



REQUEST FOR QUALIFICATIONS (No. P1396001)

California Environmental Quality Act Document Assistance California Department of Fish and Wildlife, Lead Agency For the Lucerne Valley Solar Project (Celtic Energy Corporation)

Notice to Prospective Contractors

July 11, 2013

You are invited to review and respond to this Request for Qualifications (RFQ) (number P1396001) entitled California Environmental Quality Act (CEQA) Document Assistance for the **Lucerne Valley Solar Project (Celtic Energy Corporation)** where the California Department of Fish and Wildlife (CDFW) is the CEQA Lead Agency (as defined in Title 14, California Code of Regulations (CCR), section 15367), 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 July 25 at: Renewable Energy Program, Department of Fish and Wildlife, 1416 9th Street, Suite 1341-B, Sacramento CA 95814.**

This RFQ is for a qualified contractor to be available to assist CDFW with Contract Work related to CEQA Document Assistance. 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. The anticipated term of this contract is for eighteen months 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 using the process described in the RFQ at section 1.2.2. No verbal information provided regarding this RFQ will be binding on the State.

Lisa Gallegos
Procurement and Contracting Officer

Conserving California's Wildlife Since 1870

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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 and assist in the preparation and/or review of 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 the construction, operation and maintenance of the Lucerne Valley Solar Project by Celtic Energy Corporation. The contractor shall prepare and/or review the full range of CEQA documents necessary for this project, including all documents associated with environmental review for the project and a mitigation monitoring and reporting program (MMRP), and other related documents (collectively “Environmental Documents”). An Environmental Impact Report (EIR), or its equivalent, is being prepared in relation to CDFW’s consideration of an application by Celtic Energy Corporation for a permit to incidentally take desert tortoise *Gopherus agassizii* in accordance with the California Endangered Species Act (CESA; Fish and Game Code section 2081 *et seq.*, Cal. Code Regs., tit. 14 § 786 *et seq.*), and a Lake and Streambed Alteration Agreement (LSAA; Fish and Game Code, section 1600 *et seq.*)

Celtic Energy Corporation proposes to construct, operate and maintain a solar-powered electric generating facility located in an undeveloped area of San Bernardino County, California. The Project is a 45-megawatt (MW), solar photovoltaic (PV) power plant and associated facilities on a site located south of Old Woman Springs Road, approximately eight miles east of the junction of Barstow Road and Old Woman Springs Road in Lucerne Valley. The Project site is 516 acres on public land under management of the Bureau of Land Management (BLM).

Related structures would include the PV solar field, control and maintenance buildings, and a switchyard. About 85 percent of the site would be used for the solar panel arrays, and the remaining area would be used for roads, power lines, a switchyard, a control/maintenance building, a parking area, and undeveloped areas. Construction is tentatively scheduled to begin in 2014, with a permit term of 30 years.

Because the Project is situated on land managed by the BLM, the BLM would issue a new right of way (ROW) grant for construction of the Project. The Project requires an Environmental Impact Statement (EIS) under the National Environmental Policy Act (NEPA). The BLM has prepared an EIS to assess impacts that may result from the Project, and the Final EIS (FEIS) was issued in August 2010 to a previous Applicant. The BLM is currently conducting a formal determination of NEPA adequacy to assess whether to allow this Project to proceed with the use of this FEIS.

The contractor shall review, analyze, comment on, revise, or prepare sections of the EIR and related documents. An initial portion of this may be to finalize a “gap analysis”, in which all aspects of the 2010 EIS will be reviewed for relevance to CEQA requirements. All documents prepared or reviewed under this Contract must meet all legal requirements of such documents.

1.2 **RFQ Details**

- 1.2.1 This RFQ is issued by CDFW's Renewable Energy Program. A copy of this RFQ may be obtained by downloading it from CDFW's website at 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)¹ 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 25 2013
- 1.3.2 Deliver or mail SOQs to:

California Department of Fish and Wildlife
Renewable Energy Program
Attention: Serge Glushkoff, Staff Environmental Scientist
1416 9th Street, Suite 1341-B
Sacramento CA 95814

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. P1396002
Title: CEQA Document Preparation for Lucerne Valley Solar Project

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

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.

