

DEPARTMENT OF FORESTRY AND FIRE PROTECTION



P.O. Box 944246  
SACRAMENTO, CA 94244-2460  
(916) 653-7772  
Website: [www.fire.ca.gov](http://www.fire.ca.gov)



**Invitation for Bid  
Notice to Prospective Bidders**

January 8, 2021

You are invited to review and respond to this Invitation for Bid (IFB), entitled IFB #1CA04573 Hazardous Waste Oil Removal Services at four (4) locations within the Humboldt-Del Norte Unit (HUU). 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 <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of Department of Forestry and Fire Protection (CAL FIRE), this IFB 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:

Courtney Watts-Cole  
Department of Forestry and Fire Protection  
P.O. Box 944246  
Sacramento, CA 94244-2460  
916-894-9829  
[Courtney.watts-cole@fire.ca.gov](mailto:Courtney.watts-cole@fire.ca.gov)

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

Courtney Watts-Cole  
Acquisitions Analyst

CONSERVATION IS WISE-KEEP CALIFORNIA GREEN AND GOLDEN

PLEASE REMEMBER TO CONSERVE ENERGY. FOR TIPS AND INFORMATION, VISIT "FLEX YOUR POWER" AT [WWW.CA.GOV](http://WWW.CA.GOV)

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**A) Description of Services**

1. The Department of Forestry and Fire Protection (CAL FIRE) is in need of Hazardous Waste Oil Removal services at four (4) different locations within the HUU.
  - HUU HQ Mobile Equipment, 118 N. Fortuna Blvd., Fortuna, CA 95540
  - Alder Conservation Camp, 1400 Alder Camp Rd., Klamath, CA 95548
  - Eel River Conservation Camp, 850 Eel River Camp Dr., Redway, CA 95560
  - High Rock Conservation Camp, 23322 Avenue of the Giants, Weott, CA 95571
2. Contractor shall provide all materials, labor, equipment, tools, permits, taxes, fees, and documentation necessary for the removal, and disposal of waste items at the listed facilities. Service is required for the removal of waste material stores in tanks and 55-gallon drums.

**B) Bidder Minimum Qualifications**

1. The Prime Bidder must be either an individual or firm currently licensed to do business in California and provide proof of such as required in Attachment 1, Required Attachment Checklist (page 9).
2. The Prime Bidder must have a business license or incorporation papers for their respective State showing that their company is in good standing in that state, if the Prime Bidder's base of operation is located outside the State of California and provide proof of such as required in Attachment 1, Required Attachment Checklist.
3. **(If applicable)** Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to [...] a state agency with respect to any contract in the amount of \$100,000 shall complete the *California Civil Rights Laws Attachment*; the link to this form can be found on page 20.
4. The Prime Bidder must be currently registered to transport hazardous waste in California from the California Department of Toxic Substances Control and provide proof of their Hazardous Waste Transporter registration as required in Attachment 1, Required Attachment Checklist (page 9).

**C) Bid Requirements and Information**

**1. Key Action Dates**

It is recognized that time is of the essence. All bidders are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

<u>Event</u>	<u>Date</u>	<u>Time</u>
IFB available to prospective bidders	01/08/2021	
Questions	01/13/2021	2:00 p.m.
Answers	01/15/2021	
Final Date for Bid Submission	01/25/2021	2:00 p.m.
Bid Opening	01/25/2021	2:00 p.m.
Notice of Intent to Award	01/27/2021	
Proposed Award Date	02/03/2021	
Anticipated Contract Start Date	02/03/2021	

**2. Written Question and Answer Period**

Potential Bidders may submit written questions regarding the bid by 2:00 p.m. on January 13, 2021. All questions should be emailed in writing to [Courtney.watts-cole@fire.ca.gov](mailto:Courtney.watts-cole@fire.ca.gov) and CAL FIRE will provide answers to questions by written response on November 18, 2020. NO QUESTIONS will be entertained after January 15, 2021.

