



State of California -The Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
1416 9th Street, 12th Floor
Sacramento, CA 95814
www.wildlife.ca.gov

EDMUND G. BROWN, Jr., Governor
CHARLTON T. BONHAM, Director



REQUEST FOR PROPOSAL- Secondary Notice to Prospective Proposers

July 16, 2018

You are invited to review and respond to this Request for Proposal (RFP), entitled RFP# P1975003, California Oil Spill Study and Evaluation Program (COSSEP), Category 3. In submitting your proposal, you must comply with these instructions.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of the California Department of Fish and Wildlife, 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:

Daniel Schott
California Department of Fish and Wildlife
1831 9th Street
Sacramento, CA 95811
(916) 445-2917
daniel.schott@wildlife.ca.gov

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

Melinda Peacock, Branch Chief
Procurement and Contracting Officer
Business Management Branch

Conserving California's Wildlife Since 1870

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Sample Standard Agreement (STD 213)..... Included as a Separate Document

A) Purpose and Description of Services

In 1990, the Lempert-Keene-Seastrand Oil Spill Prevention and Response Act (Act) was enacted to protect waters of the State from oil pollution. This Act created a new and comprehensive statewide program with the primary authority for prevention and response for oil spills. The Act mandates that the Office of Spill Prevention and Response (OSPR) ensure that the “best achievable protection” from oil spills is provided in California waters. To that end, the California Department of Fish and Wildlife (CDFW), is seeking proposals for projects under its California Oil Spill Study and Evaluation Program (COSSEP). The COSSEP, authorized under Government Code Section 8670.12, provides funds for research projects to investigate and improve oil spill prevention and response programs using the best achievable technologies and our knowledge of the adverse effects of oil spills in the environment.

The goal of the COSSEP is to meet the best achievable protection mandate, by funding projects that could potentially provide:

- Improvements in the many phases of oil spill prevention and response;
- Prevention and spill protection/abatement activities;
- Oil spill collection and clean up;
- Monitoring of the impact of oil spills and clean up activity on the environment;
- Collection, care, and processing of oiled wildlife;
- Natural resource damage assessment and mitigation.

Best achievable technology investigations, studies, and enhancements are related to best achievable protection by providing recognition of, and improvements to, a comprehensive approach to oil spill prevention and response.

The total amount budgeted for fiscal year 2019 through 2020 is \$200,000.00. There is no minimum amount that may be applied for.

Proposals that will be considered for funding shall be related to the following study category:

Best achievable protection strategies

B) Eligible Bidders

Public or private corporations, agencies, organizations, associations, or individuals may submit a proposal in response to this RFP. The proposer must be legally constituted and qualified to do business within the State of California (registered with the Secretary of State). With the exception of bidders whose legal status precludes incorporation (i.e. public agencies, sole proprietorships, and partnerships), proposers that are not fully incorporated by the deadline for submitting proposals will be disqualified. The bidder must also not be listed on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code.

C) Minimum Qualifications for Proposers

Public or private corporations, agencies, organizations, associations, or individuals may submit a proposal in response to this RFP. The proposer must be legally constituted and qualified to do business within the State of California (registered with the Secretary of State) with the exception of bidders whose legal status precludes incorporation (i.e. public agencies, sole proprietorships, and partnerships). Proposers that are not fully incorporated by the deadline for submitting proposals will be disqualified. The Proposer must also not be listed on either the list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code.

D) Loss Leader

It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. A "loss leader" is any article or product sold at less than cost: (a) Where the purpose is to induce, promote or encourage the purchase of other merchandise; or (b) Where the effect is a tendency or capacity to mislead or deceive purchasers or prospective purchasers; or (c) Where the effect is to divert trade from or otherwise injure competitors.

E) Proposal Requirements and Information

1) Key Action Dates

<u>Event</u>	<u>Date</u>	<u>Time</u>
RFP available to prospective proposers	07/16/18	
Written Question Submittal Deadline	8/29/18	3:00 p.m.
Final Date for Proposal Submission	09/12/18	3:00 p.m.
Proposal Opening/Administrative Review	09/13/18 – 09/14/18	
Technical Review	09/15/18 – 11/19/18	
Programmatic Value	11/27/18 – 12/11/18	
Notice of Intent to Award	12/12/18	
Proposed Award Date	12/19/18	

2) Questions and Answers

Bidders requiring clarification of the intent or content of this RFP or on procedural matters regarding the competitive Proposal process may request clarification by

submitting questions, in an email or envelope clearly marked "Questions Relating to RFP# P1975003 to the CDFW contact person listed on page one (1). To ensure a response, questions must be received in writing by the scheduled date specified in Section D 1 Key Action Dates. At the sole discretion of CDFW, questions may be paraphrased by CDFW for clarity.

Written responses to all questions will be collectively compiled and posted within five (5) days to the Cal eprocure website (<http://www.caleprocure.ca.gov>). It is the responsibility of the Proposer to check Cal eprocure for the list of questions and associated answers.

3) Proposal Format Requirements

Proposals must be submitted on the COSSEP Proposal Submission Form (refer to Additional Attachment). **Proposals not submitted on this form will be deemed non-responsive and will not be considered.** The COSSEP Proposal Submission Form contains the following sections:

- a) Title of proposal
- b) Applicant information: Name, mailing address, phone number, and e-mail address of the applicant.
- c) Collaborators: Name(s) and affiliation(s) of collaborator(s) and their expertise or role in the planned study (e.g. subcontractors, sponsors, volunteers, in-kind services, etc.).
- d) Abstract: A brief description of the purpose or benefit of the project, project methods or design, and expected final result or product.
- e) Hypothesis and objectives: State the goal or explicit hypothesis and specific aims of the study.
- f) Significance to the Office of Spill Prevention and Response: Describe how the project will further the goals of the OSPR Programs.
- g) Work Plan: Describe the plan for work you are hoping to achieve.
- h) Proposal Timeline (1-2 years): The proposal should specifically describe at least one year of work. If the proposal is for multiple years, describe what work will be performed each year and the specific aims that will be investigated within the overall context of the study.
- i) End-product/deliverable: Identify what the final report of the study or project will be (e.g. field test kit, database, written report, etc.)

4) Résumés of Proposer and Sub-Contractor(s)

Provide résumés of project personnel, list post high school education and specialized training, present and past pertinent employment, and publications or related achievements. Limit publication/achievement list to the last ten (10) years.

5) Cost Detail Format and Requirements

The proposed work should be broken down into an outline in the Work Plan and Work Schedule for the purpose of this proposal. Use the Sample Project Budget (Attachment 8) as a guide in preparing your cost proposal.

6) Submission of Proposal

- a) Proposals should provide straightforward and concise descriptions of the Proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a proposal.
- b) The proposal package should be prepared in the least expensive method.
- c) All proposals must be submitted under sealed cover and sent to California Department of Fish and Wildlife, Office of Spill Prevention and Response by the dates and times shown in Section D, Proposal Requirements and Information, Item 1) Key Action Dates, (page 2). Proposals received after this date and time will not be considered.
- d) A minimum of two (2) copies of the proposal must be submitted.
- e) The original proposal must be marked "ORIGINAL COPY". All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.
- f) The proposal envelopes must be plainly marked with the RFP number and title, your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

**California Department of Fish and Wildlife
Attention: Daniel Schott
RFP P1975003
California Oil Spill Study Evaluation Program (COSSEP), Category 3
1831 9TH Street
Sacramento, CA 95811**

DO NOT OPEN

If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided.

The bid price and all cost information must be submitted in a separate sealed envelope. The envelope should be affixed to the outside of the proposal package and marked "Sealed Cost Proposal - DO NOT OPEN".

Proposals not submitted under sealed cover and marked as indicated may be rejected.

- g) All proposals shall include the documents identified as required attachments on Attachment 1 Required Attachment Checklist. Proposals not including the proper "required attachments" shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
- h) Mail or deliver proposals to the following address:

**California Department of Fish and Wildlife
Attention: Daniel Schott
1831 9TH Street
Sacramento, CA 95811**

- i) Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- j) A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals and may waive any immaterial deviation in a proposal. The State's waiver of immaterial deviation shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if awarded the agreement.
- k) Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.
- l) An individual who is authorized to bind the proposing firm contractually shall sign the Attachment 2, Proposal/Proposer Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
- m) A proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in the Key Action Dates. Proposal modifications offered in any other manner, oral or written, will not be considered.
- n) A proposer may withdraw its proposal by submitting a written withdrawal request to the State, signed by the proposer or an authorized agent in accordance with h)

above. A proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.

- o) The Department may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
- p) The Department reserves the right to reject all proposals. The Department is not required to award an agreement.
- q) Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the RFP requirements.
- r) Where applicable, proposer should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- s) More than one (1) proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. (optional with agency)
- t) The State does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- u) No oral understanding or agreement shall be binding on either party.

7) Evaluation Process

- a) At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.
- b) Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the proposer, may be rejected.
- c) The final award will be made to the proposal receiving the highest overall score
- d) Best Value Calculation

Phase 1 - Administrative Criteria	Pass/Fail	Pass/Fail
Phase 2 - Technical Criteria	37%	80 points
Phase 3 - Programmatic Value	33%	70 points
Phase 4 - Cost	30%	65 points

Total 100% 215 points

Phase I - Administrative Criteria

The proposal will be evaluated and given a Pass/Fail score according to the criteria indicated below. Each criterion must receive a “yes” in order to receive a passing score and be considered responsive. Receiving a “no” on any of the criteria will be considered a material deviation. Proposals receiving a passing score will move forward to the technical criteria review.

1. Was the proposal submitted on the COSSEP Proposal Submission Form? (Y/N)
2. Does the proposed project meet the of the study category:
a. Investigation and evaluation of applied spill prevention and response programs and technologies. (Y/N)
3. Did the Proposer provide a sealed cost proposal? (Y/N)
4. Did the Proposer provide resumes of all project personnel? (Y/N)
5. Did the proposer submit a completed Proposal/Proposer Certification Sheet (Attachment 2)? (Y/N)
6. Did the proposer submit a Payee Data Record (STD. 204 – Attachment 3)? (Y/N)
7. Did the proposer submit a completed Darfur Contracting Act 2008 (Attachment 4)? (Y/N)
8. Did the proposer submit a completed Contractor Certification Clause (CCC-307 – Attachment 5)? (Y/N)

Phase 2 - Technical Criteria:

Proposals that pass the administrative criteria shall be further evaluated using the criteria below. These screening criteria shall be used to distinguish between preferred and non-preferred projects. This phase will also consist of opening and evaluating the sealed cost proposals. Average (arithmetic average) will be calculated for each proposal for each criterion. A minimum of 48 out of 80 points must be achieved in this phase to be considered for Phase 3 – Programmatic Value.

A) Threshold Criteria

Aggregate score based on average of Threshold Criteria from Technical Review Committee - 20 points maximum (*The summed average for the "Threshold Criteria" will be multiplied by two (2), yielding a maximum of 20 points*).

- 1) Consistent with program goals: Is this proposal consistent with the COSSEP goals outlined in Section A of this RFP? (5 points possible)

Scale:

- 1 point:** is not consistent with the COSSEP goals
- 3 points:** meets the COSSEP goals
- 5 points:** exceeds the COSSEP goals

- 2) Technically feasible: The degree to which a proposal is able to be implemented, from a scientific perspective. (5 points possible)

Scale:

- 1 point:** does *not* provide scientific proof that it can be feasibly implemented, from a scientific stand point
- 3 points:** provides *adequate* scientific proof that it can be feasibly implemented, from a scientific stand point
- 5 points:** provides *excellent* scientific proof that it can be feasibly implemented, from a scientific stand point

B) Screening Criteria

Aggregate score based on average of Evaluation Criteria from Technical Review Committee – **60** points maximum (*The summed average for the "Screening Criteria"*).

- 1) Likelihood of success: Considers the potential for success. Also considers the ability to evaluate the success of the project, the ability to correct problems that arise during the course of this project, and the capability/experience of individuals or organizations expected to implement the project. (10 points possible)

Scale:

- 2 point:** *does not* have potential for success when considering the ability to correct problems that arise during the course of this project and the capability/experience of individuals or organizations expected to implement the project.
- 4 points:** *has little* potential for success when considering the ability to correct problems that arise during the course of this project and the capability/experience of individuals or organizations expected to implement the project.
- 6 points:** *has adequate* potential for success when considering the ability to correct problems that arise during the course of this project

and the capability/experience of individuals or organizations expected to implement the project.

8 points: *has good* potential for success when considering the ability to correct problems that arise during the course of this project and the capability/experience of individuals or organizations expected to implement the project.

10 points: *has excellent* potential for success when considering the ability to correct problems that arise during the course of this project and the capability/experience of individuals or organizations expected to implement the project.

- 2) Quality of proposed research: The degree to which the proposal is offering research, studies, or evaluations considered to be of high merit or quality, with consideration of aspects such as how rigorous and thorough it is. (10 points possible)

Scale:

2 point: *does not* provide proof to be of high merit or quality, with consideration of aspects such as how rigorous and **thorough** it is.

4 points: provides *little proof* to be of high merit or quality, with consideration of aspects such as how rigorous and **thorough** it is.

6 points: provides *adequate proof* to be of high merit or quality, with consideration of aspects such as how rigorous and **thorough** it is.

8 points: provides *good proof* to be of high merit or quality, with consideration of aspects such as how rigorous and **thorough** it is.

10 points: provides *excellent proof* to be of high merit or quality, with consideration of aspects such as how rigorous and **thorough** it is.

- 3) Scientific merit: The degree to which a proposal contains a good quality, feature, value, or worth that deserves to be praised. (10 points possible)

Scale:

2 point: does not contain a good quality, feature, value, or worth that deserves to be praised.

4 points: somewhat contains a good quality, feature, value, or worth that deserves to be praised.

6 points: adequately contains a good quality, feature, value, or worth that deserves to be praised.

8 points: contains a good quality, feature, value, or worth that deserves to be praised.

10 points: contains an excellent quality, feature, value, or worth that deserves to be praised.

- 4) Programmatic merit: The degree to which the proposal offers studies or evaluations considered to be of utility to the oil spill mission of the CDFW Office of Spill Prevention and Response, specifically those outlined in Government Code § 8670.12. (10 points possible)

Scale:

- 2 points:** *does not* offer studies or evaluations considered to be of utility to the oil spill mission of the CDFW Office of Spill Prevention and Response.
- 4 points:** *somewhat offers* studies or evaluations considered to be of utility to the oil spill mission of the CDFW Office of Spill Prevention and Response.
- 6 points:** *adequately offers* studies or evaluations considered to be of utility to the oil spill mission of the CDFW Office of Spill Prevention and Response.
- 8 points:** *provides good* studies or evaluations considered to be of utility to the oil spill mission of the CDFW Office of Spill Prevention and Response.
- 10 points:** *provides excellent* studies or evaluations considered to be of utility to the oil spill mission of the CDFW Office of Spill Prevention and Response.

- 5) Cost-effectiveness and accuracy of cost estimate: Considers the relationship of expected project costs to expected study or evaluation benefits in the realm of oil spill response related work. Does this proposal seek the least costly approach to deliver an equivalent or greater amount and type of benefits? (10 points possible)

Scale:

- 2 points:** cost effectiveness and accuracy of the cost estimate are deemed to be *low*
- 4 points:** cost effectiveness and accuracy of the cost estimate are deemed to be *somewhat low*
- 6 points:** cost effectiveness and accuracy of the cost estimate are deemed to be *adequate*
- 8 points:** cost effectiveness and accuracy of the cost estimate are deemed to be *good*
- 10 points:** cost effectiveness and accuracy of the cost estimate are deemed to be *excellent*

- 6) Originality/Non-duplication: The degree to which the proposal offers studies or evaluations that are unique and offer potential new insights for oil spill response related work. (10 points possible)

Scale:

- 2 point:** *does not* offer studies or evaluations that are unique and offer potential new insights for oil spill response related work
- 4 points:** *somewhat offers* studies or evaluations that are unique and offer potential new insights for oil spill response related work
- 6 points:** *adequately offers* studies or evaluations that are unique and offer potential new insights for oil spill response related work
- 8 points:** *offers good* studies or evaluations that are unique and offer potential new insights for oil spill response related work
- 10 points:** *offers excellent* studies or evaluations that are unique and offer potential new insights for oil spill response related work

Phase 3 - Programmatic Value:

- A) CDFW OSPR's need for the research, concept, model, or proof of concept – **35** points maximum. *Assessed as a score based on the importance of the project relative to the OSPR mission.*

Scale:

- 7 points:** low programmatic value to OSPR in improving oil spill response, containment, and cleanup and oil spill wildlife rehabilitation.
- 14 points:** low-moderate programmatic value to OSPR in improving oil spill response, containment, and cleanup and oil spill wildlife rehabilitation.
- 21 points:** moderate programmatic value to OSPR in improving oil spill response, containment, and cleanup and oil spill wildlife rehabilitation.
- 28 points:** moderate-high programmatic value to OSPR in improving oil spill response, containment, and cleanup and oil spill wildlife rehabilitation.
- 35 points:** high programmatic value to OSPR in improving oil spill response, containment, and cleanup and oil spill wildlife rehabilitation.

- B) Cost benefit to OSPR – **35** points maximum. Assessed as a score reflecting the value and benefit to OSPR relative to the cost of the project specifically including these areas:

- 1) Consider if a similar or even a more modest study could produce an equally beneficial result before assigning a score.

- 2) Consider the degree of benefit possible or probable, with regard to oil spill response related work, and assess the benefit given the cost proposed, before assigning a score.

Scale:

- 7 points:** low cost benefit to OSPR in improving oil spill response, containment, and cleanup and oil spill wildlife rehabilitation.
- 14 points:** *low-moderate* cost benefit to OSPR in improving oil spill response, containment, and cleanup and oil spill wildlife rehabilitation.
- 21 points:** *moderate* cost benefit to OSPR in improving oil spill response, containment, and cleanup and oil spill wildlife rehabilitation.
- 28 points:** *moderate-high* cost benefit to OSPR in improving oil spill response, containment, and cleanup and oil spill wildlife rehabilitation.
- 35 points:** *high* cost benefit to OSPR in improving oil spill response, containment, and cleanup and oil spill wildlife rehabilitation.

Phase 4 – Cost:

The lowest cost project will receive 65 points (maximum points allowed).

Remaining projects will be scored based on cost using the following formula:

Step 1: $\text{proposal cost} \div \text{total cost of all proposals} \times 65$ (maximum number of points)
= proposal points

Step 2: Subtract proposal points from 65 to give you the proposal score.

Formula: $65 - \text{proposal points} = \text{proposal score}$

Example:

Step 1: $\$10,000$ (proposal cost) \div $\$100,000$ (total cost of all proposals) \times 65
(maximum number of points) = 6.5 (proposal points)

Step 2: 65 (max points) $-$ 6.5 (proposal points) = 58.5 (proposal score)

8) Award and Protest

- a) Notice of the proposed award shall be posted in a public place in the office of (insert awarding agency name and address), [optional - and on the following Internet site: (insert Internet address here)] for five (5) working days prior to awarding the Agreement.
- b) If any proposer, prior to the award of agreement, files a protest on the grounds that the (protesting) proposer would have been awarded the contract had the agency correctly applied the evaluation standard in the RFP, or if the agency followed the evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter. The protest shall be sent to:

Department of General Services
Office of Legal Services
ATTN: Protest Coordinator
707 3rd Street, 7th Floor, Suite 7-330
West Sacramento, CA 95605
FAX: (916) 376-5088

California Department of Fish and Wildlife
Contracts Management Section
ATTN: Tina Flanders, Manager
P.O. Box 944209
Sacramento, CA 94244-2090
FAX: (916) 445-9620

Within five (5) days after filing the initial protest, the protesting proposer shall file with the Department of General Services, Office of Legal Services and the (insert name of awarding agency) a detailed statement specifying the grounds for the protest. Protests may be submitted by regular mail, facsimile, courier or personal delivery.

9) Disposition of Proposals

- a) Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be available for public inspection under Public Contract Code 10342.
- b) Proposal packages may be returned only at the proposer's expense, unless such expense is waived by the awarding agency.

10) Sample Standard Agreement

This RFP includes, as a separate document, a Sample Standard Agreement (Sample Standard Agreement Std 213) for review. The Sample Standard Agreement contains the language that the Department expects to utilize for this contract.

11) Agreement Execution and Performance

- a) Service shall start not later than the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves

the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's Proposal price and the actual cost of performing work by another contractor.

- b) All performance under the agreement shall be completed on or before the termination date of the agreement.
- c) The contract term will be a two (2) year contract upon signature and approval or from July 1, 2019, whichever is later through June 30, 2021.

F. Preference Programs

1. Small Business Program

A Small Business Preference of five percent (5%) will be granted in accordance with Government Code Section 14835, and as contained in California Code of Regulations, title 2, Section 1896.8. To claim the Small Business Preference, which may not exceed \$50,000 for any bid, your firm must have its principal place of business located in California and you must have an approved small business certification form and proof of annual receipts on file with the Department of General Services, Office of Small Business and Disabled Veteran Business Services (OSDS). Questions and requests for copies of the regulations should be directed to OSDS at (916) 375-4940.

Bidders requesting the Small Business Preference must complete the certification on the attached Bid/Bidder Certification Sheet (Attachment 2, Item 14) and include a copy of the certification. The Small Business Preference and Certification Request must be signed in the same style in which the bidder is licensed by the Contractor's State License Board.

The application of the five percent (5%) Small Business bidding preference is now extended to non-small businesses that commit to subcontracting at least twenty-five percent (25%) of its net bid price to California Certified Small Businesses and/or Micro-businesses when the non-small business:

- ✓ Has included in its bid a notification to the Department that it commits to subcontract at least twenty-five percent (25%) of its net bid price with one (1) or more small businesses; and
- ✓ Has submitted a timely, responsive bid; and
- ✓ Is determined to be a responsible bidder; and
- ✓ Submits a Bidder Declaration GSPD-05-105 listing the small businesses it commits to subcontract with for a commercially useful function in the performance of the Agreement. The GSPD-05-105 can be accessed at:
<http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf>.

The Department will grant small businesses a five percent (5%) Small Business preference on a bid evaluation when a responsible non-small business has

submitted the lowest-priced, responsive bid pursuant to the evaluation of a solicitation method when a small business:

- Includes in its bid a notification to the Department that it is a small business or that it has submitted to the Department of General Services, Office of Small and Disabled Veteran Business Services (OSDS) a complete application no later than 5:00 p.m. on the bid due date, and is subsequently certified by the Department of General Services as a small business; and
- Submits a timely, responsive bid; and
- Has been determined to be a responsible bidder.

Bidders having pending Small Business or DVBE Certification applications under review by the Department of General Services concurrent with the bid time frame should contact OSDS to request an expedite review/approval of their application in order to be considered for the small business preference during the evaluation of this bid. Contact OSDS at (916) 375-4940 to obtain information about the application expedite process.

Bidders must notify the Department, in writing, at the time of bid submission that they have an application for Small Business or DVBE Certification under review at the OSDS, and that they wish to be considered for the Small Business Preference Calculation.

2. Disabled Veteran Business Enterprise (DVBE) Incentive Program

DVBE INCENTIVE OPTION WITH 3% DVBE PROGRAM REQUIREMENT

In accordance with section 999.5(a) of the Military and Veterans Code and DVBE Incentive Regulations, CCR 1896.99.100, an incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration GSPD-05-105 and confirmed by the State. The GSPD-05-105 can be accessed at: <http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf> The incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation. The following percentages will apply for awards based on low price.

Confirmed DVBE Participation of:	DVBE Incentive
5% or Over	5%
4% to 4.99% inclusive	4%
3% to 3.99% inclusive	3%

For awards based on low price, the net bid price of responsive bids will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive net bid price. If the #1 ranked responsive, responsible bid is a California certified small business, the only bidders eligible for the incentive will be

California certified small businesses. The incentive adjustment for awards based on low price cannot exceed 5% or \$100,000, whichever is less, of the #1 ranked net bid price. When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed \$100,000.

G. Disabled Veteran Business Enterprise (DVBE) Program Participation

The Mandatory DVBE Participation Requirements have been waived for this RFP.

ATTACHMENT 1
REQUIRED ATTACHMENT CHECK LIST

A complete proposal package shall include all of the items identified below.

Complete this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to the State. For your proposal to be responsive, all required attachments must be returned. This checklist should be returned with your proposal package also.

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Check List
_____ Attachment 2	Proposal/Proposer Certification Sheet
_____ Attachment 3	Payee Data Record (STD 204)
_____ Attachment 4	Darfur Contracting Act 2008 (if applicable)
_____ Attachment 5	Bidder Declaration (if applicable)
_____ Attachment 6	Contractor Certification Clauses (4/2017)
_____ Attachment 7	Project Submission Form
_____ Attachment 8	Sample Project Budget
_____ Attachment 9	Résumés of Proposer and Sub-Contractor(s)

ATTACHMENT 2 PROPOSAL/PROPOSER CERTIFICATION SHEET

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "required attachments" as an entire package with original signatures with the number of copies specified in section D) (9) (d) Submission of Proposal. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

Place all required attachments behind this certification sheet.

I have read and understand the DVBE Participation requirements and have included documentation demonstrating that I have met the participation goals.

The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

An Unsigned Proposal/Proposer Certification Sheet May Be Cause for Rejection

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Bidder's Name (Print)		11. Title
12. Signature		13. Date
14. Are you certified with the Department of General Services, Office of Small Business and DVBE Services (OSDS) as:		
a. California Small Business Yes <input type="checkbox"/> No <input type="checkbox"/>		
b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/>		
If yes, enter certification number:		
c. Non-Small Business Subcontractor Preference Yes <input type="checkbox"/> No <input type="checkbox"/>		
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes". Date application was submitted to OSDS , if an application is pending:		

Instructions for Proposal/Proposer Certification Sheet

Complete the numbered items on the Proposal/Proposer Certification Sheet by following the instructions below.

Item Number s	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10,11 12, 13,	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSDS.

**ATTACHMENT 3
PAYEE DATA RECORD (STD 204)**

This form must be obtained from the Office of State Publishing website stated below. The form should be downloaded and completed, signed and returned with your bid package.

<http://www.dgs.ca.gov/dgs/ProgramsServices/Forms/FMC/Search.aspx>

Enter 204 in the box "Enter a Form No.:"

or use this link to go directly to the form:

<http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

If you do not have Internet capabilities, please contact the IFB Contact Person named on the first page of this document, or Contract Management Section, to obtain a form:

Contract Management Section
California Department of Fish and Wildlife
(916) 445-9612

ATTACHMENT 4

DARFUR CONTRACTING ACT CERTIFICATION

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three 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 Department of General Services to submit a proposal.

OPTION #1 – NOT APPLICABLE

☐ Check here if your company has not, within the previous three years, had any business activities or other operations outside of the United States.

<i>Company/Vendor Name (Printed)</i>		<i>Federal ID Number</i>
<i>Printed Name and Title of Person Signing</i>		<i>By (Authorized Signature)</i>

OPTION #2 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

<i>Company/Vendor Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

OPTION #3 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Initials of Submitter</i>	
<i>Printed Name and Title of Person Initialing</i>	

ATTACHMENT 5
Bidder Declaration
(GSPD-05-105)

Download, print and attach form(s):

Bidder Declaration GSPD-05-105 -

<http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf> complete when any subcontracting is to be used in the contract.

Micro Business / Small Business Program

The application of the five percent (5%) Small Business bidding preference is now extended to non-small businesses that commit to subcontracting at least twenty-five percent (25%) of its net bid price to California Certified Small Businesses and/or Micro-businesses when the non-small business:

1. Has included in its bid a notification to the Department that it commits to subcontract at least twenty-five percent (25%) of its net bid price with one (1) or more small businesses; and
2. Has submitted a timely, responsive bid; and
3. Is determined to be a responsible bidder; and
4. Submits a Bidder Declaration GSPD-05-105 listing the small and or micro businesses it commits to subcontract with for a commercially useful function in the performance of the Agreement.

DVBE Participation Program

1. Submits a Bidder Declaration GSPD-05-105 listing the DVBE it commits to subcontract with for a commercially useful function in the performance of the Agreement. and
2. Submits a completed Disabled Veteran Business Enterprise Declarations (STD 843) - <http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf>

STD.843

Purpose The State must obtain declarations from certified Disabled Veteran Business Enterprises (DVBEs) pursuant to Military and Veterans Code Sections 999.2(b) through 999.9. The purpose is to eliminate the benefits of DVBE status from those contractors who are using their certified status and obtaining State funds, but working only as brokers or agents. Therefore, in order to enable the State to verify that a DVBE is not an equipment broker, the DVBE's Federal Tax Information Number must be reported on the STD 843.

When to The DVBE declarations form is completed when a California certified DVBE supplier is

Complete submitting a response to a competitive solicitation and/or request for offer or in the case of

This form rental equipment, is a supplier who is obtaining the participation of California certified DVBE subcontractors.

Signatures All disabled veteran owners and disabled veteran managers of the DVBE must complete the form prior to award of the contract.

All original signatures of the STD. 843 for DVBE(s) associated with the awarded contract are to be kept in the contract file.

ATTACHMENT 6

CONTRACTOR CERTIFICATION CLAUSE (4/2017)

Download, print, sign first page and attach form to your bid.

<http://www.dgs.ca.gov/ols/Resources/standardcontractlanguage.aspx>

CCC 4/2017

ATTACHMENT 7
PROPOSAL SUBMISSION FORM

Refer to the COSSEP Proposal Submission Form of this RFP (attached as a separate document). Proposals must be submitted using this form.

California Oil Spill Study and Evaluation Program (COSSEP) Proposal Submission Form

Category 3 - Best achievable protection strategies
CDFW Office of Spill Prevention and Response

1) TITLE of PROPOSAL

2) APPLICANT INFORMATION: Name, mailing address, phone number, and e-mail address of the applicant.

Name

Address

City

State

Zip Code

email

Phone Number

3) COLLABORATORS: Name(s), and affiliation(s) of collaborator(s) and their expertise or role in the planned study.

4) ABSTRACT: A brief description of the purpose or benefit of the project, project methods or design, and expected final result or product.

5) HYPOTHESES AND OBJECTIVES: State the goal or explicit hypotheses and specific aims of the study.

6) SIGNIFICANCE TO OSPR: Describe how the project will further the goals of the Oil Spill Prevention and Response programs.

7) EXPERIMENTAL PLAN: Describe the plan for the experimental design of the project.

Click on following box to continue Experimental Plan

Continuation of Experimental Plan:

8) PROJECT DURATION (1-3 years): The proposal should specifically describe at least one year of work. If the proposal is for multiple years, describe what work will be performed each year and the specific aims that will be investigated within the overall context of the study.

9) END-PRODUCT: Identify what the end-product of the study or project will be (*e.g.* field test kit, database, written report, etc.). Successful applicants will be strongly encouraged to publish their findings.

10) SUPPLEMENTAL FUNDS: List additional funding that has been received (or applied for) which can be used to directly support this proposals research.

NOTE: You **must** also attach 1) the estimated budget for this proposal and 2) any literature cited as attachments.

ATTACHMENT 8 SAMPLE PROJECT BUDGET

A project budget must be included in your proposal package. The budget listed below is a sample of a commonly used budget format.

1. PERSONAL SERVICES	HOURS	RATE	TOTAL
Program Manager	_____ @	_____	_____
Staff Assistant	_____ @	_____	_____
Technician	_____ @	_____	_____
Clerical	_____ @	_____	_____
Total Personal Services			\$ _____
Benefits	@ _____ %		\$ _____
Total Personal Services and Benefits			\$ _____
2. OPERATING EXPENSES & EQUIPMENT (OE&E)			
General Expense and Supplies (Itemized)			\$ _____
Other Direct Costs (Itemized)			\$ _____
Travel Costs (State Rates)			\$ _____
Subcontractor(s) cost (itemized)			\$ _____
Equipment (Itemized)			\$ _____
Sub Total Personal Services and OE&E			\$ _____
3. INDIRECT COSTS (OVERHEAD)			
Overhead Rate @ _____ %			\$ _____
TOTAL COSTS			\$ _____

ATTACHMENT 9
Résumés of Proposer and Sub-Contractor(s)

Provide résumés of project personnel, list post high school education and specialized training, present and past pertinent employment, and publications or related achievements. Limit publication/achievement list to the last 10 years.

STATE OF CALIFORNIA STANDARD AGREEMENT STD. 213 (Rev 06/03)		AGREEMENT NUMBER P1975003													
		REGISTRATION NUMBER													
1. This Agreement is entered into between the State Agency and the Contractor named below: STATE AGENCY'S NAME CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE CONTRACTOR'S NAME TO BE DETERMINED															
2. The term of this Agreement is: The effective date of this contract is either the start date or the approval date by the California Department of Fish/Wildlife or the California Department of General Services, whichever is later. No work shall commence until the effective date. Upon approval through June 30, 2021															
3. The maximum amount of this Agreement is: Up to a maximum amount of \$200,000.00															
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.															
<table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">Exhibit A – Scope of Work</td> <td style="width: 40%; text-align: right;">x Page(s)</td> </tr> <tr> <td>Exhibit B – Budget Detail and Payment Provisions</td> <td style="text-align: right;">x Page(s)</td> </tr> <tr> <td>*Exhibit C – General Terms and Conditions</td> <td style="text-align: right;">GTC 04/2017</td> </tr> <tr> <td>Exhibit D – CDFW Additional Provisions</td> <td style="text-align: right;">8 Pages</td> </tr> <tr> <td>Exhibit E – Federal Provisions</td> <td style="text-align: right;">3 Pages</td> </tr> <tr> <td>Exhibit I – Travel Reimbursement Information</td> <td style="text-align: right;">3 Pages</td> </tr> </table> <p>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 http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx</p>				Exhibit A – Scope of Work	x Page(s)	Exhibit B – Budget Detail and Payment Provisions	x Page(s)	*Exhibit C – General Terms and Conditions	GTC 04/2017	Exhibit D – CDFW Additional Provisions	8 Pages	Exhibit E – Federal Provisions	3 Pages	Exhibit I – Travel Reimbursement Information	3 Pages
Exhibit A – Scope of Work	x Page(s)														
Exhibit B – Budget Detail and Payment Provisions	x Page(s)														
*Exhibit C – General Terms and Conditions	GTC 04/2017														
Exhibit D – CDFW Additional Provisions	8 Pages														
Exhibit E – Federal Provisions	3 Pages														
Exhibit I – Travel Reimbursement Information	3 Pages														
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.															
CONTRACTOR		California Department of General Services Use Only													
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) TO BE DETERMINED															
BY (Authorized Signature) 	DATE SIGNED (Do not type)														
PRINTED NAME AND TITLE OF PERSON SIGNING TO BE DETERMINED															
ADDRESS TO BE DETERMINED															
STATE OF CALIFORNIA															
AGENCY NAME CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE															
BY (Authorized Signature) 	DATE SIGNED (Do not type)														
PRINTED NAME AND TITLE OF PERSON SIGNING MELINDA PEACOCK, BRANCH CHIEF, BUSINESS MANAGEMENT BRANCH															
ADDRESS P.O. BOX 944209 SACRAMENTO, CA 94244-2090															
		<input type="checkbox"/> Exempt per:													

1. The Contractor agrees to provide, to the California Department of Fish and Wildlife (Department), services as described herein:
2. The services shall be performed at to be determined
3. The services shall be provided to be determined.
4. The Project Officials during the term of this Agreement will be:

Department Contract Manager

Name: Heather Sironen
Phone: (916) 324-6252
Fax:
Email:

Contractor Project Director

Name: To be determined
Phone:
Fax:
Email:

Direct all inquiries to:

California Department of Fish and Wildlife
Section/Unit:
Attention:
Address:
Phone:
Fax:
Email:

Contractor: To be determined
Section/Unit:
Attention:
Address:
Phone:
Fax:
Email:

5. SCOPE OF WORK

A. BACKGROUND AND OBJECTIVES

In 1990, the Lempert-Keene-Seastrand Oil Spill Prevention and Response Act (Act) was enacted to protect waters of the State from oil pollution. This Act created a new and comprehensive statewide program with the primary authority for prevention and response for oil spills. The Act mandates that the Office of Spill Prevention and Response (OSPR) ensure that the “best achievable protection” from oil spills is provided in California waters. To that end, the California Department of Fish and Wildlife (CDFW), is seeking proposals for projects under its California Oil Spill Study and Evaluation Program (COSSEP). The COSSEP, authorized under Government Code Section 8670.12, provides funds for research projects to investigate and improve oil spill prevention and response programs using the best achievable technologies and our knowledge of the adverse effects of oil spills in the environment.

The goal of the COSSEP is to meet the best achievable protection mandate, by funding projects that could potentially provide:

- Improvements in the many phases of oil spill prevention and response;
- Prevention and spill protection/abatement activities;

- Oil spill collection and clean up;
- Monitoring of the impact of oil spills and clean up activity on the environment;
- Collection, care, and processing of oiled wildlife;
- Natural resource damage assessment and mitigation.

Best achievable technology investigations, studies, and enhancements are related to best achievable protection by providing recognition of, and improvements to, a comprehensive approach to oil spill prevention and response.

B. WORK TO BE PERFORMED

To be determined.

C. SCHEDULE OF COMPLETION DATES

Activity

Date

To be determined.

D. REPORTS

To be determined.

1. INVOICING AND PAYMENT

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. The Contractor shall be paid no more frequently than monthly, in arrears, upon submission of an original and two copies of the invoice, which properly details all charges, expenses, direct and indirect costs. Invoices shall be submitted to:

Contract Manager:	Heather Sironen
Region / Division:	CDFW Office of Spill Prevention
Address:	PO Box 94244-2090

- C. The original and one (1) approved copy of the invoice will be forwarded to the California Department of Fish and Wildlife's Accounting Claims Section by the Contract Manager. Payment of any invoice will be made only after receipt of a complete, supported, documented and accurately addressed invoice. Failure to use the address exactly as provided above may result in the return of the invoice to the Contractor. All invoices must be approved by the Contract Manager.

<Remove Withholding Language if not Applicable>

- D. Payments made prior to satisfactory completion of all work required by the Agreement shall not exceed, in the aggregate, ninety percent (90%) of the total earned with the balance to be paid upon satisfactory completion of the task or Agreement, and provided further, that the California Department of Fish and Wildlife shall retain from the Contractor's earnings for each period for which payment is made, an amount equal to ten percent (10%) of such earnings, pending satisfactory completion of the task or Agreement.
- E. The invoice shall contain the following information:
1. The word "Invoice" should appear in a prominent location at the top of the page(s);
 2. Printed name of the Contractor;
 3. Business address of the Contractor including P.O. Box, City, State, and Zip Code;
 4. Name of the Region/Division of the California Department of Fish and Wildlife being billed;
 5. The date of the invoice and the time period covered;
 6. The number of the agreement upon which the claim is based, and;

7. An itemized account of the services for which the California Department of Fish and Wildlife is being billed. Include all of the following:

- a. The time period covered by the invoice, i.e., the term “from” and “to”;
- b. A description of the services performed;
- c. **(Select one (1) language option below. Delete the two (2) that do not apply. Move appropriate language to replace these instructions)**

Option 1:

The method of computing the amount due based on a fixed amount or lump sum method. Upon satisfactory performance, the State agrees to pay the Contractor on a lump sum basis for all work described herein for the total specified amount.

Option 2:

The method of computing the amount due based on a line item budget/cost reimbursement method. Payments will be made by the State to the Contractor, in arrears, upon receipt of an itemized invoice showing the time period covered and the work items accomplished. The invoice must be itemized using the categories and following the format of the attached budget.

Option 3:

The method of computing the amount due based on a flat rate, fixed fee or unit cost basis. Upon satisfactory performance, the State agrees to pay the Contractor on a cost per sample basis. The cost per sample is \$_____.

- d. The total amount due. This should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Contractor under the terms of this agreement; and
- e. The original signature of the Contractor (not required of established firms or entities using preprinted letterhead invoices).

2. CONTRACT WRITTEN PRIOR TO APPROVAL OF THE BUDGET ACT

- A. It is mutually understood between the parties that this Agreement may have been written prior to approval of the Budget Act for the mutual benefit of both parties in order to avoid program and fiscal delays.
- B. This Agreement is valid and enforceable only if sufficient funds are made available by the Budget Act for the Fiscal Year(s) involved for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature and contained in the Budget Bill or any statute enacted by the Legislature which may affect the provisions, terms, or funding of this Agreement in any manner.

- C. 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 additional provisions of this Agreement.
- D. 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 Government Code Chapter 4.5, commencing with Section 927.

LINE ITEM BUDGET

A project budget must be included in your proposal package. The budget listed below is a sample of a commonly used budget format.

1. PERSONAL SERVICES	HOURS	RATE	TOTAL
Program Manager	_____ @	_____	_____
Staff Assistant	_____ @	_____	_____
Technician	_____ @	_____	_____
Clerical	_____ @	_____	_____
Total Personal Services			\$ _____
Benefits	@ _____ %		\$ _____
Total Personal Services and Benefits			\$ _____
2. OPERATING EXPENSES & EQUIPMENT (OE&E)			
General Expense and Supplies (Itemized)			\$ _____
Other Direct Costs (Itemized)			\$ _____
Travel Costs (State Rates)			\$ _____
Subcontractor(s) cost (itemized)			\$ _____
Equipment (Itemized)			\$ _____
Sub Total Personal Services and OE&E			\$ _____
3. INDIRECT COSTS (OVERHEAD)			
Overhead Rate @ _____ %			\$ _____
TOTAL COSTS			\$ _____

1. **LICENSES AND PERMITS (If Applicable)** ~ The Contractor shall be an individual or firm licensed to do business in California and shall obtain, at his/her expense, all licenses and permits required by law for accomplishing any work required in connection with this Agreement.

If you are a Contractor located within the State of California, a business license from the City/County in which you are headquartered is necessary; however, if you are a corporation, a copy of your incorporation documents/letters from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to CDFW, a copy of your business license or incorporation papers for your respective State showing that your company is in good standing in that State.

In the event any licenses and/or permits expire at any time during the term of this Agreement, Contractor agrees to provide the California Department of Fish and Wildlife (CDFW) a copy of the renewed licenses and/or permits within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect, at all times, all required licenses and permits, the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

2. **RIGHTS IN DATA** ~ The Contractor agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Agreement, are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the State reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.
3. **RIGHT TO TERMINATE** ~ CDFW reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service.

4. **SETTLEMENT OF DISPUTES** ~ Unless otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which cannot be resolved informally, shall be decided by the following two (2) step procedure:
 - a. The Contractor must provide written notice of the particulars of such disputes to the CDFW Contract Manager or appointed representative. The CDFW Contract Manager must respond, in writing, within ten (10) working days of receipt of the written notice of dispute.

Should the Contractor disagree with the CDFW Contract Manager's decision, the Contractor may appeal to the second level. Pending the decision on appeal the Contractor shall proceed diligently with the performance of this Agreement in accordance with the CDFW Contract Manager's decision.

- b. The second level appeal must indicate why the CDFW Contract Manager's decision is unacceptable, attaching it to the Contractor's original statement of the dispute with supporting documents, and a copy of the CDFW Contract Manager's response. This letter of appeal shall be sent to the California Department of Fish and Wildlife, Deputy Director, or duly appointed representative. The second level appeal must be filed within fifteen (15) working days upon receipt of the CDFW Contract Manager's decision. Failure to submit an appeal within the period specified shall constitute a waiver of all such rights to an adjustment of this Agreement. The Deputy Director, or designee, shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director or designee, shall be returned to the Contractor within fifteen (15) working days of the receipt of the appeal. The decision of the Deputy Director, or designee, will be final.

5. PROPERTY ACQUISITIONS ~ Property, as used in this section shall include:

- a. **Equipment** – Tangible property (including furniture) with a unit cost of \$5,000.00 or more, and a useful life of four (4) years or more. Actual costs include the purchase price plus all costs to acquire, install and prepare the equipment for its intended use.
- b. **Furniture** – Standard office furnishings including desks, chairs, bookcases, credenzas, tables, etc.
- c. **Portable Assets** – Items considered 'highly desirable' because of their portability and value, e.g., calculators, typewriters, Dictaphones, cameras and microscopes, etc.
- d. **Electronic Data Processing (EDP) Equipment** – All computerized and auxiliary automated information handling including system design and analysis, conversion of data, computer programming, information storage and retrieval, voice, video, and data communications, requisite system controls, simulation and all related interactions between people and machines.

The Contractor may purchase property under this Agreement only if specified in Exhibit B titled 'Budget Detail and Payment Provisions'. Any property purchased by the Contractor, with funds provided under this Agreement, shall be the property of the State during the customary depreciable life thereof. The Contractor shall promptly report any such purchase to the CDFW Contract Manager and to the State's Property Officer. Should this Agreement be terminated for any reason, or upon expiration and failure to negotiate hereof, all such property shall be returned to the State within the timeframe negotiated between the Contractor and the State. Prior written authorization by the CDFW Contract Manager shall be required before the Contractor will be reimbursed for any property purchases not specified in the Budget. The Contractor shall provide to the CDFW Contract Manager, all particulars regarding the necessity for such property and the reasonableness of the cost.

Before property purchases made by the Contractor are reimbursed by CDFW, the Contractor shall submit paid vendor receipts identifying the Agreement number, purchase price, description of the item, serial number, model number, and location, including street address where property

will be used during the term of this Agreement. Said paid receipts shall be attached to Contractors' invoices. The Contractor shall keep adequate and appropriate records of all property purchased with Agreement funds and at the time of purchase, prepare a Property Purchased with State Funds report and submit one (1) copy to the CDFW Contract Manager, and one (1) copy to the Property Officer; one (1) copy must be retained by the Contractor.

CDFW reserves the right, at any time, to evaluate the cost of property and reimburse at an amount equal to costs reflected in but not limited to Agreements the State Department of General Services, Procurement Division has negotiated with vendors who supply the same type of property. The Contractor shall tag all acquisitions. The purpose of tagging assets is to designate the assets as belonging to the State.

Upon termination, expiration or failure to negotiate renewal of this Agreement, all property purchased with Agreement funds shall promptly be returned to the State. The Contractor shall prepare an inventory of State Furnished Property report and submit to the State and shall at that time query the CDFW Contract Manager as to the State's requirements, including the manner and method, in returning said property to the State. Final disposition of such property shall be at State expense in accordance with instructions from the CDFW Contract Manager to be issued immediately after receipt of the final inventory.

6. **LOST, STOLEN or DESTROYED PROPERTY** ~ The Contractor shall immediately report the loss, theft or destruction to the local law enforcement agency (or the California Highway Patrol {CHP} if the crime occurs on either state-owned or state leased property) and to the CDFW Contract Manager and prepare a Property Survey Report.

In the case of stolen property, the Contractor shall also complete a CHP Report of Crime on State Property (STD 99) form, and obtain a copy of the law enforcement agency's report to submit to the CDFW Contract Manager. The Contractor shall adjust their property records and retain a copy of the Property Survey Report as documentation.

Losses of State property due to fraud or embezzlement shall be reported in the same manner as described above. The Contractor shall be charged with any loss and damages to State property due to the Contractor's negligence. The Contractor shall, at the request of the State, submit an inventory of property furnished or purchased under the terms of this Agreement. Such inventory will be required not more frequently than annually.

7. **INCOME RESTRICTIONS** ~ The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to CDFW, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by CDFW under this Agreement.
8. **CONFIDENTIALITY OF DATA** ~ The Contractor shall protect from disclosure all information made available by CDFW. The Contractor shall not be required to keep confidential any data or information which is publicly available, independently developed by the Contractor, or lawfully obtained from third parties. Written consent of CDFW must be obtained prior to disclosing information under this Agreement.
9. **DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION REQUIREMENTS** ~ The Contractor agrees to use DVBE subcontractors or suppliers originally identified by the Contractor, unless the Contractor requests substitution, in writing beforehand to the CDFW

Contract Manager and the CDFW Contract Manager has approved such substitution. At a minimum, the request must include:

- a. A written explanation of the reason for the substitution; and
- b. The identity of the person or firm substituted.

The request and the CDFW Contract Manager's approval is not to be construed as an excuse for noncompliance with any other provision of law, including but not limited to the subletting and subcontracting Fair Practices Act or any other Agreement requirements relating to the substitution of subcontractors. Failure to adhere to at least the level of participation for DVBE proposed by the Contractor may be cause for Agreement termination and recovery of damages under the rights and remedies due the State.

- 10. DISCLOSURE REQUIREMENTS** ~ Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through an Agreement with CDFW. The disclosure statement shall include the Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.

If the Contractor or subcontractor(s) are required to prepare multiple documents or written reports, the disclosure statement may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. The Contractor shall include in each of its subcontracts for work under this Agreement, a provision which incorporates the requirements stated within this section.