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 writing signed by a duly authorized representative of the prospective contractor, delivered to the same address to which the SOQ is submitted (see 1.3.2 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 up to 18 months from the date that the contract is entered into.

1.7 Award of the Contract

- 1.7.1 The contract awarded under this RFQ shall be in accordance with the procedures herein and all other laws and regulations governing this contract. The award shall be made to the most 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 A to this RFQ is a Sample Standard Agreement form (Std. 213). Attached as Exhibit B are the General Terms and Conditions. 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 an expert CEQA consultant assist CDFW in complying with its obligation under **CEQA** with respect to any decision related to Celtic Energy Corporation's application for an ITP and LSA agreement. This work will involve assisting CDFW with its preparation, review and analysis of the EIR and related documents. The work of the contractor is paid by CDFW, but is funded through a reimbursement contract with Celtic Energy Corporation. However, the contractor works exclusively for CDFW in relation to the Contract Work; the contractor may not communicate with Celtic Energy Corporation regarding the Contract 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 contract awarded under this RFQ. These CDFW Project Leaders may be in CDFW headquarters, the San Francisco Bay Area, and CDFW's Inland Empire Region.

2.2.2 The contractor is expected to work out of its own offices.

2.2.3 This project that will be the subject of the CEQA analysis provided for in this RFQ is located within San Bernardino County. Site visits may be required depending on the circumstances.

2.3 **Scope of Work**

2.3.1 The contractor is expected to have available a team of experts in all subject areas that the EIR 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, section 15000 *et seq.*, Appendix G. This team shall be led by a Contract Manager. The Contract Manager may not change while the contract awarded under this RFQ is effective unless that person leaves the contractor's employment, is replaced pursuant to 2.3.4, or is replaced with the express prior written approval of CDFW.

2.3.2 The contractor is expected to have access to or have available, if needed, 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 the EIS and EIR, 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 contract awarded under this RFQ, 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. The 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: Preparing and Reviewing Draft or Final CEQA Documents

2.3.6.1 The contractor must draft legally adequate CEQA documents. The contractor will analyze, prepare, and/or review the EIR, or EIR-equivalent document, and also draft all required notices, forms, findings, plans etc.

2.3.6.2 As directed by CDFW, The contractor will review related documents, including draft and final ITP and LSA applications, prepared by Celtic Energy Corporation to determine their adequacy for use by CDFW. The contractor will specify the adequacy of the document and if the document is inadequate, what steps must be taken to make the document adequate.

2.3.6.3 The contractor may be asked to execute the steps that must be taken to make a document legally adequate. This could include revising or preparing sections of a document.

2.3.6.4 Any document prepared by the contractor 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. The 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.

2.3.6.5 Determining the legal adequacy of the EIR or related document may include research and review of existing studies and information; 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.

2.3.7 General Provisions Regarding Scope of Work

2.3.7.1 The 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. The overall budget for all work to be conducted will be established in the contract awarded under this RFQ.

2.3.7.2 When public meetings are required by law or determined to be warranted by CDFW, The contractor may be required to arrange for meeting location, prepare any meeting materials needed, and provide facilitation services for such meetings as necessary.

- 2.3.7.3 All records of the contractor associated with Contract Work shall be retained by the contractor for three (3) years from the date of completion of the work. The documents will not be destroyed without authorization of CDFW.
- 2.3.7.4 If any of the Contract Work becomes the subject of legal challenge, the 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.
- 2.3.7.5 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 internet site for the Fair Political Practices Commission:
www.fppc.ca.gov
- 2.3.7.6 CDFW acknowledges that Celtic Energy Corporation may have several of its own contracts for consultants performing very similar services to those being sought in this RFQ. Firms that have existing contracts with Celtic Energy Corporation, related businesses, or BLM, are not disqualified from this RFQ. However, extreme care must be taken to ensure that when services are being provided under this contract, they are completely independent of those being provided to Celtic Energy Corporation. 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 Compensation for Contract Work shall be hourly with a cap on total costs set in the contract awarded under this RFQ.

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 the 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. The 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 number, email address, and mailing 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. CDFW recommends that one of the principal personnel be an attorney experienced in CEQA work to advise the contractor. If none of the principal personnel are attorneys, explain how the contractor will obtain legal advice, if needed, as to the adequacy of the EIR and other matters.

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:

- Two projects for which complex EIRs were prepared
- Any projects subject to a Certified Regulatory Program
- Any projects utilizing the mechanism set forth in CEQA Guidelines Sections 15221-15225
- Any solar energy projects

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

- 3.1.3.2 A narrative description of any of the business' CEQA documents that have 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 CESA Incidental Take Permits and Lake and Streambed Alteration Agreements.

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 A, 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**

Each SOQ submitted in response to this RFQ will be evaluated and scored in accordance with the following selection criteria:

1. Location:
 - a. Does the business have an office in Sacramento, Oakland or San Francisco?
 - b. Does the business have an office within 2 hours of Lucerne Valley?
2. Compliance with Standard Terms, Conditions or Clauses.
3. Sufficient Employee capacity to perform the Contract Work.
4. Years of experience:
 - a. How many years has the business been engaged in CEQA consulting (analysis, review, drafting)?
 - b. How many years has the Contract Manager been engaged in CEQA consulting?
 - c. How many years have the 4 principal personnel identified in 3.1.2.3 been engaged in CEQA consulting?
5. Demonstrated record of expertise in the following:
 - a. State-listed animal and plant species.
 - b. Sensitive and/or critical habitats.
 - c. Environmental monitoring.

- d. Potential wetlands, jurisdictional waters, and hydrology.
 - e. Environmental permitting.
 - f. Water quality.
 - g. Natural resources planning and regulatory compliance.
 - h. Renewable energy projects.
 - i. Desert tortoise.
 - j. CDFW's Lake and Streambed Alteration program.
6. Whether any CEQA documents prepared by the business, the Contract Manager, or the 4 principal personnel have been invalidated by a court.
 7. Past contractual relationship or affiliation with Celtic Energy Corporation and ability to manage conflicts of interest, if any.
 8. References.
 - a. State agency references.
 - b. Other agency references.
 - c. Non-agency references.
 9. Presentation of the SOQ, including typographical, grammatical, and factual errors.

3.5 Evaluation and Selection Process

- 3.5.1 Once the SOQs have been received, CDFW will review them and rate them based on the Selection Criteria above. The top three rated businesses will be determined to be qualified to continue in the selection process.
- 3.5.2 Unless CDFW rejects all SOQs or terminates the selection proceedings pursuant to 1.5, 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 CDFW staff based on set criteria. CDFW will rank the interviewed businesses based on their level of qualification, with the top business being designated as the "most qualified". At its discretion, CDFW may conduct phone interviews.
- 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 failure to meet an immaterial requirement, not to 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, the 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. The contractor shall also submit a Payee Data Record (STD 204) that can be found at 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 information disclosed during the selection interviews and contract negotiations confidential until the contract is awarded.

EXHIBIT A – Sample Agreement. Std. 213

STATE OF CALIFORNIA STANDARD AGREEMENT 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 DEPARTMENT OF FISH AND WILDLIFE 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 Wildlife), whichever is later. No work shall commence until the effective date. <p style="text-align: center;">Start Date through End Date</p>													
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.													
<table style="width:100%; border: none;"> <tr> <td style="width:60%;">Exhibit A – Scope of Work</td> <td style="text-align: right;">___ Page(s)</td> </tr> <tr> <td>Exhibit B – Budget Detail and Payment Provisions</td> <td style="text-align: right;">___ Page(s)</td> </tr> <tr> <td>*Exhibit C – General Terms and Conditions</td> <td style="text-align: right;">GTC 610</td> </tr> <tr> <td>Exhibit D – CDFW Additional Provisions</td> <td style="text-align: right;">6 Pages</td> </tr> <tr> <td>Exhibit E – Federal Provisions</td> <td style="text-align: right;">3 Pages</td> </tr> <tr> <td>Exhibit I – Travel Reimbursement Information</td> <td style="text-align: right;">2 Pages</td> </tr> </table> <p>Items shown with an Asterisk (*) are hereby incorporated by reference and made part of this Agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/standard+language</p>		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 – CDFW Additional Provisions	6 Pages	Exhibit E – Federal Provisions	3 Pages	Exhibit I – Travel Reimbursement Information	2 Pages
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*Exhibit C – General Terms and Conditions	GTC 610												
Exhibit D – CDFW Additional Provisions	6 Pages												
Exhibit E – Federal Provisions	3 Pages												
Exhibit I – Travel Reimbursement Information	2 Pages												
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.													
CONTRACTOR													
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													
STATE OF CALIFORNIA													
AGENCY NAME DEPARTMENT OF FISH AND WILDLIFE													
BY (Authorized Signature)	DATE SIGNED (Do not type)												
PRINTED NAME AND TITLE OF PERSON SIGNING [Insert name], Deputy Director, Administration													
ADDRESS 1416 9th Street, 12TH Floor Sacramento, CA 95814													
<input type="checkbox"/> Exempt per:													

EXHIBIT A – SCOPE OF WORK
(CDFW EXA 11/10)

Contractor's Name
Agreement No.: PXXXXXXX
Page 1 of 1

1. The Contractor agrees to provide, to the Department of Fish and Wildlife (CDFW), (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:

CDFW Contract Manager

Name:
Phone:
Fax:
Email:

Contractor Project Director

Name:
Phone:
Fax:
Email:

Direct all inquiries to:

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

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

The CDFW Contract Manager may be changed at any time by CDFW 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 CDFW.

5. SCOPE OF WORK

Background and Objectives

Work to be Performed

Schedule of Completion Dates

Activity

Date

Reports

EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS
(CDFW EXB 11/10)

Contractor's Name
Agreement No.: PXXXXXXX
Page 1 of 4

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 Wildlife's Accounting Claims Section by the Contract Manager. Payment of any invoice will be made only after receipt of a complete, supported, documented and accurately addressed invoice. Failure to use the address exactly as provided above may result in the return of the invoice to the Contractor. All invoices must be approved by the Contract Manager.

<Remove Withholding Language if not Applicable>

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

EXHIBIT B– BUDGET DETAIL AND PAYMENT PROVISIONS
(CDFW EXB 11/10)

Contractor's Name
Agreement No.: PXXXXXXX
Page 2 of 4

7. An itemized account of the services for which the Department of Fish and Wildlife is being billed. Include all of the following:
- The time period covered by the invoice, i.e., the term “from” and “to”;
 - A description of the services performed;
 - (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 \$_____.

- 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
- The original signature of the Contractor (not required of established firms or entities using preprinted letterhead invoices).

EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS
(CDFW EXB 11/10)

Contractor's Name
Agreement No.: PXXXXXXX
Page 3 of 4

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.

**EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS
(CDFW EXB 11/10)**

Contractor's Name
Agreement No.: PXXXXXXX
 Page 4 of 4

LINE ITEM BUDGET

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

EXHIBIT B – General Terms and Conditions

(CDFW EXB 11/10)

Contractor's Name:

Agreement No.: PXXXXXXX

Page 1 of 1

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 (select Standard Contract Language).

DEPARTMENT OF FISH AND WILDLIFE

EXHIBIT D

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 CDFW, a copy of your business license or incorporation papers for your respective State showing that your company is in good standing in that State.

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

2. **RIGHTS IN DATA** ~ The Contractor agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Agreement, are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the State reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.
3. **RIGHT TO TERMINATE** ~ 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 CDFW Contract Manager or appointed representative. The CDFW Contract Manager must respond, in writing, within ten (10) working days of receipt of the written notice of dispute. Should the Contractor disagree with the CDFW Contract Manager's decision, the Contractor may appeal to the second level. Pending the decision on appeal the Contractor shall proceed diligently with the performance of this Agreement in accordance with the CDFW Contract Manager's decision.

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

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

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

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

Before property purchases made by the Contractor are reimbursed by 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 CDFW 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 CDFW Contract Manager as to the State’s requirements, including the manner and method, in returning said property to the State. Final disposition of such property shall be at State expense in accordance with instructions from the CDFW Contract Manager to be issued immediately after receipt of the final inventory.

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

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

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

7. **INCOME RESTRICTIONS** ~ The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to 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 CDFW. The Contractor shall not be required to keep confidential any data or information which is publicly available, independently developed by the Contractor, or lawfully obtained from third parties. Written consent of the CDFW must be obtained prior to disclosing information under this Agreement.
9. **DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION REQUIREMENTS** ~ The Contractor agrees to use DVBE subcontractors or suppliers originally identified by the Contractor, unless the Contractor requests substitution, in writing beforehand to the CDFW Contract Manager and the CDFW Contract Manager has approved such substitution. At a minimum, the request must include:
 - a. A written explanation of the reason for the substitution; and
 - b. The identity of the person or firm substituted.

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

10. **DISCLOSURE REQUIREMENTS** ~ Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through an Agreement with 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 Wildlife or any other governmental entity.
- 21. EVALUATION OF CONTRACTOR (CONSULTANT AGREEMENTS ONLY)** ~ Performance of the Contractor, under this Agreement, will be evaluated. The evaluation shall be prepared on a Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file.

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

- 22. REQUIREMENTS FOR LEGAL AGREEMENTS ONLY** ~ In accordance with Public Contract Code § 10353.5, the Contractor shall:

- ❗ Agree to adhere to legal costs and billing guidelines designated by the State;
- ❗ Adhere to litigation plans designated by the State;
- ❗ Adhere to case phasing of activities designated by the State;
- ❗ Submit and adhere to legal budgets as designated by the State;
- ❗ Maintain legal malpractice insurance in an amount not less than the amount designated by the State;
- ❗ Submit to legal bills legal bill audits and law firm audits if requested by the State or by any legal cost control providers retained by the State for this purpose; and
- ❗ Submit to a legal cost and utilization review, as determined by the State.

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 Wildlife (CDFW) 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*):

Travel Location / Area	Reimbursement Rate
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 Wildlife (CDFW) 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.

Meal / Expense	Reimbursement Rate
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 CDFW 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 CDFW 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.

Travel Reimbursement Information (Continued)

2. 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, CDFW shall inform the contractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change.

At CDFW's discretion, changes or revisions made by CDFW 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 CDFW policy. Changes to the travel reimbursement rates stated herein may not be applied earlier than the date a rate change is approved by DPA.

3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
4. **Note on use of autos:** If a contractor uses his/her or a company car for transportation, the rate of reimbursement will be **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.
5. The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.
6. Contractors are to consult with the CDFW 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"> ◆ Trip begins at or before 6:00 a.m. and ends at or after 9:00 a.m. ◆ Trip ends at least one hour after the regularly scheduled workday ends or begins at or before 4:00 p.m. and ends after 7:00 p.m. <p><i>Lunch or incidentals cannot be claimed on one-day trips.</i></p>	Breakfast Dinner
24 hours or more	<ul style="list-style-type: none"> ◆ Trip begins at or before 6:00 a.m. ◆ Trip begins at or before 11:00 a.m. ◆ Trip begins at or before 5:00 p.m. 	Breakfast Lunch Dinner
More than 24 hours	<ul style="list-style-type: none"> ◆ Trip ends at or after 8:00 a.m. ◆ Trip ends at or after 2:00 p.m. ◆ Trip ends at or after 7:00 p.m. 	Breakfast Lunch Dinner

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, 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

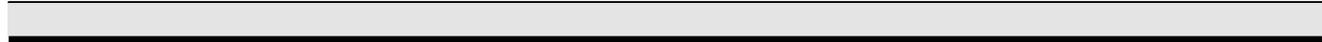
Name of Firm _____

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

Question and Answers for Bid #P1396001 - CEQA Document Preparation for Lucerne Valley Solar Project

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Jul 25, 2013 7:00:00 AM PDT