**3. Submission of Bid**

- A.** All bids must be submitted under **sealed** cover and sent to CAL FIRE by dates and times shown in Section C, Bid Requirements and Information, Item 1) Key Action Dates, (page 3). 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:

<p>Your Firm Name Your Street Address/PO Box # Your City, State and Zip Code</p> <p style="text-align: center;">DO NOT OPEN</p>	<p>IFB #1CA04573 Hazardous Waste Oil Removal Services Attention: Courtney Watts-Cole Department of Forestry and Fire Protection P.O. Box 944246 Sacramento, CA 94244-2460</p>
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Bids not submitted under sealed cover may be rejected. A minimum of two (2) copies of the bid must be submitted.

Mail or deliver bids to the following address:

U.S. Postal Service Deliveries

Department of Forestry and Fire Protection  
Business Services, Contract Office  
P.O. Box 944246  
Sacramento, CA 94244

Hand Deliveries

(UPS, Express Mail, Federal Express)

Department of Forestry and Fire Protection  
Business Services, Contract Office  
710 Riverpoint Court  
West Sacramento, CA 95605

- B.** All bids shall include the documents identified in Attachment 1, Required Attachment Checklist (page 9). Bids with incomplete documents or 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.** 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.
- E.** 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 immaterial deviation shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.

- F. Costs 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.
- G. An individual who is authorized to bind the bidder contractually shall sign Attachment 2, Bid/Bidder Certification Sheet (page 10). The signature should indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.
- H. A bidder may modify a bid after its submission by withdrawing its 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.
- I. A bidder may withdraw its 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.
- J. The awarding agency 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.
- K. The awarding agency reserves the right to reject all bids. The agency is not required to award an agreement.
- L. Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the IFB requirements.
- M. 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.
- N. 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 (GTC) are not negotiable. The GTC may be viewed at Internet site:  
<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.
- O. No oral understanding or agreement shall be binding on either party.
- P. Bidder must complete and submit to the awarding agency Attachment 7 (page 21), Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf> under the heading STANDARD FORMS; select "Forms Search", and enter the form number "204". No payment shall be made unless a completed STD 204 has been returned to the awarding agency.
- Q. Bidder must sign and submit to the awarding agency, page one (1) of Attachment 8 (page 22), Contractor Certification Clauses (CCC), which can be found on the Internet at:  
<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/CCC-042017.pdf?la=en&hash=4DE3E4DC414511AE378794200BA43EBF91C758EE>.

#### **4. 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 State 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.
- D. In the event of a tie score, the award will be determined by a coin toss. The coin toss will be held in the State Agency's headquarters area office. This is a public event, which the bidders will be invited to attend. The selection of the Contractor will be at the sole discretion of the State.

#### **5. Award and Protest**

- A. 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.
- B. Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the agreement.
- C. If any bidder, prior to the award of agreement, files a protest with the Department of General Services, Office of Legal Services, 707 Third Street, 7<sup>th</sup> Floor, Suite 7-330, West Sacramento, CA 95605 and CAL FIRE, on the grounds that the (protesting) bidder is the lowest responsive responsible bidder, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.
- D. Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of General Services and the awarding agency a detailed written statement specifying the grounds for the protest. The written protest must be sent to the Department of General Services, Office of Legal Services, 707 Third Street, 7<sup>th</sup> Floor, Suite 7-330, West Sacramento, California 95605. A copy of the detailed written statement should be mailed to the awarding agency. It is suggested that you submit any protest by certified or registered mail.

#### **6. Disposition of Bids**

- 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, unless such expense is waived by the awarding agency.

#### **7. Agreement Execution and Performance**

- A. Performance shall start not later than the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's 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.

#### **D) Program Requirements and Incentives**

- 1. **The Disabled Veteran Business Enterprise (DVBE) Program requirement for this solicitation has been waived; however, the DVBE Incentive still applies.**

**2. DVBE Incentive**

In accordance with the MVC, Section 999.5(a), an incentive will be given to bidders who exceed the DVBE program requirement. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration GSPD-05-105 and confirmed by the State. The incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation.

The following incentive award will apply. Incentive points will be applied to the non-cost points section for evaluation purposes.