- 11. USE OF SUBCONTRACTOR(S)** ~ If the Contractor desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:
- a. The Contractor shall submit any subcontracts to the State for approval prior to starting any of the work;
 - b. The Agreement between the primary Contractor and the subcontractor must be in writing;
 - c. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and
 - d. Upon termination of any subcontract, the State shall be notified immediately, in writing.

Further, any subcontract in excess of \$100,000 entered into as a result of this Agreement shall contain all applicable provisions stipulated in this Agreement.

- 12. POTENTIAL SUBCONTRACTOR(S)** ~ Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractor(s) and no subcontract shall relieve the primary Contractor of its responsibilities and obligations hereunder. The

Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractor(s) and of persons directly employed or indirectly employed by any of them as it is

for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractor(s) is an independent obligation from the State's obligation to make payments to the primary Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

13. **TRAVEL AND PER DIEM** ~ The Contractor agrees that all travel and per diem paid its employees under this Agreement shall be at rates not to exceed those amounts paid to the nonrepresented/excluded State employees. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CDFW.
14. **NOVATION** ~ If the Contractor proposes any Novation Agreement, CDFW shall act upon the proposal within sixty (60) days after receipt of the written proposal. The State may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection may be made orally within the sixty (60) day period, and confirm in writing within five (5) days. No Novation Agreement shall become operative or otherwise binding on the State pursuant to this paragraph in the absence of a formal Novation Agreement amendment which has been approved in accordance with all applicable State policy, laws and procedures.
15. **INSURANCE** ~ When the Contractor submits a signed Agreement to CDFW, the Contractor shall also furnish, either proof of self-insurance or certificate(s) of insurance, showing that the required insurance is presently in effect. Contractor agrees to make complete copies of applicable insurance policies available to CDFW upon request. The State will not be responsible for any premiums or assessments on the policy.

General Provisions Applying to All Policies

- 1) Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- 2) Policy Cancellation / Termination & Notice of Non-Renewal – Contractor shall provide to the State within two business days a copy of any notice of Cancellation/Termination or Non-renewal received by contractor for any of the required insurance policies. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- 3) Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- 4) Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- 5) Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

- 6) Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor's insurance or supply evidence of insurance to the State equal to policies, coverages and limits required of Contractor.

- 7) Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.

Provider hereby represents and warrants that Provider is currently and shall remain, for the duration of this Agreement at Provider's own expense, insured against:

- 1) Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000.00 per occurrence for bodily injury and property damage liability combined with a \$2,000,000.00 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

The policy must be endorsed to include the State of California, its officers agents and employees as additional insured, but only with respect to work performed under the Contract..

- 2) Automobile Liability – (If applicable) Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000.00 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.

The policy must be endorsed to include the State of California, its officers agents and employees as additional insured, but only with respect to work performed under the Contract..

- 3) Aircraft Liability – (If applicable) When aircraft are used in the performance of agreement work contractor, or its subcontractor, shall maintain aircraft liability with limits of not less than \$10,000,000.00 each accident.

The policy must be endorsed to include the State of California, its officers agents and employees as additional insured, but only with respect to work performed under the Contract.

- 4) Watercraft Liability – (If applicable) When watercraft are used in the performance of agreement, the work contractor or its subcontractor, shall maintain watercraft liability with limits of not less than \$1,000,000.00 each accident.

When watercraft is used in performance of work on or over navigable waters of the United States, contractor's workers' compensation policy shall be endorsed to include the United States Longshore and Harbor Workers' Compensation Act coverage. The coverage applies to work on or over navigable waters of the U.S.

The policy must be endorsed to include the State of California, its officers agents and employees as additional insured, but only with respect to work performed under the Contract..

- 5) Professional Liability – (If applicable) Contractor shall maintain professional liability covering any damages caused by a negligent error, act or omission with limits of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 policy aggregate. The policy's retroactive date must be shown on the certificate of insurance and must be before the date this contract was executed or before the beginning of contract work.

- 6) Pollution Liability – (If applicable) Contractor shall maintain pollution liability with Limits no less than \$1,000,000 each occurrence and \$2,000,000 aggregate.

The policy must be endorsed to include the State of California, its officers agents and employees as additional insured, but only with respect to work performed under the Contract..

- 7) Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000.00 are required.

When work is performed on State owned or controlled property the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided.

When watercraft is/are used in performance of agreement work contractor's workers' compensation policy shall be endorsed to include applicable special coverage extensions where applicable.

16. **COMPUTER SOFTWARE (IT SERVICES)** ~ The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

17. **INSPECTION** ~ The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made by the State of the premises of the Contractor

or a subcontractor, the Contractor shall provide and shall require their subcontractor(s) to provide all reasonable facilities and assistance for the safety and convenience of the State representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

- FORCE MAJEURE** ~ Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by 'Force Majeure'. As used in this section, 'Force Majeure' is defined as follows: Acts of war, acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.
18. **FORCE MAJEURE** ~ Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by 'Force Majeure'. As used in this section, 'Force Majeure' is defined as follows: Acts of war, acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.
19. **FORCED, CONVICT AND INDENTURED LABOR** ~ No foreign-made equipment, materials, or supplies furnished to the State pursuant to this Agreement may be produced in whole or in part by forced labor, convict labor, or indentured labor. By submitting a bid to the State or accepting a purchase order, the Contractor agrees to comply with this provision of the Agreement. This requirement does not apply to public works (construction) Agreements.
20. **CONTRACT STAFF REQUIREMENTS** ~ The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with the California State Department of Fish and Wildlife or any other governmental entity.
21. **EVALUATION OF CONTRACTOR (CONSULTANT AGREEMENTS ONLY)** ~ Performance of the Contractor, under this Agreement, will be evaluated. The evaluation shall be prepared on a Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file.

If the Contractor did not satisfactorily perform the work or service, a copy of the negative evaluation form will be submitted to the Contractor and the Department of General Services, Legal Division, within fifteen (15) days of the completion of the evaluation. The Contractor will have thirty (30) days to prepare and send statements defending its performance under the Agreement. The evaluation of the Contractor shall not be a public record.

22. **REQUIREMENTS FOR LEGAL AGREEMENTS ONLY** ~ In accordance with Public Contract Code § 10353.5, the Contractor shall:
- ❖ Agree to adhere to legal costs and billing guidelines designated by the State;
 - ❖ Adhere to litigation plans designated by the State;
 - ❖ Adhere to case phasing of activities designated by the State;
 - ❖ Submit and adhere to legal budgets as designated by the State;
 - ❖ Maintain legal malpractice insurance in an amount not less than the amount designated by the State;
 - ❖ Submit to legal bills legal bill audits and law firm audits if requested by the State or by any legal cost control providers retained by the State for this purpose; and
 - ❖ Submit to a legal cost and utilization review, as determined by the State.

**FEDERAL PROVISIONS
(FEDERAL FUNDS)**

1. **UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESSES:** The Grantee agrees that affirmative steps will be taken to assure that qualified small, minority and women-owned businesses are used when possible as sources of supplies, construction, and services in the performance of grant-assisted Agreements and subcontracts. Affirmative steps taken shall include the following:
 - a. Include qualified small, minority and women-owned businesses on solicitation lists;
 - b. Assuring that small, minority and women-owned businesses are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of small, minority and women-owned businesses;
 - d. Establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women-owned businesses;
 - e. Using the services and assistance of the Small Business Administration, the Minority business Development Agency of the U.S. Department of Commerce, and the State Office of Small Business and Disabled Veteran Business Enterprise Certification; and
 - f. If the Grantee awards subcontracts, requiring the subcontractor to take the affirmative steps in paragraphs A through E of this section.
2. **DISCLOSURE REQUIREMENTS:** Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through Agreement with the State. The disclosure statement shall include the Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.
3. **COMPLIANCE WITH FEDERAL REGULATIONS:** The Grantee understands that the State is obligated, in accordance with its assistance Agreement with the Federal Government, to comply with the provisions of federal regulations contained in the Uniform Guidance 2 Code of Federal Regulations (CFR) 200 and any conditions in the grant Agreement and any amendments thereto. In order to ensure that the State can meet these obligations, the Grantee warrants, represents, and agrees that it and its subcontractors, employees, and representatives will comply with: 1) all applicable provisions of 2 CFR 200; and 2) all general and special conditions contained in the Agreement.
4. **COPYRIGHTS:** The Grantee agrees to and does hereby grant to the Federal Government, a royalty-free nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights of copyright which the Grantee purchases, in whole or in part, with funds provided by this Agreement.

