

Solicitation P1275010
Hazardous Waste Removal

State of California

Bid P1275010 Hazardous Waste Removal

Bid Number **P1275010**
Bid Title **Hazardous Waste Removal**

Bid Start Date **Feb 14, 2012 12:11:04 PM PST**
Bid End Date **Apr 17, 2012 4:00:00 PM PDT**
Question & Answer End Date **Mar 27, 2012 4:00:00 PM PDT**

Bid Contact **Heather Sironen**
916-324-6252
hsironen@ospr.dfg.ca.gov

Standard Disclaimer **The State of California advises that prospective bidders periodically check the websites, including but not limited to Bidsync, and/or other state department links for modifications to bid documents. The State of California is not responsible for a prospective bidder's misunderstanding of the bid solicitation or nonresponsive bid due to failure to check these websites for updates or amendments to bid documents, and/or other information regarding the bid solicitations. Failure to periodically check these websites will be at the bidder's sole risk.**
The information published and/or responded to on these websites is public information. Confidential questions/issues/concerns should be directed to the contact on the ad.

Changes made on Feb 21, 2012 9:43:03 AM PST

New Documents **IWU IFB P1075012 Cost Sheet.pdf**

Changes were made to the following items:

[Hazardous Waste Removal](#)

Description

The Department of Fish and Game, Office of Spill Prevention and Response is soliciting bids for hazardous waste removal services for our Water Pollution Control Laboratory located in Rancho Cordova, CA.

Added on Feb 21, 2012:

In response to question #2, attached is Attachment 4 - Bid Cost Sheet for the current Contractor (Industrial Waste Utilization) from the previous IFB P1075012.

Changes made on Feb 21, 2012 9:43:03 AM PST



State of California -The Natural Resources Agency
DEPARTMENT OF FISH AND GAME
1416 9th Street
Sacramento, CA 95814
<http://www.dfg.ca.gov>

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



INVITATION FOR BID
Notice to Prospective Bidders

February 14, 2012

You are invited to review and respond to this Invitation for Bid (IFB), entitled IFB# P1275010, Hazardous Waste Removal. In submitting your bid, you must comply with these instructions.

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

In the opinion of the Department of Fish and Game this Invitation for Bid is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this IFB is:

Heather Sironen
Department of Fish and Game
Office of Spill Prevention and Response
1700 K Street, Suite 250
Sacramento, CA 95811
(916) 324-6252

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

Lisa Gallegos, Chief
Procurement and Contracting Officer
Business Management Branch

Conserving California's Wildlife Since 1870

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Sample Standard Agreement (Std 213)Included as a separate document

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A. Purpose and Description of Services

Term of the Agreement will be September 01, 2012 through August 30, 2014. The successful bidder (Contractor) agrees to execute the Agreement on the Standard 213, Standard Agreement.

The Department of Fish and Game (DFG), represented by the Office of Spill Prevention and Response, hereafter referred to as the "State" is soliciting bids for an agreement to provide hazardous waste removal to the Petroleum Chemistry Laboratory (PCL) located at 1995 Nimbus Road, Rancho Cordova, CA 95670 and the Water Pollution Control laboratory (WPCL) located at 2005 Nimbus Road, Rancho Cordova, CA 95670.

B. Eligible Bidders

Public or private corporations, agencies, organizations, associations, or individuals may submit a sealed bid in response to this IFB. The bidder must be legally constituted and qualified to do business within the State of California (registered with the Secretary of State). With the exception of bidders whose legal status precludes incorporation (i.e. public agencies, sole proprietorships, and partnerships), bidders that are not fully incorporated by the deadline for submitting sealed bids will be disqualified.

C. Loss Leader

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

D. Bidder Minimum Qualifications

The bidder must at a minimum have and/or provide the following:

1. All equipment, materials & supplies necessary to perform the services.
2. All permits required by the State of California and the Federal Government for hazardous waste transportation.
3. A current EPA Identification Number.
4. A current State of California Hazardous Transporter Registration.
5. A current Motor Carrier Permit.
6. A field office maintained in the appointed region as noted in the Scope of Work, item n.
7. A telephone that is monitored 24 hours a day for emergency response purposes.
8. Insurance according to the Insurance Requirements listed in Exhibit D - DFG Additional Provision of the Sample Standard Agreement.

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E. Bid Requirements and Information**1. Key Action Dates**

EVENT	DATE	TIME
IFB Available to Prospective Bidders	02/14/12	
Last Day to Submit Written Questions	03/27/12	4:00 p.m.
Written Responses to Questions	04/03/12	4:00 p.m.
Final Date for Bid Submission	04/17/12	4:00 p.m.
Bid Opening	04/24/12	10:00 a.m.
Notice of Intent to Award	05/01/12	
Proposed Award Date	05/08/12	

2. Submission of Bid

- a. All bids must be submitted under **sealed** cover and sent to the DFG by dates and times shown in Section E, Bid Requirements and Information, Item 1) Key Action Dates, (page 2). The sealed cover must be plainly marked with the IFB number and title, must show your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

IFB# P1275010
Hazardous Waste Removal
Department of Fish and Game
1700 K Street, Suite 250
Sacramento, CA 95811
Attention: Heather Sironen

DO NOT OPEN

Bids not submitted under sealed cover may be rejected. A minimum of two (2) copies of the bid must be submitted.

- b. All bids shall include the documents identified in Section H, Required Attachment Checklist (Attachment 1). Bids not including the proper "required attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- c. All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm.
- d. Mail or deliver bids to the following address:

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U.S. Postal Service Deliveries

UPS, Express Mail, Federal Express
Department of Fish and Game
Office of Spill Prevention and Response
1700 K Street, Suite 250
Sacramento, CA 95811
Attention: Heather Sironen

- e. Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.
- f. A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all bids and may waive an immaterial deviation in a bid. The State's waiver of an immaterial deviation shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- g. Costs incurred for developing bids and in anticipation of award of the agreement are entirely the responsibility of the bidder and shall not be charged to the State of California.
- h. An individual who is authorized to bind the bidder contractually shall sign the Bid/Bidder Certification Sheet, (Attachment 2). The signature should indicate the title or position that the individual holds in the firm. An unsigned bid will be rejected.
- i. A bidder may modify a bid after its submission by withdrawing the original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- j. A bidder may withdraw a bid by submitting a written withdrawal request to the State, signed by the bidder or an authorized agent. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.
- k. The DFG may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received a bid package.
- l. The DFG reserves the right to reject all bids. DFG is not required to award an agreement.
- m. Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the IFB requirements.
- n. Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- o. The State does not accept alternate contract language from a prospective contractor. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions are not negotiable.
- p. No oral understanding or agreement shall be binding on either party.

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3. Evaluation and Selection

- a. At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- b. The DFG will evaluate each bid to determine its responsiveness to the published requirements.
- c. Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, may be rejected.

4. Basis of Award

The contract Award, if made will be to the lowest responsive responsible bidder. The contract shall be awarded to the bidder with the lowest TOTAL BID AMOUNT (TOTAL PER YEAR X 2 YEARS) as indicated on Attachment 4 Bid Cost Sheet.

Bid responses must comply with all IFB requirements. Failure to do so will disqualify the bid. If it is determined not to be in the best interest of the State, the State reserves the right to not award a contract in response to this IFB.

The method that shall be used as a "tie-breaker" in the event of a two-way (or more) tie of the responsive/responsible lowest bid will be to place the names of the bidders in a container. The first name drawn will be the proposed awardee. The remaining bidder(s) name(s) will be drawn sequentially and noted in case, upon validation, the proposed awardee selected through the tie-breaking process is unacceptable.