Confirmed DVBE Participation of:	DVBE Incentive
5% or Over	5%
4% to 4.99% Inclusive	4%
3% to 3.99% Inclusive	3%
2% to 2.99% Inclusive	2%
1% to 1.99% Inclusive	1%

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 lowest responsive, responsible bid is a California certified small business, the only bidders eligible for the incentive will be California certified small businesses.

An explanation of the DVBE Incentive can be found at the following website:

<https://www.dgs.ca.gov/OBAS/Resources/Page-Content/OBAS-Resources-List-Folder/DGS-SB-DVBE-First-Policy>.

**3. Commercially Useful Function**

Only State of California, Office of Small Business and DVBE Services certified DVBEs who perform a commercially useful function relevant to this solicitation, may be used to satisfy the DVBE program requirements. Bidders are to verify each DVBE subcontractor's certification with Office of Small Business and Disabled Veteran Business Enterprises Services (OSDS) to ensure DVBE eligibility.

Definition of Commercially Useful Function: 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.

The CAL FIRE Advocates listed herein can be contacted to provide assistance in identifying DBVE vendors that may perform a commercially useful function applicable to the scope of this solicitation.

#### 4. Declaration Forms

Complete Attachment 5, Bidder Declaration GSPD-05-105 and include it with the bid response. When completing the declaration, bidders must identify all subcontractors proposed for participation in the contract. Bidders awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract. **This form is located at <https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>.**

If applicable, bidders who have been certified by California as a DVBE (or who are bidding rental equipment and have obtained the participation of subcontractors certified by California as a DVBE) must also submit completed form(s) Attachment 7, STD. 843 (Disabled Veteran Business Enterprise Declaration). All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). **This form is located at [https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd/pd\\_843.pdf](https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd/pd_843.pdf).**

At the State's option prior to award, bidders may be required to submit additional written clarifying information. Failure to submit the requested written information as specified may be grounds for bid rejection.

#### 5. CAL FIRE Advocates

CAL FIRE Small Business and Disabled Veteran Business Enterprise Advocates are available to answer questions regarding the SB/DVBE Programs and Incentives and to help identify possible SB/DVBE vendors.

CAL FIRE ADVOCATES: [sbdvbe.advocate@fire.ca.gov](mailto:sbdvbe.advocate@fire.ca.gov)

#### E) Preference Programs

The following Preference Programs can be applied for qualifying bidders.

##### 1. Small Business Bid Preference

As an incentive, a non-small business prime contractor who uses certified small business subcontractors for at least 25% of its net bid price is eligible for a bid preference of five percent (5%) of the lowest responsible bid when competing against another non-small business. A prime contractor who is a small business is eligible for the five (5%) percent bid preference. For more information:

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>.

##### 2. Target Area Contract Preference Act (TACPA)

Promotes economic development and employment opportunities in designated distressed areas, by offering bidding preferences in specified state contracts. For more information:

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-a-Target-Area-Contract-Preference>.

#### F) Required Attachments

Refer to the following pages for additional Required Attachments that are a part of this solicitation.



**ATTACHMENT 1**  
Bidder's Company Name:

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**REQUIRED ATTACHMENT CHECK LIST**

