



## DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

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### Notice to Prospective Proposers

November 22, 2023

You are invited to review and respond to this Request for Proposal (RFP) Secondary, entitled "Public Education and Change Campaign for the Circular Economy and Zero Waste" DRR23049. In submitting your Proposal, you must comply with the instructions herein.

Note that all Contracts entered into with the State of California will incorporate by reference General Terms and Conditions, Special Terms and Conditions and Contractor Certification Clauses which are referenced in this package. If you do not have internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of the Department of Resources Recycling and Recovery (CalRecycle) this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

Felix Valencia  
[contracts@calrecycle.ca.gov](mailto:contracts@calrecycle.ca.gov)  
Phone: (916) 341-6779

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

Felix Valencia  
Contract Administrator

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## **Section 1 Overview**

### **General Information**

CalRecycle's mission is to protect California's environment and climate for the health and prosperity of future generations through the reduction, reuse and recycling of California resources, environmental education, disaster recovery and the transition from a disposable to a fully circular economy.

"Proposer" as used herein refers to the party submitting a Proposal. For purposes of this RFP(S), references to "Proposer" and "Contractor" refers to the firm awarded the Contract resulting from the Request for Proposal.

### **CalRecycle Contact Information**

Department of Resources Recycling and Recovery

Physical Address: 1001 I Street  
Sacramento, CA 95814  
CalRecycle Contracts Unit, MS-19A

Mailing Address: P.O. Box 4025  
Sacramento, CA 95812-4025  
Attn: Contracts Unit, MS-19A

Phone: (916) 341-6779

Email: [contracts@calrecycle.ca.gov](mailto:contracts@calrecycle.ca.gov)

Any documents delivered in person must be received by 2:00 p.m. on December 15, 2023 in the Visitor's & Environmental Service Center located in the lobby of the CalEPA Headquarters Building at 1001 I Street, Sacramento, CA 95814.

### **Service Needed**

The Proposer shall provide a wide range of services related to the creation of a Branding and Messaging Campaign including, but not limited to: paid media buys, added value, development of creative concepts and production, video production, project management, copywriting, editing, translations, website design and management, social media strategies and management, quantitative and qualitative research, collateral material development and distribution, community/faith-based/legislative outreach, media relations, outreach strategies and implementation in disadvantaged communities and K-12 schools, strategic state and business partnership development and management, and video production.

Refer to the Sample Standard Agreement in the Attachments of this document for a complete description of the Scope of Work.

### **Contract Budget**

This Contract is valid and enforceable only if sufficient funds are made available by the Budget Act of the appropriate fiscal year for the purposes of this program. In addition, this Contract is subject to any additional restriction, limitations or conditions enacted by the Legislature, which may affect its provisions, terms, or funding.

Subject to availability of funds and approval by CalRecycle, there is a current maximum budget of \$12,500,000.00 (Twelve million five hundred dollars and zero cents).

**Contract Amendment**

CalRecycle reserves the right to amend the Agreement with one 12-month option and/or to increase funding for an additional \$2,500,000.00 in accordance with Exhibit B, Budget Detail and Payment Provisions of the resulting Agreement. If amendment extensions are allowed, the Contractor shall bill at the price(s) and rates(s) stated for the last budget period in accordance with Attachments C.2 and C.2.2.

Any contract amendments require CalRecycle and Contractor to execute a Std. 213A, and approval by DGS, if required. The contract awarded pursuant to this RFP(S) may be amended in compliance with the State Contracting Manual Volume 1, including but not limited to section 3.09 and 5.81.

**Payment Withhold**

The provisions for payment under this contract shall 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 CalRecycle.

**Contract Term**

The term of this Agreement will span approximately 24 months and is expected to begin in January 2024. CalRecycle reserves the right to amend the term of this Contract for up to an additional twelve months.

**Process Type**

Request for Proposal (RFP) (Secondary Method).

**Process Schedule**

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

|                                    |                   |
|------------------------------------|-------------------|
| Advertisement Date                 | November 22, 2023 |
| Written Questions Due by 2:00 p.m. | November 29, 2023 |
| Submittals Due by 2:00 p.m.        | December 15, 2023 |
| Post Notice of Intent to Award     | December 29, 2023 |

## **Section II Rules and Conditions**

### **Introduction**

There are conditions this RFP(S), submitting Proposers, Proposals and resulting Contracts are subject to and/or with which they must comply.

### **Commitment**

Upon submittal of a Proposal, the Contractor has committed to comply with the following requirements:

- All items noted in RFP(S) documents
- Special Terms and Conditions, which are viewable in Exhibit D of the Sample Standard Agreement (Attachment E).
- General Terms and Conditions (GTCs) and Contractor Certification Clauses (CCCs) are both available for viewing at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>
- Possess the ability to carry Campaign costs for up to 90 days

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

If the Proposer fails to meet any of the requirements or comply with CalRecycle requests, CalRecycle can reject, disqualify, or remove the firm from the process. CalRecycle is not committed to awarding a Contract resulting from this RFP(S).

### **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 when 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(S) process are at the firm's expense. No costs incurred by the Contractor participating in the RFP(S) process will be reimbursed by CalRecycle.

### **Information**

All materials submitted in response to this RFP(S) will become the property of CalRecycle and, as such, are subject to the Public Records Act (Government Code Sections 6250 et seq.). CalRecycle will disregard any language purporting to render all or portions of the RFP(S) package confidential.

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

Any information obtained or produced during the Agreement that qualifies as confidential or a trade secret(s) under the Public Records Act (PRA) or the Public Contract Code (PCC) and is thus exempt from disclosure under those statutes shall be so marked by the firm prior to submission to CalRecycle. Any claims of confidentiality or trade secret(s) except as to information that qualifies as such under the PRA or PCC may result in disqualification.

CalRecycle will hold information obtained or produced during the Agreement deemed confidential or trade secret(s) by the firm to the extent allowable by the California PRA and the PCC.

### **Written Questions**

The RFP(S) includes a formal question and answer period in which Proposers can submit questions about the RFP(S). All questions must be submitted in writing either by mail, fax, or e-mail to the CalRecycle Contact as listed in Section I, Overview. The questions and answers will be published in an Addendum to the RFP(S) (see below, Addenda).

### **Addenda**

CalRecycle reserves the right to amend, alter, or change the rules and conditions of this RFP(s).

Any ambiguity, conflict, discrepancy, omission, or other error discovered in the RFP(s) should immediately be reported to CalRecycle prior to the deadline for submission of written questions. CalRecycle 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.

CalRecycle 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 CalRecycle's 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 Contract, 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.

### **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.

The Department of General Services (DGS), Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) oversees the Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) certification programs. If awarded the Contract, the Contractor must use all the SB and DVBE firms identified on the Bidder Declaration form (link in the Required Forms section of this document). These firms must perform a commercially useful function. Per Government Code section 14837(d)(4), a certified small business or microbusiness is deemed to perform a commercially useful function if the business does all of the following:

1. Is responsible for the execution of a distinct element of the work of the contract
2. Carries out its obligation by actually performing, managing, or supervising the work involved;
3. Performs work that is normal for its business services and functions;
4. Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing (if applicable) and making payment; and



5. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

Contractor understands and agrees that should award of this contract be based in part on their commitment to use the DVBE subcontractor(s) identified in their Proposal, per Military and Veterans Code 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the DGS. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the Proposal and approved DVBE substitutions will be documented by contract amendment.

Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the Proposal may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC § 999.9; Public Contract Code (PCC) § 10115.10, or PCC § 4110 (applies to public works only).

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

**Payments to the Contractor**

Payments to the Contractor by CalRecycle will be made in arrears. Services rendered by the Contractors must be identified on an invoice, to be billed monthly in arrears.

**Equipment and Software Purchases**

Although equipment or software purchases are not anticipated in this contract, any equipment or software purchased to perform the responsibilities under the contract are considered state property and shall be returned to CalRecycle at the end of the contract or upon request of the CalRecycle Contract Manager (Contract Manager).

### **Section III Proposal Submittal Requirements**

#### **Introduction**

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

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

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

#### **Deadline**

The Proposal package must be received by CalRecycle, at the address listed in Section I, Overview and by the "Submittals Due by 2:00" date in Section I, Overview. 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(S) and note the RFP(S) 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"
- One electronic copy on compact disc or USB flash drive viewable by Adobe Acrobat Reader. The 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 CalRecycle.

#### **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 Contract, if awarded;
- c. Name, telephone number, and e-mail address of a person who can be contacted if further information is required;
- d. Name, title, address, telephone number, and e-mail address of individual(s) with authority to execute a binding Contract on behalf of the Proposer;

- e. Statement that personnel who will provide services under the Contract will have the required certifications and that the Proposer will have qualified personnel available to meet the service needs;
- f. Statement attesting to the fact of the percentage of post-consumer recycled content fiber paper used in the compilation of the Proposal 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; and
- h. List of Contractor's and any subcontractor(s)' business names, identification of certified Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) status, if applicable, and corresponding Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) Reference number(s) issued by DGS.
- i. Statement acknowledging the receipt of all issued Addenda pertaining to this solicitation.
- j. Contractor must meet all requirements of the Cover Letter and sufficiently demonstrate company viability, financial stability, and ability to carry Campaign costs for up to 90 days.

### **Table of Contents**

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

### **Summary**

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

### **Methodology**

The Proposal should include a workplan describing the methods to be employed to accomplish the contract activities described in the Scope of Work in the Sample Standard Agreement in this document. Read the Workplan section for additional requirements.

The methodology must be described in sufficient detail to allow CalRecycle staff to evaluate the methods and must address all tasks and items in the Scope of Work. The description should include not only what work will be performed, but how it will be performed.

Proposals must describe in detail how project objectives will be met and the methods the Proposer will use to achieve project objectives outlined in the Scope of Work.

The Proposer must consider the following points when developing its Proposal:

- A. The Proposer shall conceptualize, develop, implement, market test, and evaluate the statewide education and change Campaign for recycling, zero waste and a circular economy.

- B. A detailed description of how the Proposer will report on Campaign progress must be provided. Please also include key performance indicators that will serve as measurements for both awareness and behavior change.
- C. The Proposal shall contain the proposed approach for each of the tasks in table below.

| <b>1. Monthly Status Report</b>         |  |
|---|--|
| 1.1                                     | The Contractor shall assign one (1) individual as the Project Manager that will serve as the primary contact for all aspects of the Contract, including work done through subcontractors.  |
| 1.2                                     | The Contractor shall participate in a Kick-Off Meeting at a proposed time determined by the CalRecycle Contract Manager to go over goals, objectives, statement of work tasks, expectations, and other information with the CalRecycle team.   |
| 1.3                                     | The Contractor shall develop a Monthly Status Report that includes at a minimum: <ul style="list-style-type: none"> <li>• Tasks completed (including hours expended)</li> <li>• Tasks in progress</li> <li>• Planned Tasks</li> <li>• Deliverables completed</li> <li>• Risks and Issues</li> <li>• Contract Spend Down</li> </ul>   |
| 1.4                                     | The Contractor shall meet with the CalRecycle Contract Manager and team to discuss information provided in the Monthly Status Report.  |
| 1.5                                     | At a minimum, the Contractor will be available to host bi-weekly (once every two weeks) meetings with the CalRecycle to ensure that the project is on track and that CalRecycle is kept apprised of developments at every step of the way. The Contractor's senior level staff will work together to manage budgets and timelines, and ensure successful completion of all tasks, subtasks, and deliverables. Additionally, the Contractor shall meet with the CalRecycle Contract Manager upon CalRecycle's request to discuss the scope of services in this SOW. CalRecycle maintains discretion to request additional reporting information necessary to monitor and assess the Contractor's progress and/or the Contractor's compliance with this Agreement. |
| <b>2. Strategic Communications Plan</b> |  |
| 2.1                                     | 1. The Contractor shall develop a strategic, integrated public education and change the media Campaign plan and approach in support of CalRecycle's goals and objectives to create change and engagement surrounding recycling, zero waste and the circular economy. The Contractor shall develop the Communications Plan within sixty (60) days of contract execution that details the creative strategy and all tasks, activities, and deliverables to successfully meet CalRecycle expectations as outlined in the SOW.   |

|                                |  |
|--------------------------------|--|
|                                | <ol style="list-style-type: none"> <li>2. Recommend, design, implement, and analyze evaluative research for the purpose of refining strategies, evaluating concepts, and measuring results (including work from research briefs) to develop multimedia and public relations recommendations to support the desired Campaign.</li> <li>3. Engage with community-based organizations to focus on zero waste strategies and provide information aimed at increasing access to services.</li> <li>4. Partner with community-based organizations to develop and enhance culturally, linguistically, and age-appropriate Campaign aimed at zero waste and the concept of having a circular economy.</li> <li>5. Develop a Campaign and media activities that are cost efficient and maximize outreach to all target markets based on internal and external research, including presenting market analysis about specific target audiences, market segmentation, most effective media placement recommendations, advertising effectiveness analysis, and the relative merit of selected strategies and messages.</li> <li>6. In consultation with CalRecycle, identify key messages, messengers, channels, and products, based on behavior-change science for each of CalRecycle’s defined goals.</li> <li>7. Apply a multi-platform and integrated media strategy to maximize effectiveness and be responsive to changes in the media marketplace and consumer behavior, including promoting CalRecycle’s digital and social media efforts.</li> <li>8. Recommend new and emerging digital media and social networking strategies to extend the reach of the Campaign and broaden dissemination of Campaign messages to targeted audiences by developing the following, but not limited to:</li> <li>9. Develop paid strategies to grow the reach of existing social networks.</li> <li>10. Develop social listening and community management strategies.</li> <li>11. Develop a network of trusted messengers (influencers, community leaders, celebrities, etc.) with high levels of reach for target audiences</li> </ol> |
| <b>3. Campaign Development</b> |  |
| 3.1                            | <p>Conceptualize, develop, pre-test, and launch the Campaign, including activities such as:</p> <ol style="list-style-type: none"> <li>1. Collaborate with other state entities conducting public education and awareness Campaigns to understand best practices, lessons learned, and successes that can be leveraged for CalRecycle’s Campaign.</li> <li>2. Conduct research, with a focus on community engagement, on effectiveness of creative concepts via recommended testing methods (focus groups, online testing, etc.). Use existing research for initial development. Review content produced via recommended testing methods (focus groups, online testing, etc.) to measure effectiveness of creative concepts with a focus on community engagement.</li> <li>3. Develop creative brief(s) for the CalRecycle Director and contract management team upon request, creative brief(s) will serve as a</li> </ol>  |

|                     |  |
|---------------------|--|
|                     | <p>document that outlines how specific outreach tasks connect to the broader business goals by clearly outlining the strategy of the campaign.</p> <ol style="list-style-type: none"> <li>4. Provide copies of scientific studies, evidence-based publications, research, and calculations used to substantiate the facts used in Campaign materials. In coordination with CalRecycle staff, maintain and monitor a system for substantiating facts used in ads and other Campaign materials, and obtain legal review and clearance prior to production. Provide social media content creation and curation to optimize the user’s experience across social media platforms:             <ol style="list-style-type: none"> <li>a) Provide expertise in the following social media executions: videos, live chats, Q&amp;As, influencer activations, as well as other engagement strategies to build brand community and influence.</li> <li>b) Social media production and dissemination will leverage existing and newly produced Campaign advertisements and messages.</li> </ol> </li> <li>5. Provide translation, transcreation, and adaptation services and coordination for English, Spanish, and threshold languages as deemed necessary to serve disproportionately impacted communities.</li> <li>6. Design and produce all printed and digital collateral promotional materials. Deliver masters of all produced advertising in requested formats to CalRecycle Contract Manager, for the purpose of archiving.</li> <li>7. Duplicate and distribute CalRecycle advertising materials, including broadcast ads, to CalRecycle grantees and partners, as approved in advance by the Contract Manager.</li> </ol> |
| <b>4. Media Buy</b> |  |
| 4.1                 | Create media buying plans that align with the total market strategic plan and effectively reach Campaign specific target populations that include exploring and utilizing in-kind partnerships and opportunities.  |
| 4.2                 | Negotiate the most cost-effective media placement to maximize target audience exposure with the recommended mediums to best reach target populations.  |
| 4.3                 | Report on the advertising Campaign’s implementation and outcomes, including media monitoring and optimization, summarized quarterly media buy reports and post analysis, and an annual summary evaluation of the effectiveness of media placement.   |
| 4.4                 | <p>Detailed reports of media placement to be provided in a spreadsheet, upon request, that shall provide detailed information on actualized media, including:</p> <ol style="list-style-type: none"> <li>1. Total impressions delivered, as applicable to each advertising medium.</li> <li>2. Actual ratings delivered, as applicable for broadcast media.</li> <li>3. Target demographics, e.g., age, gender, racial/ethnic group used for planning and reconciling media performance.</li> <li>4. Detail by vendor, network, or station for each designated media market (DMA), as applicable. Days aired and time(s) of day, as applicable.</li> <li>5. For digital, the click-through rates and cost per click or the agreed upon key performance indicator.</li> </ol>   |