Small business bidders, meeting the IFB specifications, shall have precedence over non-small business bidders in that the application of any bidder preference for which non-small business bidders may be eligible under any other provision of law shall not result in the denial of the award to a small business bidder.

In the event of a precise tie between the low responsible bid of bidder meeting the specifications of a small business, and the low responsible bid of a bidder meeting the specifications of a disabled veteran-owned small business, the contract shall be awarded to the veteran-owned small business.

5. Award and Protest

a. Award

Whenever an Agreement is awarded under a procedure, which provides for competitive bidding, but the Agreement is not to be awarded to the low bidder, the low bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the Agreement.

Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the DFG at least five (5) working days prior to awarding the Agreement.

b. Protest

In Accordance with Public Contract Code Section 10345, if any bidder, prior to the award of Agreement, files a written protest with the Department of General Services against the awarding of the contract on the grounds that it is the lowest responsible bidder meeting the

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specifications of the Invitation for Bid. The contract shall not be awarded until either the protest has been withdrawn or the Office of Administrative Hearings (OAH) has decided the matter. The protest shall be sent to:

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

Department of Fish and Game
Contracts Management Section
ATTN: Amy Manasero, Manager
1416 9th Street, 12th Floor
Sacramento, CA 95814
FAX: (916) 445-9620

Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of General Services and the Department of Fish and Game a detailed written statement specifying the grounds for the protest. It is suggested that any protest be submitted by certified or registered mail.

6. Disposition of Bid

- a. Upon bid opening, all documents submitted in response to this IFB will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
- b. Bid packages may be returned only at the bidder's expense.

7. Sample Standard Agreement

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

8. Agreement Execution and Performance

- a. Work shall start no later than the express date set by the DFG Contract Manager and the contractor, after all approvals have been obtained and the agreement is fully executed. Should the contractor fail to commence work at the agreed upon time, the DFG, upon five (5) days written notice to the contractor, reserves the right to terminate the Agreement. In addition, the contractor shall be liable to the State for the difference between contractor's bid price and the actual cost of performing work by the second lowest bidder or by another contractor.
- b. All performance under the Agreement shall be completed on or before the termination date of the Agreement.
- c. The contract term will be a two (2) year contract upon signature and approval or from September 01, 2012 through August 30, 2014. The State will have the option to extend the contract term for an additional one (1) year term, under the same terms, conditions and costs of the original agreement.

F. Preference Programs

1. Small Business Program

A Small Business Preference of five percent (5%) will be granted in accordance with Government Code Section 14835, and as contained in Title 2, California Administrative Code Section 1896 et. seq. To claim the Small Business Preference, which may not exceed \$50,000

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for any bid, your firm must have its principal place of business located in California and you must have an approved small business certification form and proof of annual receipts on file with the Department of General Services, Office of Small Business and Disabled Veteran Business Services (OSDS). Questions and requests for copies of the regulations should be directed to OSDS at (916) 375-4940.

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

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

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

The DFG will grant small businesses a five percent (5%) Small Business preference on a bid evaluation when a responsible non-small business has submitted the lowest-priced, responsive bid pursuant to the evaluation of a solicitation method when a small business:

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

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

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

2. Disabled Veteran Business Enterprise (DVBE) Incentive Program

DVBE INCENTIVE OPTION WITH 3% DVBE PROGRAM REQUIREMENT

In accordance with section 999.5(a) of the Military and Veterans Code, and DVBE Incentive Regulations, CCR 1896.99.100, an incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration GSPD-05-105, confirmed by the State. The GSPD-05-105 can be accessed at:

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<http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf> The incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation. The following percentages will apply for awards based on low price.

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

For awards based on low price, the net bid price of responsive bids will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive net bid price. If the #1 ranked responsive, responsible bid is a California certified small business, the only bidders eligible for the incentive will be California certified small businesses. The incentive adjustment for awards based on low price cannot exceed 5% or \$100,000,

whichever is less, of the #1 ranked net bid price. When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed \$100,000.

G. Disabled Veteran Business Enterprise (DVBE) Program Participation

1. DVBE Participation Program Requirements

AUTHORITY. The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq. **Recent legislation has modified the program significantly in that a bidder may no longer demonstrate compliance with program requirements by performing a “good faith effort” (GFE).**

The minimum DVBE participation percentage (goal) is 3% for this solicitation unless another percentage is specified in the solicitation. A DVBE incentive will be given to bidders who provide DVBE participation, unless stated elsewhere in the solicitation that the DVBE incentive has been waived.

INTRODUCTION. The bidder must complete the identified form to comply with this solicitation's DVBE program requirements. Bids or proposals (hereafter called “bids”) that **fail to submit all required forms and fully document and meet one of the DVBE program requirement options shall be considered non-responsive.**

Information submitted by the intended awardee to comply with this solicitation's DVBE requirements will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and/or contract termination.

Only State of California, Office of Small Business and DVBE Services (OSDS), certified DVBEs (hereafter called “DVBE”) who perform a commercially useful function relevant to this solicitation, may be used to satisfy the DVBE program requirements. The criteria and definition for performing a commercially useful function are contained herein on the page entitled **Resources & Information.** Bidders are to verify each DVBE subcontractor's certification with OSDS to ensure DVBE eligibility.

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PLEASE READ ALL INSTRUCTIONS CAREFULLY. These instructions contain information about the DVBE program requirements, bidder responsibilities, and the DVBE Bid Incentive. Bidders are responsible for thorough review and compliance with these instructions.

To meet the DVBE program requirements, bidders must complete and fully document at least one of the following compliance options:

Commitment to full DVBE participation - For a bidder who is a DVBE or who is able to meet the commitment to use identified certified DVBE(s) to fulfill the full DVBE participation goal.

COMMITMENT -- Commit to meet or exceed the DVBE participation requirement in this solicitation by either Method A1 (bidder is a California certified DVBE) or A2 (bidder is not a California certified DVBE). Bidders must document DVBE participation commitment by

completing and submitting the Bidder Declaration (GSPD-05-105) and Disabled Veteran Business Enterprise Declarations (STD 843) forms located elsewhere within the solicitation document. Failure to complete and submit the required forms as instructed shall render the bid non-responsive.

At the State's option prior to award of the contract, a written confirmation from each DVBE subcontractor identified on the Bidder Declaration must be provided. As directed by the State, the written confirmation must be signed by the bidder and/or the DVBE subcontractor(s). The written confirmation may request information that includes but is not limited to the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, and total amount to be paid to the DVBE. If further verification is necessary, the State will obtain additional information to verify the above requirements.

Method A1. Certified DVBE bidder:

- a. Commit to performing at least 3% of the contract bid amount (unless otherwise specified) with the prime bidder's firm or in combination with another DVBE(s).
- b. Complete the Bidder Declaration GSPD-05-105 and submit a completed Disabled Veteran Business Enterprise Declarations (STD 843) (see Attachment 6).
- c. At the State's option a DVBE bidder working in combination with other DVBEs shall submit proof of its commitment by submitting a written confirmation from the DVBE(s) identified as a subcontractor on the Bidder Declaration GSPD-05-105. When requested, the document must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written confirmation as specified may be grounds for bid rejection.