A complete bid or bid package will consist 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 Checklist
_____ Attachment 2	Bid/Bidder Certification Sheet
_____ Attachment 3	Cost Sheet
_____ Attachment 4	Disabled Veteran Business Enterprise Declarations (STD 843) * <a href="https://www.documents.dgs.ca.gov/dgs/fmc/gsp/pd/pd_843.pdf">https://www.documents.dgs.ca.gov/dgs/fmc/gsp/pd/pd_843.pdf</a>
_____ Attachment 5	Bidder Declaration (GSPD-05-105) <a href="https://www.documents.dgs.ca.gov/dgs/fmc/gsp/pd/gspd05-105.pdf">https://www.documents.dgs.ca.gov/dgs/fmc/gsp/pd/gspd05-105.pdf</a>
_____ Attachment 6	DARFUR Contracting Act (CAL FIRE-720)
_____ Attachment 7	Payee Data Record (STD 204) <a href="http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf">http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf</a>
_____ Attachment 8	Contractor Certification Clauses (CCC 04/2017) <a href="https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/CCC-042017.pdf?la=en&amp;hash=4DE3E4DC414511AE378794200BA43EBF91C758EE">https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/CCC-042017.pdf?la=en&amp;hash=4DE3E4DC414511AE378794200BA43EBF91C758EE</a>
_____ Attachment 9	Target Area Contract Preference Act (TACPA) *
_____ Attachment 10	California Civil Rights Laws Attachment*
_____ Attachment 11	Proof of: <ol style="list-style-type: none"> <li>1. The Prime Bidder must be either an individual or firm currently licensed to do business in California.</li> <li>2. The Prime Bidder has a business license or incorporation papers for their respective State showing that their company is in good standing in that state, if the Prime Bidder's base of operation is located outside the State of California.</li> <li>3. <b>(If applicable)</b> Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to [...] a state agency with respect to any contract in the amount of \$100,000 shall complete the <i>California Civil Rights Laws Attachment</i>; the link to this form can be found on page 20.</li> <li>4. The Prime Bidder must be currently registered to transport hazardous waste in California from the California Department of Toxic Substances Control and provide proof of their Hazardous Waste Transporter registration.</li> </ol>

\*If applicable

**ATTACHMENT 2**

**BID/BIDDER CERTIFICATION SHEET**

This Bid/Bidder Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in duplicate with original signatures. The bid must be transmitted in a sealed envelope in accordance with IFB instructions.

**Do not return IFB Sections A through E, or the "Sample Agreement" at the end of this IFB.**

- A. Our all-inclusive bid is submitted as detailed in Attachment 3, 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		
E-mail Address:		
5. <input type="checkbox"/> Partnership		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship		
6. <input type="checkbox"/> Corporation		6a. <input type="checkbox"/> L.L.C. Limited Liability 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. <b>Signature</b>		13. Date
14. Are you certified with the Department of General Services, Office of Small Business and DVBE Certification as:		
a. California Small Business Enterprise		a. Disabled Veteran Business Enterprise
Yes <input type="checkbox"/> No <input type="checkbox"/>		Yes <input type="checkbox"/> No <input type="checkbox"/>
Yes <input type="checkbox"/> No <input type="checkbox"/>		
If yes, enter certification number:		If yes, enter certification number:
_____		_____
<p><b>NOTE:</b> A copy of your Certification is required to be included if either of the above items is checked "Yes".</p> <p>Date application was submitted to OSBCR, if an application is pending:</p>		

**Completion Instructions for Bid/Bidder Certification Sheet**

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

Item Numbers	Instructions
<b>1, 2, 2a, 3</b>	Must be completed. These items are self-explanatory.
<b>4</b>	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.
<b>5</b>	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.
<b>6, 6a</b>	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals. Or a Limited Liability Corporation.
<b>7</b>	Enter your federal employee tax identification number.
<b>8</b>	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.
<b>9</b>	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.
<b>10, 11, 12, 13</b>	Must be completed. These items are self-explanatory.
<b>14</b>	If certified as a California Small Business, place a check in the "Yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one (1) or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

**ATTACHMENT 3**

Bidder's Company Name:

\_\_\_\_\_

**COST SHEET**

Description of Service	Cost Per Service*	Frequency of Services	Annual Cost
Waste Oil (estimated 200 Gal)	\$	Six (6) Per Year	\$
Waste Anti-Freeze (estimated 50 Gal)	\$	Six (6) Per Year	\$
Crushed Oil Filters	\$	Two (2) Per Year	\$
<b>Sub-Total Annual Cost</b>			\$
<b>Four (4) Locations</b>			x 4
<b>Total Annual Cost for all Four (4) Locations</b>			\$
<b>Three (3) Year Term</b>			x 3
<b>TOTAL 3-YEAR TERM ALL-INCLUSIVE COST</b>			<b>\$</b>

\*All applicable costs must be included in the 'Annual Cost' for each requested service above (e.g. payment/bidder's bonds when applicable, licenses, taxes, fees, etc.