|                                      |  |
|--------------------------------------|--|
|                                      | 6. Third party measurement and detailed viewer data, as available, when requested by CalRecycle.   |
| <b>5. Public Relations</b>           |  |
| 5.1                                  | The Contractor shall develop an earned media strategy to accompany the Campaign. The strategy shall include ethnic media, local media, national media, and podcasts to educate the public and raise awareness  |
| 5.2                                  | Contractor shall develop and execute an influencer plan to elevate awareness via digital and in-person events. Influencers may include, but are not limited to celebrities, sports figures, health enthusiasts, youth influencers, artists, and mom bloggers.  |
| <b>6. Website Content Management</b> |  |
| 6.1                                  | The Contractor shall design and develop content for a website that will serve as an awareness and educational resource. The Contractor shall coordinate with CalRecycle Contract Manager and its information technology administrators to provide content for the website. The website content must: <ol style="list-style-type: none"> <li>1. Serve as a focal point for public engagement and dissemination of information to create a circular economy and promote zero waste.</li> <li>2. Provide a dynamic and interesting user experience that will stimulate wider public discussion and participation.</li> <li>3. Incorporate branding to create a similar look and feel across the website, media materials, and all other deliverables.</li> <li>4. Enable users to learn about recycling, zero waste and circular economy.</li> <li>5. Provide multilingual content or translation utility.</li> </ol> |
| 6.2                                  | Contractor shall develop Campaign branded landing pages strategically designed to further engage the user to provide a comprehensive educational experience of the Campaign issue areas.   |
| 6.3                                  | Contractor shall provide graphic design, copywriting, editing, and related services needed for digital assets. Content shall be designed to optimize the user's experience across web platforms, including mobile/device users in collaboration with CalRecycle  |
| 6.4                                  | Contractor shall develop detailed design specifications to gain CalRecycle's approval for the overall look and feel, functionality, and site navigation for the website  |
| <b>7. Evaluations</b>                |  |
| 7.1                                  | Provide detailed media monitoring and tracking analysis designed to evaluate Campaign recall, effectiveness, and attitude and perception change produced as a result of associated Campaigns. Develop, implement, and maintain procedures for evaluating the effectiveness of the advertising Campaign, including the content and emphasis of its strategic components.  |
| 7.2                                  | Provide evaluations of the effectiveness of media placement strategy and of creative, as follows: <ol style="list-style-type: none"> <li>1. All focus groups and online research materials and reports.</li> <li>2. Tracking study that provides measures of ad effectiveness (recall, message, knowledge, and attitude shifts, talk about with family and friends, new information).</li> </ol>   |
| 7.3                                  | Prepare and present annual reports on advertising effectiveness.   |

| <b>8. Annual and Final report for the Legislature</b> |   |
|---|---|
| 8.1   | The Contractor shall provide an annual Campaign and final summary report of effectiveness and any findings or insights that can be used to optimize and strengthen the overall outcome of the Campaign. At the end of each contract year, the Contractor must provide a detailed summary report that can be used to submit to the Legislature to support continuation of funding.   |
| 8.2   | <p>The Contractor must complete all work for this project on or before expiration of this Agreement. Thirty (30) days prior to the end of the Agreement term, the Contractor shall:</p> <ol style="list-style-type: none"> <li>1. Meet with CalRecycle staff to discuss the overall Agreement and its closeout requirements.</li> <li>2. Provide master art files of all approved media in electronic storage mediums to the CalRecycle Contract Manager for archiving purposes.</li> <li>3. Coordinate project closure activities including oversight of transfer of products, materials, and files (electronic and print) to the CalRecycle Contract Manager or designee.</li> <li>4. Transfer to CalRecycle all ownership rights, including copyrights, and the right to license, publish, or otherwise use the resource publication, document, image, text, and Web version of the publication in each of the languages produced under this Agreement to CalRecycle. All copyrights, in all media, in perpetuity, remain the property of CalRecycle. All materials, websites, social media content, etc. developed by the Contractor for CalRecycle remains the property of CalRecycle upon conclusion of the Agreement.</li> </ol> |

**Workplan**

Contractor’s Proposal must present a workplan for a 24-month period plus the optional 1-year extension describing the strategy and tactics for meeting the services required by this RFP(S). The proposed workplan must demonstrate a clear understanding of Campaign objectives, key timeframes and target audiences and be inclusive of, but not limited to, all required items below.

All Campaign activities suggested in the workplan must state goals with performance measurements and benchmarks built in. The Campaign must be created with the intention of raising awareness during the initial phase and then creating behavior change of recycling, zero waste and the circular economy. CalRecycle is looking for Contractors to suggest innovative strategies and metrics to measure the Campaign’s impact beyond impressions.

Contractor’s Proposal must provide a comprehensive Campaign calendar or timeline showing the timing and coordination of all proposed Campaign activities over the course of the resulting 24-month plus optional 1 year contract term.

While the workplan will be the roadmap for the Campaign’s activities throughout the duration of the contract, the Contractor’s senior level staff must be proactively involved in making recommendations to shift strategies and messaging as the market, social,



political and economic landscapes evolve and change. Revisions to the workplan may be required by CalRecycle and/or the Contract Managers after award of the agreement.

The workplan included in the Proposal shall include:

**Part 1: Integrated Branding and Messaging Strategy**

- Provide a clear strategy to evaluate and build a CalRecycle circular economy and zero waste brand which includes strategic messaging to reach the widest audience possible.
- Campaign branding and messaging must build awareness surrounding behavior change focused on waste prevention that encourages the redesigning of resource life cycles so that all products are repurposed and/or reused. Explain how the suggested strategy will elevate the overall awareness of the circular economy and zero waste.

**Part 2: Advertising Creative and Media Plan**

CalRecycle is seeking new and modern approaches to advertising that are highly effective, cost efficient, credible and audience-targeted in multiple languages with a clear call to action. New creative concepts and design are needed to refresh creative assets for advertising and outreach. The goal of the creative concepts and media plan is to create a shift from a linear economy to a circular economy.

- **Creative Concepts:** The Contractor's Proposal must provide multiple creative concept samples for the Campaign across various advertising mediums. Advertising mediums can include, but are not limited to, traditional radio, TV, online video and radio, digital banners, social media and outdoor.
- **Media Plan:** The Contractor's Proposal must include a Media Plan that outlines the recommended time periods with corresponding budget allocations and suggested advertising mediums occurring throughout the agreement. The Contractor's Proposal must provide a plan for evaluating the media flights and making adjustments on a regular basis to ensure optimal performance and maximize the budget.

**Part 3: Outreach Plan**

The Proposal must provide a statewide outreach plan that reaches target audiences, influencers, stakeholders and legislators through a variety of tactics, including but not limited to:

- **Social Media:** Provide an organic social media plan for increasing reach and engagement of target audiences by posting regular content on Facebook, Twitter, Instagram, YouTube, and any additional social media platforms the Proposer suggests for CalRecycle to consider. Proposers should consider how to best integrate and/or coordinate messages with the following existing CalRecycle and Campaign-specific social media accounts:

- **Partnerships:** Provide a plan to conduct outreach to recruit and maintain Campaign partners such as K-12 administrators, disadvantaged communities, community-based organizations, faith-based organizations, statewide and local chambers of commerce, businesses and other key community stakeholders. Organizations that specifically serve the Campaign's target audiences should also be included. The goal of developing partnerships is to further the grass-roots effort to expand Campaign messaging through trusted sources.
- **Legislative Outreach:** Working under the direction CalRecycle Office, keep Legislators informed of Campaign activities and seek support to help spread Campaign messages in their districts/communities. All legislative outreach should be approved by CalRecycle prior to the start of any activities and closely coordinated with CalRecycle's Deputy Director of the Office of Public Affairs.
- **Collateral:** Provide a plan to evaluate existing collateral, as well as develop new Campaign collateral materials in English and Spanish that weave together messaging promoting recycling to get to zero waste and a circular economy. This includes items such as posters, brochures, and fact sheets as well as any digital collateral assets. The Contractor will be responsible for ensuring all collateral is ADA/Section 508 compliant. Collateral will be used at Outreach events, local and statewide partner organizations, legislators and other influencers and trusted sources throughout the year. The Contractor will be required to design collateral materials with messaging and imagery developed specifically for the Campaign target audiences.
- **Events:** Research and suggest 25-50 events annually (both virtual and in-person) throughout the state for Campaign participation reaching the general market and Campaign's target audiences. Events can include industry conferences, community, faith-based and cultural events, concerts, sporting events and government sponsored events. The Contractor will be responsible for the coordination and staffing of all events. In some instances, CalRecycle staff or the Campaign Contract Manager may be available to help staff events.

#### **Part 4: Media Relations**

The Contractor's Proposal must provide a strategic statewide media relations plan designed to proactively raise awareness and behavior change during key timeframes and provide reactive media relations support as needed throughout the year. The plan must include the development and scheduling of media tours and/or roundtables during key timeframes and/or around important messaging; developing fact sheets, media advisories/press releases/op-ed pieces and other press materials as needed; and providing on-going media training for identified Campaign spokespeople.

#### **Part 5: Website**

The Contractor's Proposal must demonstrate technical experience in website development and development of electronic content that conforms to the designated accessibility standards ADA/Section 508 and WCAG 2.2 compliance (or most current

version). The Contractor will be responsible for working with CalRecycle's Executive Contract Management Team and the Information Technology Web Team to maintain and update websites produced as a result of this Contract.

The Contractor's Proposal must include industry standard analytics reports on content performance (based on established Key Performance Indicators) and should be provided on regularly scheduled intervals. Reports must highlight trends in performance, as well as demonstrate how content is tracking toward meeting goals and objectives of website. The Contractor's Proposal must demonstrate how they will use the reports to make ongoing improvements to the website and/or media buys that drive traffic to the website. Data should include clicks to the individual websites.

### **Part 6: Research**

The Contractor and/or their Subcontractors shall be responsible for developing research vehicles, conducting surveys or focus groups, analyzing results and developing final reports and recommendations for the following:

1. **Awareness Survey:** Contractor must conduct a baseline awareness survey at the beginning of the Campaign and then at the end of year three (3). The survey should include awareness levels, perceptions, and knowledge of zero waste and circular economy concepts within the selected target audiences. The next awareness survey should be scheduled for a mutually agreed upon date. Awareness survey results should be utilized to capitalize on brand equity as new creative and messaging is developed. Surveys should be developed to allow direct comparison to the results of previous awareness to track awareness/attitudinal/behavioral changes over time.
2. **Focus Groups:** Conduct focus group testing for new advertising concepts or messaging developed (this can be online, in-person or a combination of both).
3. **Website Usability:** As the website grows and information and functionality are added to the site, additional website usability testing may be needed.

### **Part 7: ADA Compliance**

The Contractor's Proposal must demonstrate the ability to ensure that all end products, materials, and communications conform to current accessibility standards for individuals with disabilities. All materials and websites produced for the Campaign must conform to the United States Section 508 Standards for Information and Communication Technology and Web Content Accessibility Guidelines (WCAG) 2.2 Level A and AA, or any subsequent versions of these requirements, and California Government Codes Section 7405 and Section 11135 or any concurrent versions of these requirements. It is crucial that all materials developed for the Campaign are accessible to all.

Compliance responsibilities will include ensuring conformance of all Campaign materials and websites with the most current accessibility standards through weekly, monthly, and annual testing/audits. The Contractor's Proposal must provide a plan and budget to remediate any current materials and website updates that are out of compliance and

ensure all materials and specific areas of the website are updated on a regular basis. CalRecycle is not responsible for providing accessibility training to the selected Contractor. The Contractor will be responsible for covering costs out-of-pocket to remediate any materials developed for the Campaign that fail the Accessibility Verification Process.

**Part 8: Administrative**

Contractor shall be responsible for the administrative duties associated with running the Campaign, including but not limited to:

1. Staying up to date on circular economy and zero waste news, resources and trends on a daily basis to provide strategic direction and relevant insights on the Campaign's direction, messaging and activities.
2. Participating in weekly update meetings with the Subcontractors and Contract Managers to review status of Campaign activities and discuss next steps in the workplan.
3. Updating the workplan on a monthly basis and/or as changes are requested.
4. Providing CalRecycle and Contract Managers with monthly and year-end progress reports that tie into the goals, objectives and metrics identified in the workplan (including website, social media and advertising analytics) and any other reports as requested.
5. Providing an annual final report to CalRecycle's Director each April detailing the Campaign's goals, objectives, metrics and progress to-date.
6. Submitting monthly billing packets to the Contract Managers via email on the 10th business day of each month. The selected Contractor(s) must adhere to strict billing timelines and procedures as outlined below. Failure to do so will result in delay of payment. More detailed guidelines and training on billing procedures will be provided by the Contract Managers after award of an agreement. Contractor must acknowledge that they understand and are capable of meeting the following requirements:
  - a. Monthly invoices must include a one-page summary of the services provided within that month and the specific outcomes.
  - b. Invoices must include detailed documentation for all hourly services, materials and products being billed by the Contractor and its Subcontractors.
  - c. All invoices, including Subcontractor and third-party invoices, must be reviewed by the Contractor's day-to-day contact and any errors must be corrected before submitting the invoices to the Contract Managers.
  - d. Any invoices not in compliance with the billing guidelines will be returned and will result in delay of payment. This will be a time-consuming task and it is expected that the Contractor has a dedicated staff person in place to help review and correct invoices before they are submitted to the Contract Managers.
  - e. Contractor must acknowledge they already have a billing system/software in place to manage and track the large number of Subcontractor and third-party invoices, receipts and travel reimbursements submitted each month. Contractor's billing system must be flexible enough to quickly make edits when errors are discovered and to split invoices between the three (3) separate Campaign funding sources if deemed necessary by the Contract Managers.

### **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.

Background and Experience required in Contractor's Proposal:

1. Demonstrate expertise, consistency, and longevity by describing Contractor's experience on two (2) to three (3) similar Campaigns completed within the last three (3) years. Include the name of the client, Campaign goals, budget and description of work performed.
2. Demonstrate experience reaching the Campaign's target audiences including low income and disadvantaged communities, community/faith-based/legislative outreach, and working collaboratively with partner organizations to reach these audiences. Please include budget, creative work samples and results achieved.
3. Demonstrate expertise in managing branding and social impact Campaigns and success delivering multifaceted messaging so that the call to action and the brand are clearly communicated and resonate with diverse audiences. Include examples of past successes.
4. Provide at least three (3) Letters of Recommendation supporting the Contractor's ability to deliver on the requirements of this RFP(S). Letters of Recommendation from current and/or past clients should attest to the nature and quality of Contractor's past performance. Letters of Recommendation must come from clients whose projects are similar in size and scope to this Campaign. Each letter of recommendation must include the following:
  - Name and address of the organization.
  - Name, title, telephone number and e-mail address of the day-to-day contact.
  - A description of services provided, the overall budget and specific outcomes.

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
- Professional Licenses where required by law or industry standards

### **Required Personnel/Staff information required in Proposal**

1. Designate a senior level staff person(s) to provide regular comprehensive oversight and strategic direction on all Campaign projects and activities. Provide name, title, resume, description of qualifications, experience leading large teams and Campaigns, length of time with the agency, and a summary of similar work performed, including demonstrated experience reaching the Campaign's target audiences and/or working collaboratively with partner organizations to reach these audiences.
2. Designate a qualified staff person who will be the Project Manager day-to-day lead contact for the Campaign. The Project Manager day-to-day lead contact must have at least five (5) years' experience managing Campaigns of similar size and scope. Provide name, title, resume, description of qualifications, experience leading large teams and Campaigns, length of time with the agency, and a summary of similar work performed, including demonstrated experience reaching the Campaign's target audiences and/or working collaboratively with partner organizations to reach these audiences. The substitution of the Project Manager day-to-day lead contact may not be made without advanced written approval by the CalRecycle Contract Manager.
3. List all additional staff who will perform services on the Campaign. For each person listed, document the services they will perform for the Campaign, provide their name, title, billing rate, a brief resume, a description of their qualifications, length of time with the agency, and a summary of similar work performed.
4. Provide an agency-wide organizational chart, as well as an organizational chart reflecting the team assigned to this effort.
5. The Contractor will be responsible for overseeing the entire Campaign, communicating the overall strategy and direction of the Campaign to Subcontractors, managing all Subcontractors, and ensuring quality and accuracy of deliverables, timelines and monthly billing. Please identify the specific project management structure. Include an organizational chart indicating the internal reporting structure for all personnel involved with the Campaign, including Subcontractors.

### **References**

The Proposer's team must provide a minimum of three (3) verifiable references, for the Proposer and for each proposed Subcontractor, which supports the above qualifications.

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

### **Samples of Creative Work (Case Studies)**

The Proposer's team shall include copies of verifiable creative work that is similar in nature to the proposed project and deliverables. At least one (1) example should demonstrate the following:

1. Expertise in managing branding and social impact Campaigns and success delivering multifaceted messaging so that the call to action and the brand are clearly communicated and resonate with diverse audiences. Include examples of past successes.

2. Expertise in managing behavior change Campaigns and success delivering multifaceted messaging so that the call to action and the changes needed are clearly communicated and resonate with diverse audiences.
3. Include creative samples from Campaigns (print, video, digital, social media, website, and radio) created within the last five years that further illustrate Contractor's skill, creativity, talent, and experience.

Work samples become the property of CalRecycle and will not be returned.

### **Contractor 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. Statements may be included in the cover letter.

### **Qualification/Licenses**

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

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

### **Small Business (SB) Participation**

CalRecycle requires a minimum of twenty-five percent (25%) of the project services to be contracted to a California OSDS certified SB that performs a commercially useful function.

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

- If the Proposer is a certified OSDS SB, as defined in Section V Definitions and Terms, the Bidder Declaration form (link in Required Forms section of this document) shall be completed and submitted with the Proposal.
- If the Proposer has identified Subcontractors to be utilized to meet this goal, the Bidder Declaration form (link in Required Forms section of this document) shall be completed and submitted with the Proposal.

SB and non-SB may receive preference as set forth below.

