



SMUD

SACRAMENTO MUNICIPAL UTILITY DISTRICT

The Power To Do More.SM

P.O. Box 15830, Sacramento, CA 95852-1830; 1-888-742-SMUD (7683)

Prepared By

SUPPLY CHAIN SERVICES

* * *

REQUEST FOR PROPOSAL, INSTRUCTIONS TO PROPOSERS,
PROPOSAL FORMS, CONTRACT FORMS, AND
SCOPE OF SERVICES

REQUEST FOR PROPOSAL NO. 090365.CJB

MUNICIPAL SOLID WASTE TECHNICAL SERVICES (2 YEARS)

* * *

PRE PROPOSAL CONFERENCE

Wednesday

November 25, 2009

10:00 A. M

* * *

Proposals are due at **Close of Business**, Local Time, **Thursday, December 10, 2009**, in the Supply Chain Services Office at 6201 S Street, Sacramento, California

PROPOSAL NO. 090365.CJB

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1. REQUEST FOR PROPOSALS

NO. 090365.CJB

The Sacramento Municipal Utility District, hereinafter referred to as “SMUD”, is soliciting proposals for **MUNICIPAL SOLID WASTE TECHNICAL SERVICES** (2 YEARS).

This Request for Proposal provides instructions to contractors for submitting proposals and establishes terms and conditions under which SMUD will contract for such services.

Proposals responding to this Request for Proposal will be due at **Close of Business**, Local Time, **Thursday, December 10, 2009** in the Supply Chain Services Office at SMUD at 6201 S Street, Sacramento, California.

All proposals must strictly conform to the requirements described in this Request for Proposal.

PROPOSERS SHALL PAY PARTICULAR ATTENTION TO THE FOLLOWING REQUIREMENTS:

ENVIRONMENTAL PROCUREMENT:

SMUD has adopted an Environmental Protection Policy in which it commits to environmental stewardship, the conservation of natural resources, reductions in the use of hazardous substances, reductions in mobile sources of NOx emissions, and recycling and responsible disposal. SMUD will promote environmental procurement practices that will minimize environmental impacts, conserve natural resources, and reward environmentally conscious manufacturers and contractors, while remaining fiscally responsive. To further its policy SMUD will favor environmentally preferable procurements when price, quality, and availability are equal. To this end, SMUD will endeavor to reward environmentally conscious manufacturers, suppliers, and contractors with contracting opportunities that address these policy goals in addition to providing SMUD and its customer-owners fiscally responsible procurement options.

SUPPLIER EDUCATION & ECONOMIC DEVELOPMENT (SEED) PROGRAM:

SMUD is committed to achieving full and equal contracting opportunities for ratepayers doing business with SMUD and has adopted the program described in this solicitation to help fulfill that commitment.

SAFETY PROGRAM REQUIREMENT:

The personal safety and health of the general public, SMUD employees, and Contractor employees is of paramount importance. Included within this specification are safety instructions that have been prepared to aid a Contractor or Contractor's employees to comply with the safety requirements and regulations which are necessary to avoid personal injury to the general public, SMUD employees, and Contractor employees and to prevent damage to SMUD buildings, equipment, or materials while performing this contract.

SACRAMENTO MUNICIPAL UTILITY DISTRICT

By: _____

Name: Cesar J. Beltran

Title: Sr Procurement Professional

Date: November 17, 2009

2. SCOPE OF SERVICES

2.1. GENERAL

The Proposer shall provide all labor, material, and equipment required to perform the Service described as: **MUNICIPAL SOLID WASTE TECHNICAL SERVICES** (2 YEARS).

The purpose of this Request for Proposal is to solicit proposals from qualified firms to perform technical, economic, and environmental analysis for Advanced Renewable Biomass projects and their applications, with a particular focus on projects utilizing the components of Municipal Solid Waste (MSW, including fats, oils and grease, food waste, municipal green waste, construction & demolition waste) and livestock manure as feedstock. The District anticipates awarding one or more contracts as a result of this solicitation with an aggregate value of \$200,000. Contract duration will be three years from the date of award.

2.2. DETAILED

The firm(s) selected as the prime Contractor(s) will perform professional, technical, economic, and environmental services for the Advanced, Renewable and Distributed Generation Technologies (AR&DGT) Program. The selected firm(s) will have the staff capable of meeting the requirements of the Program. To the extent that the Contractor lacks specific expertise in any of the disciplines needed by the AR&DGT Program, a professional group of subcontractors or associate firms should be assembled to complement the Contractor's technical and environmental expertise.

The Contractor(s) will perform technical, economic, and environmental work that the existing District staff does not have the expertise, resources or time to perform. The work will be requested on an as-needed basis by the District staff. District staff will issue Task Orders to the Contractor(s) which define scope, budget, schedule, and deliverables for the task. Task Orders may be developed using any of the following methods:

1. District staff's expertise and understanding of the scope and nature of the task
2. Verbal discussions with Contractor(s)
3. Information gained from District Requests for Contractor Proposals, which may be sent out to one or more service providers.

In the event that District Staff issues a Request for Contractor Proposal, the Contractor(s) will provide a cost estimate, proposed scope, list and résumé's of proposed personnel to be assigned, and schedule for completing the project work. Responses shall be provided to SMUD within two weeks of any such request. SMUD will select from among multiple responses the one that most meets its needs.

The Contractor will have access to the District's existing available data and reports located at its Sacramento office.