Method A2. Non-DVBE bidder:

- a. Commit to using certified DVBE(s) for at least 3% (unless otherwise specified) of the bid amount.
- b. Complete the Bidder Declaration GSPD-05-105 and submit a completed Disabled Veteran Business Enterprise Declarations (STD 843) (see Attachment 6).
- c. At the State's option prior to contract award, a bidder is to submit proof of its commitment by submitting a written confirmation from each DVBE identified as a subcontractor on the Bidder Declaration GSPD-05-105. The awarding department contracting official named in the solicitation may contact each listed DVBE, by mail, fax or telephone, for verification of the bidder's submitted DVBE information. When requested, the document must be submitted to the address or facsimile number specified and within the timeframe identified in

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the notification. Failure to submit the written confirmation as specified may be grounds for bid rejection.

2. DVBE Resources and Information

For questions regarding bid documentation requirements, **contact the contracting official at the awarding department for this solicitation.** For a directory of SB/DVBE Advocates for each department go to:

<http://www.pd.dgs.ca.gov/smbus/advocate.htm>.

The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in locating DVBEs for a fee. To obtain this list, please go to www.pd.dgs.ca.gov/smbus and select:

- [DVBE Trade Paper Listing](#) (pdf)
- [DVBE Focus Paper Listing](#) (pdf)

U.S. Small Business Administration (SBA):

Use the Central Contractor Registration (CCR) on-line database.
Internet contact only –Database: www.ccr.gov/.

FOR:

Local Organizations: Go to www.pd.dgs.ca.gov/smbus and select:

[DVBE Local Contacts](#) (pdf)

DGS-PD EProcurement

Website: www.eprocure.dgs.ca.gov

Phone: (916)375-2000

Email: eprocure@dgs.ca.gov

DGS-PD Office of Small Business and DVBE Services (OSDS)

707 Third Street, Room 1-400, West Sacramento, CA 95605

Website: www.pd.dgs.ca.gov/smbus

OSDS Receptionist, 8 am-5 pm: (916) 375-4940

PD Receptionist, 8 am-5 pm: (800) 559-5529

Fax: (916) 375-4950

Email: osdchelp@dgs.ca.gov

Service-Disabled Veteran-owned businesses in California (Remember to verify each DVBE's California certification.)

FOR:

List of potential DVBE subcontractors

FOR:

- SB/DVBE Search
- CSCR Ads
- Click on Training tab to Access eProcurement Training Modules including: Small Business (SB)/DVBE Search

FOR:

- Directory of California-Certified DVBEs
- Certification Applications
- Certification Information
- Certification Status, Concerns
- General DVBE Program Info.
- DVBE Business Utilization Plan
- Small Business/DVBE Advocates

Commercially Useful Function Definition

California Code of Regulations, Title 2, § 1896.61(l):

The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of §1896.61(f); is certified in accordance with §1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function.

As defined in MVC §999, a person or an entity is deemed to perform a "commercially useful function" if a person or entity does **all** of the following:

- § Is responsible for the execution of a distinct element of the work of the contract.
- § Carries out the obligation by actually performing, managing, or supervising the work involved.
- § Performs work that is normal for its business services and functions.
- § Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.

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H. Required Attachments

ATTACHMENT 1
REQUIRED ATTACHMENT CHECK LIST

A complete bid or bid package will include all of the items identified below.

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

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Check List
_____ Attachment 2	Bid/Bidder Certification Sheet (Signed) Bid/Bidder Certification Sheet Instructions
_____ Attachment 3	Payee Data Record (STD 204) (Signed)
_____ Attachment 4	Bid Cost Sheet
_____ Attachment 5	Darfur Contracting Act Certification
_____ Attachment 6	Bidder Declaration
_____ Attachment 7	Contractor's Certification Clauses (CCC-307)
_____ Attachment 8	Proof of EPA Identification Number
_____ Attachment 9	State of California Hazardous Waste Transporter's Registration
_____ Attachment 10	Motor Vehicle Permit
_____ Attachment 11	Certificate of Insurance according to the insurance requirements listed in the Sample Standard Agreement (STD. 213), Exhibit D – DFG Additional Provisions, Items 15a and 15b.

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ATTACHMENT 2
BID/BIDDER CERTIFICATION SHEET

This Bid/Bidder Certification Sheet must be signed and returned along with all the "required attachments" as a bid package as directed in Submission of Bid (Section E, 3, a) with original signatures. The bid documents must be transmitted in a sealed envelope in accordance with IFB instructions.

- A. **Our all-inclusive bid is submitted as detailed in Attachment 4, Cost Sheet.**
- B. All required attachments are included with this certification sheet.
- C. I have read and understand the DVBE participation requirements and have included documentation demonstrating that I have met the participation goals.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

An unsigned Bid/Bidder Certification Sheet may be cause for rejection

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

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ATTACHMENT 2
BID/BIDDER CERTIFICATION SHEET INSTRUCTIONS

Complete the numbered items on the Bid/Bidder Certification Sheet by following the instructions below:

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

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

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

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

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

or use this link to go directly to the form:

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

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

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

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ATTACHMENT 4 - BID COST SHEET

Solvent Waste Description	Storage size	Disposal size	Disposal Cost/Gal. of Waste ¹		Est. Quant. Gen./Year		Disposal Cost/Year	Disposal Method
Halogenated Solvent (dichloromethane/flammable mix)	1 gal	55 gal		x	385 gal	=		Incin/CI recycling
¹ Cost is per gallon of waste solvent and includes all labor and supplies costs for lab pack or bulk transfer from 1 gal. bottle to 55 gal. drum.								
Waste Description	Storage size	Disposal size	Disposal Cost/Gal. of Waste		Est. Quantity Gen./Year		Disposal Cost/Year	Disposal Method
Water, Acetonitrile, methanol HPLC waste.	5 gal liquid container	5 gal		x	15 gal	=		Incineration
Ethanol waste (95%)	5 gal liquid container	5 gal		x	10 gal	=		Fuel blend/Incineration
Sodium sulfate/Florisil (Magnesium silicate)	5 gal pail	5 gal		x	70 gal	=		Recycling/treatment
Vacuum pump oil	In secondary 5 gal pail	5 gal		x	15 gal	=		Recycling
2 mL glass vials with methylene chloride/isooctane/methanol/hexane/pentane	In secondary 5 gal pail	5 gal		x	20 gal	=		Incineration
Pesticide standards (ppb to ppm range) in 10 mL tubes, 1 oz, 2 oz bottles).	In secondary 5 gal pail	5 gal		x	50 gal	=		Incineration
Pesticide contaminated soil	In secondary 5 gal pail	5 gal		x	50 gal	=		Incineration
PCB contaminated soil	In secondary 5 gal pail	5 gal		x	5 gal	=		Incineration
PCB contaminated liquid (> 50 mg/L)	In secondary 5 gal pail	5 gal		x	5 gal	=		Incineration
Diesel fuel on absorbent pad.	In secondary 5 gal pail	5 gal		x	5 gal	=		Incineration
Oil contaminated soil , fibre	In secondary 5 gal pail	5 gal		x	85 gal	=		Incineration