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Name / Title:	
Company Name:	
Company Address:	
Telephone Number:	
Fax Number:	
E-Mail Address:	

**Estimated quantities are not guaranteed and is not binding on the contracting agency.** The Total Costs indicated above will be used solely for computing the cost as a fair and equitable formula to determine the low bidder and is not binding on the contracting agency. However, the actual costs quoted above by the bidder shall be binding for the term of the Agreement. Small Business and Disabled Veteran Business Enterprise incentives will also be applied to determine the lowest bid. CAL FIRE reserves the right to correct and revise calculation errors made by the bidder.

**ATTACHMENT 4**  
**(if applicable)**

**DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS (STD 843)**

Bidders who are disabled veteran (DV) owner(s) and DV manager(s) of a Disabled Veteran Business Enterprise must complete Disabled Veteran Business Enterprise Declarations (STD 843) when a DVBE Contractor or subcontractor will provide materials, supplies, services or equipment and include it with the bid response.

The STD 843 Disabled Veteran Business Enterprise Declarations form can be found at:  
[https://www.documents.dgs.ca.gov/dgs/fmc/gsp/pd/pd\\_843.pdf](https://www.documents.dgs.ca.gov/dgs/fmc/gsp/pd/pd_843.pdf)

If you do not have internet access, please contact analyst at [Courtney.watts-cole@fire.ca.gov](mailto:Courtney.watts-cole@fire.ca.gov).

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**ATTACHMENT 5**

**BIDDER DECLARATION FORM (GSPD-05-105)**

All bidders' must complete the Bidder Declaration Form (GSPD-05-105) and include it with the bid response.

The Bidder Declaration Form can be found at:

<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

If you do not have internet access, please contact analyst at [Courtney.watts-cole@fire.ca.gov](mailto:Courtney.watts-cole@fire.ca.gov).

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**ATTACHMENT 6**

STATE OF CALIFORNIA  
 DEPARTMENT OF FORESTRY AND FIRE PROTECTION  
**DARFUR CONTRACTING ACT VENDOR CERTIFICATION**  
 CAL FIRE-720 (New 2/11) (Page 1 of 2)

**DARFUR CONTRACTING ACT VENDOR CERTIFICATION**

Pursuant to Public Contract Code Section 10478, if a bidder or proposer currently, or within the previous three (3) years, has had business activities or other operations outside of the United States, it must certify that it is not a **“scrutinized company”** as defined in Public Contract Code Section 10476 (**see attached definition**).

Therefore, to be eligible to submit a bid or proposal, please complete the company/vendor information and one of the three following clauses (**NOTE:** Clause #1 requires initials only; Clause #2 requires initials only; Clause #3 requires initials and a certification signature):

DATE	FEDERAL ID NUMBER
PRINTED COMPANY / VENDOR NAME	
PRINTED NAME <u>AND</u> TITLE OF AUTHORIZED PERSON INITIALING AN OPTION BELOW	

**Complete ONLY ONE of the following:**

1.     \_\_\_\_\_     We do not currently have, and have not had within the previous three (3) years, business  
       Initials     activities or other operations outside of the United States.  
       only

**OR**

2.     \_\_\_\_\_     We are a *scrutinized company* as defined in Public Contract Code Section 10476, but we  
       Initials     have received written permission from the Department of General Services (DGS) to submit  
       only         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.**

**OR**

3.     \_\_\_\_\_     We currently have, or we have had within the previous three (3) years, business activities  
       Initials     or other operations outside of the United States, but we certify below that we are not a  
       +             *scrutinized company* as defined in Public Contract Code Section 10476.  
       certification  
       below



**CERTIFICATION for #3**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in #3. This certification is made under the laws of the State of California.