Typical projects may include but are not be limited to:

2.2.1 Biomass Activities:

- A. Assist in the evaluation of “conversion technologies” to recover energy potential from municipal solid waste. These technologies shall include those that utilize thermochemical (e.g., combustion, gasification, pyrolysis), biochemical (e.g., anaerobic digestion, aerobic, fermentation), and physicochemical (physical, chemical and mechanical extractions) conversion technologies. Provide technical assistance, data and diagrams to evaluate mass and energy balance and in-situ performance of biomass conversion technologies, including technical performance (e.g., fuel consumption, efficiencies, electric generation potential), economics (capital, O&M, market value of residuals) and environmental impacts (air emissions, water use and emissions, solid waste use and generation, land use, aesthetics). Provide economic cost analysis such as levelized cost analysis or required revenue approach for MSW energy conversion technologies. Provide analysis on the sustainability of the municipal waste stream and life cycle analysis of biomass energy conversion technologies.
- B. Provide analysis and case studies of conversion technologies in use in various sites or jurisdictions, updated resource estimates, physical and chemical characteristics of the municipal waste stream that they process (including food waste, wood waste, other organic waste and the residual waste stream), collection and preprocessing infrastructure and program requirements, and local and state level solid waste permitting requirements.
- C. Provide technical assistance and consulting support to SMUD in the event of its participation in a multi-jurisdiction conversion technology evaluation process, including input on the establishment of common objectives, development and execution of a public outreach program, the development of a workplan and schedule of milestones, the development and release of a joint RFP, analysis and scoring of proposals, and completion of the project selection process.
- D. Provide analysis of both small modular systems (5KW to 1 MW), and large facilities (5MW to 50MW). Evaluate technical and economic feasibility and environmental performance, considering such factors as flexibility to variations in feedstock energy content, moisture content, and particle size, expected and proven efficiency, expected and proven emissions of greenhouse gasses and other pollutants; durability of equipment, length of time in service, reliability, company track record, warranty and maintenance issues; and economic conditions, cost of capital equipment, operations and maintenance, auxiliary equipment needed, residual market opportunities or disposal requirements and costs, building construction and site work required, footprint required, equipment required for integration with thermal host, cost of fuel, and expected revenue for energy.
- E. Provide analysis of the technical, economic, environmental (especially greenhouse gas emissions, other air emissions, water contamination and transportation related emissions) and regulatory impacts of current or conventional MSW handling and disposal practices, including landfill and incineration. Research and report on the long-term liability and post-closure costs associated with landfills. Estimate potential landfill operating cost

reductions associated with the elimination of degradable organic material from the landfill.

- F. Provide analysis of local jurisdiction disposal, diversion and recycling rates, compliance with state recycling and diversion objectives, and source reduction initiatives. Provide analysis of other factors that may impact the long-term availability and cost of MSW feedstock.
- G. Provide analysis of the greenhouse gas emission reductions potential associated with the implementation of biomass conversion technologies, including the application of appropriate protocols and the calculation of carbon credits in accordance with applicable standards.
- H. Assist in evaluating and demonstrating biogas cleanup technologies, by performing technical and economic feasibility studies of technologies that reduce siloxanes, hydrogen sulfide, and other contaminants.
- I. Provide technical assistance in the evaluation and demonstration of various methods of collecting food waste for use in anaerobic digesters in a variety of settings (for example, an independent facility, an on-farm digester, or a digester at a wastewater treatment facility). Options may include collection as liquid, solid, source separated, or commingled. Provide technical feasibility studies that include economics, permitting, electrical supply, and size and space considerations.
- J. Where appropriate and directed by SMUD, assist in advocating for the use of biomass conversion technologies to treat the Sacramento region's waste, including green waste, C&D waste, MSW, and food waste, in public forums or written testimony.
- K. Complete market studies for sustainable biomass supply (business models), including analysis of the establishment of biomass enterprise zones and local and regional collection centers. Provide input on the infrastructure development required to address local biomass waste projects. Develop business models to support biomass-to-energy projects in SMUD territory.
- L. Where appropriate and directed by SMUD, perform evaluation of solicited and unsolicited proposals from developers of biomass-to-energy projects.

2.2.2 General Activities:

- A. Assist in preparing proposals to obtain funding for renewable biomass and advanced, clean non-renewable biomass energy research, development, and demonstration projects.
- B. Assist in providing environmental studies, engineering, and assistance with permitting for air, water quality, land use, and solid waste and other associated impacts related to renewable energy projects on an as needed basis.
- C. Provide technical writing and editing of reports.

- D. Attend project status meetings and provide progress reports, either verbally or in writing, at the request of SMUD staff

2.3. CONTROL OF THE WORK

Prior to commencing work on any activity or assigning personnel in staff augmentation roles, SMUD will issue a Task Authorization for each requested Contract activity. The Task Authorization will contain at a minimum the following:

- a description of the work to be performed
- the estimated cost
- time required
- any extraordinary project parameters

A Task Authorization Letter, prepared by SMUD and signed by both parties' authorized representatives will be the authorization for the Contractor to perform the task. The Contractor shall, within three working days of receipt of any Task Letter, accept or reject it. Any rejection shall be accompanied by a written explanation.

The Contractor will provide SMUD with a monthly report that briefly describes the status of all Contract tasks. All invoices billing to a Task will be submitted to SMUD within 90 days of Task closing date. Invoiced costs for any Task that are in excess of the approved Task value will not be reimbursed by SMUD.

The Contractor shall provide written notice within seven (7) days to SMUD when task expenditures reach 70 percent of the authorized dollar limit.

SMUD retains the right to terminate individual Task authorizations due to changing requirements or other reasons. Such termination notice shall be issued in writing and will specify a date for Task closure and turnover of existing deliverables. This termination is not constricted by the 30-day notice requirement contained in the Term and Condition entitled Termination, and notification will be determined by the nature of the work and reasons for termination.

3. INSTRUCTIONS TO PROPOSERS

3.1. TIME AND MANNER OF SUBMISSION

The Proposal shall be submitted to and received by SMUD's Supply Chain Services office no later than **Close of Business, Local Time, Thursday, December 10, 2009**

Proposals must be enclosed in a sealed envelope and addressed as follows:

By Mail:

Sacramento Municipal Utility District
Supply Chain Services Office:
Attention: Cesar J. Beltran (MS B204)
Request for Proposal No. **090365.CJB**
PO Box 15830
6201 S Street
Sacramento, CA 95852-1830

By Overnight/Hand Delivery:

Sacramento Municipal Utility District
Supply Chain Services Office
Attention: Cesar J. Beltran (MS B204)
Request for Proposal No. **090365.CJB**
6201 S Street
Sacramento, CA 95817-1899

The proposal-mailing envelope must be clearly marked as a proposal responding to SMUD Request for Proposal No. **090365.CJB**; **ATTENTION:** Cesar J. Beltran. The envelope shall also show the Contractor's name and address.

Each proposal shall give the full business address of the Proposer and shall be signed by an authorized official of the company. The name of each person signing the proposal shall be typed or printed below the signature. When requested by SMUD, satisfactory evidence of the authority of the person signing on behalf of the Proposer shall be furnished.