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Waste Description	Storage size	Disposal size	Disposal Cost/Gal. of Waste		Est. Quant. Gen./Year		Disposal Cost/Year	Disposal Method
Oil contaminated water	In secondary 5 gal pail	5 gal		x	40 gal	=		Incineration
Potassium permanganate solution (< 5%).	5 gal liquid container	5 gal		x	10 gal	=		Landfill
Formaldehyde solution (< 25%)	5 gal liquid container	5 gal		x	10 gal	=		Incineration
Mercuric sulfate (10 to 100 ppm range), dilute sulfuric acid solution (pH <2).	5 gal liquid container	5 gal		x	50 gal	=		Recycling
Antimony potassium tartrate, ammonium molybdate, sulfuric acid solution (pH < 2).	5 gal liquid container	5 gal		x	40 gal	=		Treatment
Phenol solution (< 10%).	5 gal liquid container	5 gal		x	15 gal	=		Incineration
Magnesium nitrate solution (~50%).	In secondary 5 gal pail	5 gal		x	10 gal	=		Treatment
Ammonium chloride, potassium sodium tartrate, sodium hydroxide solution, (pH > 12).	In secondary 5 gal pail	5 gal		x	60 gal	=		Treatment
Trace metals in 10 % nitric acid.	In secondary 5 gal pail	5 gal		x	10 gal	=		Treatment
Dilute sulfuric acid/hydrochloric acid solution, < 10%	5 gal liquid container	5 gal		x	75 gal	=		Treatment
Dilute hydrochloric acid solution, < 10%	5 gal liquid container	5 gal		x	55 gal	=		Treatment
Dilute sulfuric acid solution, < 10%	5 gal liquid container	5 gal		x	120 gal	=		Treatment
Dilute nitric acid solution, < 10%	5 gal liquid container	5 gal		x	45 gal	=		Treatment
Dilute phosphoric acid solution, < 10%	5 gal liquid container	5 gal		x	20 gal	=		Treatment
0.1% Sodium Nitroferricyanide solution	In secondary 5 gal pail	5 gal		x	15 gal	=		Treatment
* Other unexpected non-contract waste - disposal at discounted market rate.								
					TOTAL PER YEAR	=		
** All 5 gal. containers used by WPCL are UN approved for shipping hazardous waste.								
					TOTAL BID AMOUNT (TOTAL PER YEAR X 2 YEARS)			

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ATTACHMENT 5**DARFUR CONTRACTING ACT CERTIFICATION**

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

OPTION #1 - CERTIFICATION

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

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

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

OPTION #2 – WRITTEN PERMISSION FROM DGS

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

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

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

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ATTACHMENT 6
Bidder Declaration
 (GSPD-05-105)

Download, print and attach form(s):

Bidder Declaration GSPD-05-105 - <http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf>
 complete when any subcontracting is to be used in the contract.

Micro Business / Small Business Program

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

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

DVBE Participation Program

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

STD.843

Purpose

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

**When to
Complete
This form**

The DVBE declarations form is completed when a California certified DVBE supplier is submitting a response to a competitive solicitation and/or request for offer or in the case of rental equipment, is a supplier who is obtaining the participation of California certified DVBE subcontractors.

Signatures

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

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

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ATTACHMENT 7**CONTRACTOR CERTIFICATION CLAUSE (CCC-307)**

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

<http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

Open Standard Contract Language, blue bar bottom middle of page and select CCC-307.

I. Scope of Work

1. Contractor agrees to provide to the State Department of Fish and Game (DFG), represented by the Office of Spill Prevention and Response (OSPR) waste removal services as described herein:

Contractor shall perform all hazardous waste removal to the State in a safe and professional manner.

2. The services shall be performed at Department of Fish and Game, Office of Spill Prevention and Response, Petroleum Chemistry Laboratory located at 1995 Nimbus Road, Rancho Cordova, California 95670 and the Water Pollution Control Laboratory located at 2005 Nimbus Road, Rancho Cordova, California 95670.
3. The services shall be provided from 8:00 a.m. – 5:00 p.m., Monday-Friday, excluding holidays.
4. SCOPE OF WORK

- a. Background and Objectives

The Contractor will furnish all labor, containers, profile fees, label(s), preparation of manifest(s), packing transportation and disposal of hazardous waste materials

- b. Work to be Performed

Upon request and within five (5) working days of notification, contractor will remove and dispose of various types of waste streams in a manner appropriate i.e.: incineration, re-cycling or landfill as required by State and Federal laws.

The Contractor shall perform all hazardous waste removal from the State in a safe and professional manner. Contractor's equipment shall be in good working order and all personnel shall be trained in safety measures to preclude accidents endangering State personnel or property. Contractor shall have adequate equipment for removal of waste from State property. Transportation packaging to include but not limited to: Flammable Liquid Lab Pack (Alcohol), Flammable Liquid Lab Pack (Vials), Bulk Flammable Liquid Toxic Lab Pack, and Non-RCRA Hazardous Waste Liquid and Non-RCRA Hazardous Waste Solid. Containers not meeting D.O.T./UN standards, leaking, damaged, waste on the outside or top of containers(s), or otherwise deemed "unsafe" will be replaced or placed in secondary container(s). All waste streams are subject to verification and final analysis. All hazardous material will be taken to a certified waste disposal facility and disposed of in the manner described in Attachment 4 – Bid Cost Sheet.

In compliance with all Federal, State and local regulations regarding handling, packaging, transportation and disposal of hazardous waste, contractor shall provide the following:

- § Containers
- § profile fees
- § label(s) and preparation of manifest
- § personnel, packing
- § transportation
- § disposal of hazardous waste material

Hazardous waste must be in D.O.T./UN approved containers.

All items removed from the facilities shall be recycled, disposed, or destroyed within 9 months of removal from the facility.

c. Inspection

During the term of this contract, all services will, at all times, be subject to inspection by the State Contract Manager/Facility Designee and authorized representatives. The State has the right to inspect and obtain copies of all written licenses, permits, and approvals issued by any government entity or agency to the Contractor or its subcontractors which are applicable to the performance of services under this contract; to inspect and test, at its own expense, transportation vehicles or vessels, containers, and disposal facilities provided by the Contractor; and storage and disposal operations conducted by the Contractor and its subcontractors in the performance of this contract.

The State must be provided free access to any Contractor or subcontractor facility used in performing services under this contract, including offices and facilities where contract related records are retained. Inspections of Contractor or subcontractor facilities are to assist the State in determining conformance to contract requirements.

The Contractor is solely and exclusively responsible for the quality of all services performed under this contract. The State's right to conduct inspections does not relieve the Contractor of his/her contractual responsibilities. Neither the State's failure to make such inspections, nor its failure to discover contract non-conformance, shall prejudice the rights of the State thereafter to reject services, nor relieve the Contractor of its obligation to perform work strictly in accordance with the contract.

The Contractor, in its agreement with any subcontractor(s), shall ensure that the inspection rights described herein are afforded the State by each subcontractor performing services under this contract.

d. Lab Packing

Packaging requirements for transportation and disposal of hazardous waste shall be at the discretion of the Contractor, in accordance with all federal, state, and local requirements. If the Contractor decides to use vermiculite as a packaging absorbent, asbestos free vermiculite must be used. If the Contractor elects to package compatible items in the same container, a comprehensive list of each item and the quantity of each item placed in the container, must be attached to the manifest.

Contractor shall furnish all over-pack materials, such as asbestos free vermiculite and any other packaging absorbent or outer containers in lab packaging at no additional cost to the State.

e. Consolidation

Compatible bulk items from each facility, such as waste paint thinner or latex paints shall be consolidated into Contractor furnished drums at no extra cost to the State. Consolidation of intact containers containing compatible bulk items, such as paints, shall not be considered "lab packing."

f. Spill Responsibility

The Contractor is solely responsible for any and all spills or leaks during the performance of this contract, which occur as a result of the actions of the Contractor's employees, subcontractors or agents. The Contractor agrees to clean up such spills or leaks to the satisfaction of the State and in a manner that complies with all applicable federal, state, and local laws and regulations; and clean up and any possible fines and/or penalties levied due to such spills or leaks shall be the responsibility of the Contractor, at no additional cost to the State.

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Immediately upon discovery, the Contractor shall report all such spills or leaks, regardless of their quantity, to the State Contract Manager/Facility Designee. A written follow-up report shall be submitted to the State Contract Manager/Facility Designee no later than 24 hours after the initial telephone report. The written report shall be in narrative form and as a minimum include the following:

- § Description of item spilled (including identity, quantity, manifest number, etc.).
- § Whether amount spilled is EPA/State reportable, and if so whether it was reported.
- § Exact time and location of spill, including a description of the area involved.
- § Containment procedures initiated.
- § Summary of any communications the Contractor has with press or government officials other than the State Contract Manager/Facility Designee.

Description of clean-up procedures employed or to be employed at the site; including disposal location of spill residue.

g. Safety

The Contractor must perform all operations in a prudent, conscientious, safe and professional manner. At a minimum, the Contractor's personnel and equipment shall comply with all applicable federal, state, local and installations laws, safety regulations and procedures, including but not limited to, the Health and Safety Code, Titles 8 and 22, California Code of Regulations. The Contractor shall ensure that its employees, subcontractors and agents, perform in a safe manner. The Contractor shall ensure that all personnel involved in handling and packaging of the hazardous waste be trained, at a minimum, for the level of expertise required for the proper performance of the task and in particular, in the areas of chemical incompatibility, general first aid procedures and spills. **Handling and personal protective equipment shall be provided by the Contractor** and must be appropriate, ensuring the safe handling of the hazardous waste. The Contractor agrees that his personnel and equipment are subject to safety inspection by state personnel while on state property.

h. Permits

The Contractor is required to hold a current EPA Identification Number, a current State of California Hazardous Waste Transporter's Registration, and a current Motor Carrier Permit. The Contractor shall, without additional expense to the State, be responsible for obtaining any necessary licenses and permits for compliance with any applicable federal, state, and local laws, codes, regulations and ordinances in connection with the performance of the work.

Any treatment or disposal as defined in Chapter 10, Division 4.5, Title 22, California Code of Regulations of all items shall be accomplished at a disposal facility permitted to handle these items. It is the Contractor's responsibility to obtain all necessary documentation to prove that treatment or disposal of all items has occurred.

i. Department of Transportation Requirements

The Contractor will comply with and ensure that all employees, subcontractors and agents comply with all requirements of the Department of Transportation (DOT) regulations regarding waste transportation under this contract. Information regarding complete compliance with these regulations shall be carried on transport vehicles and maintained at facilities where wastes are received, stored, or handled during transportation.

The Contractor and subcontractor shall comply with the California Vehicle Code, California Highway Patrol (CHP), Title 13, California Code of Regulations; the California Fire Marshal

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regulations, Title 19, California Code of Regulations; and United States Department of Transportation regulations (49 CFR). The Contractor and subcontractor shall comply with the California Health and Safety Code and Title 22, California Code of Regulations administered by the California Department of Toxic Substance Control and any other laws and regulations affecting the work under this contract.

j. Contractor's Responsibilities

The Contractor shall obtain and prepare all shipping documentation and hazardous waste manifest(s) in accordance with all applicable federal and state laws and regulations, including but not limited to Title 49, Code of Federal Regulations and Title 22, California Code of Regulations. The Contractor shall provide the State Contract Manager/Facility Designee or an authorized representative with a completed copy of the shipping documentation and hazardous waste manifest(s) for review prior to transport or removal.

As required by federal and state law, all originals of manifests indicating the final treatment or disposal, including destruction or recycling, signed by a responsible treatment/disposal facility official shall be sent within 30 days by the treatment/disposal facility official to the State Contract Manager/Facility Designee or his/her authorized representative.

The Contractor shall supply on the manifest an emergency response telephone number which is monitored 24 hours a day in order to provide immediate, detailed emergency response information to personnel reacting to emergencies. Technical material names will be included in the description of materials reflected on shipping papers and manifests by "Not Otherwise Specified" descriptions appropriate to DOT shipping descriptions, hazard classes, identification numbers, and packing groups.

All items transported by the Contractor shall be done in such a manner that all labeling, packaging, containerizing, marking, and loading requirements are met as required by applicable federal, state, and local laws and regulations. The Contractor is responsible for loading, including furnishing all the equipment necessary for loading.

k. Subcontracting

Contractor shall be responsible for all work performed under the contract. All persons engaged in the work will be considered employees of the Contractor. The Contractor shall give his/her personal attention to the fulfillment of the contract and shall keep the work under his/her control. When any subcontractor fails to execute a portion of the work in a manner satisfactory to the State, the Contractor shall immediately remove such subcontractor upon written request of the State and the subcontractor shall not be employed for any other portion of the contract. The State will not entertain requests to arbitrate disputes among subcontractors concerning responsibility for performing any part of the work.

Contractor shall provide to the State Contract Manager/Facility Designee prior to commencement of this contract and thereafter annually a list of subcontractors and their respective valid licenses, permits, etc. The list will identify the name of the subcontractors, service to be performed and the service area. Any and all changes in sub-contractual relationship during the term of this contract must be submitted to the State in writing within 10 working days of said change.

l. Health and Safety Program

Contractor shall provide a safe and healthful work environment as required by, California Labor Code, Section 6400 through 6410. Contractor must maintain a Health and Safety Program, in accordance with Title 8, California Code of Regulations, Section 3202. The program may be reviewed periodically by the State.

m. Contingency Plan and Emergency Procedures

Contractor must maintain a Contingency Plan and Emergency Procedures for storage of hazardous waste per Title 22, California Code of Regulations, Section 66265.52 and the accumulation of hazardous waste pursuant to California Health and Safety Code, Section 25123.3 and Title 22, California Code of Regulations, Sections 66262.34 and 66262.35. The State reserves the right to request a periodic review the Contingency Plan and Emergency Procedures.

n. Field Office

Contractor shall maintain a field office, hereinafter referred to as "office", in the appointed region, adequately staffed and equipped to serve as the headquarters of the Contractor for the term of the contract. For purposes of this contract, a field office may be considered a subcontractor working with the prime Contractor under an agreement to meet the requirements of this contract. Minimum office requirements are as follows:

- § Personnel as required to complete the work under this contract
- § Sufficient equipment for transportation of personnel, protective equipment, and materials to categorize hazardous materials and enough yard space to store hazardous waste.
- § Adequate communications to maintain 24-hour call service; and

Access to a permitted storage facility for the accumulation of hazardous waste pursuant to California Health and Safety Code, Section 25123.3 and Title 22, California Code of Regulations, Sections 66262.34 and 66262.35.

Sample Standard Agreement

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 GAME CONTRACTOR'S NAME														
2. The term of this Agreement is: The effective date of this contract is either the start date or the approval date by the Department of (General Services or Fish and Game) , whichever is later. No work shall commence until the effective date. Start Date through End Date														
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-collapse: collapse;"> <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 – DFG 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> 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			Exhibit A – Scope of Work	___ Page(s)	Exhibit B – Budget Detail and Payment Provisions	___ Page(s)	*Exhibit C – General Terms and Conditions	GTC 610	Exhibit D – DFG Additional Provisions	6 Pages	Exhibit E – Federal Provisions	3 Pages	Exhibit I – Travel Reimbursement Information	2 Pages
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*Exhibit C – General Terms and Conditions	GTC 610													
Exhibit D – DFG Additional Provisions	6 Pages													
Exhibit E – Federal Provisions	3 Pages													
Exhibit I – Travel Reimbursement Information	2 Pages													
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.)		California Department of General Services Use Only ☐ Exempt per:												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; padding: 2px 5px;">BY (Authorized Signature)</td> <td style="width: 50%; border-bottom: 1px solid black; padding: 2px 5px;">DATE SIGNED (Do not type)</td> </tr> <tr> <td style="text-align: center; padding: 5px 5px 0 5px;">?</td> <td></td> </tr> </table>			BY (Authorized Signature)	DATE SIGNED (Do not type)	?									
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 GAME														
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; padding: 2px 5px;">BY (Authorized Signature)</td> <td style="width: 50%; border-bottom: 1px solid black; padding: 2px 5px;">DATE SIGNED (Do not type)</td> </tr> <tr> <td style="text-align: center; padding: 5px 5px 0 5px;">?</td> <td></td> </tr> </table>		BY (Authorized Signature)	DATE SIGNED (Do not type)	?										
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														

**EXHIBIT A – SCOPE OF WORK
(DFG 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 Game (DFG), (insert type of service) as described herein:
2. The services shall be performed at (insert location where services are to be performed)
3. The services shall be provided (insert the days and hours when the services are to be performed)
4. The Project Officials during the term of this Agreement will be:

DFG Contract Manager

Name:
Phone:
Fax:
Email:

Contractor Project Director

Name:
Phone:
Fax:
Email:

Direct all inquiries to:

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

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

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

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

5. SCOPE OF WORKBackground and ObjectivesWork to be PerformedSchedule of Completion Dates**Activity****Date**Reports

**EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS
(DFG 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 Game's Accounting Claims Section by the Contract Manager. Payment of any invoice will be made only after receipt of a complete, supported, documented and accurately addressed invoice. Failure to use the address exactly as provided above may result in the return of the invoice to the Contractor. All invoices must be approved by the Contract Manager.

<Remove Withholding Language if not Applicable>

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

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

Contractor's Name
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7. An itemized account of the services for which the Department of Fish and Game is being billed. Include all of the following:
- a. The time period covered by the invoice, i.e., the term “from” and “to”;
 - b. A description of the services performed;
 - c. **(Select one (1) language option below. Delete the two (2) that do not apply. Move appropriate language to replace these instructions)**

Option 1:

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

Option 2:

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

Option 3:

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

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

2. CONTRACT WRITTEN PRIOR TO APPROVAL OF THE BUDGET ACT

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

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

Contractor's Name
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- 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
(DFG EXB 11/10)**

Contractor's Name
Agreement No.: PXXXXXXX
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LINE ITEM BUDGET

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

**EXHIBIT C – GENERAL TERMS AND CONDITIONS
(DFG 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 GAME

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

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

2. **RIGHTS IN DATA** ~ The Contractor agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Agreement, are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the State reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

3. **RIGHT TO TERMINATE** ~ The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

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

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

4. **SETTLEMENT OF DISPUTES** ~ Unless otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which cannot be resolved informally, shall be decided by the following two (2) step procedure:

- a. The Contractor must provide written notice of the particulars of such disputes to the DFG Contract Manager or appointed representative. The DFG Contract Manager must respond, in writing, within ten (10) working days of receipt of the written notice of dispute. Should the Contractor disagree with the DFG Contract Manager's decision, the Contractor may appeal to the second level. Pending the decision on appeal the Contractor shall proceed diligently with the performance of this Agreement in accordance with the DFG Contract Manager's decision.
- b. The second level appeal must indicate why the DFG Contract Manager's decision is unacceptable, attaching it to the Contractor's original statement of the dispute with supporting documents, and a copy of the DFG Contract Manager's response. This letter of appeal shall be sent to the Department of Fish and Game, Deputy Director, or duly appointed representative. The second level appeal must be filed within fifteen (15) working days upon receipt of the DFG Contract Manager's decision. Failure to submit an appeal within the period specified shall constitute a waiver of all such rights to an adjustment of this Agreement. The Deputy Director, or designee, shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director or designee, shall be returned to the Contractor within fifteen (15) working days of the receipt of the appeal. The decision of the Deputy Director, or designee, will be final.

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

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

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

Before property purchases made by the Contractor are reimbursed by the State, the Contractor shall submit paid vendor receipts identifying the Agreement number, purchase price, description of the item, serial number, model number, and location, including street address where property will be used during the term of this Agreement. Said paid receipts shall be attached to Contractors' invoices. The Contractor shall keep adequate and appropriate records of all property purchased with Agreement funds and at the time of purchase, prepare a Property Purchased with State Funds report and submit one (1) copy to the DFG Contract Manager, and one (1) copy to the Property Officer; one (1) copy must be retained by the Contractor.

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

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

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

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

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

7. INCOME RESTRICTIONS ~ The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to the State, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by the State under this Agreement.

8. **CONFIDENTIALITY OF DATA** ~ The Contractor shall protect from disclosure all information made available by the DFG. The Contractor shall not be required to keep confidential any data or information which is publicly available, independently developed by the Contractor, or lawfully obtained from third parties. Written consent of the DFG must be obtained prior to disclosing information under this Agreement.
9. **DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION REQUIREMENTS** ~ The Contractor agrees to use DVBE subcontractors or suppliers originally identified by the Contractor, unless the Contractor requests substitution, in writing beforehand to the DFG Contract Manager and the DFG Contract Manager has approved such substitution. At a minimum, the request must include:
- a. A written explanation of the reason for the substitution; and
 - b. The identity of the person or firm substituted.

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

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

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

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

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

12. **POTENTIAL SUBCONTRACTOR(S)** ~ Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractor(s) and no subcontract shall relieve the primary Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractor(s) and of persons directly employed or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractor(s) is an independent obligation from the State's obligation to make payments to the primary Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

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

a. General Provisions Applying to All Policies

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

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

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

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

b. Insurance Requirements

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

The policy must be endorsed.

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

The policy must be endorsed.

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

The policy must be endorsed.

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

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

The policy must be endorsed.

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

The policy must be endorsed.

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

The policy must be endorsed.

- 7) Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State.

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

16. **COMPUTER SOFTWARE (IT SERVICES)** ~ The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
17. **INSPECTION** ~ The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made by the State of the premises of the Contractor or a subcontractor, the Contractor shall provide and shall require their subcontractor(s) to provide all reasonable facilities and assistance for the safety and convenience of the State representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.
18. **FORCE MAJEURE** ~ Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by 'Force Majeure'. As used in this section, 'Force Majeure' is defined as follows: Acts of war, acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.
19. **FORCED, CONVICT AND INDENTURED LABOR** ~ No foreign-made equipment, materials, or supplies furnished to the State pursuant to this Agreement may be produced in whole or in part by forced labor, convict labor, or indentured labor. By submitting a bid to the State or accepting a purchase order, the Contractor agrees to comply with this provision of the Agreement. This requirement does not apply to public works (construction) Agreements.

20. CONTRACT STAFF REQUIREMENTS ~ The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with the California State Department of Fish and Game or any other governmental entity.

21. EVALUATION OF CONTRACTOR (CONSULTANT AGREEMENTS ONLY) ~ Performance of the Contractor, under this Agreement, will be evaluated. The evaluation shall be prepared on a Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file.

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

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

- v Agree to adhere to legal costs and billing guidelines designated by the State;
- v Adhere to litigation plans designated by the State;
- v Adhere to case phasing of activities designated by the State;
- v Submit and adhere to legal budgets as designated by the State;
- v Maintain legal malpractice insurance in an amount not less than the amount designated by the State;
- v 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
- v Submit to a legal cost and utilization review, as determined by the State.

DEPARTMENT OF FISH AND GAME		EXHIBIT	E
FEDERAL PROVISIONS (FEDERAL FUNDS)			
1.	UTILIZATION OF SMALL, MINORITY AND WOMEN’S BUSINESSES: The Contractor agrees that affirmative steps will be taken to assure that qualified small, minority and women-owned businesses are used when possible as sources of supplies, construction, and services in the performance of grant-assisted Agreements and subcontracts. Affirmative steps taken shall include the following:		
	a.	Include qualified small, minority and women-owned businesses on solicitation lists;	
	b.	Assuring that small, minority and women-owned businesses are solicited whenever they are potential sources;	
	c.	Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of small, minority and women-owned businesses;	
	d.	Establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women-owned businesses;	
	e.	Using the services and assistance of the Small Business Administration, the Minority business Development Agency of the U.S. Department of Commerce, and the State Office of Small Business and Disabled Veteran Business Enterprise Certification; and	
	f.	If the Contractor awards subcontracts, requiring the subcontractor to take the affirmative steps in paragraphs A through E of this section.	
2.	DISCLOSURE REQUIREMENTS: Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through Agreement with the State. The disclosure statement shall include the Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.		
3.	PRIVITY: This Agreement is funded in whole or in part by a grant from the Federal Government. Neither the United States nor any of its departments, agencies, or employees are, or will be, a part to this Agreement or any lower tier subcontract or to any solicitation or request for proposal.		
4.	COMPLIANCE WITH FEDERAL REGULATIONS: The Contractor understands that the State is obligated, in accordance with its assistance Agreement with the Federal Government, to comply with the provisions of federal regulations contained in Title 48 Code of Federal Regulations (CFR) Part 31 and any conditions in the grant Agreement and any amendments thereto. In order to ensure that the State can meet these obligations, the Contractor warrants, represents, and agrees that it and its subcontractors, employees, and representatives will comply with: 1) all applicable provisions of Title 48 CFR Part 31; and 2) all general and special conditions contained in the Agreement.		
5.	COPYRIGHTS: The Contractor agrees to and does hereby grant to the Federal Government, a royalty-free nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes:		
	a.	The copyright in any work developed under this Agreement; and	
	b.	Any rights of copyright which the Contractor purchases, in whole or in part, with funds provided by this Agreement.	
6.	STANDARDS FOR FINANCIAL MANAGEMENT SYSTEM: The Contractor and all subcontractors shall maintain fiscal control and accounting procedures which are sufficient to:		
	a.	Permit preparation of reports required by Title 48 CFR Part 31 (including those required by Title 48 CFR part 31.40 and 31.41) and statutes authorizing the grant.	
	b.	Permit tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable statutes. A requirement to this effect shall be placed in all subcontracts related to performance of work under this Agreement.	

7.	APPLICABLE COST PRINCIPLES: The cost principles for this Agreement are applicable as set forth below (Office of Management and Budget (OMB):
	Ø OMB Circular 21 – Education Institutions; or
	Ø OMB Circular A-87 – State, Local or Indian Tribe Governments; or
	Ø OMB Circular A-122 – Cost Principals for Non-Profit Organizations; or
	Ø OMB Circular A-133 – Audits of States, Local Governments and Non-Profit Organizations; or
	Ø Title 48 CFR Part 31 – For-Profit Organizations
	Funds provided under this Agreement shall not be used for payment of salaries to individual consultants retained by the Contractor or any subcontractors in excess of the rate for Level 4, of the Federal Executive Schedule. The limit expressed herein does not include transportation and subsistence costs for necessary travel for work required under this Agreement.
8.	CONTINGENT FUNDING: It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the US Government for the fiscal year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress of any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner. It is mutually agreed that if the Congress does not appropriate sufficient funds for the Agreement, the State has the option to terminate the Agreement under the termination clause or to amend the Agreement to reflect any reduction of funds. The DFG has the option to invalidate the contract under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.
9.	ENVIRONMENTAL QUALITY (FOR AGREEMENTS IN EXCESS OF \$100,000): The Contractor and subcontractors shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, Title 42 U.S.C. 1857(h), Section 508 of the Clean Air Act, Title 33 U.S.C. 1368 Executive Order 11738 and, Title 40 CFR part 15. The Contractor shall comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Conservation Act (Publ. L. 94-163).
10.	RECYCLED PAPER: The Contractor agrees to use recycled paper for all reports which are prepared as a part of this Agreement and delivered to the State. This requirement does not apply to reports which are prepared on form supplied by the Federal Government. This requirement applies even when the cost of recycled paper is higher than that of virgin paper.
11.	SINGLE AUDIT ACT: To the extent applicable, the Contractor shall be subject to and shall comply with the provisions and requirements of the Single Audit Act of 1984 (Pub. L 98-502) and implementing policies, procedures and guidelines, including applicable circulars issued by the Federal OMB.
12.	FEDERAL ASSURANCES: It is further agreed that by signing this Agreement, the contractor is subject to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the DFG on the basis of race, color, national origin, age, sex (in education activities) or disability.

13.	USE OF SUBCONTRACTORS: If the Contractor desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:
a.	The Contractor shall submit any subcontracts to the State for approval prior to the execution of this Agreement;
b.	The Agreement between the primary Contractor and the subcontractor must be in writing;
c.	The subcontractor must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under this Agreement; and
d.	Upon termination of any subcontract, the State shall be notified immediately in writing, by the primary Contractor. Further, any subcontract entered into as a result of this Agreement shall contain all applicable provisions stipulated in this Agreement.
14.	COMPLIANCE WITH FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT 2006 (FFATA): As a recipient of a federal contract, grant or other federal funds, the State is required under the Federal Funding Accountability and Transparency Act of 2006 (FFATA) to report certain information about the State's contractors, grantees and sub-recipients of that federal funding. The Contractor, as a sub-recipient of federal funds, agrees to provide the State with data required under the FFATA unless exempted under that act. Contractor shall complete a Contractor's FFATA Certification form (State form) and submit it as instructed, on or before execution of the agreement. If not exempt the Contractor shall create a registration, or update its data if already registered, on the federal Contractors Central Registry (CCR) at www.ccr.gov . A DUNS number is required for the CCR registration and must be included on the FFATA Certification form. Contractor agrees to update its CCR registration and notify the State if there is a material change to its CCR data or its exemption status changes.

Department of Fish and Game

EXHIBIT I

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

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms "contract" and/or "subcontract" have the same meaning as "grantee" and/or "subgrantee" where applicable.
 - a. Reimbursement for travel and/or per diem shall be at the rates established for nonrepresented/excluded state employees. Exceptions to Department of Personnel Administration (DPA) lodging rates may be approved by the Department of Fish and Game (DFG) upon the receipt of a statement on/with an invoice indicating that State employee travel rates are not available.
 - b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract or subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of assignments. Headquarters may be individually established for each traveler and approved verbally or in writing by the program funding the agreement. Verbal approval shall be followed up in writing or email.
 - c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on Page 2 of this document to determine the reimbursement allowance. All lodging reimbursement claims must be supported by a receipt*. If a contractor does not or cannot present receipts, lodging expenses will not be reimbursed.