BY (AUTHORIZED SIGNATURE)	
PRINTED NAME <u>AND</u> TITLE OF AUTHORIZED PERSON SIGNING	
DATE EXECUTED	EXECUTED IN THE COUNTY AND STATE OF

**ATTACHMENT 7**

**PAYEE DATA RECORD (STD 204)**

All bidders' must complete the Payee Data Record (STD 204) and include it with the bid response.

The Payee Data Record (STD 204) is available at the following website:

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

If you do not have internet access, please contact analyst at [Courtney.watts-cole@fire.ca.gov](mailto:Courtney.watts-cole@fire.ca.gov).

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**ATTACHMENT 8**

**CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)**

All bidders must complete the Contractor Certification Clauses form (CCC 04/2017) and include it with the bid response.

The Contractor Certification Clauses Form (CCC 04/2017) is available at the following website:

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/CCC-042017.pdf?la=en&hash=4DE3E4DC414511AE378794200BA43EBF91C758EE>

If you do not have internet access, please contact analyst at [Courtney.watts-cole@fire.ca.gov](mailto:Courtney.watts-cole@fire.ca.gov).

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**ATTACHMENT 9**  
**(if applicable)**

**TARGET AREA CONTRACT PREFERENCE ACT (TACPA)**

Bidder's must submit with the bid response proof that they qualify under the Target Area Contract Preference Act (TACPA) to claim these incentives.

For more information:

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-a-Target-Area-Contract-Preference>

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**ATTACHMENT 10**  
**(if applicable)**

**CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT**

All bidders must complete the California Civil Rights Laws Attachment and include it with the bid response.

The California Civil Rights Laws Attachment is available at the following website:  
<https://www.documents.dgs.ca.gov/dgs/FMC/DGS/OLS004.pdf>

If you do not have internet access, please contact analyst at [Courtney.watts-cole@fire.ca.gov](mailto:Courtney.watts-cole@fire.ca.gov).

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**ATTACHMENT 11**

**BIDDER MINIMUM QUALIFICATIONS PROOF**

All bidders must complete the Bidder Minimum Qualification documentation and include it with the bid response:

1. Proof that the Prime Bidder is an individual or firm currently licensed to do business in California.
2. Proof that the Bidder's business license or incorporation papers for their respective State showing that their company is in good standing in that state, if the Prime Bidder's base of operation is located outside the State of California.
3. **(If applicable)** Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to [...] a state agency with respect to any contract in the amount of \$100,000 shall complete the *California Civil Rights Laws Attachment*; the link to this form can be found on page 24.
4. Proof that the Prime Bidder is currently registered to transport hazardous waste in California from the California Department of Toxic Substances Control and provide their Hazardous Waste Transporter registration.

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**G. Sample Agreement**

The following 8 pages represent a sample of the agreement that will be awarded, if any, from this IFB. Please review it carefully and present any questions in writing to the contact person identified on the cover letter for this IFB.

# SAMPLE AGREEMENT

AGREEMENT NUMBER <b>1CA04573</b>
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:  



<small>STATE AGENCY'S NAME</small> Department of Forestry and Fire Protection	
<small>CONTRACTOR'S NAME</small> TBD	
2. The term of this Agreement is: Upon Approval through January 31, 2024
3. The maximum amount of this Agreement is: \$0.00

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work	1 page(s)
Exhibit B – Budget Detail and Payment Provisions	1 page(s)
Attachment 1 – Rate Sheet	1 page(s)
Exhibit C* – General Terms and Conditions	GTC 04/2017
Exhibit D – Special Terms and Conditions	2 page(s)
Exhibit E – Additional Provisions	2 page(s)

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.dgs.ca.gov/LinkClick.aspx?fileticket=x6TrRwzYLxs%3d&tabid=6133&portalid=32&mid=10104>

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>CONTRACTOR</b>		<i>California Department of General Services Use Only</i>
<small>CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)</small>		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED(Do not type)</small>	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small>		
<small>ADDRESS</small>		
<b>STATE OF CALIFORNIA</b>		
<small>AGENCY NAME</small> Department of Forestry and Fire Protection		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED(Do not type)</small>	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small>		
<small>ADDRESS</small>		
		<input type="checkbox"/> Exempt per: _____



**EXHIBIT A  
(Scope of Work)**

**SCOPE OF WORK**

1. Contractor agrees to provide to the Department of Forestry and Fire Protection (CAL FIRE) waste oil removal and disposal as described herein:

Contractor shall provide all materials, labor, equipment, tools, permits, taxes, fees and documentation necessary for the removal and disposal of waste items at the listed facilities. Service is required for the removal of material stored in tanks and 55-gallon drums. Each of the four (4) facilities will need to be pumped every other month.