For purposes of this RFP(S), references to "Small Business" or "SB" include "Microbusiness" unless contrary to law. SB certification of "SB-PW" (public works) cannot be used to fulfill the SB/Non-SB Preference Program(s).

### **Small Business (SB) Preference Application**

Any Proposer competing in this process as a California certified SB, or as a non-SB certifying to subcontract a minimum of 25% of the total contract services to a California certified SB, will receive a five percent (5%) preference. Certification must be provided by DGS, OSDS.

Each listed certified small business must perform a "commercially useful function" in the performance of the contract as defined in Government Code Section 14837(d)(4).

The required list of California certified small business subcontracts must be attached to the bid response and must include the following: 1) subcontractor name, 2) address, 3) phone number, 4) a description of the work to be performed and/or products supplied, 5) and the dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor. Use the Bidder Declaration form (link in Required Forms section of this document) to report this information.

Questions regarding certification should be directed to the OSDC at (916) 375-4940. In no event shall the SB preference or non-SB subcontracting preference exceed \$50,000 in any single bid.

CalRecycle will apply the preference as described below.

For award based on high score, the preference is applied by calculating the "earned" score for all Proposers: If the highest scored Proposal is from a non-certified SB, then:

1. Calculate five percent (5%) of the highest responsible Proposer's total score.
2. Add the amount calculated in Step 1 above to the score of each of the Proposals eligible for the SB preference to obtain the new total scores for the eligible Proposals.

Application of the preference shall not displace an award to a SB with a non-SB.

A copy of the Proposer's and or/ SB subcontractor's SB certification shall be included with the Proposal.

If the Proposer makes a commitment to achieve SB participation, then the Proposer, if awarded this contract, must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of SB participation that was achieved (Govt. Code § 14841). Refer to the Small Business Enterprise Subcontractor Payment Certification form (Attachment A) to fulfill this requirement.



### **Disabled Veteran Business Enterprise (DVBE) Participation**

CalRecycle requires a minimum of three percent (3%) of the project services to be contracted to a California OSDS certified DVBE that performs a commercially useful function.

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

- If the Proposer is a certified OSDS DVBE, as defined in Section V, Definitions and Terms, the Bidder Declaration form (link in Required Forms section of this document) shall be completed and submitted with the Proposal.
- If the Proposer has identified Subcontractors to be utilized to meet this goal, the Bidder Declaration form (link in Required Forms section of this document) shall be completed and submitted with the Proposal.
- Proposers claiming the DVBE incentive must complete and return the Disabled Veteran Business Declarations (DGS PD 843) (link provided in the Required Forms section of this document).

After being awarded, Contractor shall use the DVBE subcontractors or suppliers proposed in the bid to the State unless a substitution is requested and approved. Contractor shall request the substitution in writing to CalRecycle and receive approval from both the CalRecycle and DGS in writing prior to the commencement of any work by the proposed subcontractor or supplier. A DVBE subcontractor may only be replaced by another DVBE subcontractor. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

The Contractor shall report and certify DVBE subcontractor payments to CalRecycle by completing and submitting an accurate Prime Contractor's Certification – DVBE Subcontracting Report STD 817 upon contract completion. CalRecycle will withhold \$10,000 from the final payment, or the full final payment if less than \$10,000, until the Contractor complies with the reporting and certification requirements above. A Contractor that fails to comply with the reporting and certification requirement shall, after written notice, be allowed to cure the defect. Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of notice, the prime contractor refuses to comply with the certification requirements, CalRecycle shall permanently deduct \$10,000 from the final payment, or the full payment if less than \$10,000.

A person or entity that knowingly provides false information shall be subject to a civil penalty for violation (M&VC § 999.5(d); GC § 14841). Contractor agrees to comply with the rules, regulations, ordinances, and statutes that apply to the DVBE program as defined in Section 999 of the M&VC, including, but not limited to, the requirements of Section 999.5(d). (PCC § 10230.)

### **Disabled Veteran Business Enterprise (DVBE) Incentive Application**

Any Proposer competing in this process as a California certified DVBE, or as a non-DVBE certifying to subcontract a minimum of 3% of the total contract services to a California certified DVBE, will receive an incentive. The incentive amounts for DVBE participation percent are as shown below:

- Five percent (5%) or more participation will receive five percent (5%) incentive calculation.
- Four percent (4%) participation will receive two percent (2%) incentive calculation.
- Three percent (3%) participation will receive one percent (1%) incentive calculation.

Certification must be provided by DGS, OSDS. The incentive is available to a non-DVBE claiming a minimum of three percent (3%) California certified DVBE subcontractor participation. If claiming the non-DVBE subcontractor incentive, the bid response must include a list of the DVBE(s) with which you commit to subcontract in an amount of at least three percent (3%) of the net bid price with one or more California certified DVBEs. Each listed certified DVBE must perform a "commercially useful function" in the performance of the contract as defined in Government Code Section 14837(d)(4).

The required list of California certified DVBE subcontracts must be attached to the bid response and must include the following: 1) subcontractor name, 2) address, 3) phone number, 4) a description of the work to be performed and/or products supplied, 5) and the dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor. Use the Bidder Declaration form (link in Required Forms section of this document) to report this information.

Questions regarding certification should be directed to OSDC at (916) 375-4940.

CalRecycle will apply the incentive as follows:

The incentive is applied during the evaluation process and is only applied for responsive bids from responsible bidders proposing the percentage(s) of DVBE participation for the incentive(s) specified above.

For award based on high score, the incentive is applied by calculating the "earned" score for all bidders. If the highest scored Proposal is from a non-certified DVBE then:

1. Calculate five percent (5%) of the highest responsible Proposer's total score.
2. Add the amount calculated above to the score of each of the Proposals eligible for the DVBE incentive according to the participation levels to obtain the new total scores for the eligible Proposals.

Application of the incentive shall not displace an award to a DVBE with a non-DVBE.

A copy of the Proposer's DVBE certification should be included with the Proposal Package.

If awarded, the Proposer who has made a commitment to achieve disabled veteran business enterprise (DVBE) participation, must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the contract; (2) the name and address of the DVBE(s) that participated in the performance of the contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the contract have been made to the DVBE(s); and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation (Military & Veterans Code (M&VC) § 999.5(d)). Refer to the Disabled Veteran Business Enterprise Subcontractor Payment Certification form (Attachment B) to fulfill this requirement.

### **SB/DVBE Reporting Requirement**

In compliance with GC § 14841, the awarded Contractor shall, upon completion of an awarded contract for which a commitment to small business subcontractors, report to CalRecycle the actual percentage of small business participation that was achieved. In compliance with M&VC §§ 999.5(d) and 999.7, awarded Contractor shall, upon completion of an awarded contract for which the Contractor entered into a subcontract with a DVBE, certify to CalRecycle all the following:

1. The total amount the prime Contractor received under the contract.
2. The name and address of the DVBEs that participated in the performance of the contract and the contract number.
3. The amount and percentage of work the prime Contractor committed to provide to one or more DVBEs under the requirements of the contract and the amount each DVBE received from the prime Contractor.
4. That all payments under the contract have been made to the DVBE. Upon request by the awarding department, the prime contractor shall provide proof of payment for the work.

After being awarded, Contractor shall use the DVBE subcontractors or suppliers proposed in the bid to the state unless a substitution is requested and approved. The contractor shall request the substitution in writing to CalRecycle and receive approval from both CalRecycle and DGS in writing prior to the commencement of any work by the proposed subcontractor or supplier. A DVBE subcontractor may only be replaced by another DVBE subcontractor. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

If for this contract, Contractor made a commitment to achieve the DVBE participation goal, CalRecycle will withhold \$10,000 from the final payment, or the full final payment if less than \$10,000, until the Contractor complies with the certification requirements above. A Contractor that fails to comply with the certification requirement shall, after written notice, be allowed to cure the defect. Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of notice, the prime Contractor refuses to comply with the certification requirements, the CalRecycle

shall permanently deduct \$10,000 from the final payment, or the full payment if less than \$10,000.

A person or entity that knowingly provides false information shall be subject to a civil penalty for violation (M&VC § 999.5(d); GC § 14841). Contractor agrees to comply with the rules, regulations, ordinances, and statutes that apply to the DVBE program as defined in Section 999 of the M&VC, including, but not limited to, the requirements of Section 999.5(d). (PCC Code 10230.)

### **SB/DVBE Resources**

The following may be used to locate DVBE Suppliers.

**STATE:** State of California, Department of General Services, Procurement Division, Office of Small Business and DVBE Services (OSDS) offers many services that assist Contractor/business owners with a variety of information designed to streamline the State contracting process. OSDS also certifies DVBE Contractors. For more information, please contact OSDS to find out more:

Office of Small Business and DVBE Services  
Department of General Services  
Procurement Division  
707 Third Street  
West Sacramento, CA 95605  
Phone: (916) 375-4940  
Email: [OSDSHelp@dgs.ca.gov](mailto:OSDSHelp@dgs.ca.gov)

Access the list of Focus-Trade Papers and Referral Organizations at:  
<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Commercially-Useful-Function-for-Certified-Firms> or  
[SB.DVBECompliance@dgs.ca.gov](mailto:SB.DVBECompliance@dgs.ca.gov)

Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD) online certified firm database at:  
<https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>

Search by “Keywords” or United Nations Standard Products and Services Codes (UNSPSC) that apply to the elements of work you want to subcontract to a DVBE.

Check for subcontractor ads placed on the California State Contracts Register (CSCR) for this solicitation before the closing date. You may access the CSCR at:  
<https://www.caleprocure.ca.gov/pages/index.aspx>

Remember to verify each firm’s status as a California certified DVBE.

**AWARDING DEPARTMENT:** Contact the department’s contracting official named in this solicitation for any DVBE suppliers who may have identified themselves as potential

subcontractors, and to obtain suggestions for search criteria to identify DVBE suppliers for the solicitation.

**Target Area Contract Preference Act (TACPA)**

If the budget for services outlined in this announcement exceeds \$100,000, CalRecycle provides the optional TACPA preference for TACPA qualified Proposers. Proposers are not required to apply for this preference. Denial of the TACPA preference request is not a basis for rejection of the Proposal. The Proposer shall provide reasonable demonstration of contract labor hours and certify that they will comply with the requirements of the TACPA. The TACPA workplace and workforce preferences will be evaluated for this solicitation. California-based companies seeking TACPA preferences will need to complete and submit preference request forms with the bid/offer. The following webpage contains required preference request forms and an interactive map to determine if a business is located within a TACPA qualified zone: [Request a Target Area Contract Preference](#). If the Proposer is qualified for this preference, the TACPA Preference Request Form (STD 830) and the [DGS/PD 526 Bidders's Summary of Contract Activities and Labor Hours](#) must be included in the Proposal submittal.

**Maximum Combined Preferences and Rules for Award**

In combination with any other preferences (TACPA, SB or DVBE participation, etc.), the maximum limit of the combined preferences is 15% of the bid amount and, in no case, more than \$100,000.00 per solicitation.

Preference programs for TACPA or the non-SB subcontracting preference cannot displace a direct award to a certified SB. In the event of a tie between a SB and a firm that is SB and DVBE, the award shall be made to the firm that is SB and DVBE.

## **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 and General Instructions**

The cost breakdown must specify the total cost and include detailed project costs, as required in the following work sheets:

1. Cost Proposal Worksheet (Attachment C)
2. Budget Detail Worksheet(s) (Attachment C.1 and C.2)
3. Subcontractor Budget Detail Worksheet(s) (Attachment C.1.1 and C.2.2)

Attachment C, Cost Proposal Worksheet, Attachment C.1 and C.2, Budget Detail Worksheet(s), and Attachment C.1.1 and C.2.2, Subcontractor Budget Detail Worksheet(s) must be completed. Failure to complete and include these Attachments will be grounds for immediate disqualification. Complete each of the worksheets as described under General Instructions. Any deviation will be grounds for immediate disqualification.

The awarded Proposer's invoices must be itemized as shown in the submitted Attachment C, Cost Proposal Worksheet, Attachment C.1 and C.2, Budget Detail Worksheet(s), and Attachment C.1.1 and C.2.2, Subcontractor Budget Detail Worksheet(s).

Attachment C, Cost Proposal Worksheet, Attachment C.1 and C.2, Budget Detail Worksheet(s), and Attachment C.1.1 and C.2.2, Subcontractor Budget Detail Worksheet(s) are self-contained document for the purpose of calculating cost points and evaluating whether all information required by the RFP(S) has been submitted. Therefore, all information (such as explanations of \$0 instead of itemized costs) must be included. Reference by incorporation to the Proposal is not acceptable.

The amount identified in Attachment C, Attachment C.1 and C.2, and Attachment C.1.1 and C.2.2 may not be changed and will remain in effect for the life of the Contract. All rates and fees are firm fees to which the Contractor or any subcontractors will be contractually bound.

#### **A. General Instructions**

1. All cost worksheets (Cost Proposal Worksheet, Budget Detail Worksheets, and Subcontractor Budgets Detail Worksheets) must be typewritten or completed in ink.
2. On the Cost Proposal Worksheet, indicate the annual cost for each calendar year and include the total cost.

3. When completing the cost worksheets, include all estimated costs to perform the services for the entire term, including applicable annual rate adjustments attributable to merit increases, profit margins, and inflation or cost of living adjustments.
4. Cost Proposal Worksheet (Attachment C)
  - a. Direct Labor Costs – Include labor costs for employees who will be working on tasks/deliverables over the term of the project. Total these costs for each calendar year and all direct labor costs.
  - b. Direct Costs – Include direct costs, including Net Media Buy Estimates and Contractor Fees (not to exceed 10-percent Media Buy Markup) for each calendar year. Total all direct costs.
  - c. Subcontractor's Cost – Include amounts allocated for each subcontractor for each calendar year. Total these costs for each fiscal year and all subcontractor's costs.
  - d. Indirect Costs – Include indirect costs, including Overhead Rates and Fringe Benefits shown as a percentage for each calendar year. Total all indirect costs.
  - e. Total Proposed Amount – Total all amounts above for the Total Proposed Amount. This amount shall not exceed \$12.5 million. Any cost proposals above this amount will be deemed non-responsive.
  - f. If CalRecycle exercises the optional one-year extension the rates identified in Calendar Year 2, Attachments C.2. and C.2.2 will apply.
5. Required Budget Detail Worksheets:
  - a. Include the Cost Proposal Worksheet (Attachment C), Budget Detail Worksheets (Attachment C.1 and C.2) and, if necessary, Subcontractor Budget Detail Worksheets (Attachment C.1.1 and C.2.2) for each calendar year.
  - b. The total amount within the Cost Proposal Worksheet (Attachment C) should match the total of all Budget Detail Worksheets (Attachment C.1 and C.2). The amounts for Subcontractor Budget Detail Worksheets (Attachment C.1.1 and C.2.2) should become line items within the Budget Detail Worksheets (C.1 and C.2).
  - c. On each Budget Detail Worksheet, provide specific cost breakdowns for the budget line items identified in this section.
  - d. All unit rates/costs, if any (i.e., square footage, salary rates/ranges, hourly rates, etc.), must be multiplied out and totaled for each calendar year.
  - e. When completing the Budget Detail Worksheet(s) and Subcontractor Budgets Detail Worksheet(s). Proposers may create like images or computerized reproductions of the Budget Detail Worksheets and Subcontractor Budgets included in this RFP(S). Use as many pages as are necessary to display the detailed budgeted costs. The Budget Detail Worksheet attachments included in this RFP(S) are intended to dictate the

specific costs that are to be reported and the required format for reporting proposed budget detail.

- f. Identify the projected detailed expenses for each line item identified below by following the instructions herein.

6. Personnel costs

- a. Identify each funded position title or classification.
- b. Indicate the number of personnel in each position/classification.
- c. Indicate the full time equivalent (FTE) or annual percentage of time/effort for each position (i.e., full time = 1.0, 1/2 time = .50, 3/4 time = .75, 1/4 time = .25, number of hours, if hourly, etc.).
- d. Identify the hourly rate for each position/classification. Include Personnel Benefits (i.e., paid leave benefits such as sick leave, vacation, annual leave, holiday pay, etc. in the hourly rates ).
- e. Project an annual total for each position/classification.
- f. If applicable, enter \$0 if no personnel costs will be incurred.
- g. Enter the grand total for salary/wage expenses.

7. Fringe Benefits

- a. Include fringe benefit expenses including, but not limited to, costs for worker's compensation insurance; unemployment insurance, health, dental, vision and/or life insurance; disability insurance; pension plan/retirement benefits; etc.
- b. Display fringe benefit costs as a percentage rate of the total personnel costs.
- c. If applicable, enter \$0 if no fringe benefit costs will be incurred. The proposer must explain on Attachment C why these line items are not itemized. A blank space for either fringe benefits or overhead will be grounds for immediate disqualification.

8. Operating Expenses (also referred to as General expenses)

Identify all direct project costs. Direct project costs may include but are not limited to the following expense items:

- a. Facility rental (i.e., office space, storage facilities, etc.). Include the amount of square footage and the rate per square foot.
- b. Consumable office supplies.
- c. Telecommunications (i.e., telephone or cellular telephones, fax, Internet service provider fees, etc.).
- d. Reproduction/printing/duplication
- e. Postage or messenger/delivery service costs.
- f. Equipment/furniture rental/lease and maintenance. Minor equipment purchases (i.e., items with a unit cost of less than \$5,000 and a useful life of one (1) year or more).



- g. Software (including license fees, upgrade/maintenance fees, etc.).
- h. If applicable, enter \$0 if no operating expenses will be incurred.
- i. Travel and Per Diem per CalHR rules.