(1) Lodging (with receipts*):

Travel Location / Area	<u>Reimbursement Rate</u>
Statewide (excluding the counties identified below)	\$ 84.00 plus tax
Counties of Los Angeles and San Diego	\$110.00 plus tax
Counties of Alameda, San Francisco, San Mateo, and Santa Clara	\$140.00 plus tax

Reimbursement for actual lodging expenses that exceed the above amounts may be allowed with the advance approval of the Deputy Director of the Department of Fish and Game (DFG) or his or her designee. Receipts are required.

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

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

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 DFG Deputy Director. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and incidental expenses for each 24-hour period computed at the rates listed in 1.c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior DFG written approval.
- e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on Page 2 of this document.
- f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.

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

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

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 DFG Contract Manager to obtain specific invoicing procedures.

Per Diem Reimbursement Guide

Length of travel period	And this condition exists...	Meal allowed with receipt
Less than 24 hours	4 Trip begins at or before 6:00 a.m. and ends at or after 9:00 a.m.	Breakfast
	4 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.	Dinner
	<i>Lunch or incidentals cannot be claimed on one-day trips.</i>	
24 hours or more	4 Trip begins at or before 6:00 a.m.....	Breakfast
	4 Trip begins at or before 11:00 a.m.....	Lunch
	4 Trip begins at or before 5:00 p.m.....	dinner
More than 24 hours	4 Trip ends at or after 8:00 a.m.	Breakfast
	4 Trip ends at or after 2:00 p.m.	Lunch
	4 Trip ends at or after 7:00 p.m.	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.		

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ATTACHMENT 4 - BID COST SHEET

Solvent Waste Description	Storage size	Disposal size	Disposal Cost/Gal. of Waste ¹		Est. Quant. Gen./Year		Disposal Cost/Year	Disposal Method
Halogenated Solvent (dichloromethane/flammable mix)	1 gal	55 gal	4	x	385 gal	=	1540	Incineration/CI recycling
¹ Cost is per gallon of waste solvent and includes all labor and supplies costs for lab pack or bulk transfer from 1 gal. bottle to 55 gal. drum.								
Waste Description	Storage size	Disposal size	Disposal Cost/Gal. of Waste		Est. Quantity Gen./Year		Disposal Cost/Year	Disposal Method
Water, Acetonitrile, methanol HPLC waste.	5 gal liquid container	5 gal	13	x	15 gal	=	195	Incineration
Ethanol waste (95%)	5 gal liquid container	5 gal	5	x	10 gal	=	50	Fuel blend/Incineration
Sodium sulfate/Florasil (Magnesium silicate)	5 gal pail	5 gal	11	x	70 gal	=	770	Recycling/treatment
Vacuum pump oil	In secondary 5 gal pail	5 gal	15	x	15 gal	=	225	Recycling
2 mL glass vials with methylene chloride/isooctane/methanol/hexane/pentane	In secondary 5 gal pail	5 gal	15	x	20 gal	=	300	Incineration
Pesticide standards (ppb to ppm range) in 10 mL tubes, 1 oz, 2 oz bottles).	In secondary 5 gal pail	5 gal	17	x	50 gal	=	850	Incineration
Pesticide contaminated soil	In secondary 5 gal pail	5 gal	10	x	5 gal	=	50	Incineration
PCB contaminated soil	In secondary 5 gal pail	5 gal	5	x	5 gal	=	25	Incineration
PCB contaminated liquid (> 50 mg/L)	In secondary 5 gal pail	5 gal	10	x	5 gal	=	50	Incineration
Diesel fuel on absorbent pad.	In secondary 5 gal pail	5 gal	1	x	5 gal	=	5	Incineration
Oil contaminated soil, fibre	In secondary 5 gal pail	5 gal	10	x	40 gal	=	400	Incineration

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Waste Description	Storage size	Disposal size	Disposal Cost/Gal. of Waste		Est. Quant. Gen./Year		Disposal Cost/Year	Disposal Method
Oil contaminated water	In secondary 5 gal pail	5 gal	1	x	40 gal	=	40	Incineration
Potassium permanganate solution (< 5%).	5 gal liquid container	5 gal	10	x	10 gal	=	100	Landfill
Formaldehyde solution (< 25%)	5 gal liquid container	5 gal	12	x	5 gal	=	60	Incineration
Mercuric sulfate (10 to 100 ppm range), dilute sulfuric acid solution (pH < 2).	5 gal liquid container	5 gal	13	x	50 gal	=	650	Recycling
Antimony potassium tartrate, ammonium molybdate, sulfuric acid solution (pH < 2).	5 gal liquid container	5 gal	13	x	40 gal	=	520	Treatment
Phenol solution (< 10%).	5 gal liquid container	5 gal	14	x	15 gal	=	210	Incineration
Magnesium nitrate solution (~50%).	In secondary 5 gal pail	5 gal	40	x	10 gal	=	400	Treatment
Ammonium chloride, potassium sodium tartrate, sodium hydroxide solution, (pH > 12).	In secondary 5 gal pail	5 gal	13	x	10 gal	=	130	Treatment
Trace metals in 10 % nitric acid.	In secondary 5 gal pail	5 gal	13	x	5 gal	=	65	Treatment
Dilute sulfuric acid/hydrochloric acid solution, < 10%	5 gal liquid container	5 gal	13	x	60 gal	=	780	Treatment
Dilute hydrochloric acid solution, < 10%	5 gal liquid container	5 gal	13	x	50 gal	=	650	Treatment
Dilute sulfuric acid solution, < 10%	5 gal liquid container	5 gal	13	x	60 gal	=	780	Treatment
Dilute nitric acid solution, < 10%	5 gal liquid container	5 gal	13	x	20 gal	=	260	Treatment
* Other unexpected non-contract waste - disposal at discounted market rate.								
					TOTAL PER YEAR	=	9105	
** All 5 gal. containers used by WPCL are UN approved for shipping hazardous waste.								
					TOTAL BID AMOUNT (TOTAL PER YEAR X 2 YEARS)		18210	

Revised 11/09

Question and Answers for Bid #P1275010 - Hazardous Waste Removal

OVERALL BID QUESTIONS

Question 1

Can you provide the bid proposal price sheet for the last contract?

Who is the current contractor? **(Submitted: Feb 15, 2012 2:03:44 PM PST)**

Answer

- Are you asking for the blank cost sheet for the last Invitation for Bid? Please clarify.

The current Contractor is Industrial Waste Utilization, Inc. **(Answered: Feb 16, 2012 3:21:54 PM PST)**

Question 2

In response to question 1 answer.

We are requesting the Bid Cost Sheet, Attachment 4, for the current contractor (Industrial Waste Utilization, Inc.)

(Submitted: Feb 17, 2012 9:17:01 AM PST)

Answer

- Attachment 4 - Bid Cost Sheet for the current Contractor (Industrial waste Utilization) from the previous IFB P1075012 has been uploaded. The document can be found under addendum 1. **(Answered: Feb 21, 2012 9:46:14 AM PST)**

Question 3

What is the total estimated cost of the current contract? **(Submitted: Feb 17, 2012 9:20:37 AM PST)**

Answer

- The current contract is \$18,210.00. **(Answered: Feb 21, 2012 9:24:37 AM PST)**

Question Deadline: Mar 27, 2012 4:00:00 PM PDT