION VII DEFINITION AND TERMS

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

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

Abbreviations	ADA	Americans with Disabilities Act
	CAL EPA	California Environmental Protection Agency
	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
	OSDS	The Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS)

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 his/her designees. Any references to Executive Officer shall mean the Executive Director and/or designated officer.
Disabled Veteran Business Enterprise (DVBE Certified)	A business that meets all of the following criteria: (1) at least 51% of the business is owned by one or more disabled veterans or, in a business whose stock is publicly held, at least 51% or more of the stockholders are disabled veterans (2) the management and control of the business are exercised by one or more disabled veterans; (3) the business is domestically owned and its home office is in the United States; and (4) the business has been certified as a DVBE by the State of California, Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS).
Legal Holidays	Those days designated as State holidays in the Government Code.
Project Manager	Contractor's representative for all work performed under this Agreement. All official correspondence, reports, submittals, billings, and other work done under this Agreement shall be reviewed and signed by the Project Manager prior to submittal to 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 Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS), as a small business as defined in GC 14837 and 2 CCR 1896.
State	The State of California.
State Contract Law	The Public Contract Code and other applicable laws that form and constitute a part of the provisions of this 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

Cost Proposal Worksheet

Complete this form and submit the original in a separate sealed envelope in accordance with the requirements of this RFP.

This form should be prepared to accurately reflect the cost of all items mentioned in the "Scope of Work" of this RFP or reasonably infer as necessary to complete the work within the intent of the Agreement. For some proposals, it may be more appropriate to break down the Contractor's costs by an hourly rate.

Reusable Bags Outreach

Task A: Work Plan Development and Revise if Needed \$ _____

Labor (Person Hr x Rate) _____
Non-personnel (Supplies, etc) _____
Other, if applicable (Specify) _____

Task B: Video/Radio PSA Distribution \$ _____

Labor (Person Hr x Rate) _____
Non-personnel (Supplies, etc) _____
Other, if applicable (Specify) _____

Task C: Print PSA Distribution/Print Ad Buy \$ _____

Labor (Person Hr x Rate) _____
Non-personnel (Supplies, etc) _____
Other, if applicable (Specify) _____

Task D: Partnership Development \$ _____

Labor (Person Hr x Rate) _____
Non-personnel (Supplies, etc) _____
Other, if applicable (Specify) _____

Project Evaluation

Task E: Measurement of Results \$ _____

Labor (Person Hr x Rate) _____
Non-personnel (Supplies, etc) _____
Other, if applicable (Specify) _____

Task F: Reporting \$ _____

Labor (Person Hr x Rate) _____
Non-personnel (Supplies, etc) _____
Other, if applicable (Specify) _____

Total Bid Price \$ _____

(General project overhead should not exceed 15% of bid)
Travel required to meet the scope of this project shall be included in the total bid.
Applicable travel costs will be charged at the state approved rate and will be pre-authorized by the CIWMB Contract Manager.

Submitted by:

Company Name: _____

Company Address: _____

Telephone: _____

Email Address: _____

Authorized Official & Title _____

Signature of Official & Date _____

Proposal Scoring Sheet

Outreach Campaign Promoting the Use of Reusable Bags (IWM08015)

To qualify, the Proposer MUST achieve an overall sub-total score of 56 points in order for the Cost Proposal points to be applied towards the total score.

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 30 points	
	a) Ability to demonstrate successful outcomes with similar campaigns. (18)	_____
	b) Assigned staff's experience and background in similar projects. (12)	_____
4.	Past Work - Maximum 10 points (References will be contacted.)	
	a) Similarity between previous projects and the project contained in this RFP. (5)	_____
	b) References check outcomes. (5)	_____
5.	Cost of proposal - Maximum Score 30 points	
	a) Points administered as described in Section IV (25)	_____
	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):		<u>_____</u>

Evaluator's Signature _____

Date _____

STATE OF CALIFORNIA
 California Integrated Waste Management Board
 CIWMB 74C (Revised 10/08 for Contracts)

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

Recycled-Content Certification

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

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

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

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

Print name _____ Signature _____ Company _____ Date _____

(See footnotes on the back of this page.)

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

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

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

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

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

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

Proposal Completion Checklist

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

-
- | | |
|--------------------------|--|
| <input type="checkbox"/> | Cover Letter with contact information and statements as required in the RFP. |
| <input type="checkbox"/> | Organizational information and Personnel Information (Resumes) |
| <input type="checkbox"/> | Proposal (detailed Work Plan) |
| <input type="checkbox"/> | Cost Proposal Sheet |
| <input type="checkbox"/> | Samples of Written Work |
| <input type="checkbox"/> | Client References |
| <input type="checkbox"/> | Copy of Required License(s) (Secretary of State) |
| <input type="checkbox"/> | Contractor Status Form |
-

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

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

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

- | | |
|--------------------------|---|
| <input type="checkbox"/> | Certification of Enterprise Zone Act Preference |
| <input type="checkbox"/> | Certification of Target Area Contract Preference Act |
| <input type="checkbox"/> | 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:

- | | |
|--------------------------|---|
| <input type="checkbox"/> | Recycled Content Certification (Attachment E) |
| <input type="checkbox"/> | Payee Data Record (Standard Form 204) |
-

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

Contractor Status Form

Contractor's Name _____ County _____

Address _____ Phone No. _____

_____ Fax No. _____

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 for small/micro business?

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

Are you claiming preference for DVBE?

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

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

Client References

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

BIDDER / SUBCONTRACTOR'S NAME: _____

REFERENCE 1

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Cost of Service

Brief Description of Service Provided

REFERENCE 2

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Cost of Service

Brief Description of Service Provided

REFERENCE 3

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Cost of Service

Brief Description of Service Provided

If three references cannot be provided, explain why: