



State of California – The Natural Resources Agency  
DEPARTMENT OF FISH AND WILDLIFE  
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[www.wildlife.ca.gov](http://www.wildlife.ca.gov)

*EDMUND G. BROWN JR., Governor*  
*CHARLTON H. BONHAM, Director*



## REQUEST FOR QUALIFICATIONS (No. P1330003)

### California Environmental Quality Act Document Preparation California Department of Fish and Wildlife, Lead Agency For Various Pacific Gas & Electric Projects

#### Notice to Prospective Contractors

June 24, 2013

You are invited to review and respond to this Request for Qualifications (RFQ) (number P1330003) entitled California Environmental Quality Act (CEQA) Document Preparation for Various Pacific Gas & Electric Projects where the California Department of Fish and Wildlife (CDFW) is the CEQA Lead (as defined in Title 14, California Code of Regulations (CCR), section 15367) and Responsible (14 CCR 15381) Agency, hereafter referred to as “Contract Work”. Qualified individuals and firms are invited to respond to this Notice and RFQ in compliance with the instructions attached.

A copy of the RFQ is attached hereto. It contains a description of the Contract Work, qualifications, evaluation criteria and directions on how to prepare and submit your response. Your response will be in the form of a Statement of Qualifications (SOQ). **The SOQ must be received no later than 5:00 p.m. on July 22, 2013 at California Department of Fish and Wildlife, Bay Delta Region, 7329 Silverado Trail, Napa, California 94558.**

This RFQ is for a qualified contractor to be available to assist CDFW with Contract Work when Work Authorizations are issued for specific tasks. These tasks will all be associated with projects that Pacific Gas & Electric proposes that require that CDFW act as a CEQA Lead or Responsible Agency. The selected contractor will be required to work independently or partner with CDFW employees, but all work will be done at the direction of CDFW. No work is guaranteed under this RFQ, although it is anticipated that several projects a year will be the subject of Work Authorizations. The anticipated term of this contract is five years from the date the contract is executed.

Note that all contracts entered into with the State of California include, by reference, General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site <http://www.ols.dgs.ca.gov/standard+language>. These documents are also attached as an exhibit to the RFQ. The terms contained in these documents will become part of the contract. If you are unable to agree to any of these terms, you must state in your SOQ the specific provisions to which you cannot agree and the reason therefor. Your inability to agree to those terms may reduce your score (see evaluation criteria) and/or may disqualify you from being considered for this contract.

Please note that questions regarding this RFQ must be submitted to CDFW’s website using the process described in the RFQ, section 1.2.1. No verbal information provided regarding this RFQ will be binding on the State.

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Lisa Gallegos, Procurement and Contracting Officer

*Conserving California’s Wildlife Since 1870*

# REQUEST FOR QUALIFICATIONS (No. P1330003)

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## **SECTION 1 – GENERAL INFORMATION**

### **1.1 Introduction**

The California Department of Fish and Wildlife (CDFW) is requesting Statements of Qualification (SOQ) from interested businesses and individuals to be available to prepare documents pursuant to the California Environmental Quality Act (CEQA; Pub. Resources Code, section 21000 *et seq.*) and CEQA Guidelines (Title 14, California Code of Regulations, section 15000 *et seq.*) for certain work that will be performed by Pacific Gas & Electric (PG&E) based on later-issued Work Authorizations. No work is guaranteed by this contract, although it is anticipated that several documents a year will need to be prepared pursuant to Work Authorizations. (Sample Work Authorization can be found at Exhibit A). The contractor may be asked to prepare the full range of CEQA documents including all documents associated with Categorical Exemptions, Negative Declarations, Mitigated Negative Declarations and Environmental Impact Reports, and CDFW's Certified Regulatory Program (Title 14, California Code of Regulations, section 15251(o), among others. This work will also include reviewing CEQA documents prepared by others for possible use by CDFW as a CEQA Lead or Responsible Agency. All documents prepared or reviewed under this Contract must meet all legal requirements of such documents.

PG&E has a number of CEQA projects (as defined by Title 14, California Code of Regulations, section 15378) that require approval by CDFW. In most cases, CDFW is being asked to issue an Incidental Take Permit (ITP) pursuant to the California Endangered Species Act (CESA; Fish and Game Code section 2081 *et seq.*, Title XIV, California Code of Regulations section 786 *et seq.*) and/or a Lake and Streambed Alteration Agreement (LSAA; Fish and Game Code section 1600 *et seq.*) for PG&E's work. It is also possible that other CDFW entitlements may be sought by PG&E. The issuance of these entitlements to PG&E necessitates CDFW acting as a Lead or Responsible Agency under the CEQA. As a Lead Agency, CDFW must consider all of the environmental impacts of PG&E's proposed work including those impacts on air and water quality, traffic, noise, etc. While CDFW has internal expertise to analyze the impacts of PG&E's projects on biological resources, the services of a contractor with experts in these other highly technical fields are necessary to ensure that CDFW meets all of its legal requirements. Similarly, there may be times when another agency has acted as a Lead Agency for a PG&E project and CDFW must act as a Responsible Agency. While the scope of the environmental analysis in this case is more limited, additional expertise may be needed to allow CDFW to meet its legal responsibilities.

Examples of the type of work PG&E may propose include, but are not limited to:

1. Construction, replacement or repair of transmission lines and pressure regulating stations;
2. Maintenance or replacement of natural gas pipelines;
3. Fish barrier removal;
4. Vegetation management under electrical transmission lines.

These projects may occur anywhere in the State.

### **1.2 RFQ Details**

- 1.2.1 This RFQ is issued by CDFW's Bay Delta Region although PG&E's work site locations may occur throughout the state. A copy of this RFQ may be obtained by downloading it from CDFW's website at: [www.dfg.ca.gov/news/pubnotice](http://www.dfg.ca.gov/news/pubnotice) and at Bidsync: <http://www.bidsync.com/>.

- 1.2.2 All questions concerning this RFQ shall be submitted directly to Bidsync on or before 2:00 p.m. seven calendar days before the SOQ submittal deadline stated in the Notice to Prospective Contractors accompanying this RFQ and in section 1.3.1. below. When submitting questions, please indicate the RFQ number in the subject line. Questions via fax, email or telephone will not be accepted. Answers to questions and other notices associated with this RFQ will be provided at the same location on the website. Those documents will constitute addenda to this RFQ.
- 1.2.3 It is the prospective contractor's sole responsibility to monitor the website for all information regarding this RFQ. CDFW is not responsible for sending individual notification of changes, updates or addenda.
- 1.2.4 CDFW strongly encourages California certified small businesses and Disabled Veteran Business Enterprises (DVBE)<sup>1</sup> to submit their SOQs and for other firms submitting SOQs to use small businesses and DVBEs wherever possible. If these services are to be used by the successful contractor, that business should notify CDFW to allow CDFW to track, tabulate and report it in its participation goals for these programs.

**1.3 SOQ Deadline and Delivery**

1.3.1 Deadline: Sealed SOQs shall be accepted no later than 5:00 p.m. on July 22, 2013.

1.3.2 Deliver or mail SOQs to:

California Department of Fish and Wildlife  
 Bay Delta Region  
 Attn: Karen Weiss, Senior Environmental Scientist  
 7329 Silverado Trail  
 Napa, CA 94558

CDFW will not accept email or facsimile responses. SOQs that are mailed must be postmarked or if delivered, received, at the above address by the deadline. It is the responsibility of the prospective contractor to make sure the envelope is in the office location above on or before the identified time and date.

1.3.3 All submissions must be plainly marked on the outside of the envelope:

**RFQ No. P1330003**  
**Title: CEQA Document Preparation for PG&E projects**  
**DO NOT OPEN**

SOQ by \_\_\_\_\_ (Name)  
 \_\_\_\_\_ (Complete mailing address)

1.3.4 SOQs received after the deadline will not be opened and will be returned to the address on the envelope by U.S. Mail. Incomplete SOQs will also be returned.

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<sup>1</sup> Information about small business resources and whether your firm is eligible for certification can be found at [www.pd.dgs.ca.gov/smbus.com](http://www.pd.dgs.ca.gov/smbus.com) or by calling the Office of Small Business and DVBE Certification at (916) 375-4940.

#### **1.4 Withdrawal of RFQ**

- 1.4.1 Prospective contractors may withdraw their SOQ at any time prior to the deadline for submitting the SOQ. To withdraw the SOQ, the prospective contractor must do so in a writing signed by a duly authorized representative of the prospective contractor, delivered to the same address to which the SOQ is submitted (see 1.3.3 above).
- 1.4.2 Prospective contractors who have withdrawn their SOQ may submit a new or modified SOQ provided it is received no later than the SOQ deadline in 1.3.1.above.

#### **1.5 Rejection of SOQs**

- 1.5.1 CDFW reserves the right to reject any or all SOQs received in response to this RFQ, to cancel this RFQ, or to terminate the selection proceedings at any time, if it determines that doing so is in the best interest of CDFW.

#### **1.6 Project Duration**

- 1.6.1 The contract awarded under this RFQ will run for 5 years from the date that the contract is entered into. Each specific Work Authorization issued under the contract will set the specific scope and time constraints for the work covered by that Work Authorization. No Work Authorization will be issued for work beyond the end date of the contract.

#### **1.7 Award of the Contract**

- 1.7.1 The contract award under this RFQ shall be in accordance with the procedures herein and all other laws and regulations governing this contract. It shall be made to the best qualified firm with whom CDFW is able to negotiate a satisfactory contract at a fair and reasonable price.

#### **1.8 Disposition of SOQ Documents**

- 1.8.1 At the time the SOQs and related documents are opened, such documents become the property of the State of California and are available for public inspection.

#### **1.9 Sample Agreements and Forms**

- 1.9.1 Attached as Exhibit B to this RFQ is a Sample Standard Agreement. Attached as Exhibit C are the Contractor Certification Clauses. Each of these Exhibits will be used for the contract that is issued pursuant to this RFQ.

### **SECTION 2 – SCOPE OF WORK**

#### **2.1 Purpose of the Contract**

- 2.1.1 The purpose of the contract is to have the services of an expert CEQA consultant available to CDFW when it needs to act as a Lead or Responsible Agency for CEQA projects that PG&E proposes. These CEQA services can include preparation of all types of CEQA documents, but also review of and advice on the adequacy of CEQA documents prepared by others, including other Lead and Responsible Agencies for use by CDFW. The services will be called on through the use of Work Authorizations.

These Work Authorizations will specify the exact services needed from the contractor for each project. Work Authorizations and their associated budgets will be signed by CDFW and an authorized representative of the contractor. The work of the contractor is paid by CDFW, but is funded through a reimbursement contract with PG&E. However, the contractor works exclusively for CDFW in relation to the Contract Work; they may not communicate with PG&E regarding this work unless specifically authorized by CDFW to do so.

## **2.2 Location of the Work**

- 2.2.1 The contractor will be expected to coordinate closely with CDFW's Project Leaders who will be specified in the Work Authorizations for each project. These CDFW Project Leaders may be in CDFW's Bay Delta Region, CDFW headquarters, or any other CDFW regional office. A map of the regional offices is located on CDFW's website.
- 2.2.2 The contractor is expected to work out of its' own offices.
- 2.2.3 PG&E's projects that will be the subject of the CEQA analysis provided for in this RFQ may occur anywhere in the state. Site visits may be required depending on the project and, if so, will be provided for in the Work Authorization for that project.

## **2.3 Scope of Work**

- 2.3.1 Contractor is expected to have available a team of experts in all subject areas that a CEQA analysis must consider and cover. Those subject areas include all of the environmental factors that are found on the CEQA Environmental Checklist Form. This form can be found at Title 14, California Code of Regulations, 15000 *et seq.*, Appendix G. While technical experts in these areas may not be needed for each project, the precise team of experts to use will be set out in the Work Authorization for each project. This team shall be led by a Contract Manager. The Contract Manager may not change during the work covered by the Work Authorization unless that person leaves the contractor's employment or pursuant to 2.3.4.
- 2.3.2 Contractor is expected to have available a legal expert who is a specialist in the field of CEQA. The purpose of these legal experts will be to advise the contractor about the adequacy of environmental documents prepared for CDFW, among other things.
- 2.3.3 All of the required staff need not be employed directly by the contractor except the Contract Manager. They may be retained by the contractor as subcontractors or independent contractors.
- 2.3.4 The contractor's expert team must be willing to work with CDFW's Project Leader specified in the Work Authorization, but also with CDFW's other in-house technical experts. If any member of the team fails to perform the Contract Work to the satisfaction of CDFW, the contractor will remove that member and find a replacement within 10 business days.
- 2.3.5 Nothing in this contract affects the exercise of independent judgment by CDFW as required by CEQA. Contractor merely makes recommendations to CDFW, but all conclusions, final decisions, findings, and similar decisions are made by CDFW alone. The contractor will take direction from CDFW and perform Contract Work, consistent

with this direction, even if the Contractor disagrees with that conclusion or decision.

#### 2.3.6 Basic Services, Task 1: Preparing CEQA documents

- 2.3.6.1 Contractor must draft legally adequate CEQA documents. These include documents related to Statutory or Categorical Exemptions, Negative Declarations, Mitigated Negative Declarations, Environmental Impact Reports and CDFW's Certified Regulatory Program. This drafting is not limited to the documents themselves, but includes all required notices, forms, findings, plans etc.
- 2.3.6.2 The type of document that will be needed for each project shall be specified in the Work Authorization. Once the Work Authorization is received by the contractor, the contractor will consult with CDFW about whether they concur with the type of CEQA document specified in the Work Authorization. If they recommend a different document based on their expertise, and CDFW in its independent judgment agrees with that recommendation, then the Work Authorization will be amended to reflect that change.
- 2.3.6.3 The specified CEQA document will be prepared in the time frame specified in the Work Authorization for the particular project.
- 2.3.6.4 Preparing a legally adequate CEQA document may include research and review of existing studies and information; gathering information through field studies and assessments; developing models and other decision support tools; conducting thorough analyses of data; and recommending certain conclusions based on those analyses. To be legally adequate, the documents must comply with CEQA, the CEQA Guidelines and case law interpreting those provisions. Contractor must perform all of the work necessary to prepare legally adequate CEQA documents.
- 2.3.6.5 Each document prepared shall be submitted to CDFW in draft form. CDFW shall review the documents, exercise its independent judgment regarding the document, and shall provide the contractor with comments. Contractor will address the comments of CDFW in the final document. There may be instances when multiple drafts are required before a document becomes final. The number of drafts will be specified in the Work Authorization for a particular project.
- 2.3.6.6 When documents must be filed, Contractor shall do so.

#### 2.3.7 Basic Services, Task 2: Reviewing Draft or Final CEQA Documents Prepared by Others

- 2.3.7.1 As permitted by CEQA, CEQA documents may be prepared by others. This can be the case where there is another Lead Agency for a project and CDFW will be acting as a Responsible Agency, or where the project applicant, in this case PG&E, uses its own consultants to prepare draft documents for CDFW to consider using. When such a document is available, CDFW shall specify the document in the Work Authorization and provide it to the contractor. In this case, contractor will review these CEQA documents prepared by others to determine their legal adequacy for use by CDFW. This recommendation shall be in the form of a report to CDFW. The report will specify the adequacy of the document and if the document is inadequate, what steps must be taken to make the document adequate.
- 2.3.7.2 Contractor will prepare whatever documents are needed to make these documents

adequate, including but not limited to Subsequent, Supplement, or Addenda to environmental documents as those terms are defined in CEQA and the CEQA Guidelines.

2.3.7.3 Sections 2.3.6.3 – 2.3.6.6 also apply to this work.

### 2.3.8 General Provisions Regarding Scope of Work

- 2.3.8.1 While CDFW cannot adequately predict when during the contract term Work Authorizations will be issued, contractor must have sufficient staff capacity to be able to work on multiple Work Authorizations at one time.
- 2.3.8.2 While CDFW will strive to give the contractor as much notice as possible that a Work Authorization is going to be issued, contractor must assemble a team and begin work no later than 10 business days after the date that a Work Authorization is received.
- 2.3.8.3 Contractor shall bill CDFW monthly for Contract Work. Invoices for personnel services will provide the specific team member performing that work and the hourly rate agreed upon for that person. Budgets for particular projects will be set out in the Work Authorization for that task. Invoices shall make clear which Work Authorization, by number, is being billed for.
- 2.3.8.4 When public meetings are required by law or determined to be warranted by CDFW, these meetings will be specified in the Work Authorization. The Work Authorization shall specify where and how many meetings will be held. Contractor will arrange for meeting location, prepare any meeting materials needed, and provide facilitation services for such meeting as specified in the Work Authorization.
- 2.3.8.5 All records of the contractor associated with Contract Work shall be retained by the Contractor for 3 years from the date of completion of the work. The documents will not be destroyed without authorization of CDFW.
- 2.3.8.6 If any of the Contract Work becomes the subject of legal challenge, contractor shall cooperate with CDFW, the Office of the Attorney General, or other attorney working on the matter identified by CDFW. This includes, but is not limited to, assistance in the preparation of the administrative record. If this litigation-related work is required, a Work Authorization shall be provided.
- 2.3.8.7 In addition to executing all contract-related documents, the contractor will also be required to prepare and file with CDFW Form 700(s), Statements of Economic Interests. This form and instructions for completing it can be found at the website for the Fair Political Practices Commission: [www.fppc.ca.gov](http://www.fppc.ca.gov).
- 2.3.8.8 CDFW acknowledges that PG&E has several of its own contracts for consultants performing very similar services to those being sought in this RFQ. Firms that have existing contracts with PG&E or its related businesses are not disqualified from this RFQ. However, extreme care must be taken to ensure that when services are being provided under this contract, they be completely independent of those being provided to PG&E. As a result, firms submitting SOQs must disclose

the number and nature of all such contracts as well as provide a detailed explanation of how this independence will be maintained during the term of the contract.

## **2.4 Compensation**

- 2.4.1 Because this work will be provided on an as-needed basis, as determined and requested by CDFW, compensation for Contract Work shall be hourly with a cap on total costs for each project set in each Work Authorization.

## **SECTION 3 – RESPONDING TO THIS RFQ**

### **3.1 Minimum Requirements**

The SOQ must be in the following format and contain the information listed below:

#### **3.1.1 Transmittal letter**

- 3.1.1.1 A brief background of firm along with a general description of the type of environmental services provided. This should include the location of all offices, including the specific location of the headquarters where most of the Contract Work will be performed.
- 3.1.1.2 A description of what work will be conducted by employees of the firm and what work will be the subject of a subcontract or performed by non-employees. Contractor should use the Environmental Checklist Form to identify what technical experts are employees of the firm and which are non-employees.
- 3.1.1.3 A description of the legal mechanism that will be used to retain these outside, non-employee services (e.g. subcontracts).
- 3.1.1.4 The name, title, phone, email, address of the Contract Manager.

#### **3.1.2 Organization chart**

- 3.1.2.1 An organizational chart for the firm.
- 3.1.2.2 An organizational chart for the Contract Work. This chart should have names, titles and areas of expertise relevant to the Contract Work. This chart should also specify whether the individual is an employee or non-employee.
- 3.1.2.3 List the top 4 principal personnel (both in-house and outside) who will be performing Contract Work and provide resumes/curriculum vitae that must include the number of years doing work relevant to the Contract Work. One of the principal personnel must be an attorney experienced in CEQA work to advise the contractor.

#### **3.1.3 Qualification and Experience**

- 3.1.3.1 A narrative description of the breadth of CEQA work performed by the business. This should include, but is not limited to, a short description of the business' work on:  
2 projects for which Statutory or Categorical Exemptions were prepared  
2 projects for which Negative Declarations were prepared

2 projects for which Mitigated Negative Declarations were prepared  
2 projects for which complex EIRs were prepared  
Any projects for which a Certified Regulatory Program was used.

The projects described in this section should be as similar as possible to the Contract Work.

3.1.3.2 Have any of the business' CEQA documents been invalidated by a Court and an explanation of the basis for that invalidation.

3.1.3.3 A narrative description of all work the firm has done in connection with CDFW's two primary regulatory programs, California Endangered Species Act Incidental Take Permits and Fish and Game Code section 1600 et seq. Lake and Streambed Alteration Agreements.

3.1.3.4 A narrative description that includes the number and nature of all current contracts and those within the past two years with PG&E and its related businesses. This must include an explanation of how the contractor will maintain the independence of the services being provided to CDFW in order to avoid conflicts of interest.

#### 3.1.4 References

3.1.4.1 A complete Proposer Reference Form (Exhibit D). Preference is given to public agency references.

#### 3.1.5 Cost sheet

3.1.5.1 In a separate sealed envelope marked with the firm's name, RFQ number and the term "COST SHEET," the SOQ must include the standard hourly billing rates for the principal personnel identified pursuant to 3.1.2.3. (See discussion in 3.5.3. regarding billing rates in the contract).

#### 3.1.6 Terms and Conditions

3.1.6.1 Prospective contractor must review Exhibits B and C, and describe any term, condition, or clause that it cannot or will not comply with and provide the reason therefore.

### 3.2 **Required Attachments to the SOQ:**

Proposer Reference Form  
Cost Sheet

### 3.3 **Costs of Developing SOQ**

3.3.1 Costs incurred for developing the SOQ and in anticipation of an award of the contract are entirely the responsibility of the business and shall not be charged to CDFW or the State of California.

### **3.4 Selection Criteria**

1. Does the business have offices that can service the entire state?
2. Has the business identified any Standard Terms, Conditions or Clauses that it can/will not comply with?<sup>2</sup>
3. Is the Contract Manager's office within 100 miles of Sacramento?
4. Does the prospective contractor have sufficient employee capacity for this work?
5. Are the technical experts listed in 3.1.1.3 employees or non-employees of the business?
6. How many years has the Contract Manager been employed doing CEQA work?
7. How many years have each of the 4 principal personnel identified in 3.1.2.3 been doing CEQA work?
8. How similar are the projects described in 3.1.3.1 to the Contract Work?
9. Have any CEQA documents prepared by the Contractor been invalidated without a reasonable explanation?
10. Does the firm have current/previous contracts with PG&E and how will independence be maintained to ensure no conflicts of interest arise?
11. What is the level of experience with CESA/LSAA programs?
12. References:
  - State agency references
  - Non-state public agency references
  - Other references
13. Satisfaction level of each reference.
14. Is the SOQ presented in a professional/appealing manner?
15. Does the SOQ contain any typographical or grammatical errors?

### **3.5 Evaluation and Selection Process**

- 3.5.1 Once the SOQs have been received, CDFW will review the packages and rate them based on the Selection Criteria above. This rating will be done by a selection

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<sup>2</sup> Failure to agree to certain Standard Terms and Conditions may cause the proposal to be rejected depending on the term or condition.

committee. The top three rated businesses will be determined to be qualified to continue in the selection process.

- 3.5.2 CDFW shall interview the three top rated businesses at a time and place to be determined once the initial determination in 3.5.1 has been made. This interview will take place as soon as possible after the rating is complete. Interviewed businesses will be notified about what additional information, if any, must be brought to the interview. The interview will be conducted by a selection committee (either the same or different from above) based on set criteria. This committee will rank the interviewed businesses based on their level of qualification, with the top business being designated as the “most qualified”.
- 3.5.3 CDFW shall attempt to negotiate a contract at a fair and reasonable price with the most qualified business. The cost sheets specified in 3.1.5 submitted as part of the SOQs, which have remained sealed up until this point, shall be opened and reviewed to determine if a price is fair and reasonable. They are not necessarily what CDFW will be prepared to pay in the contract. The contract may be negotiated for a price less than those specified in the cost sheet the contractor submitted.
- 3.5.4 If CDFW is unable to negotiate a contract at a fair and reasonable price with the most qualified business, it shall interview the next most qualified business following the same process in 3.5.3 in order of the ranking of the business.
- 3.5.5 Title 14, California Code of Regulations section 789 governs the selection process.
- 3.5.6 If an SOQ fails to meet a material requirement of this RFQ, it will be rejected. CDFW reserves the right to determine if a requirement is material or immaterial and in the event of an immaterial requirement, not reject the SOQ.
- 3.5.7 If CDFW learns that any information provided in the SOQ or subsequent interview is not accurate, CDFW shall reject the business from further consideration.
- 3.5.8 CDFW reserves the right to contact the provided references and ask them about their level of satisfaction with the services of the business.
- 3.5.9 Once CDFW successfully negotiates a contract based on the evaluation and selection process above, the successful business shall be required to execute a Standard Agreement, Form STD 213, which shall include the terms and conditions for the Contract Work, consistent with this RFQ. These documents are Exhibits to this RFQ. Contractor shall provide all required documents (e.g. proof of insurance) and execute all forms associated with this contract within five business days of having received a request or the receipt of the forms themselves from CDFW. Contractor shall also submit a Payee Data Record (STD 204) that can be found at [www.osp.dgs.ca.gov](http://www.osp.dgs.ca.gov) under Forms Management. No payment can occur without a STD 204 on file for the business being awarded this contract.
- 3.5.10 Work on the contract shall start not later than five days, after all approvals have been obtained and the contract 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 contract. 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.

3.5.11 Any contract awarded as a result of this RFQ will be awarded without discrimination based on race, color, religion, sex or national origin. The businesses selected must comply with all applicable laws, rules and regulations.

3.5.12 Applicants must keep the selection interviews and contract negotiations confidential until the contract is awarded.

**EXHIBIT A – Work Authorization**

**WORK AUTHORIZATION (SAMPLE)  
Number \_\_\_\_\_**

1. This Work Authorization (WA) is entered into pursuant to Standard Agreement No. \_\_\_\_\_ between the California Department of Fish and Wildlife (CDFW) and INSERT NAME OF CONTRACTOR.
2. CDFW's Project Leader for this WA is INSERT NAME AND CONTACT INFORMATION.
3. Contractor's Contract Manager for this WA is INSERT NAME AND CONTACT INFO.
4. The effective date of this WA is the date signed by CDFW's Project Leader.
5. The purpose of this WA is to direct the Contractor to perform the following work:
  - a. Project title.
  - b. Describe in as much detail as possible the work required by this WA including the type of CEQA document to be prepared, if applicable, number of drafts, whether public meetings are required, etc.
  - c. Describe special expertise needed so correct team can be assembled.
  - d. The date by which work under this WA must be completed.
  - e. If A SITE VISIT IS REQUIRED, INSERT HERE.
6. A budget for the WA is attached. This budget includes the hourly rate to be charged for the work herein as well as the maximum amount to be charged (cap). Contractor must notify CDFW immediately if it appears that the cap may be exceeded. In that event, CDFW may:
  - a. Amend the WA scope of work described in 5(b) above to accomplish the work within the approved budget; or
  - b. Amend the WA to augment the budget;
  - c. Direct the Contractor to complete the work for the budgeted amount without changing the scope of work; or
  - d. Terminate the WA.

Any expenses incurred by the Contractor that have not been authorized shall be borne by the Contractor.

\_\_\_\_\_  
CDFW Project Leader

\_\_\_\_\_  
Authorized Representative of Contractor

## **EXHIBIT B – Sample Standard Agreement**

STATE OF CALIFORNIA <b>STANDARD AGREEMENT</b> STD. 213 (Rev 06/03)		AGREEMENT NUMBER
		REGISTRATION NUMBER
1. This Agreement is entered into between the State Agency and the Contractor named below: STATE AGENCY'S NAME <b>DEPARTMENT OF FISH AND GAME</b> CONTRACTOR'S NAME		
2. The term of this Agreement is: The effective date of this contract is either the start date or the approval date by the Department of (General Services or Fish and Game), whichever is later. No work shall commence until the effective date. <b>Start Date</b> through <b>End Date</b>		
3. The maximum amount \$ of this Agreement is:		
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.		
Exhibit A – Scope of Work		___ Page(s)
Exhibit B – Budget Detail and Payment Provisions		___ Page(s)
*Exhibit C – General Terms and Conditions		GTC 610
Exhibit D – DFG Additional Provisions		6 Pages
Exhibit E – Federal Provisions		3 Pages
Exhibit I – Travel Reimbursement Information		2 Pages
Items shown with an Asterisk (*) are hereby incorporated by reference and made part of this Agreement as if attached hereto. These documents can be viewed at <a href="http://www.ols.dgs.ca.gov/standard+language">www.ols.dgs.ca.gov/standard+language</a>		
<b>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</b>		
<b>CONTRACTOR</b>		<b>California Department of General Services Use Only</b>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>DEPARTMENT OF FISH AND GAME</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>[Insert name], Deputy Director, Administration</b>		<input type="checkbox"/> Exempt per:
ADDRESS <b>1416 9<sup>th</sup> Street, 12<sup>TH</sup> Floor Sacramento, CA 95814</b>		

1. The Contractor agrees to provide, to the Department of Fish and Game (DFG), (insert type of service) as described herein:
2. The services shall be performed at (insert location where services are to be performed)
3. The services shall be provided (insert the days and hours when the services are to be performed)
4. The Project Officials during the term of this Agreement will be:

**DFG Contract Manager**

Name:  
Phone:  
Fax:  
Email:

**Contractor Project Director**

Name:  
Phone:  
Fax:  
Email:

Direct all inquiries to:

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

Contractor:  
Section/Unit:  
Attention:  
Address:  
Phone:  
Fax:  
Email:

The DFG Contract Manager may be changed at any time by DFG by providing a ten (10) day advance written notice to the Contractor.

The Contractor's Project Director may be changed at any time by the Contractor by providing a ten (10) day advance written notice to DFG.

**5. SCOPE OF WORK**

Background and Objectives

Work to be Performed

Schedule of Completion Dates

**Activity**

**Date**

Reports

**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 **monthly or** \_\_\_\_\_ 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:	
Region / Division:	
Address:	

- C. The original and one (1) approved copy of the invoice will be forwarded to the Department of Fish and Game'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 Department of Fish and Game 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 Department of Fish and Game 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 Department of Fish and Game 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**

<u>ITEM</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
1. PERSONAL SERVICES (Actual Staff Names and Classifications or Specific Classifications)			
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 @ _____%			_____
<b>TOTAL COSTS</b>			<b>\$ _____</b>

**GENERAL TERMS AND CONDITIONS**

Exhibit C to this agreement, the General Terms and Conditions (GTC 610), is hereby incorporated by reference and made part of this agreement as if attached hereto. The General Terms and Conditions can be viewed at [www.ols.dgs.ca.gov/standard+language](http://www.ols.dgs.ca.gov/standard+language) select Standard Contract Language.

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**ADDITIONAL PROVISIONS**

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 the DFG, 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 Game (DFG) 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** ~ The State 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 DFG Contract Manager or appointed representative. The DFG 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 DFG 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 DFG Contract Manager's decision.
  - b. The second level appeal must indicate why the DFG 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 DFG Contract Manager's response. This letter of appeal shall be sent to the Department of Fish and Game, Deputy Director, or duly appointed representative. The second level appeal must be filed within fifteen (15) working days upon receipt of the DFG 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 DFG 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 DFG 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 DFG 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 the State, 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 DFG Contract Manager, and one (1) copy to the Property Officer; one (1) copy must be retained by the Contractor.

The State 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 DFG 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 DFG 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 DFG 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 DFG 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 the State, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by the State under this Agreement.

8. **CONFIDENTIALITY OF DATA** ~ The Contractor shall protect from disclosure all information made available by the DFG. 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 the DFG 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 DFG Contract Manager and the DFG 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 DFG 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 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.

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 the State.
14. **NOVATION** ~ If the Contractor proposes any Novation Agreement, the State 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 the State, the Contractor shall furnish to the State, a certificate of insurance stating that there is liability insurance presently in effect for the Contractor for all applicable insurance. Contractor agrees to provide the State a copy of the policy upon request.

**a. 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.

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

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.

**b. Insurance Requirements**

- 1) Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 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.**

- 2) Automobile Liability – (If applicable) Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 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.**

- 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 each accident.

**The policy must be endorsed.**

- 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 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.**

- 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 per occurrence and \$3,000,000 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.

**The policy must be endorsed.**

- 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.**

- 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 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.

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.
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 Game 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.

DEPARTMENT OF FISH AND GAME		EXHIBIT	E
<b>FEDERAL PROVISIONS (FEDERAL FUNDS)</b>			
1.	<b>UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESSES:</b> The Contractor 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 Contractor awards subcontracts, requiring the subcontractor to take the affirmative steps in paragraphs A through E of this section.	
2.	<b>DISCLOSURE REQUIREMENTS:</b> 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.	<b>PRIVITY:</b> This Agreement is funded in whole or in part by a grant from the Federal Government. Neither the United States nor any of its departments, agencies, or employees are, or will be, a part to this Agreement or any lower tier subcontract or to any solicitation or request for proposal.		
4.	<b>COMPLIANCE WITH FEDERAL REGULATIONS:</b> The Contractor 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 Title 48 Code of Federal Regulations (CFR) Part 31 and any conditions in the grant Agreement and any amendments thereto. In order to ensure that the State can meet these obligations, the Contractor warrants, represents, and agrees that it and its subcontractors, employees, and representatives will comply with: 1) all applicable provisions of Title 48 CFR Part 31; and 2) all general and special conditions contained in the Agreement.		
5.	<b>COPYRIGHTS:</b> The Contractor 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 Contractor purchases, in whole or in part, with funds provided by this Agreement.	
6.	<b>STANDARDS FOR FINANCIAL MANAGEMENT SYSTEM:</b> The Contractor and all subcontractors shall maintain fiscal control and accounting procedures which are sufficient to:		
	a.	Permit preparation of reports required by Title 48 CFR Part 31 (including those required by Title 48 CFR part 31.40 and 31.41) 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.	

7.	<b>APPLICABLE COST PRINCIPLES:</b> The cost principles for this Agreement are applicable as set forth below (Office of Management and Budget (OMB):
	➤ OMB Circular 21 – Education Institutions; or
	➤ OMB Circular A-87 – State, Local or Indian Tribe Governments; or
	➤ OMB Circular A-122 – Cost Principals for Non-Profit Organizations; or
	➤ OMB Circular A-133 – Audits of States, Local Governments and Non-Profit Organizations; or
	➤ 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 Contractor 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.
8.	<p><b>CONTINGENT FUNDING:</b> 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.</p> <p>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.</p> <p>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.</p> <p>The DFG has the option to invalidate the contract under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.</p>
9.	<p><b>ENVIRONMENTAL QUALITY (FOR AGREEMENTS IN EXCESS OF \$100,000):</b> The Contractor 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.</p> <p>The Contractor 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).</p>
10.	<b>RECYCLED PAPER:</b> The Contractor 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.
11.	<b>SINGLE AUDIT ACT:</b> To the extent applicable, the Contractor 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.
12.	<b>FEDERAL ASSURANCES:</b> It is further agreed that by signing this Agreement, the contractor 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 the DFG on the basis of race, color, national origin, age, sex (in education activities) or disability.

13.	<b>USE OF SUBCONTRACTORS:</b> 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 the execution of this Agreement;
	b.	The Agreement between the primary Contractor and the subcontractor must be in writing;
	c.	The subcontractor 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 this Agreement; and
	d.	Upon termination of any subcontract, the State shall be notified immediately in writing, by the primary Contractor.  Further, any subcontract entered into as a result of this Agreement shall contain all applicable provisions stipulated in this Agreement.
14.	<b>COMPLIANCE WITH FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT 2006 (FFATA):</b> 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 Contractor, as a sub-recipient of federal funds, agrees to provide the State with data required under the FFATA unless exempted under that act. Contractor shall complete a Contractor's FFATA Certification form (State form) and submit it as instructed, on or before execution of the agreement. If not exempt the Contractor shall create a registration, or update its data if already registered, on the federal Contractors Central Registry (CCR) at <a href="http://www.ccr.gov">www.ccr.gov</a> . A DUNS number is required for the CCR registration and must be included on the FFATA Certification form. Contractor agrees to update its CCR registration and notify the State if there is a material change to its CCR data or its exemption status changes.	

**Travel Reimbursement Information**  
 (Mileage Reimbursement Rate Effective 7-1-2011)

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 Department of Personnel Administration (DPA) lodging rates may be approved by the Department of Fish and Game (DFG) 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 2 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\*):

<b>Travel Location / Area</b>	<b>Reimbursement Rate</b>
Statewide (excluding the counties identified below)	\$ 84.00 plus tax
Counties of Los Angeles and San Diego	\$110.00 plus tax
Counties of Alameda, San Francisco, San Mateo, and Santa Clara	\$140.00 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 Department of Fish and Game (DFG) or his or her designee. Receipts are required.

\*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.

(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.

<b>Meal / Expense</b>	<b>Reimbursement Rate</b>
Breakfast	\$ 6.00
Lunch	\$ 10.00
Dinner	\$ 18.00
Incidental expenses	\$ 6.00

- 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 DFG 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 DFG written approval.
- e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on Page 2 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.

- If any of the reimbursement rates stated herein is changed by DPA, no formal contract amendment will be required to incorporate the new rates. However, DFG shall inform the contractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change.

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

- 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.
- Note on use of autos:** If a contractor uses his/her or a company car for transportation, the rate of reimbursement will be **55.5 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.
- 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.
- Contractors are to consult with the DFG Contract Manager to obtain specific invoicing procedures.

### Per Diem Reimbursement Guide

Length of travel period	And this condition exists...	Meal allowed with receipt
Less than 24 hours	<ul style="list-style-type: none"> <li>▶ Trip begins at or before 6:00 a.m. and ends at or after 9:00 a.m.....</li> <li>▶ 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.</li> </ul> <p><b><i>Lunch or incidentals cannot be claimed on one-day trips.</i></b></p>	Breakfast  Dinner
24 hours or more	<ul style="list-style-type: none"> <li>▶ Trip begins at or before 6:00 a.m. ....</li> <li>▶ Trip begins at or before 11:00 a.m. ....</li> <li>▶ Trip begins at or before 5:00 p.m. ....</li> </ul>	Breakfast  Lunch  Dinner
More than 24 hours	<ul style="list-style-type: none"> <li>▶ Trip ends at or after 8:00 a.m. ....</li> <li>▶ Trip ends at or after 2:00 p.m. ....</li> <li>▶ Trip ends at or after 7:00 p.m. ....</li> </ul>	Breakfast  Lunch  Dinner

The following meals may **not** 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.

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

## **EXHIBIT C – Contractor Certification Clauses**

CCC-307

### **CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm 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 of</i>	

### **CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

**EXHIBIT D – Statement of Qualification Proposer Reference Form**

**STATEMENT OF QUALIFICATION PROPOSER REFERENCE FORM**

Submission of this attachment is mandatory. Failure to complete and return this attachment with your proposal will cause your proposal to be rejected and deemed nonresponsive.

List below three references where you performed services as similar as possible to the Contract Work within the last ten [10] years. If three references cannot be provided, please explain why on a separate sheet of paper.



**REFERENCE 1**

Name of Firm \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone Number \_\_\_\_\_

Dates of Service \_\_\_\_\_ Value or Cost of Service \_\_\_\_\_

Brief Description of Service Provided

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



**REFERENCE 2**

Name of Firm \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone Number \_\_\_\_\_

Dates of Service \_\_\_\_\_ Value or Cost of Service \_\_\_\_\_

Brief Description of Service Provided

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



**REFERENCE 3**

Name of Firm \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone Number \_\_\_\_\_

Dates of Service \_\_\_\_\_ Value or Cost of Service \_\_\_\_\_

Brief Description of Service Provided

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