9. Equipment Expenses

- a. CalRecycle will not reimburse equipment purchases under the resulting contract.
- b. CalRecycle primarily classifies equipment as Major Equipment, Minor Equipment, and Miscellaneous Property. Major Equipment is defined as a tangible or intangible item with a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more that is purchased or reimbursed with agreement funds. Major equipment expenses, when allowed, are budgeted in this expense line item. Minor Equipment is defined as a tangible item with a base unit cost of less than \$5,000 and a life expectancy of one (1) year or more and is on CalRecycle's Minor Equipment List and that is purchased or reimbursed with agreement funds. Minor equipment expenses, when allowed, are budgeted as an operating expense.

10. Subcontracting Expenses

- a. Specify the total cost for all subcontracted services (including those performed by independent consultants). Subcontractors include any persons/firms performing contract services that are not on the Proposer's payroll.
- b. If a proposer intends to use subcontractors (including independent consultants), provide the information below depending on whether subcontractors are known/pre-identified or have yet to be determined.
  - i. For known/pre-identified subcontractors or independent consultants, identify each subcontractor/consultant by name and include a separate expense breakdown for each of the subcontractor's costs for personnel expenses including fringe benefits, operating or general expenses, travel, subcontracts, and indirect costs. Use Subcontractor Budget Detail Worksheet(s) (Attachment C.1.1 and C.2.2)
  - ii. For unknown/unidentified subcontractors or independent consultants, list a title for each subcontracted activity/function and indicate a total projected cost for each activity/function to be outsourced.
  - iii. If applicable, enter \$0 if no subcontract expenses will be incurred.

11. Travel Expenses

- a. Indicate the total cost for travel and per diem. Include costs for expenses such as airfare, mileage reimbursement, parking, toll bridge fees, taxicab fares, overnight lodging and meal expenses, etc. With the exception of travel expenses, the cost of food and beverage purchases is not reimbursable.
- b. If applicable, enter \$0 if no travel expenses will be incurred.

12. Other Costs

- a. Indicate here those direct project expenses that do not clearly fit into the other budget line items. Such costs may include but are not limited to training/conference registration fees, publication production costs, costs for educational material development or other items unique to performance. If deemed necessary, identify the type of costs that Proposers are to list under "Other costs".
- b. Itemize each expense item and its cost.
- c. If any service, product, or deliverable will be provided on a fixed price or lump sum basis, name the items and/or deliverable and indicate "fixed price" or "lump sum" next to the item along with the price or fee in lieu of hourly rates.
- d. If applicable, enter \$0.

13. Indirect Costs

- a. Express the indirect costs as a percentage rate.
  - i. Proposers must contain indirect costs at a rate no greater than 10% of total direct expenses. CalRecycle will deem a proposal non-responsive if a proposer offers an indirect cost rate that exceeds this limit.

14. Total Costs

- a. Enter the total annual cost for the stated calendar year. Make sure all itemized costs equal this figure when added together.

15. Required cost justification/documentation

- a. In the Cost Section of the proposal, include the following facts and information to explain the reasonableness and/or necessity of the proposed budgeted costs.
- b. Discuss how the number of project-funded staff, their proposed duties, and time commitments are sufficient to achieve the proposed services and activities.
- c. Include wage and/or salary justifications, including but not limited to:
  - ii. How salary rates or ranges were determined.
  - iii. Explain any cost of living, merit or other salary adjustments that are included in the personnel line item. Explain how the amount of each adjustment was determined and explain the frequency or interval at which the adjustment is to be granted. This only applies if the personnel expense line item includes merit increases, cost of living, or other salary adjustments.
- d. Fringe benefit explanation. This requirement only applies if fringe benefit expenses are budgeted.
- e. Identify and/or explain the expenses that make up fringe benefit costs. Typical fringe benefit costs can include worker's compensation insurance; unemployment insurance, health, dental, vision and/or life insurance; pension plan/retirement benefits; etc.

- f. If applicable, identify any positions that do not earn fringe benefits and/or that receive different benefit levels.
- g. Subcontractor/independent consultant use and fees/rates and costs. This requirement only applies if subcontractor (including independent consultant) costs are budgeted.
- h. Discuss the necessity of using each subcontractor and/or independent consultant. Explain what contributions their services and expertise will add to the funded project.
- i. Provide a justification for the fees/wages budgeted for known/pre-identified subcontractors (including independent consultants). Include information, such as, but not limited to, the subcontractor's or consultant's current pay rate, past wage/salary/fee history, standard industry rates paid for comparable/similar services. If applicable, explain other factors used to determine the proposed pay levels such as notoriety in a specific field, possession of expert credentials, etc. that explain the reasonableness of the proposed costs/fees or wage rates.
- j. For unknown/unidentified subcontractors (including consultants), explain how the budgeted amount for each proposed subcontracted activity or function was determined.

16. Travel expense justification/explanation. This requirement only applies if travel expenses are budgeted.

- a. If proposed travel expenses equal \$25,000 or more in any budget period, itemize all major travel and per diem expenses. At a minimum, include an estimated number of trips, to and from destinations, length of travel per trip (i.e., number of days and nights), number of travelers, and mode of transportation.
- b. Travel reimbursement may not generally exceed the current rates paid to non-represented State employees (Excluded). Rates can be found at the following Cal HR website <https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>
- c. State employees receive discounted lodging rates in many areas. In justifying per diem costs, indicate if the Proposer does not have access to the same discounted rates offered to State employees.
- d. If travel expenses are less than \$25,000 in any budget period, briefly explain how the proposed travel costs were determined.
- e. If the Contractor is unable to obtain lodging at the excluded employee rate, the Contractor shall request preapproval from the Contract Manager for lodging rates that exceed the allowable rates. Preapproval of excess lodging rates requires the Contractor to complete and submit CalRecycle form 151. The form requires a written justification and supporting documentation including a minimum of three (3) lodging quotes to validate the excess lodging rate. The Contract Manager will notify the Contractor of their decision in writing. Excess lodging that is not preapproved will not be reimbursed.

17. Other costs explanation. This requirement only applies if “Other costs” are budgeted.
  - a. Itemize each expense item making up the “Other Costs” line item.
  - b. Explain why each expense item is necessary. Also, explain how the amount of each expense was determined.
  - c. If any services or deliverables are offered on a fixed price or lump sum basis, explain how the price or cost was determined.
  
18. Include, at the Proposer’s option, any other information that will assist CalRecycle to understand how the proposed costs were determined and why the proposed costs are reasonable, justified, and/or competitive. Unless discussed elsewhere within this section, explain any unusually high or disproportionate cost elements appearing in any budget line item.

### **Travel and Per Diem**

All travel must be pre-approved by the Contract Manager. Only the least costly travel method (for example, personal car, rental car, or air travel) will be reimbursed. When determining the least costly travel method, the Contractor should take into consideration not only direct expenses, but also the time billed. If the Contractor is unsure what least costly method may be, he or she shall consult with the Contract Manager. All 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. At the time of the RFP(S) release, the rates listed below apply. However, they are subject to change and the Contractor will be held to the State per diem rates in effect at the time of travel. Per diem (lodging, meals, and incidentals) will not be reimbursed for travel within 50 miles of Contractor’s headquarters.

- Lodging (receipts required) per day:

All counties/cities located in California (except as noted below):

Actual lodging expense, supported by a receipt, up to \$90 per night, plus tax and mandatory fees.

Napa, Riverside, and Sacramento Counties:

Actual lodging expense, supported by a receipt, up to \$95 per night, plus tax and mandatory fees.

Marin:

Actual lodging expense, supported by a receipt, up to \$110 per night, plus tax and mandatory fees.

Los Angeles, Orange, and Ventura Counties and Edwards AFB, excluding the City of Santa Monica:

Actual lodging expense, supported by a receipt, up to \$120 per night, plus tax and mandatory fees.

Monterey, San Diego Counties:

Actual lodging expense, supported by a receipt, up to \$125 per night, plus tax and mandatory fees.

Alameda, San Mateo, and Santa Clara Counties:

Actual lodging expense, supported by a receipt, up to \$140 per night, plus tax and mandatory fees.

City of Santa Monica:

Actual lodging expense, supported by a receipt, up to \$150 per night, plus tax and mandatory fees.

San Francisco:

Actual lodging expense, supported by a receipt, up to \$250 per night, plus tax and mandatory fees.

- Meals (actual expense) (up to \$7 for breakfast, \$11 for lunch and \$23 for dinner) – up to a maximum of \$41 per day
- Incidentals – up to a maximum of \$5 per day.
- Coach airfare, mid-size/economy rental cars, parking, and fuel – actual costs verified by bills or receipts. Expenses for rental car insurance, fuel for rental cars purchased from the rental car company, and additional air travel expenses such as preferred boarding, will not be reimbursed. First Class or Business Class air travel is not allowed. Airport parking must be at the most economical rate. Expenses for one-way rental car expenses (i.e., charges for returning a rental car to a location other than that from which it was rented) will only be reimbursed if preapproval is given by the Contract Manager prior to the expense being incurred.
- Personal Vehicle Use for travel is reimbursed at \$0.665 per mile; however, fuel will not be reimbursed if a personal vehicle is used.

If the Contractor is unable to obtain lodging at the excluded employee rate, the Contractor shall request preapproval from the Contract Manager for lodging rates that exceed the allowable rates. Preapproval of excess lodging rates requires the Contractor to complete and submit CalRecycle form 151. The form requires a written justification and supporting documentation including a minimum of three lodging quotes to validate the excess lodging rate. The Contract Manager will notify the Contractor of their decision in writing. Excess lodging that is not preapproved will not be reimbursed.

## Section V Evaluation and Selection

### Introduction

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

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

The Proposer's submittals that pass this review will be forwarded to the evaluation team.

### Selection Process

The evaluation team will individually and/or as a team review, evaluate and numerically score all Proposals passing the Pre-Qualification Evaluation, utilizing the following scoring system to assign points. Following this chart is a list of the considerations that the evaluation team may consider when assigning individual points to a technical Proposal.

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

In assigning points for individual rating factors, the evaluation team may consider issues including, but not limited to, the extent to which a Proposal response:

1. Is lacking information, lacking depth or breadth, or lacking significant facts and /or details, and or;
2. Is fully developed, comprehensive and has few, if any, weaknesses, defects, or deficiencies, and or;
3. Demonstrates that the Proposer understands CalRecycle’s needs, the services sought, and/or the Contractor’s responsibilities, and/or;
4. Illustrates the Proposer’s capability to perform all services and meet all scope of work requirements, and/or;
5. If implemented, will contribute to the achievement of CalRecycle’s goals and objectives, and/or;
6. Demonstrates the Proposer’s capacity and/or commitment to exceed regular services.

Responses which only restate, or paraphrase information found in the RFP(S) will receive 0 or 1 points.

Below are the point values for each rating category that will be scored.

- 1) Each subcategory of a proposal, excluding the Cost section, will be scored on a scale of 0 to 3. The overall rating categories and their point values are shown below. Some subcategories are weighted, and the scores for those subcategories will be multiplied by a weighting factor shown in Attachment D. For individual subcategory descriptions refer to Attachment D.

| <u>Rating Category</u> | <u>Maximum Points</u> |
|------------------------|-----------------------|
| Experience/Methodology | 48                    |
| Cost Points            | 21                    |
| Maximum Total          | 69                    |

- 2) CalRecycle will consider a proposal technically deficient and non-responsive if the proposal earns a score that is less than 34 of the 48 points of the Experience/Methodology.

The Proposal Evaluation criteria listed specifies the total number of points available for each requirement. Using the Scoring Methodology, the evaluation team will determine the number of points to be awarded to each requirement and multiply that by the multiplier for that requirement to determine the score.

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 approximately 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*

The total proposed cost identified in Attachment C will be the basis for the award of Cost Points.

**Grounds for Rejection**

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

Additionally, a Proposal may be rejected if any of the following apply:

- 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(S)
- 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 report from the State
- Any items required by the RFP(S) are not included with the submittal

No Proposal may be rejected arbitrarily or without reasonable cause.

**Award of Contract**

Award of this Contract will be to the highest-ranking responsible Proposer meeting all the RFP(S) requirements.

In the event of a tie, CalRecycle may utilize a tiebreaker to determine the winning Proposer. The tiebreaker will be determined based on which Proposer has the most SB and DVBE participation identified in the Proposal package.

CalRecycle reserves the right not to award a Contract.



**Notice of Intent to Award**

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

Notice of the intent to award will be posted on CalRecycle's website at <https://www2.calrecycle.ca.gov/Contracts/Current/> and at the headquarters building noted in Section I. It is the Proposer's responsibility to check one of these locations for a copy of the Notice of Intent to Award.

**Rejection of Award**

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

CalRecycle reserves the right to disqualify the awardee and award the Contract to the next highest ranked Proposer.

**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 after the notice of intent to award the contract, but before the actual award.

Within five (5) calendar 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 Contract 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 two parties:

- 1) Department of Resources Recycling and Recovery  
Attn: Contracts Unit  
1001 I Street, MS-19A  
Sacramento, CA 95814  
Fax (916) 319-7345  
Email [contracts@calrecycle.ca.gov](mailto:contracts@calrecycle.ca.gov)
  
- 2) Department of General Services  
Office of Legal Services  
Attention: Bid Protest Coordinator  
707 Third Street, 7<sup>th</sup> Floor, Suite 7-330  
West Sacramento, CA 95605  
Bid Protest Coordinator Email address: [OLSProtests@dgs.ca.gov](mailto:OLSProtests@dgs.ca.gov)

## Section VI Definition and Terms

### General

Unless the context otherwise requires, wherever in this RFP(S) 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  |
| CALEPA     | California Environmental Protection Agency   |
| CALRECYCLE | Department of Resources Recycling and Recovery   |
| CCR        | California Code of Regulations   |
| DVBE       | Disabled Veteran Business Enterprise   |
| EPA        | Environmental Protection Agency (Federal Government)   |
| GC         | Government Code  |
| 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) |

### Cal EPA

The California Environmental Protection Agency

### CalRecycle Staff

Staff of the Department of Resources Recycling and Recovery involved in the implementation of this contract or representatives of Consultant to the Department of Resources Recycling and Recovery as designated in the Work Orders.

### Consultant

The person or persons, firm, partnership, corporation, or combination thereof, which may enter into this Contract with CalRecycle to provide work pursuant to this RFP(S) 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; 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(S), 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.

**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 Director of CalRecycle, or his/her designees. Any references to Executive Officer shall mean the 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 Holiday**

Those days designated as State holidays in the Government Code.

**Project Manager**

Contractor's representative for all work performed under this Contract. All official correspondence, reports, submittals, billings, and other work done under this Contract shall be reviewed and signed by the Project Manager prior to submittal to CalRecycle.

**Scope of Work**

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

**Small Business (Certified)**

A business 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 Contract 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.

**Section VII Required Forms**

This section contains both required forms and links to additional required forms that shall be completed and submitted. Firms are advised that this is not an inclusive list of supporting documentation that must be submitted. As a courtesy, a checklist of required items is provided in the Attachments section of this document.

Client References

Contractor Status Form

Bidder Declaration Form

DVBE Declaration DGS PD 843

Contractor Certification Clauses

Darfur Contracting Act Certification

California Civil Rights Laws Certification

## Client References

List at least three (3) client references that can attest to the firm'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 your submittal. Duplicate and attach additional pages as necessary.

### **FIRM'S / 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

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|                |      |       |          |
|----------------|------|-------|----------|
| Street Address | City | State | Zip Code |
|----------------|------|-------|----------|

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

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

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Brief Description of Service Provided

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If three references cannot be provided, explain why:

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Contractor Status Form

Contractor's Name: \_\_\_\_\_ County: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Federal Employer Identification Number: \_\_\_\_\_

**STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS**

Individual     Limited Partnership     General Partnership     Corporation     Other

If Individual or sole proprietorship, state the true name of sole proprietor: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If a Corporation, state place and date of incorporation: \_\_\_\_\_

President: \_\_\_\_\_ Vice President: \_\_\_\_\_

Secretary: \_\_\_\_\_ Treasurer: \_\_\_\_\_

Other Officer: \_\_\_\_\_ Other Officer: \_\_\_\_\_

Provide explanation if claiming Other:  
\_\_\_\_\_  
\_\_\_\_\_

**SMALL BUSINESS PREFERENCE**

Are you claiming preference for small 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 PROPOSAL WILL BE REJECTED**

Below are the links to five additional required forms to be completed and submitted as part of the Proposal.

**Bidder Declaration**

Bidder must complete and submit the Bidder Declaration form available at:

<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

Bidders shall list the name and location of all subcontractors who will be employed, the kind of work which each will perform, and the percentage of the total bid that will be paid to each in the completion of the work.

For Bidders who are Certified SB and/or DVBE, Bidder shall indicate their certification by completing item 1(a).

For Bidders using subcontractors to meet the SB and DVBE requirements the Bidder shall complete item 2(b) and include the listed subcontractor's Office of Small Business and DVBE Services (OSDS) certification number and certify that the subcontractor will perform a commercially useful function.

Failure to submit this form with the proposal will result in the proposal being considered non-responsive.

**Disabled Veteran Business Enterprises Declarations (DGS PD 843)**

Bidder must complete the Disabled Veteran Business Enterprise Declarations (DGS PD 843) form available at: [https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd\\_843.pdf](https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd_843.pdf) to fulfill the DVBE Declaration requirement. List all Disabled Veteran Business Enterprise (DVBE) Subcontractor firms involved with this contract that will provide materials, supplies, services, or equipment {Military and Veterans Code Section 999.2}.