Contractor agrees to increase or decrease service quality and frequency based on fluctuations in work demands as directed by the CAL FIRE Project Representative.

Contractor agrees to provide a current active hazardous waste transporter identification number and registration certificate from the Department of Toxic Substances.

The Agreement may be amended to increase services at the rate(s) specified in Exhibit B, Budget Detail and Payment Provisions.

2. The services shall be performed at the following locations:
  - HUU HQ Mobile Equipment, 118 N. Fortuna Blvd., Fortuna, CA 95540
  - Alder Conservation Camp, 1400 Alder Camp Rd., Klamath, CA 95548
  - Eel River Conservation Camp, 850 Eel River Camp Dr., Redway, CA 95560
  - High Rock Conservation Camp, 23322 Avenue of the Giants, Weott, CA 95571
3. The services shall be provided during regular business hours 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding recognized State holidays.
4. The Project Representatives during the term of this agreement will be:

State Agency: Dept. Forestry and Fire Protection	Contractor:
Name:	Name:
Phone:	Phone:
Fax:	Fax:
Email:	Email:

Direct all inquiries to:

State Agency: Dept. Forestry and Fire Protection	Contractor:
Section/Unit: Business Services – Contracts Unit	Section/Unit:
Attention: Courtney Watts-Cole	Attention:
Address: P.O. Box 944246 Sacramento, CA 94244-2460	Address:
Phone: 916-894-9829	Phone:
Fax:	Fax:
Email: <a href="mailto:Courtney.watts-cole@fire.ca.gov">Courtney.watts-cole@fire.ca.gov</a>	Email:

**EXHIBIT B**  
**(Budget Detail and Payment Provisions)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. For services satisfactorily completed in accordance with the terms and conditions stated herein, 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 attached hereto as Exhibit B, Attachment 1, Rate Sheet and made a part of this Agreement.
- B. Contractor shall submit, in arrears, not more frequently than once a month, and no less than quarterly, an invoice to CAL FIRE for cost incurred pursuant to the agreement. In addition, each invoice shall contain the following information:
- 1) The agreement number (1CA04573).
  - 2) The dates or time-period which the invoiced costs were incurred.
  - 3) Description of service, quantity, rate, and total for the current invoice.
  - 4) Certified Small Business or DVBE #.
- C. Invoice(s) shall be submitted to:

California Department of Forestry and Fire Protection  
Attention: XXXXX  
Street Address/P.O. Box  
City, State, Zip  
Phone Number  
Email

**2. Budget Contingency Clause**

- A. 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 Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. 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 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. In the event of an emergency, as defined in section 927.11, late payment penalties may not apply. Specific to CAL FIRE, if an invoice from a business under contract with CAL FIRE becomes subject to late payment penalties during the annually declared fire season, then the required payment approval date shall extend 30 calendar days beyond the initial 45-day period, except in the case of a contract with a certified small business, a certified Disabled Veteran Business Enterprise, a non-profit organization, or a non-profit public benefit corporation.