Proposals shall cover the entire scope of the Request for Proposals, shall be printed one-sided 8-1/2 X 11" size and easily removable from any binding -- E.G. no glued or spiral binding.

All proposals submitted become the property of SMUD.

3.2. EXPLANATIONS TO PROPOSERS

Should the Proposer find discrepancies in or omissions from this document, or should the intent or meaning appear to the Proposer to be obscure or ambiguous, the Proposer should immediately send SMUD a written request for interpretation, clarification, or correction thereof before submitting a proposal. The Proposer making such a request will be solely responsible for the timely receipt of the written request by SMUD. Replies to such inquiries will be made only in the form of addenda to this Request for Proposal, and will be issued simultaneously to all business firms or persons who have obtained a copy of the Request for Proposal from SMUD. Verbal requests for information during the period of proposal preparation are acceptable if made sufficiently in advance of the proposal opening date to allow issuance of an addendum to the Request for Proposal. Direct all communications regarding questions on this Request for Proposal prior to the due date to the following, as appropriate:

Contact	CONTRACTUAL	TECHNICAL	SUPPLIER DIVERSITY
Contact Name	Cesar J. Beltran	Kathleen Ave	Frank Martinez
Phone number	(916) 732-6925	(916) 732-5302	(916) 732-5604
FAX number	(916) 732-7566	(916) 732-6423	(916) 732-5601

SMUD will not be bound by any oral interpretation of the Request for Proposal, which may be made by any of its representatives or employees, unless such interpretations are subsequently issued in the form of an addendum to this Request for Proposal.

3.3. WITHDRAWAL OR MODIFICATION OF PROPOSALS

Proposals may be modified or withdrawn only by a written or telecopy request received by SMUD prior to the Request for Proposal due date.

3.4. REVISIONS AND SUPPLEMENTS

- 3.4.1 Addenda: If it becomes necessary to revise or supplement any part of this Request for Proposal an addendum will be provided.
- 3.4.2 Acknowledgment of Addenda: Receipt of an addendum to this Request for Proposal by a Proposer must be acknowledged by signing and submitting the addendum signature sheet as part of the Proposer's Proposal.

3.5. SITE INSPECTION AND CONDITIONS

In addition to examination of this Request for Proposal, each Proposer shall make whatever other arrangements are necessary to become fully informed regarding all existing and expected conditions and matters which, during the contract time period, could affect in any way, the work, performance of work, or the cost thereof. Any failure to fully investigate the work site or the foregoing conditions shall not relieve the Proposer from responsibilities for properly estimating the difficulty or cost of successfully performing the work. SMUD assumes no responsibility for any representation made by its representatives or agents, during or prior to the execution of a contract pursuant to this Request for Proposal, unless such information is in writing in the form of an addendum to this Request for Proposal.

3.6. PRE-PROPOSAL CONFERENCE

An on-line Pre-Proposal Conference is scheduled for **10:00 A.M., Wednesday, November 25, 2009.**

It is strongly recommended that all Proposers attend this conference to ensure a complete understanding of the details of this Request for Proposal.

Cesar Beltran invites you to an online meeting using WebEx.

Meeting Number: 808 922 796

Meeting Password: Monday1

To join this meeting (Now from iPhones too!)

1. Go to <https://smud.webex.com/smud/j.php?J=808922796>
2. Enter the meeting password: Monday1
3. Click "Join Now".
4. Follow the instructions that appear on your screen to join the teleconference.

IMPORTANT NOTICE: This WebEx service includes a feature that allows audio and any documents and other materials exchanged or viewed during the session to be recorded. By joining this session, you automatically consent to such recordings. If you do not consent to the recording, do not join the session.

To only join the teleconference

Call-in toll-free number (US/Canada): 866-469-3239

Call-in toll number (US/Canada): 1-650-429-3300

Toll-free dialing restrictions: http://www.webex.com/pdf/tollfree_restrictions.pdf

<http://www.webex.com>

We've got to start meeting like this(TM)

IMPORTANT NOTICE: This WebEx service includes a feature that allows audio and any documents and other materials exchanged or viewed during the session to be recorded. By joining this session, you automatically consent to such recordings. If you do not consent to the recording, do not join the session

It is strongly recommended that all Proposers attend this conference to ensure a complete understanding of the details of this Request for Proposal.

To find the conference registration link on our website, follow these steps:

- Visit www.bids.smud.org
- Logon
- Click "Browse and View Solicitations"
- Click "Search For Solicitations"
- Use the search tools to find your solicitation.
- Click the solicitation's link.
- Click the "Register to attend" button.

3.7. PROPOSAL EVALUATION AND SELECTION PROCESS

The proposals submitted in response to this solicitation shall be evaluated for award based on the criteria described in the Proposal Evaluation Criteria section of this Request for Proposal.

SMUD may request additional information from any or all Proposers after the initial evaluation of the proposals to clarify terms and conditions.

Based on SMUD's review of the proposals received, a short listed group of Proposers may be selected. The short listed firms may be required to make verbal presentations of their qualification to SMUD. If a presentation is determined to be required, the presentation will be considered in the overall technical rating.

The contract will be awarded to the best-qualified Proposer, after price and other factors have been considered, provided that the proposal is reasonable and is in the best interests of SMUD to accept it.

The right is reserved, as the interest of SMUD may require, to reject any or all proposals and to waive any irregularity in the proposals received.

SMUD will furnish all Proposers a written Notice of Proposed Contract Award after evaluating all proposals. After receipt of such Notice of Proposed Contract Award, any unsuccessful Proposers may request the reason(s) their proposal was not selected. In the event a Proposer elects to protest SMUD's selection, the protest must be submitted in writing to SMUD's Manager, General Services, within five (5) business days of the Notice of Proposed Contract Award. SMUD's Contract Award and Protest Policy is available upon written request to the Supply Chain Services Department.

Within fourteen (14) calendar days after notice of award, the successful Proposer shall deliver to SMUD the required insurance certificates and the signed copies of the contract. The contract forms will be forwarded to the Proposer with the award notification. SMUD will not issue the Notice to Proceed until SMUD has received all the above-required documents.