Failure to submit this form with the proposal will result in the proposal being considered non-responsive.

**Contractor Certification Clauses (CCC 04/2017)**

Bidders must complete and submit CCC's included by reference and available for download at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

An Agreement entered into by the State of California will include by reference the Contractor Certification Clauses (CCC).

Failure to submit this form with the proposal will result in the proposal being considered non-responsive.

**Iran Contracting Act (PCC 2202-2208)**

Bidders must complete and submit the Iran Contracting Act Certification included by reference and available for download at: [http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD\\_3.pdf](http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_3.pdf)

Pursuant to the Iran Contracting Act of 2010 (PCC sections 2200 through 2208, "the Act"), a Person, as defined in the Act, is ineligible to bid on, submit a proposal for, enter into, or renew any contract with the state for goods or services of one million dollars (\$1,000,000) or more if the Person engages in investment activities in Iran, as defined in the Act. Prior to submitting a bid or proposal and prior to executing any state contract or renewal for goods or services of one million dollars (\$1,000,000) or more, a person must complete and return the attached IRAN Contract Act Certification form with its proposal certifying that it is not on the list of ineligible vendors prohibited from doing business with the State of California.

Failure to submit this form with the proposal will result in the proposal being considered non-responsive.



### **Darfur Contracting Act**

Bidder must complete, as instructed, and submit the Darfur Contracting Act included by reference and available at: [http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD\\_1.pdf](http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_1.pdf)

PCC section 10475 through 10481 apply to any company that currently or within the previous three (3) years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either: a) not a scrutinized company or b) a scrutinized company that has been granted permission by the DGS to submit a proposal.

A scrutinized company is a company doing business in Sudan, as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services (PCC section 10477(a)) unless written permission from the Director of DGS to bid on this procurement has been granted (PCC section 10477(b)).

Failure to submit this form with the proposal will result in the proposal being considered non-responsive.

### **California Civil Rights Laws Certification**

Bidders must complete and submit the California Civil Rights Laws Attachment included by reference and available at: [https://www.dgs.ca.gov/-/media/divisions/pd/acquisitions/solicitation\\_document\\_attachments/California\\_civil\\_rights\\_law.pdf](https://www.dgs.ca.gov/-/media/divisions/pd/acquisitions/solicitation_document_attachments/California_civil_rights_law.pdf)

Pursuant to PCC section 2010, any Bidder entering into or renewing a contract over one hundred thousand dollars (\$100,000) on or after January 1, 2017, must certify that they are in compliance with:

- the Unruh Civil Rights Act (Section 51 of the Civil Code).
- the California Fair Employment and Housing Act (Chapter 7 (commencing with section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

Failure to submit this completed form with the Statement of Qualifications will result in the Statement of Qualifications being considered non-responsive.

## **Attachments**

**Attachment A - Small Business Subcontractor Payment Certification**

As Contractor of record for the Department of Resources Recycling and Recovery, Contract number \_\_\_\_\_, I certify, in accordance with Government Code 14841, upon completion of a public contract for which a commitment to achieve small business participation goals was made, the Contractor shall report to the awarding department the actual percentage of small business (SB) participation that was achieved. I understand certification must be made to the Department of Resources Recycling and Recovery within 60 days of receiving final payment under this Agreement. I further understand and acknowledge that falsification of this Certification may result in the imposition of civil or criminal penalties for not less than \$2,500 or more than \$25,000 for each violation.

*Please copy this form to include as many SB BE firms, as necessary. Authorized signatures and information are required on each separately submitted form. Return to: Department of Resources Recycling and Recovery, Contracts Unit- MS 19-A, Attn: SB/DVBE Advocate, P.O. Box 4025, Sacramento, CA 95812-4025 or to [contracts@calrecycle.ca.gov](mailto:contracts@calrecycle.ca.gov) with "Attn: SB/DVBE Advocate" and the RFP(S) number in the Subject line.*

|   |   |                                     |  |
|---|---|-------------------------------------|--|
| <b>State Department Name</b>                              | Department of Resources Recycling and Recovery<br>1001 I Street, Sacramento, CA 95814 |                                     |  |
| <b>Dept. Contact Name, Phone#</b>                         |   |                                     |  |
| <b>Prime Contractor Name</b>                              |   | <b>FEIN Number:</b>                 |  |
| <b>Prime Contractor Contact (Address, Phone #, Email)</b> |   |                                     |  |
| <b>Date Contract Entered:</b>                             |   | <b>Date Contract Completed:</b>     |  |
| <b>Total Amount Received Under this Contract</b>          | \$  | <b>Date Final Payment Received:</b> |  |

List all Certified Small Business Subcontractor firms involved with this contract.

| <b>SB Subcontractor</b> | <b>Street Address, City, State, Zip</b> | <b>Amount Paid</b> | <b>Participation Achieved</b> |
|-------------------------|---|--------------------|-------------------------------|
|                         |   |                    | %                             |
|                         |   |                    | %                             |
|                         |   |                    | %                             |

|                     |  |                     |  |
|---------------------|--|---------------------|--|
| <b>Printed Name</b> |  | <b>Signature:</b>   |  |
| <b>Title:</b>       |  | <b>Report Date:</b> |  |

## **Attachment B - Disabled Veteran Business Subcontractor Payment Certification**

The Contractor is required to use the DGS Standard Form 817 (STD817) located at: <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std817.pdf> to fulfill the reporting and certification of requirement. List all Disabled Veteran Business Enterprise (DVBE) Subcontractor firms involved with this contract. *Upon contract completion, return to: Department of Resources Recycling and Recovery, Contracts Unit- MS 19-A, Attn: SB/DVBE Advocate, P.O. Box 4025, Sacramento, CA 95812-4025 or to [contracts@calrecycle.ca.gov](mailto:contracts@calrecycle.ca.gov) with "Attn: SB/DVBE Advocate" and the RFP(S) number in the Subject line.*

**Attachment C - Cost Proposal Worksheet  
Public Education and Change Campaign for the Circular Economy and Zero Waste, DRR23049**

Complete this form and submit the original in accordance with the requirements of this RFP(S). Add additional rows as necessary. Any invoices submitted by Contractor will identify line-item costs and corresponding Scope of Work (SOW) section.

Contractor/Company Name: \_\_\_\_\_

**A. Chart 1 – Direct Labor Costs**

| Name and Title             |                       | Project Role        | Hourly Rate                |
|----------------------------|-----------------------|---------------------|----------------------------|
|                            |                       |                     |                            |
|                            |                       |                     |                            |
|                            |                       |                     |                            |
| <b>Deliverable</b>         | <b>Expected Dates</b> | <b>Project Role</b> | <b>Total Service Hours</b> |
| SOW Section                | XX/XX – XX/XX         | Project Manager     | 60                         |
| 0.0 Example                |                       | \$XX.XX             | \$XX.XX                    |
|                            |                       |                     |                            |
| <b>Total Direct Labor:</b> |                       | \$XX.XX             |                            |

**B. Chart 2 – Direct Costs**

| Direct Cost Type  | Calendar Year 1 (Dollar Spend) | Calendar Year 2 (Dollar Spend) |
|---|--------------------------------|--------------------------------|
| Net Media Buy Estimate  |                                |                                |
| Contractor Fees on Net Media Buys (Not to exceed 10-percent Media Buy Markup) |                                |                                |
| <b>Total Direct Costs</b>   |                                |                                |

**C. Chart 3 – Subcontractor’s Chart**

| Subcontractor’s Name               | Calendar Year 1 (Dollar Spend) | Calendar Year 2 (Dollar Spend) |
|------------------------------------|--------------------------------|--------------------------------|
|                                    |                                |                                |
| <b>Total Subcontractor’s Costs</b> |                                |                                |

**D. Chart 4 – Indirect Costs (not to exceed 10% of total amount)**

| Indirect Cost Type          | Calendar Year 1 (Dollar Spend) | Calendar Year 2 (Dollar Spend) |
|-----------------------------|--------------------------------|--------------------------------|
| Overhead Rate               |                                |                                |
| Fringe Benefit %            |                                |                                |
| <b>Total Indirect Costs</b> |                                |                                |

E. Chart 5 – Cost Summary Grand Total (Year 1 + Year 2)

|                                 |    |
|---------------------------------|----|
| Chart 1 – Direct Labor Costs    | \$ |
| Chart 2 – Direct Costs          | \$ |
| Chart 3 – Subcontractor's Costs | \$ |
| Chart 4 – Indirect Costs        | \$ |
| Cost Summary of Total Costs     | \$ |

Attachment C.1 - Budget Detail Worksheet for Calendar Year 1  
 Public Education and Change Campaign for the Circular Economy and Zero Waste, DRR23049

| Personnel (Title and Classification) | Number of Personnel | SOW Section | % FTE | Rate Per Hour | Number of Hours | Total Amount |
|--------------------------------------|---------------------|-------------|-------|---------------|-----------------|--------------|
|                                      |                     |             |       |               |                 | \$           |
|                                      |                     |             |       |               |                 | \$           |
|                                      |                     |             |       |               |                 | \$           |
|                                      |                     |             |       |               |                 | \$           |
|                                      |                     |             |       |               |                 | \$           |
|                                      |                     |             |       |               |                 | \$           |
| <b>Subtotal</b>                      |                     |             |       |               |                 | \$           |
| <b>TOTAL PERSONNEL</b>               |                     |             |       |               |                 |              |
| Fringe Benefits (% of Personnel)     |                     |             |       |               |                 | \$           |
|                                      |                     |             |       |               |                 |              |
| <b>TOTAL PERSONNEL SERVICES</b>      |                     |             |       |               |                 | \$           |
| <b>Operating Expenses</b>            |                     |             |       |               |                 |              |
| Facility Rental                      |                     |             |       |               |                 | \$           |
| Consumable Office Supplies           |                     |             |       |               |                 | \$           |
| Telecommunications                   |                     |             |       |               |                 | \$           |
| Printing/Duplication                 |                     |             |       |               |                 | \$           |
| Postage and Courier/Delivery         |                     |             |       |               |                 | \$           |
| Equip. Rental/Lease & Maintenance    |                     |             |       |               |                 | \$           |
| Software                             |                     |             |       |               |                 | \$           |
| Travel and Per Diem                  |                     |             |       |               |                 | \$           |
| <b>TOTAL OPERATING EXPENSES</b>      |                     |             |       |               |                 | \$           |
| <b>Other Costs</b>                   |                     |             |       |               |                 |              |
| Subcontractor(s)                     |                     |             |       |               |                 |              |
|                                      |                     |             |       |               |                 |              |
| <b>Indirect Costs _____%</b>         |                     |             |       |               |                 | \$           |
|                                      |                     |             |       |               |                 |              |
| <b>TOTAL BUDGET Year 1</b>           |                     |             |       |               |                 | \$           |

**Attachment C.1.1 - Subcontractor Budget Detail Worksheet for Calendar Year 1  
Public Education and Change Campaign for the Circular Economy and Zero Waste, DRR23049**

| Personnel (Title and Classification)    | Number of Personnel | SOW Section | % FTE | Rate Per Hour | Number of Hours | Total Amount |
|---|---------------------|-------------|-------|---------------|-----------------|--------------|
|   |                     |             |       |               |                 | \$           |
|   |                     |             |       |               |                 | \$           |
|   |                     |             |       |               |                 | \$           |
|   |                     |             |       |               |                 | \$           |
|   |                     |             |       |               |                 | \$           |
|   |                     |             |       |               |                 | \$           |
| <b>Subtotal</b>                         |                     |             |       |               |                 | \$           |
| <b>TOTAL PERSONNEL</b>                  |                     |             |       |               |                 | \$           |
| <b>Fringe Benefits (% of Personnel)</b> |                     |             |       |               |                 | \$           |
|   |                     |             |       |               |                 | \$           |
| <b>TOTAL PERSONNEL SERVICES</b>         |                     |             |       |               |                 | \$           |
| <b>Operating Expenses</b>               |                     |             |       |               |                 |              |
| Facility Rental                         |                     |             |       |               |                 | \$           |
| Consumable Office Supplies              |                     |             |       |               |                 | \$           |
| Telecommunications                      |                     |             |       |               |                 | \$           |
| Printing/Duplication                    |                     |             |       |               |                 | \$           |
| Postage and Courier/Delivery            |                     |             |       |               |                 | \$           |
| Equip. Rental/Lease & Maintenance       |                     |             |       |               |                 | \$           |
| Software                                |                     |             |       |               |                 | \$           |
| Travel and Per Diem                     |                     |             |       |               |                 | \$           |
| <b>TOTAL OPERATING EXPENSES</b>         |                     |             |       |               |                 | \$           |
| <b>Other Costs</b>                      |                     |             |       |               |                 |              |
| Subcontractor(s)                        |                     |             |       |               |                 |              |
| <b>Indirect Costs _____%</b>            |                     |             |       |               |                 | \$           |
| <b>TOTAL BUDGET Year 1</b>              |                     |             |       |               |                 | \$           |



**Attachment C.2 - Budget Detail Worksheet for Calendar Year 2  
Public Education and Change Campaign for the Circular Economy and Zero Waste, DRR23049**

| Personnel (Title and Classification) | Number of Personnel | SOW Section | % FTE | Rate Per Hour | Number of Hours | Total Amount       |
|--------------------------------------|---------------------|-------------|-------|---------------|-----------------|--------------------|
|                                      |                     |             |       |               |                 | \$                 |
|                                      |                     |             |       |               |                 | \$                 |
|                                      |                     |             |       |               |                 | \$                 |
|                                      |                     |             |       |               |                 | \$                 |
|                                      |                     |             |       |               |                 | \$                 |
|                                      |                     |             |       |               |                 | \$                 |
|                                      |                     |             |       |               |                 | \$                 |
| <b>Subtotal</b>                      |                     |             |       |               |                 | \$                 |
| <b>TOTAL PERSONNEL</b>               |                     |             |       |               |                 |                    |
| Fringe Benefits (% of Personnel)     |                     |             |       |               |                 | \$                 |
|                                      |                     |             |       |               |                 |                    |
|                                      |                     |             |       |               |                 |                    |
| <b>TOTAL PERSONNEL SERVICES</b>      |                     |             |       |               |                 | \$                 |
| <b>Operating Expenses</b>            |                     |             |       |               |                 |                    |
| Facility Rental                      |                     |             |       |               |                 | Total Amount<br>\$ |
| Consumable Office Supplies           |                     |             |       |               |                 | \$                 |
| Telecommunications                   |                     |             |       |               |                 | \$                 |
| Printing/Duplication                 |                     |             |       |               |                 | \$                 |
| Postage and Courier/Delivery         |                     |             |       |               |                 | \$                 |
| Equip. Rental/Lease & Maintenance    |                     |             |       |               |                 | \$                 |
| Software                             |                     |             |       |               |                 | \$                 |
| Travel and Per Diem                  |                     |             |       |               |                 | \$                 |
| <b>TOTAL OPERATING EXPENSES</b>      |                     |             |       |               |                 | \$                 |
| <b>Other Costs</b>                   |                     |             |       |               |                 |                    |
| Subcontractor(s)                     |                     |             |       |               |                 |                    |
|                                      |                     |             |       |               |                 |                    |
|                                      |                     |             |       |               |                 |                    |
| <b>Indirect Costs _____%</b>         |                     |             |       |               |                 | \$                 |
|                                      |                     |             |       |               |                 |                    |
| <b>TOTAL BUDGET Year 1</b>           |                     |             |       |               |                 | \$                 |

**Attachment C.2.2 - Subcontractor Budget Detail Worksheet for Calendar Year 2  
Public Education and Change Campaign for the Circular Economy and Zero Waste, DRR23049**

| Personnel (Title and Classification)    | Number of Personnel | SOW Section | % FTE | Rate Per Hour | Number of Hours | Total Amount |
|---|---------------------|-------------|-------|---------------|-----------------|--------------|
|   |                     |             |       |               |                 | \$           |
|   |                     |             |       |               |                 | \$           |
|   |                     |             |       |               |                 | \$           |
|   |                     |             |       |               |                 | \$           |
|   |                     |             |       |               |                 | \$           |
|   |                     |             |       |               |                 | \$           |
| <b>Subtotal</b>                         |                     |             |       |               |                 | \$           |
| <b>TOTAL PERSONNEL</b>                  |                     |             |       |               |                 | \$           |
| <b>Fringe Benefits (% of Personnel)</b> |                     |             |       |               |                 | \$           |
|   |                     |             |       |               |                 | \$           |
| <b>TOTAL PERSONNEL SERVICES</b>         |                     |             |       |               |                 | \$           |
| <b>Operating Expenses</b>               |                     |             |       |               |                 |              |
| Facility Rental                         |                     |             |       |               |                 | \$           |
| Consumable Office Supplies              |                     |             |       |               |                 | \$           |
| Telecommunications                      |                     |             |       |               |                 | \$           |
| Printing/Duplication                    |                     |             |       |               |                 | \$           |
| Postage and Courier/Delivery            |                     |             |       |               |                 | \$           |
| Equip. Rental/Lease & Maintenance       |                     |             |       |               |                 | \$           |
| Software                                |                     |             |       |               |                 | \$           |
| Travel and Per Diem                     |                     |             |       |               |                 | \$           |
| <b>TOTAL OPERATING EXPENSES</b>         |                     |             |       |               |                 | \$           |
| <b>Other Costs</b>                      |                     |             |       |               |                 |              |
| Subcontractor(s)                        |                     |             |       |               |                 |              |
| <b>Indirect Costs _____%</b>            |                     |             |       |               |                 | \$           |
| <b>TOTAL BUDGET Year 1</b>              |                     |             |       |               |                 | \$           |

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**Acknowledgement/Authorization**

The undersigned acknowledges the submittal of this Proposal constitutes an irrevocable offer for a ninety (90) day period for CalRecycle 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 the requirements set forth in CalRecycle 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 CalRecycle in verification of the recitals comprising this Proposal and hereby authorizes CalRecycle to contact such persons, firms, etc., 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.