**EXHIBIT B, Attachment 1**  
**(Rate Sheet)**

**RATE SHEET**

Description of Service	Cost Per Service*	Frequency of Services	Annual Cost
Waste Oil (estimated 200 Gal)	\$	Six (6) Per Year	\$
Waste Anti-Freeze (estimated 50 Gal)	\$	Six (6) Per Year	\$
Crushed Oil Filters	\$	Two (2) Per Year	\$
<b>Sub-Total Annual Cost</b>			\$
<b>Four (4) Locations</b>			x 4
<b>Total Annual Cost for all Four (4) Locations</b>			\$
<b>Three (3) Year Term</b>			x 3
<b>TOTAL 3-YEAR TERM ALL-INCLUSIVE COST</b>			\$

**EXHIBIT D**  
**(Special Terms and Conditions)**

**SPECIAL TERMS AND CONDITIONS**

**1. Excise Tax**

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

**2. Settlement of Disputes**

In the event of a dispute, within 10 days of discovery of the problem, Contractor shall file a "Notice of Dispute" with:

Department of Forestry and Fire Protection  
Attention: Acquisitions Manager  
P.O. Box 944246  
Sacramento, CA 94244-2460

Within 10 days of CAL FIRE receiving Contractor's notice, the Contracts Manager or designee shall advise Contractor of the findings and recommend a method to resolve the dispute. Decision of the Contracts Manager or designee shall be final.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

**3. Right to Terminate (SCM 7.85)**

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. (Refer to GTC, Exhibit C, Item 7. Termination for Cause)

**4. Potential Subcontractors**

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly 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 subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

**5. Evaluation of Contractor**

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4) and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.

**EXHIBIT D**  
**(Special Terms and Conditions)**

**6. Agency Liability**

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**7. 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 failures 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 and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

**8. Contractor Name Change**

Contractor shall provide a written notice to the State at least 30 days prior to any changes to the Contractor's current legal name.

**EXHIBIT E**  
**(Additional Provisions)**

**ADDITIONAL PROVISIONS**

**1. Insurance Requirements**

**A. General Provisions Applying to All Policies**

- 1) Primary Clause - Any required insurance contained in this Agreement shall be primary, and not excess or contributory, to any other insurance carried by the State.
- 2) 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.
- 3) The Department will not provide for nor compensate Contractor for any insurance premiums or costs for any type or amount of insurance.
- 4) When Contractor submits a signed Agreement to the State, Contractor shall furnish to the State a certificate of insurance stating that all required insurance is in effect for the Contractor.

**B. General and Commercial Liability Insurance**

Contractor shall provide commercial general liability insurance of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined in effect for the Contractor.

The certificate of insurance will include provisions 1, and 2, in their entirety:

- 1) That the insurer will not cancel the insured's coverage without 30 days prior written notice to the State.
- 2) That the State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this Agreement are concerned.

Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least 30 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Department of General Services, and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

**C. Worker's Compensation Insurance**

Contractor shall provide Worker's Compensation Insurance with Waiver of Subrogation in favor of the State of California. Employer's liability shall be not less than \$1,000,000.00. The following clause should be included: "Waiver of Subrogation in favor of the State of California or in favor of CAL FIRE:" By signing this Agreement, the Contractor hereby warrants that it carries Workers' Compensation Insurance on all of its employees who will be engaged in the performance of this Agreement. If Staff provided by the Contractor is defined as independent contractors, this clause does not apply.

**D. Commercial Automobile Insurance on Owned, Hired, and/or Non-Owned vehicles.**

Contractor shall provide Commercial Automobile Insurance on Owned, Hired, and/or Non-Owned vehicles of not less than \$1,000,000.00 policy.

**EXHIBIT E**  
**(Additional Provisions)**

E. Environmental Liability

Contractor shall provide Pollution Liability covering the Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Limits of not less than \$1,000,000 per occurrence shall be provided. Coverage shall be provided for work performed on site, during transportation and as well for proper disposal of hazardous materials.

**2. Regulations**

- A. Contractor shall observe and comply with all federal, state, city, and county laws, rules or regulations affecting the work. Any work done that does not comply with any laws, rules, or regulations will be remedied at the Contractor's expense.
- B. Contractor shall cooperate with CAL FIRE authorities and shall observe and comply with all regulations presently in force on CAL FIRE grounds.

**3. License and Permits**

- A. The Contractor shall be an individual or firm currently licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.
- B. 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/letter 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 CAL FIRE Contracts Unit a copy of your business license or incorporation papers for your respective State showing that your company is in good standing in that State.