3.8. NON EXCLUSIVE AGREEMENT

This Request for Proposal does NOT establish an exclusive arrangement between SMUD and the Proposer. SMUD reserves, among others, the following rights:

- The right to use others to perform work and services described in this Request for Proposal.
- The right to request proposals from other contractors for work described in the Request for Proposal without requesting a proposal from the Contractor.
- The unrestricted right to bid any work or services described herein.

3.9. DURATION OF CONTRACT

This contract shall be for approximately a two year period, subject to approval by SMUD's Board of Directors of the corresponding annual budget, unless otherwise mutually agreed upon in writing.

SMUD prepares its Annual Budget on a calendar year basis. The Budget is subject to the approval of SMUD's Board of Directors. The **2010** Calendar year Budget will be presented to the Board of Directors for approval in December, **2009**. The **2011** and subsequent calendar year

budget(s) are anticipated to be presented to the Board of Directors for approval in December preceding the budget year.

3.10. QUALIFICATIONS OF PROPOSERS

SMUD expressly reserves the right to reject any proposal if it determines that the business and technical organization, equipment, financial and other resources, or experience of the Proposer, compared to the work proposed justifies such rejection.

3.11. PROPOSAL PREPARATION COSTS

The costs of developing proposals are entirely the responsibility of the Proposer and shall not be charged in any manner to SMUD.

3.12. ALTERNATE PROPOSALS

Proposals shall meet the requirements and conform to the format described in the Proposal Requirements section of this Request for Proposal. However, Proposers are encouraged to submit alternate proposals in addition to the base proposal, when they consider the alternative to be technically better or more cost effective. The alternate proposal should be submitted as an amendment to the base proposal package.

3.13. CONFLICTS

If conflicts exist between the contract and the other elements of this Request for Proposal, the contract prevails. If conflict exists within the contract itself, the Terms and Conditions govern, followed by Scope of Services. If conflict exists between the contract and applicable Federal or State law, rule, regulation, order, or code; the law, rule, regulation, order, or code shall control. Varying levels of control between the Terms and Conditions, drawings and documents, laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement(s) shall control.

3.14. BID SCHEDULE

The Proposer shall be reimbursed for work performed under the contract in accordance with the items described in the [Bid Schedule](#) section of this Request for Proposal.

3.15. MANNER AND TIME OF PAYMENT

Billing shall be submitted in accordance with the above referenced provision of the Sample Contract section of this Request For Proposal. Proposer will also be required to submit (concurrently) a project status report describing the current status of each task, an updated schedule, and major project issues.

3.16. SUBCONTRACTORS

The Proposers must describe in their proposals the areas that they anticipate subcontracting to specialty firms. Identify the firms and describe how Proposer will manage these subcontracts. The firms shall be listed on the [Designation of Prime, Subcontractors, and Suppliers form](#), which is included in the Proposal forms section of this Request For Proposal.

3.17. FRANCHISE TAX FORM 590

The Proposer to whom the contract award is made shall furnish SMUD with a completed State of California Franchise Tax Form 590. A blank Form 590 will be provided with the contract documents.

3.18. NOTICE RELATED TO PROPRIETARY/CONFIDENTIAL DATA

Proposers are advised that the California Public Records Act (the “Act”, Government Code §§ 6250 et seq.) provides that any person may inspect or be provided a copy of any identifiable public record or document that is not exempted from disclosure by the express provisions of the Act. Each Proposer shall clearly identify any information within its submission that it intends to ask SMUD to withhold as exempt under the Act. Any information contained in a Proposer’s submission which the Proposer believes qualifies for exemption from public disclosure as “proprietary” or “confidential” must be identified as such at the time of first submission of the Proposer’s response to this RFP. A failure to identify information contained in a Proposer’s submission to this RFP as “proprietary” or “confidential” shall constitute a waiver of Proposer’s right to object to the release of such information upon request under the Act. SMUD favors full and open disclosure of all such records. SMUD will not expend public funds defending claims for access to, inspection of, or to be provided copies of any such records.

3.19. CONTRACT

SMUD’s standard contract is included in the Sample Contract section of this Request for Proposal. SMUD may reject proposals that contain exceptions to the Terms and Conditions included in the sample contract.

3.20. SUPPLIER EDUCATION & ECONOMIC DEVELOPMENT (SEED) PROGRAM

3.20.1 POLICY STATEMENT

The Sacramento Municipal Utility District (SMUD) is committed to achieving full and equal contracting opportunity for ratepayers doing business with SMUD. SMUD recognizes the economic benefit provided by its contracting activity and has adopted this policy to promote the economic development of its ratepayer businesses. This program will provide direct economic benefit to SMUD’s customer-owners, and will complement other SMUD economic development programs.

3.20.2 REQUIREMENTS AND PROGRAM ELEMENTS

A description of SMUD's Supplier Education & Economic Development Program is included in this Request for Proposal. Proposers must comply with all the requirements specified in the program description and complete the form titled, ["Designation of Prime Contractor, Subcontractors, and Suppliers"](#).

3.21. ENVIRONMENTAL PROCUREMENT

SMUD has adopted an Environmental Protection Policy in which it commits to environmental stewardship, the conservation of natural resources, reductions in the use of hazardous substances, reductions in mobile sources of NOx emissions, and recycling and responsible disposal. SMUD will promote environmental procurement practices that will minimize environmental impacts, conserve natural resources, and reward environmentally conscious manufacturers and contractors, while remaining fiscally responsive. To further its policy SMUD will favor environmentally preferable procurements when price, quality, and availability are equal. To this end, SMUD will endeavor to reward environmentally conscious manufacturers, suppliers, and contractors with contracting opportunities that address these policy goals in addition to providing SMUD and its customer-owners fiscally responsible procurement options.

3.22. SAFETY PROGRAM

All Proposers shall execute and submit with their Proposal the form titled, ["Safety Compliance Certificate"](#). Submittal of this completed form will certify that the Proposer has:

3.22.1 An effective Injury and Illness Prevention Program, which meets the requirements of all applicable laws and regulations, including but not limited to, California Labor Code Section 6401.7;

3.22.2 Proposer agrees that it is fully responsible for the acts and omissions of its subcontractors and all persons either directly or indirectly employed by Proposer.