Contractor Name: \_\_\_\_\_ Address: \_\_\_\_\_

City, State  
Zip: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Name & Title of Authorized Representative: \_\_\_\_\_ Email: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_ Date Signed: \_\_\_\_\_

If fringe benefits and/or overhead are not specifically itemized in all of the Cost Proposal Worksheets and if the Proposer inserts a \$0, the Proposer shall explain why these line items are not itemized. A blank space for either fringe benefits or overhead will be grounds for immediate disqualification.

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**Attachment D - Proposal Scoring Sheet**  
**Public Education and Change Campaign for the Circular Economy and Zero Waste,**  
**DRR23049**

Contractor/Company Name: \_\_\_\_\_

**Proposer must score a minimum of 34 points in the Methodology and Qualifications category in order to qualify for further consideration.**

| <b>Methodology and Qualifications</b>  | <b>Score</b> |
|--|--------------|
| <b>A. Cover Letter (3 pts. max.)</b>   |              |
| Contractor meets all requirements of the Cover Letter and sufficiently demonstrates company viability, financial stability, and ability to carry Campaign costs for up to 90 days. (0-3 Points)  |              |
| <b>B. Background and Experience (9 pts. max.)</b>  |              |
| Demonstrates expertise and a successful track record in providing similar services on two to three Campaigns within the past three years. Clearly describes Campaign goals, audience(s) reached, work performed, budget and results achieved. (0-3 Points)   |              |
| Provides samples of Campaign materials or professional work products developed within the last five years, that are of high quality and further demonstrates Contractor's skill, creativity, talent, and experience. (0-3 Points)  |              |
| Contractor demonstrates their expertise in developing successful branding Campaigns. (0-3 Points)  |              |
| <b>C. Staff (9 pts. max.)</b>  |              |
| Qualifications and experience of Contractor's senior-level staff and lead day-to-day contact meet the requirements outlined in the RFP(S), including demonstrated experience reaching the Campaign's target audiences and/or experience working with partner organizations to reach diverse audiences. (0-3 Points)                            |              |
| Qualifications and experience of Contractor's other staff members meet the requirements outlined in the RFP(S). (0-3 Points)   |              |
| Contractor outlined a clear and sufficient project management structure and organizational chart indicating the internal reporting structure for all personnel involved with the Campaign, including Subcontractors. (0-3 Points)  |              |
| <b>D. Subcontractors (3 pts. max.)</b>   |              |
| Qualifications and experience of Contractor's Subcontractors meet the requirements outlined in the Proposal, including demonstrated experience reaching the Campaign's target audiences. A clear plan has been established to integrate subcontractors reaching diverse audiences into the day-to-day activities of the Campaign. (0-3 Points) |              |
| <b>E. Workplan (18 pts. max.)</b>  |              |
| Contractor demonstrates a clear understanding of Campaign objectives, key Campaign timeframes and target audiences. (0-3 Points)   |              |
| Provides a messaging strategy that is clear and concise. (0-3 Points)  |              |
| Demonstrates innovative, creative and effective strategies and tactics to reach target audiences through suggested services outlined in the RFP(S). (0-3 Points)   |              |
| Provides performance metrics and benchmarks for all recommended strategies and tactics. (0-3 Points)   |              |

|   |  |
|---|--|
| Provides quality creative concepts that are modern in approach that successfully meet Campaign objectives and targets the Campaign's audiences. (0-3 Points)                |  |
| Demonstrates experience with ADA/508 compliance and provides a plan to audit and update all Campaign materials regularly. (0-3 Points)                                      |  |
| <b>F. Letters of Recommendation (6 pts. max.)</b>   |  |
| Letters of Recommendation for Contractor demonstrate current and former client's satisfaction with their work on Campaigns similar in scope and magnitude. (0-3 Points)     |  |
| Letters of Recommendation for Subcontractors demonstrate current and former client's satisfaction with their work on Campaigns similar in scope and magnitude. (0-3 Points) |  |
| <b>Subtotal Points (Max 48 points) (Minimum 34 points to qualify)</b>   |  |
| <b>Cost Points (Max 21 points) (30% of total)</b>   |  |
| <b>Total points (69 points possible)</b>  |  |

Preference programs will be applied as indicated in the RFP.

**Attachment E - Sample Standard Agreement**

|  |   |  |           |
|--|---|--|-----------|
| STATE OF CALIFORNIA-DEPARTMENT<br>OF GENERAL SERVICES<br><b>STANDARD AGREEMENT</b><br>STD 213 (Rev. 04/2020)   | AGREEMENT<br>NUMBER<br>DRR23049   | PURCHASING AUTHORITY<br>NUMBER (If Applicable) |           |
| 1. This Agreement is entered into between the Contracting Agency and the Contractor named below:   |   |  |           |
| CONTRACTING AGENCY NAME:<br>Department of Resources Recycling and Recovery   |   |  |           |
| CONTRACTOR NAME:<br>TBD  |   |  |           |
| 2. The term of this Agreement is:  |   |  |           |
| START DATE:<br>January TBD, 2024 or Upon DGS Approval, whichever is later  |   |  |           |
| THROUGH DATE:<br>December 2025, with one (1) optional one (1) year extension   |   |  |           |
| 3. The maximum amount of this Agreement is:<br>\$12,500,000.00 (Twelve million five hundred thousand dollars and zero cents)   |   |  |           |
| 4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made part of this Agreement:   |   |  |           |
| Exhibits   | Title   | Pages  |           |
| Exhibit A  | Scope of Work   |  |           |
| Exhibit B  | Budget Detail and Payment Provisions  |  |           |
| Exhibit B-1  | Attachment 1, Cost Sheet  | TBD  |           |
| Exhibit C*   | General Terms and Conditions  | 04/2020  | Online    |
| Exhibit D  | Special Terms and Conditions  |  |           |
|  | Attachment 1, Recycled Content Certification  |  |           |
| Exhibit E**  | Request for Proposals, Secondary (RFP(S)), DRR23049   |  |           |
| Exhibit F**  | Proposal from TBD, in response to RFP(S), DRR23049<br>Items shown with double asterisks (**), are hereby incorporated by reference and made part of this agreement as if attached hereto. |  |           |
| Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <a href="https://www.dgs.ca.gov/OLS/Resources">https://www.dgs.ca.gov/OLS/Resources</a> |   |  |           |
| IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO   |   |  |           |
| <b>CONTRACTOR</b>  |   |  |           |
| CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)<br>TBD   |   |  |           |
| CONTRACTOR BUSINESS ADDRESS:   |   | CITY   | STATE ZIP |
| PRINTED NAME OF PERSON SIGNING   |   | TITLE  |           |
| CONTRACTOR AUTHORIZED SIGNATURE  |   | DATE SIGNED                                    |           |

Attachment E – Sample Standard Agreement

|  |  |  |     |  |
|--|--|--|-----|--|
| STATE OF CALIFORNIA-DEPARTMENT<br>OF GENERAL SERVICES<br><b>STANDARD AGREEMENT</b><br>STD 213 (Rev. 04/2020) | AGREEMENT<br>NUMBER<br>DRR23049          | PURCHASING AUTHORITY<br>NUMBER (If Applicable) |     |  |
| <b>STATE OF CALIFORNIA</b>   |  |  |     |  |
| CONTRACTING AGENCY NAME<br>Department of Resources Recycling and Recovery                                    |  |  |     |  |
| CONTRACTING AGENCY ADDRESS   | CITY                                     | STATE  | ZIP |  |
| PRINTED NAME OF PERSON SIGNING<br>Brandy Hunt  | TITLE<br>Deputy Director, Administration |  |     |  |
| CONTRACTING AGENCY AUTHORIZED<br>SIGNATURE   | DATE SIGNED                              |  |     |  |
| CALIFORNIA DEPARTMENT OF GENERAL<br>SERVICES APPROVAL  | EXEMPTION (If Applicable)                |  |     |  |

**EXHIBIT A**  
**SCOPE OF WORK**

1. (Contractor) agrees to provide the Department of Resources Recycling and Recovery (CalRecycle), with public education and awareness Campaign services as described herein.
2. The Project Coordinators during the term of this Agreement will be:

CalRecycle Contract Managers

Contractor

Name: Rachel Wagner, Director  
Phone: (916) 341-6313  
Email: [rachel.wagoner@calrecycle.ca.gov](mailto:rachel.wagoner@calrecycle.ca.gov)

Name:  
Phone: ( ) -  
Email: @

Name: Mindy McIntyre  
Title: Chief Deputy Director  
Phone: (916) 341-6114  
Email: [mindy.mcintyre@calrecycle.ca.gov](mailto:mindy.mcintyre@calrecycle.ca.gov)

Name: Erin Rodriguez  
Title: Deputy Director Legislative Affairs  
Phone: (916) 341-6071  
Email: [erin.rodriquez@calrecycle.ca.gov](mailto:erin.rodriquez@calrecycle.ca.gov)

Name: Clara Vazeix  
Title: Deputy Director Policy Development and Analysis Office  
Phone: (916) 324-6742  
Email: [clara.vazeix@calrecycle.ca.gov](mailto:clara.vazeix@calrecycle.ca.gov)

Name: Maria West  
Title: Deputy Director Office of Public Affairs  
Phone: (916) 341-6625  
Email: [maria.west@calrecycle.ca.gov](mailto:maria.west@calrecycle.ca.gov)

Name: Katrina Leni-Konig  
Title: Deputy Director Environmental Justice, Education and Tribal Affairs  
Phone: (916) 323-5495  
Email: [katrina.leni-konig@calrecycle.ca.gov](mailto:katrina.leni-konig@calrecycle.ca.gov)

Direct all Agreement inquiries to:

CalRecycle Contract Analyst

Contractor

Contracts Unit  
Attention: Felix Valencia  
Address: 1001 I St., MS 19-A

Attention: TBD  
Address:



Sacramento, CA 95814

Phone: (916) 341-6779

Email: [felix.valencia@calrecycle.ca.gov](mailto:felix.valencia@calrecycle.ca.gov)

Phone: ( ) -

Email: @

### 3. Background

- A. In the United States, the focus on zero waste and achieving a circular economy is radically increasing. California is taking the lead by working with zero waste initiatives and re-thinking products and services. It is the mission of CalRecycle to protect California’s environment and climate for the health and prosperity of future generations through the reduction, reuse and recycling of California resources, environmental education, disaster recovery and the transition from a disposable to a fully circular economy.
- B. The circular economy is an economic system based on reuse and regeneration of materials or products, especially as a means of continuing production in a sustainable and environmentally friendly way. This ensures that materials never become waste and nature is regenerated. In a circular economy, products and materials are kept in circulation through processes like maintenance, reuse, refurbishment, remanufacture, and composting. The circular economy tackles climate change and other global challenges, like biodiversity loss, waste, and pollution, by decoupling economic activity from the consumption of finite resources.
1. The circular economy is based on three principles, driven by design:
    - a. Eliminate waste and pollution.
    - b. Circulate products and materials (at their highest value)
    - c. Regenerate nature
- C. Simply put, a linear economy is not sustainable. In this system, waste is the end point of a product's life cycle. Because of this, all kinds of waste are now threatening our ecosystems: plastic waste, textile waste, food waste, electronic waste, construction waste; just to name a few.



- D. The concept of a circular economy can seem confusing or even completely new to Californians. Therefore, there is a critical need to create awareness, while also educating and informing Californians on how they can integrate zero waste practices into their daily lives. From awareness, this effort should affect change among key audiences in California as they integrate zero waste behaviors into the way they think and the actions they take in their daily lives.
- E. The Campaign should inspire and educate Californians on specific measures they can take to participate in zero waste behaviors. In fact, by simply making small changes to consumption habits,

Californians can contribute to a more sustainable future: Choose products made from recycled or upcycled materials, embrace the sharing economy, buy products with a long lifespan, avoid single-use products and practice a new way of consumption.

- F. It is the goal of CalRecycle to create awareness among all Californians with this effort on the importance of a circular economy and zero waste and providing specific information on how residents can make it a way of life. However, it is the intention of CalRecycle that as the culture shift progresses, there will be measurable impact to the behaviors of Californians as well.
- G. CalRecycle understands the importance of segmenting audiences to create impact among groups where recycling is most likely to happen. Based on past research, audiences for this effort will be prioritized as follows:
  - 1. Homeowners in jurisdictions that use curbside recycling and organics waste recycling bins.
  - 2. Residents of multi-family buildings.
  - 3. Business owners.
  - 4. Spanish and English-as-a-second language speakers.
  - 5. Other key multicultural audiences reflect the state's ethnic groups.

#### 4. Work To Be Performed

The Contractor shall:

- A. Provide CalRecycle with expertise in creating change through managing statewide branding and awareness Campaigns to develop and execute marketing, outreach, media relations, social media, and paid advertising plans.
- B. Provide a wide range of services including advertising buys, creative concepts and production, project management, copywriting, editing, translations, website design and management, social media strategies and management, quantitative and qualitative research, collateral material development and distribution, community/faith-based/legislative outreach, media relations, outreach strategies and implementation in disadvantaged communities and K-12 schools, strategic state and business partnership development and management, and video production.
- C. Work with all parties involved as a cohesive team based on the complexity of the Campaign. All work shall be closely coordinated with and approved by the Contract Manager and CalRecycle's Web Team. All materials and website content produced for the Campaign must conform to the United States Section 508 Standards for Information and Communication Technology and Web Content Accessibility Guidelines (WCAG) 2.2 Level A and AA (beginning July 1, 2022) and California Government Codes Section 7405 and Section 11135.
- D. Designate a Project Manager to communicate and coordinate invoice submission and approval, and coordinate payment of invoices.
- E. Maintain staffing and a full-time office in California.
- F. Ensure daily access to Contractor staff via phone, email, or other communication platform, at no charge to CalRecycle.
- G. Submit monthly progress reports and attend meetings with CalRecycle personnel at intervals determined by CalRecycle.

- H. Inform the CalRecycle Contract Manager or their designee immediately, verbally, with follow-up in writing, of any problems that arise during the term of this Agreement.
- I. Consistently meet due dates on projects and notify the CalRecycle Contract Manager or their designee in writing of any delays in deliverable due dates prior to the stated due date.
- J. Obtain written CalRecycle Contract Manager or their designee approval for detailed workplans, media advertisement buys, reports, acceptance of deliverables, modified timelines or deliverable due dates, and other documentation as determined by the CalRecycle Contract Manager or their designee.
- K. Assume responsibility for any costs associated with making modifications to materials and deliverables necessary to obtain CalRecycle approval.
- L. Refrain from disseminating any written information, materials, or deliverables to the field or public without prior written approval from CalRecycle Contract Manager.
- M. Deliver documents to CalRecycle as follows:
  - 1. Documents requiring approval are delivered in an editable version (e.g., text only Word, PowerPoint)
  - 2. Unless otherwise specified, all final documents will be provided in CalRecycle Contract Manager-approved format, including Microsoft Word, PDF and ADA Compliant.
  - 3. All final documents must include the CalRecycle logo.
  - 4. Ensure all online content meets the standards and guidelines for achieving universal Web accessibility.
  - 5. Deliver data files in a file format that can be imported into excel, SAS, or Microsoft SQL Server, unless otherwise specified. Data files must be accompanied by a file layout indicating field names and descriptions.
  - 6. Provide complete project information and/or documentation to the CalRecycle Contract Manager, on an as needed basis determined by the CalRecycle Contract Manager.
- N. Ensure all contractual qualifications and requirements that apply to the Contractor, also apply to subcontractors and/or independent consultants.
- O. Ensure subcontractors and/or independent consultants meet due dates on projects and provide reasonable turnaround time on projects without jeopardizing the quality of work.
- P. Obtain prior written approval from CalRecycle before substituting key personnel assigned to the Agreement.
- Q. At the conclusion of this agreement, hold a final meeting ninety (90) days before the contract expiration at which Contractor shall present any findings, conclusions, and recommendations. Contractor shall submit a comprehensive final report that includes any outstanding assets or reports.
- R. Contractor shall be responsible for the administrative duties associated with running the Campaign, including but not limited to:
  - 1. Staying up to date on circular economy and zero waste news, resources and trends on a daily basis to provide strategic direction and relevant insights on the Campaign's direction, messaging and activities.