5. STANDARDS FOR FINANCIAL MANAGEMENT SYSTEM: The Grantee and all subcontractors shall maintain fiscal control and accounting procedures which are sufficient to:

- a. Permit preparation of reports required by 2 CFR 200 and statutes authorizing the grant.
- b. Permit tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable statutes.

A requirement to this effect shall be placed in all subcontracts related to performance of work under this Agreement.

6. APPLICABLE COST PRINCIPLES: The cost principles for this Agreement are applicable as set forth below (Office of Management and Budget (OMB):

- a. OMB Circular 21 – Education Institutions;
- b. OMB Circular A-87 – State, Local or Indian Tribe Governments;
- c. OMB Circular A-122 – Cost Principals for Non-Profit Organizations;
- d. OMB Circular A-133 – Audits of States, Local Governments and Non-Profit Organizations;
- or
- e. Title 48 CFR Part 31 – For-Profit Organizations

Funds provided under this Agreement shall not be used for payment of salaries to individual consultants retained by the Grantee or any subcontractors in excess of the rate for Level 4, of the Federal Executive Schedule. The limit expressed herein does not include transportation and subsistence costs for necessary travel for work required under this Agreement.

7. CONTINGENT FUNDING: It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if sufficient funds are made available to the State by the US Government for the fiscal year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress of any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds for the Agreement, the State has the option to terminate the Agreement under the termination clause or to amend the Agreement to reflect any reduction of funds.

The California Department of Fish and Wildlife (CDFW) has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.

8. ENVIRONMENTAL QUALITY: The Grantee and subcontractors shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air

Act, Title 42 U.S.C. 1857(h), Section 508 of the Clean Air Act, Title 33 U.S.C. 1368 Executive Order 11738 and, Title 40 CFR part 15.

The Grantee shall comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Conservation Act (Publ. L. 94-163).

9. **RECYCLED PAPER:** The Grantee agrees to use recycled paper for all reports which are prepared as a part of this Agreement and delivered to the State. This requirement does not apply to reports which are prepared on form supplied by the Federal Government. This requirement applies even when the cost of recycled paper is higher than that of virgin paper.
10. **SINGLE AUDIT ACT:** To the extent applicable, the Grantee shall be subject to and shall comply with the provisions and requirements of the Single Audit Act of 1984 (Pub. L 98-502) and implementing policies, procedures and guidelines, including applicable circulars issued by the Federal OMB.
11. **FEDERAL ASSURANCES:** It is further agreed that by signing this Agreement, the Grantee is subject to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of CDFW on the basis of race, color, national origin, age, sex (in education activities) or disability.
12. **COMPLIANCE WITH FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT 2006 (FFATA):** As a recipient of a federal contract, grant or other federal funds, the State is required under the Federal Funding Accountability and Transparency Act of 2006 (FFATA) to report certain information about the State's contractors, grantees and sub-recipients of that federal funding. The Grantee, as a sub-recipient of federal funds, agrees to provide the State with data required under the FFATA unless exempted under that act. Grantee shall complete the FFATA Certification form (DFW 868) and submit it as instructed, on or before execution of the agreement. If not exempt, the Grantee shall create a registration, or update its data if already registered, on the federal System for Award Management (SAM) at www.sam.gov. A DUNS number is required for the SAM registration and must be included on the FFATA Certification form unless exempted per the certification. Grantee agrees to update its SAM registration and notify the State if there is a material change to its SAM data, or its exemption status changes.

Mileage Reimbursement Rate Effective 06/05/2017

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms "contract" and/or "subcontract" have the same meaning as "grantee" and/or "subgrantee" where applicable.
 - a. Reimbursement for travel and/or per diem shall be at the rates established for nonrepresented/excluded state employees. Exceptions to California Department of Human Resources (CalHR) lodging rates may be approved by the California Department of Fish and Wildlife (Department) upon the receipt of a statement on/with an invoice indicating that State employee travel rates are not available.
 - b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract **or** subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of assignments.

Headquarters may be individually established for each traveler and approved verbally or in writing by the program funding the agreement. Verbal approval shall be followed up in writing or email.
 - c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on Page 3 of this document to determine the reimbursement allowance. All lodging reimbursement claims must be supported by a receipt*. If a contractor does not or cannot present receipts, lodging expenses will not be reimbursed.

(1) Lodging (with receipts*):¹

Travel Location / Area	Reimbursement Rate
All counties except those listed below	\$ 90.00 plus tax
Napa, Riverside, Sacramento Counties	\$ 95.00 plus tax
Marin	\$110.00 plus tax
Los Angeles, Orange, and Ventura Counties and Edwards AFB, excluding the city of Santa Monica	\$120.00 plus tax
Monterey, San Diego	\$125.00 plus tax
Alameda, San Mateo, Santa Clara	\$140.00 plus tax
City of Santa Monica	\$150.00 plus tax
San Francisco	\$250.00 plus tax

Reimbursement for actual lodging expenses that exceed the above amounts may be allowed with the advance approval of the Deputy Director of the California Department of Fish and

¹ *Receipts from Internet lodging reservation services such as Priceline.com which require prepayment for that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment.

Wildlife or his or her designee. Receipts are required.

(2) Meal/Supplemental Expenses: With substantiating receipts, a contractor may claim actual expenses incurred up to the following maximum reimbursement rates for each full 24-hour period of travel.

Meal / Expense Reimbursement Rate

Breakfast	\$ 7.00
Lunch	\$ 11.00
Dinner	\$ 23.00
Incidental expenses	\$ 5.00

- d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work and has been approved in advance by the Department Deputy Director. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and incidental expenses for each 24-hour period computed at the rates listed in 1 .c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior Department written approval.
 - e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on Page 3 of this document.
 - f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.
2. If any of the reimbursement rates stated herein is changed by CalHR, no formal contract amendment will be required to incorporate the new rates. However, the Department shall inform the contractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change.

At the Departments' discretion, changes or revisions made by the Department to this exhibit, excluding travel reimbursement policies established by CalHR may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by Department policy. Changes to the travel reimbursement rates stated herein may not be applied earlier than the date a rate change is approved by CalHR.

3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
4. **Note on use of autos:** If a contractor uses his/her or a company car for transportation, the rate of reimbursement will be **54 cents** maximum per mile. If a contractor uses his/her or a company car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.

5. The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.
6. Contractors are to consult with the Department Contract Manager to obtain specific invoicing procedures.

Per Diem Reimbursement Guide

<i>Length of travel period</i>	<i>And this condition exists...</i>	<i>Meal allowed with receipt</i>
Less than 24 hours	<ul style="list-style-type: none"> ▶ Trip begins at or before 6:00 a.m. and ends at or after 9:00 a.m. ▶ Trip ends at least one hour after the regularly scheduled workday ends or begins at or before 4:00 p.m. and ends after 7:00 p.m. <p><i>Lunch or incidentals cannot be claimed on one-day trips.</i></p>	Breakfast Dinner
24 hours or more	<ul style="list-style-type: none"> ▶ Trip begins at or before 6:00 a.m ▶ Trip begins at or before 11:00 a.m ▶ Trip begins at or before 5:00 p.m 	Breakfast Lunch dinner
More than 24 hours	<ul style="list-style-type: none"> ▶ Trip ends at or after 8:00 a.m ▶ Trip ends at or after 2:00 p.m ▶ Trip ends at or after 7:00 p.m 	Breakfast Lunch Dinner
<p>The following meals may <i>not</i> be claimed for reimbursement: meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and/or continental breakfasts such as rolls, juice, and coffee are not considered to be a meal.</p> <p>No meal expense may be claimed for reimbursement more than once in any given 24-hour period.</p>		

Private Aircraft Mileage Reimbursement Rate:

- The reimbursement for an employee’s use of a privately owned aircraft on state business shall be at the Federal General Services Administration (GSA) Privately Owned Mileage Reimbursement Rate, which is currently \$1.17 per statute mile.
- For departments using the California Automated Travel Expense Reimbursement Systems (CalATERS), a CalATERS letter will be released in the near future with information and or departments using the California Automated Travel Expense Reimbursement Systems (CalATERS), a CalATERS letter will be released in the near future with information and instructions on how to address the above-referenced rate changes