Such certification shall be made by the person with the authority and responsibility for implementing and administering Proposer's Injury and Illness Prevention Program.

4. SUPPLIER EDUCATION & ECONOMIC DEVELOPMENT (SEED) PROGRAM

4.1. INTRODUCTION

The Sacramento Municipal Utility District (SMUD) is committed to achieving full and equal contracting opportunity for ratepayers doing business with SMUD. SMUD recognizes the economic benefit provided by its contracting activity and has adopted this policy to promote the economic development of its ratepayer businesses. This program will provide direct economic benefit to SMUD's customer-owners, and will complement other SMUD economic development programs.

4.2. OVERVIEW

SMUD's SEED Program creates contracting opportunities for local small businesses. To qualify, a business must be certified as a Small Business or Microbusiness by the state Department of General Services (DGS) and must be a SMUD ratepayer for the past six months at the DGS certification address of record. Additional features are described below.

4.3. PROGRAM GOALS AND INCENTIVES

SMUD promotes a goal of 20% SEED participation in SMUD contracts. To achieve this, SMUD has established the following program incentives:

- 4.3.1 SEED Price Advantage- SEED qualified bidders will receive a price advantage which is 5% of the lowest responsible bid as determined by SMUD. This amount will be subtracted from all SEED qualified bids for evaluation purposes. The maximum SEED price advantage is \$250,000, which is 5% of a bid of \$5 Million.
- 4.3.2 RFP SEED Evaluation Points-(if applicable) Request for Proposal (RFP) solicitations are evaluated using published criteria and are evaluated on a 100-point scale. Ten evaluation points are awarded to SEED qualified prime Proposers. Non- SEED prime Proposers may earn up to 10 evaluation points for proposing 20% or more SEED subcontracting. Proposals with less than 20% SEED subcontracting will be awarded a pro-rata share of these points for the percentage of proposed SEED subcontracting.
- 4.3.3 SEED Subcontracting- Non- SEED bidders may participate in the SEED program by subcontracting with SEED vendors. SMUD currently promotes a goal of 20% SEED subcontracting.
- 4.3.4 Non- SEED bidders proposing less than 20% SEED subcontracting will receive a price advantage of 5% of the total value of all its SEED subcontracting bids. This advantage is

capped at \$250,000 but will not exceed the calculated price advantage available to SEED primes if it is less.

- 4.3.5 Non-SEED bidders proposing 20% SEED subcontracting or more will receive the full-calculated price advantage available to SEED prime bidders.
- 4.3.6 To receive SEED subcontracting credit, non-SEED bidders and Proposers must submit SMUD's "Designation of Prime, Subcontractors, and Suppliers Form" (see forms in Section 3) and must list the SEED subcontractors they propose to utilize. In addition, prime bidders and Proposers are responsible for completing a SEED Program Qualification form for each SEED-qualified vendor listed.
- 4.3.7 "Subcontractor" refers to firms named in a proposal and listed on the "Designation of Prime, Subcontractors, and Suppliers Form", who will perform specific tasks of the contracted work. For SMUD construction contracts the definition of Subcontractor as prescribed by the Public Contract Code shall apply. For all other SMUD contracts, a Subcontractor is defined as an individual or firm providing supplies or services to the Proposer, which are specific to a SMUD solicitation, and provided under a separate contract agreement with the Proposer and having no employment relationship with the Proposer. As such, payments made by the Proposer to subcontractor individuals must not be subject to payroll withholding taxes. SEED subcontractors must fulfill a commercially useful function. Business arrangements where SEED subcontractors do not add substantial, identifiable value to the deliverable product or service are not acceptable.
- 4.3.8 In consideration of the price and evaluation points provided for SEED subcontracting, the Proposer, upon contract award, will be legally obligated to subcontract with all firms listed on the "Designation of Prime, Subcontractors, and Suppliers" form in the proposal. SMUD, at its option, will monitor the utilization of subcontractors as declared by the prime contractor in its proposal.
- 4.3.9 Substitution of any subcontractor requires prior written approval from SMUD. If the winning bidder or Proposer received SEED subcontractor price advantage(s) or evaluation points, SMUD, at its option, may require the Proposer to replace the rejected SEED subcontractor with another qualified SEED subcontractor.

4.4. SEED PROGRAM QUALIFICATION

- 4.4.1 Vendors must meet both of the following qualifications to participate in the SEED Program:
- 4.4.2 Certification- the California Department of General Services (DGS), Office of Small Business and DVBE certification must certify the vendor as a Small Business or Microbusiness. This is the only certification accepted by SMUD. Vendors must be

certified by the bid-opening date (IFBs) or proposal due date (RFPs) as applicable, to qualify for the SEED Program.

- 4.4.3 Ratepayer Qualification- the vendor must qualify as a SMUD ratepayer for the preceding 6 months prior to the bid or proposal due date. This will be based on the physical address of the business as recorded by the Department of General Services in its Small Business certification record. As a general rule this will be the address shown on the DGS Small Business certificate. SMUD will make a qualification determination where the address shown on the Small Business certificate is a post office box, other mail receiving only address or a leased facility where utilities are included in the lease agreement.

4.5. CONTRACT COMPLIANCE

SMUD may conduct post-award monitoring of any contract, which includes SEED participation. Contractors are required to maintain certified payroll reports by the contractor and all subcontractors, regardless of contract amount. SMUD may require the contractor to provide other related documentation to verify SEED participation equal to or greater than the participation levels stated at the time of award.

4.6. FALSIFICATION OF INFORMATION

Falsification of information on the forms required by this solicitation may cause SMUD to cancel any existing contracts with the Proposer/vendor and may disqualify the vendor from contracting with SMUD in the future.

A firm claiming SEED/ratepayer status under false pretenses will be disqualified from doing business with SMUD for a period of not less than one year and not more than five years unless SMUD's General Manager determines that the offending firm should be permanently barred from bidding on a SMUD contract. False pretenses include designating SEED subcontractors for scopes of work that they will not fully perform, using SEED firms as a "pass-through" to inflate actual participation, or any other action that subverts SMUD's intended benefits to SEED participation. SMUD may seek all legal remedies available under the law against such Proposers.