2. Participating in weekly update meetings with the Subcontractors and Contract Managers to review status of Campaign activities and discuss next steps in the workplan.
  3. Updating the workplan on a monthly basis and/or as changes are requested.
  4. Providing CalRecycle and Contract Managers with monthly and year-end progress reports that tie into the goals, objectives and metrics identified in the workplan (including website, social media and advertising analytics) and any other reports as requested.
  5. Providing an annual final report to CalRecycle's Director each April detailing the Campaign's goals, objectives, metrics and progress to-date.
  6. Submitting monthly billing packets to the Contract Managers via email on the 10th business day of each month. The Contractor(s) must adhere to strict billing timelines and procedures as outlined below. Failure to do so will result in a delay of payment. Detailed guidelines and training on billing procedures will be provided by the Contract Managers to the Contractor. Contractor must acknowledge that they understand and are capable of meeting the following requirements:
    - a. Monthly invoices must include a one-page summary of the services provided within that month and the specific outcomes.
    - b. Invoices must include detailed documentation for all hourly services, materials and products being billed by the Contractor and its Subcontractors.
    - c. All invoices, including Subcontractor and third-party invoices, must be reviewed by the Contractor's day-to-day contact and any errors must be corrected before submitting the invoices to the Contract Managers.
    - d. Any invoices not in compliance with the billing guidelines will be returned and will result in delay of payment. This will be a time-consuming task and it is expected that the Contractor has a dedicated staff person in place to help review and correct invoices before they are submitted to the Contract Managers.
    - e. Contractor must acknowledge they already have a billing system/software in place to manage and track the large number of Subcontractor and third-party invoices, receipts and travel reimbursements submitted each month. The contractor's billing system must be flexible enough to quickly make edits when errors are discovered and to split invoices between the three separate Campaign funding sources if deemed necessary by the Contract Managers.
5. CalRecycle Approval Process and Schedule
- A. CalRecycle must approve all materials and/or deliverables developed as a result of this Agreement. Approval/sign-off for any deliverable will be provided only when CalRecycle is satisfied with the deliverable.
  - B. Allow sufficient time for CalRecycle to review materials and/or deliverables and, if necessary, make CalRecycle -directed modifications.
  - C. Not disseminate any written information, materials, or deliverables to the field or public without prior written approval by CalRecycle.
  - D. Unless otherwise specified in this Agreement or agreed to in writing by CalRecycle, the Contractor must:

1. Allow at least ten (10) working days for CalRecycle to review each deliverable.
2. Make all modifications within ten (10) working days from receipt of the changes directed by CalRecycle.
3. Allow CalRecycle at least five (5) working days to review the modified submission.

6. CalRecycle Responsibilities

- A. Designate a CalRecycle Contract Manager to communicate and coordinate invoice submission and approval, and coordinate payment of invoices.
- B. Provide the Contractor with access to appropriate levels of staff, stakeholders, users and department management for successful completion of project activities.
- C. Approve any staffing changes in advance of the change.
- D. Provide approvals to the Contractor in a timely manner regarding key tasks and deliverables, including, but not limited to, the selection of the format, content and design of the printed material, and the selection of alternate deliverables. Approval/sign-off for any deliverable will be provided only when CalRecycle is satisfied with the deliverable.
- E. Approve the Contractor’s workplans, deliverables, and invoices in a timely manner and consistent with state policies and procedures.
- F. Provide the Contractor with CalRecycle background documents and information as needed for research purposes.
- G. Approve delays in deliverable due dates on or before stated due date within the approval period of performance of this Agreement.
- H. Advise the Contractor of any deficiency and notify the Contractor of satisfactory correction action to be implemented within a specified timeframe.

7. Tasks Identified

- A. Under the direction of the CalRecycle Contract Manager, the Contractor shall perform the following duties. The Contractor shall conceptualize, develop, implement, market test, and evaluate the statewide education and change Campaign for recycling, zero waste and a circular economy.
- B. The Contractor shall provide the following deliverables:

| <b>1. Monthly Status Report</b> |  |
|---------------------------------|--|
| 1.1                             | The Contractor shall assign one (1) individual as the Project Manager that will serve as the primary contact for all aspects of the Contract, including work done through subcontractors.  |
| 1.2                             | The Contractor shall participate in a Kick-Off Meeting at a proposed time determined by the CalRecycle Contract Manager to go over goals, objectives, statement of work tasks, expectations, and other information with the CalRecycle team. |
| <b>1. Monthly Status Report</b> |  |

|     |  |
|-----|--|
| 1.3 | <p>The Contractor shall develop a Monthly Status Report that includes at a minimum:</p> <ul style="list-style-type: none"> <li>• Tasks completed (including hours expended)</li> <li>• Tasks in progress</li> <li>• Planned Tasks</li> <li>• Deliverables completed</li> <li>• Risks and Issues</li> <li>• Contract Spend Down</li> </ul>  |
| 1.4 | <p>The Contractor shall meet with the CalRecycle Contract Manager and team to discuss information provided in the Monthly Status Report.</p>   |
| 1.5 | <p>At a minimum, the Contractor will be available to host bi-weekly (once every two week) meetings with the CalRecycle to ensure that the project is on track and that CalRecycle is kept apprised of developments at every step of the way. The Contractor’s senior level staff will work together to manage budgets and timelines, and ensure successful completion of all tasks, subtasks, and deliverables. Additionally, the Contractor shall meet with CalRecycle Contract Manager upon CalRecycle’s request to discuss the scope of services in this SOW. CalRecycle maintains discretion to request additional reporting information necessary to monitor and assess the Contractor’s progress and/or the Contractor’s compliance with this Agreement.</p> |

**2. Strategic Communications Plan**

|     |   |
|-----|---|
| 2.1 | <ol style="list-style-type: none"> <li>1. The Contractor shall develop a strategic, integrated public education and change the media Campaign plan and approach in support of CalRecycle’s goals and objectives to create change and engagement surrounding recycling, zero waste and the circular economy. The Contractor shall develop the Communications Plan within sixty (60) days of contract execution that details the creative strategy and all tasks, activities, and deliverables to successfully meet CalRecycle expectations as outlined in the SOW.</li> <li>2. Recommend, design, implement, and analyze evaluative research for the purpose of refining strategies, evaluating concepts, and measuring results (including work from research briefs) to develop multimedia and public relations recommendations to support the desired Campaign.</li> <li>3. Engage with community-based organizations to focus on zero waste strategies and provide information aimed at increasing access to services.</li> <li>4. Partner with community-based organizations to develop and enhance culturally, linguistically, and age-appropriate Campaign aimed at zero waste and the concept of having a circular economy.</li> <li>5. Develop a Campaign and media activities that are cost efficient and maximize outreach to all target markets based on internal and external research, including presenting market analysis about specific target audiences, market segmentation, most effective media placement recommendations, advertising effectiveness analysis, and the relative merit of selected strategies and messages.</li> <li>6. In consultation with CalRecycle, identify key messages, messengers, channels, and products, based on behavior-change science for each of CalRecycle’s defined goals.</li> </ol> |
|-----|---|

**2. Strategic Communications Plan**

|                                |  |
|--------------------------------|--|
|                                | <ol style="list-style-type: none"> <li>7. Apply a multi-platform and integrated media strategy to maximize effectiveness and be responsive to changes in the media marketplace and consumer behavior, including promoting CalRecycle’s digital and social media efforts.</li> <li>8. Recommend new and emerging digital media and social networking strategies to extend the reach of the Campaign and broaden dissemination of Campaign messages to targeted audiences by developing the following:             <ol style="list-style-type: none"> <li>a) Develop paid strategies to grow the reach of existing social networks.</li> <li>b) Develop social listening and community management strategies.</li> </ol>             Develop a network of trusted messengers (influencers, community leaders, celebrities, etc.) with high levels of reach for target audiences           </li> </ol>  |
| <b>3. Campaign Development</b> |  |
| 3.1                            | <p>Conceptualize, develop, pre-test, and launch the Campaign, including activities such as:</p> <ol style="list-style-type: none"> <li>1. Collaborate with other state entities conducting public education and awareness Campaigns to understand best practices, lessons learned, and successes that can be leveraged for CalRecycle’s Campaign.</li> <li>2. Conduct research, with a focus on community engagement, on effectiveness of creative concepts via recommended testing methods (focus groups, online testing, etc.). Use existing research for initial development. Review content produced via recommended testing methods (focus groups, online testing, etc.) to measure effectiveness of creative concepts with a focus on community engagement.</li> <li>3. Develop creative brief(s) for the CalRecycle Director and contract management team upon request, creative brief(s) will serve as a document that outlines how specific outreach tasks connect to the broader business goals by clearly outlining the strategy of the campaign.</li> <li>4. Provide copies of scientific studies, evidence-based publications, research, and calculations used to substantiate the facts used in Campaign materials. In coordination with CalRecycle staff, maintain and monitor a system for substantiating facts used in ads and other Campaign materials, and obtain legal review and clearance prior to production. Provide social media content creation and curation to optimize the user’s experience across social media platforms:             <ol style="list-style-type: none"> <li>a) Provide expertise in the following social media executions: videos, live chats, Q&amp;As, influencer activations, as well as other engagement strategies to build brand community and influence.</li> <li>b) Social media production and dissemination will leverage existing and newly produced Campaign advertisements and messages.</li> </ol> </li> <li>5. Provide translation, transcreation, and adaptation services and coordination for English, Spanish, and threshold languages as deemed necessary to serve disproportionately impacted communities.</li> <li>6. Design and produce all printed and digital collateral promotional materials h. Deliver masters of all produced advertising in requested formats to CalRecycle, for the purpose of archiving.</li> </ol> |
| <b>3. Campaign Development</b> |  |

|                                      |  |
|--------------------------------------|--|
|                                      | 7. Duplicate and distribute CalRecycle advertising materials, including broadcast ads, to CalRecycle grantees and partners, as approved in advance by the Contract Manager   |
| <b>4. Media Buy</b>                  |  |
| 4.1                                  | Create media buying plans that align with the total market strategic plan and effectively reach Campaign specific target populations that include exploring and utilizing in-kind partnerships and opportunities   |
| 4.2                                  | Negotiate the most cost-effective media placement to maximize target audience exposure with the recommended mediums to best reach target populations.  |
| 4.3                                  | Report on the advertising Campaign’s implementation and outcomes, including media monitoring and optimization, summarized quarterly media buy reports and post analysis, and an annual summary evaluation of the effectiveness of media placement.   |
| 4.4                                  | Detailed reports of media placement to be provided in a spreadsheet, upon request, that shall provide detailed information on actualized media, including: <ol style="list-style-type: none"> <li>1. Total impressions delivered, as applicable to each advertising medium.</li> <li>2. Actual ratings delivered, as applicable for broadcast media.</li> <li>3. Target demographics, e.g., age, gender, racial/ethnic group used for planning and reconciling media performance.</li> <li>4. Detail by vendor, network, or station for each designated media market (DMA), as applicable. Days aired and time(s) of day, as applicable.</li> <li>5. For digital, the click-through rates and cost per click or the agreed upon key performance indicator.</li> <li>6. Third party measurement and detailed viewer data, as available, when requested by CalRecycle.</li> </ol>                                    |
| <b>5. Public Relations</b>           |  |
| 5.1                                  | The contractor shall develop an earned media strategy to accompany the Campaign. The strategy shall include ethnic media, local media, national media, and podcasts to educate the public and raise awareness  |
| 5.2                                  | Contractor shall develop and execute an influencer plan to elevate awareness via digital and in-person events. Influencers may include, but are not limited to celebrities, sports figures, health enthusiasts, youth influencers, artists, and mom bloggers.  |
| <b>6. Website Content Management</b> |  |
| 6.1                                  | The Contractor shall design and develop content for a website that will serve as an awareness and educational resource. The contractor shall coordinate with CalRecycle Contract Manager and its information technology administrators to provide content for the website. The website content must: <ol style="list-style-type: none"> <li>1. Serve as a focal point for public engagement and dissemination of information to create a circular economy and promote zero waste.</li> <li>2. Provide a dynamic and interesting user experience that will stimulate wider public discussion and participation.</li> <li>3. Incorporate branding to create a similar look and feel across the website, media materials, and all other deliverables.</li> <li>4. Enable users to learn about recycling, zero waste and circular economy.</li> <li>5. Provide multilingual content or translation utility.</li> </ol> |
| <b>6. Website Content Management</b> |  |



|   |   |
|---|---|
| 6.2   | Contractor shall develop Campaign branded landing pages strategically designed to further engage the user to provide a comprehensive educational experience of the Campaign issue areas.  |
| 6.3   | Contractor shall provide graphic design, copywriting, editing, and related services needed for digital assets. Content shall be designed to optimize the user's experience across web platforms, including mobile/device users. In collaboration with CalRecycle  |
| 6.4   | Contractor shall develop detailed design specifications to gain CalRecycle's approval for the overall look and feel, functionality, and site navigation for the website   |
| <b>7. Evaluations</b>                                 |   |
| 7.1   | Provide detailed media monitoring and tracking analysis designed to evaluate Campaign recall, effectiveness, and attitude and perception change produced as a result of associated Campaigns. Develop, implement, and maintain procedures for evaluating the effectiveness of the advertising Campaign, including the content and emphasis of its strategic components.   |
| 7.2   | Provide evaluations of the effectiveness of media placement strategy and of creative, as follows:<br><ol style="list-style-type: none"> <li>1. All focus group and online research materials and reports.</li> <li>2. Tracking study that provides measures of ad effectiveness (recall, message, knowledge, and attitude shifts, talk about with family and friends, new information).</li> </ol>  |
| 7.3   | Prepare and present annual reports on advertising effectiveness.  |
| <b>8. Annual and Final report for the Legislature</b> |   |
| 8.1   | The Contractor shall provide an annual Campaign and final summary report of effectiveness and any findings or insights that can be used to optimize and strengthen the overall outcome of the Campaign. At the end of each contract year, Contractor must provide a detailed summary report that can be used to submit to the Legislature to support continuation of funding.   |
| 8.2   | Contractor must complete all work for this project on or before expiration of this Agreement. Thirty (30) days prior to the end of the Agreement term, Contractor shall:<br><ol style="list-style-type: none"> <li>1. Meet with CalRecycle staff to discuss the overall Agreement and its closeout requirements.</li> <li>2. Provide master art files of all approved media in electronic storage mediums to the CalRecycle Contract Manager for archiving purposes.</li> <li>3. Coordinate project closure activities including oversight of transfer of products, materials, and files (electronic and print) to the CalRecycle Contract Manager or designee.</li> <li>4. Transfer to CalRecycle all ownership rights, including copyrights, and the right to license, publish, or otherwise use the resource publication, document, image, text, and Web version of the publication in each of the languages produced under this Agreement to CalRecycle. All copyrights, in all media, in perpetuity, remain the property of CalRecycle. All materials, websites, social media content, etc. developed by the Contractor for CalRecycle remains the property of CalRecycle upon conclusion of the Agreement.</li> </ol> |

## 8. Contract Task Timeline

| Item # | Deliverable Name                            | SOW Task | Due Date   |
|--------|---|----------|--|
| 1      | Monthly Status Report                       | 1        | By 3 <sup>rd</sup> business day of each month                    |
| 2      | Strategic Communications Plan               | 2        | Within 60 days or per monthly status report                      |
| 3      | Campaign Development                        | 3        | Per monthly status report  |
| 4      | Media Buy                                   | 4        | Per monthly status report  |
| 5      | Public Relations                            | 5        | Per monthly status report  |
| 6      | Website Content Management                  | 6        | On-going per monthly status report                               |
| 7      | Evaluations                                 | 7        | Per monthly status report  |
| 8      | Annual and Final report for the legislature | 8        | Annually and ninety (90) days before expiration of the contract. |

## 9. Location of Services

Services will be provided state-wide. The location for meetings with the Contract Manager will be determined by the Contract Manager. Meetings will be held via teleconference, at the Sacramento Environmental Protection Agency Headquarters (1001 I Street, Sacramento, CA 95814), or by other appropriate means such as webinar.

## 10. Control of Work

- A. The 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.
- B. These decisions will be deemed final and enforceable by the Contract Manager when the Contractor fails to complete orders required by this Contract.
- C. The Contractor shall immediately bring any unanticipated issues to the attention of the Contract Manager. The Contract Manager will confer with appropriate CalRecycle staff, if necessary, and the Contractor to resolve the issue.
- D. 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 Contract
  - Act as the Contractor's Representative regarding contractual matters relating to this Contract
- E. If during the Contract, it is necessary to replace the Project Manager, Contract Manager approval is required.

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

1. **INVOICING AND PAYMENT:**

- A. For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for work performed in accordance with the Scope of Work and the approved Workplan at the rates specified herein.
- B. Itemized invoices shall be submitted in accordance with the Cost Proposal Worksheet, Attachment C and Budget Detail Worksheet(s), Attachment C.1, C.1.1, C.2, and C.2.2.
- C. Itemized invoices shall be submitted electronically, with one set of supporting documentation (i.e., receipts, timesheets, etc.), not more frequently than monthly in arrears by the 10<sup>th</sup> business day of each month to:  
[contractpayment@calrecycle.ca.gov](mailto:contractpayment@calrecycle.ca.gov)
- D. Each invoice submitted to CalRecycle must include the following information:
  - Invoice Number
  - Contract Number
  - Description of Rendered Activities/Services
  - Submitting Contractor's Address
  - Invoice Period

2. **BUDGET CONTINGENCY CLAUSE:**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State or offer an Agreement Amendment to the Contractor to reflect the reduced amount.

3. **PROMPT PAYMENT CLAUSE:** Payment will be made in accordance with and within the time specified in the Government Code, Chapter 4.5 (commencing with Section 927).

4. **TAXES:** The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales or use tax imposed by another state.

5. **COST BREAKDOWN:** See Exhibit B-1.

6. **TRAVEL CLAUSE:** 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. The Contractor will be held to the State per diem rates in effect at the time of travel. For specific per diem (lodging, meals, and incidentals) reimbursement rates, see California Code of Regulations Title 2, Division 1,

Chapter 3, Subchapter 1, Article 2, Section 599.619. For this agreement, the Contractor's headquarters are located at <Enter Address>. Per diem will not be reimbursed for travel within 50 miles of Contractor's headquarters.

If the Contractor is unable to obtain lodging at the excluded employee rate, the Contractor shall request preapproval from the Contract Manager for lodging rates that exceed the allowable rates. Preapproval of excess lodging rates requires the Contractor to complete and submit CalRecycle form 151. The form requires a written justification and supporting documentation including a minimum of three lodging quotes to validate the excess lodging rate. The Contract Manager will notify the Contractor of their decision. Excess lodging that is not preapproved will not be reimbursed.