4.7. ADDITIONAL INFORMATION

SMUD's Supplier Diversity Unit is responsible for the administration of the SEED Program. The Supplier Diversity Unit is available during regular SMUD business hours, to provide all SEED Program participants with additional information resources to encourage participation in the SEED Program. The Supplier Diversity Unit can be contacted by telephone at (916) 732-5604. In addition, SMUD publishes current procurement opportunities and program information on its Internet website at www.bids.SMUD.org.

5. PROPOSAL EVALUATION CRITERIA

PROPOSAL EVALUATION CRITERIA: The proposals submitted in response to this Request for Proposals shall be evaluated for award based on the following criteria and weighting. If applicable the price will be adjusted for evaluation purposes in accordance with the SEED Program price advantages described in Section 4 of this document.

SMUD intends to award one or two contract(s) to the highest rated Proposers as a result of this solicitation. In the case of two awards, each award will be funded in the amount of \$100,000.

Item	Criteria Description	Weighting
1.	SEED Program Evaluation Points	10%
2.	Proposer's Experience and Qualifications	10%
3.	Experience and Qualifications of Key Project Personnel.	30%
4.	Proposer's Ability to Respond to SMUD's Needs.	10%
5.	Commercial Terms (Price)*and Compliance with SMUD Contractual Terms**	40%
	Total	100%

* More weight has been given to the management and technical ability of the Proposer than on price. In the event it is evident that the prices proposed are unbalanced as to items charged or are otherwise determined by SMUD to be unfair or unreasonable, SMUD reserves the right to reject the proposal and award to the Proposer who otherwise meets the requirements of this Request for Proposal.

** Non-compliance may result in SMUD's rejection of a Proposer's proposal.

6. PROPOSAL REQUIREMENTS

TO FACILITATE SMUD'S PROPOSAL REVIEW PROCESS, IT IS REQUIRED THAT EACH PROPOSAL CONTAINS ALL OF THE INFORMATION WITHIN THIS SECTION AND IS ORGANIZED IN THE SEQUENCE THAT THE ITEMS APPEAR IN THIS SECTION.

THE PROPOSER SHALL SUBMIT Four (4) copies OF THE PROPOSAL IN HARD COPY AND ONE (1) IN ELECTRONIC (ON CD) FORMAT.

SEE THE TABLE OF CONTENTS FOR A LISTING OF THE CONTENTS WITHIN THIS SECTION.

PROPOSALS SHALL BE PRINTED ONE-SIDED, 8-1/2 X 11" SIZE AND EASILY REMOVABLE FROM ANY BINDING -- E.G. no glued or spiral binding.

SMUD will provide an electronic copy of the Proposal Forms in MS Word 7.0 (or newer) which contains fill-in fields. The document is labeled *RFP Proposal Fill-in Forms*. Proposers may use the Forms provided to submit Proposals. Please provide responses to all questions in the block (fill-in fields) following every question. The fill-in fields will expand to accommodate your answer. Pictures, charts and graphs may also be inserted into the fill-in fields or may be attached as a separate documents if necessary

Note: The content of the *RFP Proposal Fill-in Forms* is identical to that posted in Adobe format on the EBSS Web site. Page numbering may vary when complete as a result of the fill-in-fields.

6.1. PROPOSAL AGREEMENT NO. 090365.CJB

PROPOSAL AGREEMENT: In compliance with Request for Proposal No. **090365.CJB, MUNICIPAL SOLID WASTE TECHNICAL SERVICES** (2 YEARS), the undersigned hereby proposes and agrees to provide the services described, at the rates and dollar limits defined in the Proposal Rate Schedule attached hereto.

It is understood that this proposal constitutes a firm offer that cannot be withdrawn for ninety (90) calendar days after the submission date for the proposals.

The undersigned certifies that he/she has examined and is familiar with the content of this Request for Proposal; also that he/she has checked all the figures shown in the proposed Rate Schedule and other attachments hereto and understands that the Sacramento Municipal Utility District will not be responsible for any errors or omissions on Contractor's part in preparing this proposal.

The undersigned further agrees, if awarded the contract, that he/she will commence the work within the time set forth and will perform the work in accordance with the contract documents attached to this Request for Proposal.

Attached hereto and made a part thereof by this reference are proposal forms pages 6-3 through 6-8, the Detailed Proposal and the Bid Schedule.

PROPOSER:

Company:		
Street Address:		
City:	State:	Zip:
Signed:		
Print Name:		
Title:		
Telephone:	Fax:	
Email:	Date:	

6.2. SAFETY COMPLIANCE CERTIFICATE

I, _____ the undersigned,

(Print Company Representative Name)

of

(Print Company Representative Title)

hereby certify the

(Print Company Name)

information contained herein and that undersigned is duly authorized to certify the that:

A. Contractor has an effective Injury and Illness Prevention Program which meets the requirements of all applicable laws and regulations, including, but not limited to, California Labor Code Section 6401.7. (This section does not apply if Contractor does not perform any work under this agreement within the State of California.) and

<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=lab&group=06001-07000&file=6400-6413.5>

B. Contractor agrees that it is fully responsible for the acts and omissions of its subcontractors and all persons either directly or indirectly employed by Contractor.

C. The above-named person has the authority and responsibility for implementing and administering Contractor's Injury and Illness Prevention Program.

IN WITNESS WHEREOF, the undersigned has executed this Safety Compliance Certificate under the penalty of perjury of the laws of the State of California on:

Signed:
Print Name:
Date:

6.3. NONCOLLUSION STATEMENT**TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL**

I, _____ am the

(Print Company Representative Name)

_____ of

(Print Company Representative Title)

_____ the party making the

(Print Company Name)

foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signed:
Print Name:
Title:

6.4. PROMPT PAYMENT PROGRAM

SMUD has a prompt payment program for small businesses which are certified by the State Department of General Services.

Under the program, SMUD will guarantee payment of invoices within 20 calendar days from the date of inspection and acceptance by SMUD or the date correct invoices are received, whichever is later.

If SMUD fails to meet the 20 calendar days payment guarantee, the small business will be paid interest on the unpaid invoice at prime plus 2% APR. Late interest payments, if applicable, will be made without an additional invoice from the small business.

To participate in this program, please indicate “prompt payment” below and provide evidence of certification with your bid.

Bidder is eligible for, and is requesting, a prompt payment program:

☐ YES ☐ NO

PROPOSER:

Company:
Signed:
Print Name:

6.5. SEED PROGRAM SMALL BUSINESS DECLARATION

Complete this form to apply for SEED Program consideration. To qualify for the SEED Program, a firm must have a current certification as a Small Business from the California Department of General Services. In addition, the firm must qualify as a SMUD ratepayer for the preceding six months by receiving SMUD electric service at the principal office* listed by the Department of General Services. If your firm or one of your proposed subcontractors qualifies under these criteria, SMUD will validate all submitted information and determine the proposing firm's SEED Program qualification.

To expedite the verification process:

1) Submit a copy of the most recent SMUD statement for the principal office shown on your DGS Small Business application

OR

2) _____ If the firm leases its principal space from a property management company or a landlord and the SMUD utilities are included in the lease, please initial in the blank space provided above and attach a copy of the current lease showing the dates of occupancy, principal office of property and signatures of both parties

AND

Submit a copy of the current Small Business certification notice from the California Department of General Services.

Proposed SEED firm:
Contact Name:
Title:
Phone Number:

I hereby certify that this firm qualifies for the SEED Program as defined above. This firm has been certified as a Small Business by the California Department of General Services.

I hereby swear that I am duly authorized to legally act on behalf of the above named company.

Signed:
Print Name:
Title:
Date:

If you or one of your proposed subcontractors is not certified by DGS and would like to become certified for future contracting opportunities, please refer to <http://www.smud.org/suppliers/supplier/seed.html> or contact SMUD Supplier Diversity at (916) 732-5623 or email SEEDmgr@smud.org.

***Principal office** means where the business is headquartered and conducts the management and operations of the business.

6.6. DESIGNATION OF PRIME CONTRACTOR, SUBCONTRACTORS AND SUPPLIERS

(TO BE COMPLETE BY ALL BIDDERS/PROPOSERS)

The following are the names and business locations of the prime contractor and all subcontractors who will perform work or labor or render service to the Proposer in or about the work, or who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications (as applicable) together with a statement of the portion of the work to be done by each subcontractor.

SEED Program - The Proposer may only count toward its SEED Program subcontracting credit those expenditures to subcontractors or contractors under a subcontractor that perform a commercially useful function. In addition, each contractor or subcontractor claiming SEED Program qualification shall complete the SEED PROGRAM SMALL BUSINESS DECLARATION.

	Firm (Name and Address)	Work, Material or Service (Provide Brief Description)	Supplier Diversity/SEED Program Status	Percent (%) (Of Total Proposal Price)	Dollar Amount (Of This Firm's Work, Material or Service)
1.	PROPOSER/PRIME CONTRACTOR Name _____ Address _____ City, State, Zip _____ Primary Contact _____ Phone # _____ License Number & Classification _____	_____	SEED Qualified Yes ☐ No ☐	_____ % of Total Proposal	\$ _____ Amount of Total Proposal
2.	SUBCONTRACTOR Name _____ Address _____ City, State, Zip _____ Primary Contact _____ Phone # _____ License Number & Classification _____	_____	SEED Qualified Yes ☐ No ☐	_____ % of Total Proposal	\$ _____ Amount of Total Proposal
3.	SUBCONTRACTOR Name _____ Address _____ City, State, Zip _____ Primary Contact _____ Phone # _____ License Number & Classification _____	_____	SEED Qualified Yes ☐ No ☐	_____ % of Total Proposal	\$ _____ Amount of Total Proposal
4.	SUBCONTRACTOR Name _____ Address _____ City, State, Zip _____ Primary Contact _____ Phone # _____ License Number & Classification _____	_____	SEED Qualified Yes ☐ No ☐	_____ % of Total Proposal	\$ _____ Amount of Total Proposal

DESIGNATION OF PRIME CONTRACTOR, SUBCONTRACTORS, AND SUPPLIERS

(Continuation Page ; may be duplicated as needed)

SUBCONTRACTOR Name _____ Address _____ City, State, Zip _____ Primary Contact _____ Phone # _____ License Number & Classification _____	_____	SEED Qualified Yes No ☐ ☐	_____% of Total Proposal	\$ _____ Amount of Total Proposal
SUBCONTRACTOR Name _____ Address _____ City, State, Zip _____ Primary Contact _____ Phone # _____ License Number & Classification _____	_____	SEED Qualified Yes No ☐ ☐	_____% of Total Proposal	\$ _____ Amount of Total Proposal
SUBCONTRACTOR Name _____ Address _____ City, State, Zip _____ Primary Contact _____ Phone # _____ License Number & Classification _____	_____	SEED Qualified Yes No ☐ ☐	_____% of Total Proposal	\$ _____ Amount of Total Proposal
SUBCONTRACTOR Name _____ Address _____ City, State, Zip _____ Primary Contact _____ Phone # _____ License Number & Classification _____	_____	SEED Qualified Yes No ☐ ☐	_____% of Total Proposal	\$ _____ Amount of Total Proposal
SUBCONTRACTOR Name _____ Address _____ City, State, Zip _____ Primary Contact _____ Phone # _____ License Number & Classification _____	_____	SEED Qualified Yes No ☐ ☐	_____% of Total Proposal	\$ _____ Amount of Total Proposal

6.7. DETAILED PROPOSAL

6.7.1 Evaluation Criteria 10 SEED Program Evaluation Points

Ten evaluation points will be awarded to SEED qualified prime Proposers. Non-SEED prime Proposers will receive up to ten evaluation points on a pro-rata basis for proposing at least 20% subcontracting which utilizes SEED subcontractors. Details are in the Supplier Education & Economic Development section of this document.

6.7.2 Evaluation Criteria 10 Proposer's Experience and Qualifications

This section shall include, but is not limited to, the following information:

- A. A statement describing the origin, background, and size of the Proposer's company.

Response:

- B. A description of the Proposer's expertise in the area covered by this Request for Proposal. More than 5 years of professional working experience, knowledge, capabilities, and performance records of managing projects and personnel working on MSW resources and energy conversion technologies and their applications.

Response:

- C. A staff/team with strong experience and expertise in MSW resources and energy conversion technologies, including technical, economic, and environmental performance and impacts of the conversion technologies outlined above. In addition, a staff/team has a clear statement of capabilities and experience in MSW handling and processing (including waste collection operations, pre-processing, sorting, storage and other waste handling -related processes), technical, economic and environmental performance of MSW conversion technologies such as mass and energy balance, technical and economic feasibility, emissions (air, water and solid) and policy implications. If the firm does not have all the areas of expertise included in the list of typical projects, the firm must demonstrate a plan to obtain the additional expertise or experience required.

Response:

- D. A list of 5 former clients who received similar services from the Proposer. This listing shall include names of client representatives and their phone numbers.

Response:

6.7.3 Evaluation Criteria 30 Experience and Qualifications of Key Project Personnel

- A. This section shall include a narrative description of how the Proposer will organize and perform the services outlined in the Scope of Work section of this Request for Proposal.

Response:

- B. A description of the Proposer's expertise in the area covered by this Request for Proposal. More than 5 years of professional working experience, knowledge, capabilities, and performance records of managing projects and personnel working on MSW resources and energy conversion technologies and their applications.

Response:

- C. A staff/team with strong experience and expertise in MSW resources and energy conversion technologies, including technical, economic, and environmental performance and impacts of the conversion technologies outlined above. In addition, a staff/team has a clear statement of capabilities and experience in MSW handling and processing (including waste collection operations, pre-processing, sorting, storage and other waste handling -related processes), technical, economic and environmental performance of MSW conversion technologies such as mass and energy balance, technical and economic feasibility, emissions (air, water and solid) and policy implications. If the firm does not have all the areas of expertise included in the list of typical projects, the firm must demonstrate a plan to obtain the additional expertise or experience required.

Response:

- D. A brief resume of key individuals on the proposed organization chart shall also be included in this section. The resumes shall include as a minimum the following information:
- Name
 - Position
 - Experience Summary (highlight information related to the scope of this Request for Proposal)
 - Educational Background

The Proposer must ensure in writing, that to the extent within its control, the personnel proposed to work on this project shall remain available to the project for the full term of the contract.

Response:

- E. Experience with critical path method scheduling programs and other project control tools. Experience making formal presentations to corporate management, board members, elected officials and the public. Experience writing and editing technical reports and projects funding proposals. Experience with beneficial collaboration across communities, utilities, jurisdictions, industry, academia, state and federal agencies and other interested parties.

Response:

6.7.4 Evaluation Criteria 10 Proposer's Ability to Respond to SMUD's Needs

In this section, the Proposer shall provide evidence of its responsiveness to current and previous clients' requirements both with respect to timeliness and quality of performance as they relate to the scope of this Request for Proposal.

Response:

6.7.5 Evaluation Criteria 40 Commercial Terms (Price) and Compliance with SMUD's Contractual Terms

- A. This section includes the cost information contained in the Bid Schedule section of this Request for Proposal.
- B. The Proposer shall note all exceptions taken to this Request for Proposal including the contract terms and conditions of the contract included in the Sample Contract section of this Request for Proposal. SMUD reserves the right to reject any proposal based on noncompliance with the attached contract terms and conditions.

Response:

6.8. BID SCHEDULE**RFP No. 090365.CJB**

In accordance with this Request for Proposal, the Proposer agrees to provide the services described in the Scope of Services, at the rates shown in this Schedule.

The quantities shown below are approximate only and being given as a basis for the comparison of proposals. SMUD does not, expressly, or by implication, propose or agree that the actual quantities of work will correspond therewith, but reserves the right to increase or decrease the amount of any portion of the work shown, or to omit portions of said work, as may be deemed advisable by SMUD. Payment will be made on the basis of quantities actually performed.

Proposer shall list all job classifications, including subcontract labor, if any, that will be assigned to the type of work described in this RFP. **This listing should be identical to the classification of those individuals submitted in the Detailed Proposal section of this Request for Proposal.** Proposer shall also attach a job description for each classification listed.

A. Man-hour Billing Rates

<u>Labor Classifications</u>	<u>Weighting Factor</u>	<u>Straight Time Billing Rate/Hour</u>	<u>Overtime * Billing Rate/Hour</u>
Principal Consultant	3%		
Project Manager	5%		
Energy Consultant	5%		
Senior Electrical Engr	3%		
Assoc. Electrical Engr	4%		
Senior Mechanical Eng	7%		
Assoc. Electrical Eng	7%		
Environmental Specialist	10%		
Environmental Analyst	7%		
Air Quality Specialist	10%		
Water Quality Specialist	4%		
Wastewater Treatment Eng	7%		
Solid Waste Specialist	7%		
Financial Analyst	5%		
Technical Report Writer	5%		
Drafter	1%		
Secretary	5%		
Administrative Asst.	5%		

This man-hour-billing rate shall include the following:

- Direct payroll costs.
- Benefits and Burdens (including insurance, payroll taxes, vacation, holidays, sick leave, etc.).
- All overhead costs (including rents, leases, office furniture and equipment, Controller and Accounting staff, Business development staff, receptionists, and all other costs not directly associated to the performance of the contracted services).

- Profit.

The rates proposed above shall remain fixed for the duration of the contract unless otherwise approved in writing by the District.

If a premium is billable for overtime hours include the rate for those classifications that receive it.

B. Other Direct Costs:

- District approved travel expenses are reimbursable at cost.
- Material is reimbursable at cost without markup.
- Other direct and special costs as approved by the District, e.g. film, reproduction, telephone, computer usage, etc., shall be reimbursed at cost.
- Proposer shall submit a standard cost schedule for all other costs.

Note: SMUD's evaluations for award will include SEED Price Advantage calculations

In case of discrepancy between the words and numbers of the bid price, the words shall govern. In case of discrepancy between the unit prices bid and the extensions thereon, the unit prices shall govern. In case of an error in the addition of the total bid amount for all bid items the corrected total shall govern.

The rates proposed above shall remain fixed for the duration of the contract unless otherwise approved in writing by SMUD.

PROPOSER:

Company:		
Street Address:		
City:	State:	Zip:
Signed:		
Print Name:		
Title:		
Telephone:	Fax:	
Email:	Date:	

7. SAMPLE CONTRACT

Note: The Sample Contract is attached as a separate document.