7. PROGRESS PAYMENT AND PAYMENT WITHHOLD: Progress Payments are permitted for tasks completed under this agreement. Ten percent of the invoiced amount shall be withheld pending final completion of each task. Any funds withheld with regard to a particular task may be paid upon completion of that task. The Contractor agrees to comply with the requirements of the Public Contract Code (PCC), Section 10346.
8. DVBE \$10K WITHHOLD: This contract is subject to final payment withholding in accordance with Military & Veterans Code § 999.7 until the Contractor complies with the certification requirements of subdivision (d) of § 999.5. CalRecycle will withhold \$10,000 from the final payment, or the full final payment if less than \$10,000, until the Contractor complies with the certification requirements and submits the Prime Contractors Certification – DVBE Subcontracting Report (STD 817) form to CalRecycle.

**Exhibit B-1**

Selected Contractor's Cost worksheets will appear here.

**EXHIBIT D**

**SPECIAL TERMS AND CONDITIONS**

1. **AGENCY LIABILITY:** The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CalRecycle shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties. CalRecycle reserves the right to amend this Agreement through a formal written amendment signed by both parties, for additional time and/or funding.
3. **CALIFORNIA WASTE TIRES:** Unless otherwise provided for in this contract, in the event the Contractor and/or Subcontractor(s) purchases waste tires or waste-tire derived products for the performance of this Agreement, only California waste tires and California waste tire-derived products shall be used. As a condition of payment under this Agreement, the Contractor must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Contract Manager.

All formal notices required by this Agreement must be given in writing and sent by prepaid certified mail, fax, personal delivery, or telex.

4. **CONTRACT MANAGEMENT:** The Contractor and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California. The Contractor may change the designated Project Director, but CalRecycle reserves the right to approve any substitution of the Project Director. The Contractor's key personnel may not be substituted without CalRecycle's Contract Manager's prior written approval. CalRecycle may change the Contract Manager by notice given to the Contractor at any time. CalRecycle staff will be permitted to work side-by-side with the Contractor's staff to the extent and under conditions that may be directed by the Contract Manager. In this connection, CalRecycle's staff will be given access to all required data, working papers, etc. The Contractor will not be permitted to utilize CalRecycle's staff for the performance of services, which are the responsibility of the Contractor unless the Contract Manager previously agreed to such utilization in writing, and any appropriate adjustment in price is made. No charge will be made to the Contractor for the services of CalRecycle's staff for coordination or monitoring functions.
5. **CONTRACTOR EVALUATIONS:** CalRecycle will evaluate the Contractor's performance within sixty days of the completion of this Agreement and shall remain on file with CalRecycle for a period of thirty-six months. If the Contractor does not satisfactorily perform the work or service specified in this Agreement, CalRecycle will submit a copy of the negative evaluation to the Department of General Services (DGS), Office of Legal Services, within five (5) working days of the completion of the evaluation. Upon filing an unsatisfactory evaluation with the DGS, CalRecycle shall notify and send a copy of the

evaluation to the Contractor within fifteen (15) days. The Contractor shall have thirty days to prepare and send a written response to CalRecycle and the DGS. CalRecycle and DGS shall file the Contractor's statement with the evaluation. (Public Contract Code § 10369).

6. **CONFIDENTIALITY/PUBLIC RECORDS**: The Contractor and CalRecycle understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act, commencing with Government Code § 6250, or the Public Contract Code (PCC). CalRecycle agrees not to disclose such information or data furnished by the Contractor and to maintain such information or data as confidential when so designated by Contractor in writing at the time it is furnished to CalRecycle, only to the extent that such information or data is exempt from disclosure under the California Public Records Act and the PCC.
7. **CONFLICT-FUTURE BIDDING LIMITATION**: Pursuant to PCC § 10365.5:
  - (a) No person, firm, or subsidiary thereof who has been awarded a consulting services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.
  - (b) Subdivision (a) does not apply to any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services contract that amounts to no more than ten (10) percent of the total monetary value of the consulting services contract.
  - (c) Subdivisions (a) and (b) do not apply to consulting services contracts subject to Chapter 10 (commencing with Section 4525) of Division 5 of Title 1 of the Government Code.
8. **CONSULTING SERVICES**: If this Agreement is for consulting services, the Contractor is hereby advised of its duties, obligations, and rights under PCC §§ 10335 through 10381.
9. **DELIVERABLES**: All documents and/or reports drafted for publication by or for CalRecycle in accordance with this contract shall adhere to CalRecycle's Contractor Publications Guide at [www.calrecycle.ca.gov/Contracts/PubGuide/](http://www.calrecycle.ca.gov/Contracts/PubGuide/) and shall be reviewed by CalRecycle's Contract Manager in consultation with a CalRecycle editor.  
For contracts of \$5,000 or more, any document or written report prepared for or under the direction of CalRecycle, shall include a notation on the inside cover as follows:  
"Prepared as part of CalRecycle contract number DRR[Insert], Total Contract Amount \$[Insert], pursuant to Government Code § 7550."
10. **ENTIRE AGREEMENT**: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with the Attachments and/or Exhibits hereto, contains the entire Agreement of the parties.
11. **ENVIRONMENTAL JUSTICE**: In the performance of this Agreement, the Contractor shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races,

cultures, and income levels, including minority populations and low-income populations of the State. (Gov. Code, § 65040.12(e).)

12. **EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS**: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, the Contractor represents that it is not a target of Economic Sanctions. Should the State determine that the Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor’s bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.
13. **FORCE MAJEURE**: Neither CalRecycle nor the Contractor, including the Contractor's subcontractor(s), if any, will be responsible hereunder for any delay, default or nonperformance of this Agreement, to the extent that such delay, default or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, or flood, or any other cause beyond the reasonable control of such party.
14. **GRATUITIES**: CalRecycle may terminate this Agreement if gratuities were offered or given by the Contractor, or any agent or representative of the Contractor, to any employee of CalRecycle, with a view toward securing a contract or securing favorable treatment with respect to awarding or amending or making a determination with respect to performance of this Agreement.
15. **HEALTH AND SAFETY**: Contractors are required to, at their own expense, comply with all applicable health and safety laws and regulations. Upon notice, Contractors are also required to comply with CalRecycle’s specific health and safety requirements and policies. Contractors agree to include in any subcontract related to performance of this Agreement, a requirement that the subcontractor comply with all applicable health and safety laws and regulations, and upon notice, CalRecycle’s specific health and safety requirements and policies.
16. **IMPRACTICABILITY OF PERFORMANCE**: This Agreement may be suspended or cancelled, without notice at the option of the Contractor, if the Contractor’s or CalRecycle’s premises or equipment is destroyed by fire or other catastrophe or is so substantially damaged that it is impractical to continue service or in the event the Contractor is unable to render service as a result of any action by any governmental authority.
17. **INSURANCE**: When required, the Contractor must provide: 1) a Certificate of Insurance insuring CalRecycle, and/or 2) verification of Worker’s Compensation insurance. The Contractor must provide said Certificate of Insurance and/or verification to CalRecycle within ten (10) days after notification of CalRecycle’s intent to award the Agreement. The Agreement will not be executed, nor can work begin, unless said Certificate of Insurance and/or verification is provided to CalRecycle.

The Certificate of Insurance must be in effect for the duration of the Agreement and shall include the following terms and conditions:

- (a) CalRecycle, its officers, agents, employees, and servants shall be included as additional insured.



- (b) The dates of inception and expiration of coverage shall be specified.
- (c) A minimum liability coverage of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined shall be specified. The coverage shall not include a deductible feature.
- (d) The insurer will not cancel the insured's coverage without thirty days' prior written notice to CalRecycle.
- (e) CalRecycle is not liable for the payment of premiums or assessments on said policy.
- (f) The insurance coverage shall be on an occurrence basis only.

In the event the Certificate of Insurance should expire or be cancelled during the term of this Agreement, the Contractor agrees to provide, at least thirty days prior to said expiration or cancellation, a new Certificate of Insurance evidencing coverage, as provided for herein, for not less than one (1) year or for the remainder of the contractual agreement, whichever is greater. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, CalRecycle may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

18. INTELLECTUAL PROPERTY: CalRecycle shall exclusively own all intellectual property rights in and to all work product, including, but not limited to, writings, ideas, inventions (whether patentable or not), discoveries, research, proposals, and all other results and work product of any nature whatsoever, that is created, authored, produced, conceived, or reduced to practice in the course of the performance of this Agreement. Such intellectual property rights, whether registered or unregistered, and including all applications for and renewals or extensions thereof, shall include, but are not necessarily limited to copyrights; trademarks, service marks, trade dress, trade names, logos, and domain names, together with all the goodwill associated therewith; and patents. The Contractor agrees, and shall cause all of its relevant personnel, including all employees, agents, subcontractors, and other personnel participating in any way in the creation or achievement of such work product, to agree, that any such work product that may qualify as "work made for hire" pursuant to 17 U.S.C. § 101 is hereby deemed a "work made for hire" for CalRecycle. To the extent that any of the work product does not constitute a "work made for hire" for CalRecycle, Contractor hereby irrevocably assigns to CalRecycle, and shall cause such personnel to irrevocably assign to CalRecycle, in each case without additional consideration, all rights, title, and interest throughout the world in and to the work product, including all intellectual property rights therein. Upon request of CalRecycle, the Contractor shall promptly take, and shall cause its relevant personnel to promptly take, such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist CalRecycle to prosecute, register, perfect, or record its rights in or to any such work product.
19. LIABILITY FOR NONCONFORMING WORK: The Contractor will be fully responsible for ensuring the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, CalRecycle, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing CalRecycle for any additional expenses incurred to cure such defects.

20. LICENSES OR PERMITS: The Contractor shall be an individual or firm licensed to do business in and with the State of California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), CalRecycle may, in addition to other remedies it may have, terminate this Agreement upon occurrence of such event.

21. ORDER OF PRECEDENCE: In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply: STD 213; GTC 04/2017 – General Terms and Conditions (incorporated by reference); Exhibit A – Scope of Work; Exhibit B – Budget Detail and Payment Provisions; Exhibit D – Special Terms and Conditions; Other exhibits in alphabetical order, beginning with E; Attachments in numerical order, beginning with 1.
22. OWNERSHIP OF DRAWINGS, PLANS AND SPECIFICATIONS: CalRecycle will have separate and independent ownership of all drawings, design plans, specifications, notebooks, tracings, photographs, negatives, reports, findings, recommendations, data and memoranda of every description or any part thereof, prepared under this Agreement. The originals and all copies thereof will be delivered to CalRecycle upon request. CalRecycle will have the full right to use said originals and copies in any manner when and where it may determine without any claim on the part of the Contractor, its vendors, or subcontractors for additional compensation.
23. PUBLICITY AND ACKNOWLEDGEMENT: The Contractor shall acknowledge CalRecycle's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material.
24. RECYCLED-CONTENT PRODUCT PURCHASING: In the performance of this Agreement, the Contractor shall purchase used and/or recycled-content products as set forth on the back of the Recycled-Content Certification Form (Exhibit D, Attachment 1). For assistance in locating recycled-content products, please search the recycled-content product database available at: [www.calrecycle.ca.gov/rcpm](http://www.calrecycle.ca.gov/rcpm). If after searching the database, Contractors are unable to find the recycled-content products they are looking for, please notify CalRecycle's Contract Manager. All recycled content products purchased or charged/billed to CalRecycle that are printed upon such as promotional items, publications, written materials, and other educational brochures shall have both the total recycled content (TRC) and the post-consumer (PC) content clearly printed on them.

In addition, any written documents such as publications, letters, brochures, and/or reports shall be printed double-sided on 100% post-consumer (PC) paper. Specific pages containing full-color photographs or other ink-intensive graphics may be printed on photographic paper. The paper should identify the post-consumer recycled content of the paper (i.e., "printed on 100% post-consumer paper"). When applicable, the Contractor shall provide the Contract Manager with an electronic copy of the document and/or report for CalRecycle's uses. When appropriate, only an electronic copy of the document and/or report shall be submitted, and no hard copy shall be provided.

25. REMEDIES: The Contractor shall perform all work pursuant to the Agreement in a safe, satisfactory, professional, efficient, and expeditious manner to the satisfaction of CalRecycle. Unless otherwise expressly provided herein, the rights and remedies

hereunder are in addition to, and not in limitation of, other rights and remedies under the Agreement, at law or in equity, and exercise of one right or remedy will not be deemed a waiver of any other right or remedy. In the event of the Contractor's default under this Agreement, CalRecycle shall be entitled to all remedies available at law including, but not limited to, termination of this Agreement, withholding of any amount billed, and/or recovery of funds disbursed.

26. SETTLEMENT OF DISPUTES: In the event of a dispute, the Contractor shall file a "Notice of Dispute" with CalRecycle's Director or his/her designee with ten (10) days of discovery of the problem. Within ten (10) days, the Director or his/her designee shall meet with the Contractor and CalRecycle Project Manager for the purpose of solving the dispute.
27. STOP WORK NOTICE: Immediately, upon receiving a written notice to stop work, the Contractor shall cease all work under this Agreement.
28. SUBCONTRACTORS: All Subcontractors previously identified in the bid/proposal submitted are considered to be acceptable to CalRecycle. Any change or addition of Subcontractors will be subject to the prior written approval of the Contract Manager or the Director or his/her designee. Upon termination of any Subcontract, the Contractor shall notify the Contract Manager or the Executive Director immediately. If CalRecycle or the Contractor determines that the level of expertise or the services required are beyond that provided by the Contractor or its routine Subcontractors, the Contractor shall be required to employ additional Subcontractors. Nothing contained in this Agreement or otherwise, shall create any contractual relation between CalRecycle and any Subcontractors, and no Subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to CalRecycle for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any Subcontractor as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its Subcontractors is an independent obligation from CalRecycle's obligation to make payments to the Contractor. As a result, CalRecycle shall have no obligation to pay or to enforce the payment of any moneys to any Subcontractor.
29. SUCCESSORS: The provisions of this Agreement will be binding upon and inure to the benefit of CalRecycle, the Contractor, and their respective successors.
30. TERMINATION: CalRecycle shall have the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days written notice given to the Contractor. In the case of early termination, a final payment will be made to the Contractor upon approval by the Contract Manager of a financial report, invoices for costs incurred to date of termination and a written report describing all work performed by the Contractor to date of termination.
31. UNRELIABLE LIST: Prior to authorizing a Subcontractor(s) to commence work under this Agreement, the Contractor shall submit to CalRecycle a declaration from the Subcontractor(s), signed under penalty of perjury, stating that within the preceding three years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, have occurred with respect to the subcontractor(s).

Placement of the Contractor on CalRecycle's Unreliable List at any time after award of this Agreement may be grounds for termination of Agreement. If a Subcontractor is

placed on CalRecycle's Unreliable List after award of this Agreement, the Contractor may be required to terminate the Subcontract.

32. WASTE REDUCTION: In the performance of this Agreement, the Contractor shall take all reasonable steps to ensure that materials purchased or consumed in the course of the project are utilized both effectively and efficiently to minimize the generation of waste. The steps should include, but not necessarily be limited to, the use of reusable products, the use of recyclable and compostable products, discretion in the amount of materials used, the provision of alternatives to disposal for materials consumed, and the practice of other waste reduction measures where feasible and appropriate.

Recycled-Content Certification

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

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

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

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

Contractor's Name \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_  
 Fax \_\_\_\_\_ Phone \_\_\_\_\_  
 E-mail \_\_\_\_\_ Website \_\_\_\_\_

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

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

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

\_\_\_\_\_  
 Print name                                  Signature                                  Company                                  Date  
 (See footnotes on the back of this page.)

1. Postconsumer material comes from products that were bought by consumers, used, 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.calrecycle.ca.gov/BuyRecycled/](http://www.calrecycle.ca.gov/BuyRecycled/).

| Code                           | Description                               | Minimum content requirement  |
|--------------------------------|---|--|
| <b>Product Categories (11)</b> |   |  |
| 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<br>b. Are purchased as remanufactured, or<br>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   |

## Attachment F - Proposal Completion Checklist

Please use this checklist to help prepare your proposal package to ensure all required items are included.

- 
- Cover Letter with contact information and statements as required in the RFP(S).
  - Organizational information and Personnel Information (Resumes)
  - Proposal (detailed Workplan)
  - Samples of Creative Work
  - Copy of Required License(s) (Secretary of State)
  - Client References
  - Contractor Status Form
  - Bidder Declaration Form *shall be submitted even if participation levels are zero (write zero participation on form)* and DVBE Declarations (DGS PD 843)
  - Contractor Certification Clauses
  - Iran Contracting Act Certification
  - Darfur Contracting Act Certification
  - California Civil Rights Laws Certification
  - Cost Proposal and Budget Detail Worksheets
- 

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

- One (1) unbound reproducible original Proposal package marked "Original"
  - One (1) USB flash drive containing one (1) single electronic file of the Proposal Package in Adobe Acrobat format including all required forms and attachments.
- 

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

- Certification of Target Area Contract Preference Act
- 

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:

- Small Business (SB) Subcontractor Payment Certification (Attachment A)
  - Disabled Veteran Business Enterprise (DVBE) Subcontractor Payment Certification (Attachment B)
  - Recycled Content Certification (end of Attachment E)
  - Payee Data Record (Standard Form 204) viewable at <https://www.calrecycle.ca.gov/Contracts/Forms/default.htm>
- 

**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.**