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Secretary for
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Department of Toxic Substances Control

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Gavin Newsom
Governor

Land Use Activity Monitoring Invitation for Bid No. I-2021-03

October 28, 2020

The Department of Toxic Substances Control (DTSC) is soliciting bids from qualified firms who have the ability to provide a monitoring service that identifies and prevents activities that could damage selected DTSC sites throughout the State of California. The Contractor shall provide personnel, services, materials, and equipment necessary to complete the tasks associated with continuously monitoring DTSC sites state-wide. Upon receipt, please review the entire document. Instructions for submitting any questions about the content or the competitive process and DTSC's response process are outlined in Section IX.

The purpose of this solicitation is to award one (1) Contract for the specified services. In submitting your bid, you must comply with these instructions. DTSC is not obligated to award and reserves the right to reject all bids.

Respondents to this IFB shall submit completed bids as outlined in Sections V and VI no later than November 16, 2020 by 3:00 p.m., Pacific Time.

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.

Kaitlin Minshew
DTSC Contracts Unit
(916) 323-3719
Kaitlin.Minshew@dtsc.ca.gov

Department of Toxic Substances Control
Land Use Activity Monitoring
IFB No. I-2021-03
Schedule of Events

Events	Anticipated Date of Event
IFB Release Date	October 28, 2020
Deadline to Submit Written Questions	November 4, 2020
Post Response to Written Questions	November 9, 2020
Final Filing Date	November 16, 2020
Bid Opening*	November 18, 2020
Anticipated Award Date	November 25, 2020
Anticipated Contract Performance Start Date	January 1, 2021

*Cost Opening Location: Department of Toxic Substances Control – 1001 I Street, Sacramento, CA 95814

NOTE: Due to COVID-19, public bid opening procedures are subject to change. For security reasons, if you plan to attend the public bid opening please contact contracts@dtsc.ca.gov prior to bid opening so arrangements can be made for entrance into EPA building

**Department of Toxic Substances Control
Land Use Activity Monitoring
Invitation for Bid No. I-2021-03**

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Department of Toxic Substances Control

LAND USE ACTIVITY MONITORING SOLICITATION REQUIREMENTS

I. Introduction

DTSC's mission is to protect California's people and environment from harmful effects of toxic substances through the restoration of contaminated resources, enforcement, regulation and pollution prevention. Frequently, as the last step of the restoration process, Institutional Controls (ICs), in the form of administrative and/or legal devices, are placed on a property using a Land Use Covenant (LUC) to help minimize the potential for human exposure to contamination and protect the integrity of remedial components. DTSC also has responsibility for overseeing approximately 1,000 formerly used defense sites (FUDS) which have entered the public domain but may not undergo restoration for several years. Monitoring and responding to proposed land use activities at such sites is central to DTSC's mission to protect California's people and environment.

Common examples of ICs are easements, zoning and/or use restrictions, and excavation limitations. ICs are becoming more frequent parts of remedial actions due to costs, extended cleanup times, and the technical challenges that are often associated with many remedies. With the growing number of ICs at sites under DTSC's authority, there is an increasing need for DTSC to adopt an effective way of continuously monitoring site activities. There are currently over 400 sites monitored. A partial list of DTSC IC sites is available at: http://www.envirostor.dtsc.ca.gov/public/deed_restrictions.asp

Being proactive in identifying and preventing activities that could damage controls at DTSC sites is critical in protecting public health and the long-term integrity of various components of implemented remedies.

II. Purpose

This Contract provides a monitory service for selected DTSC sites throughout the State of California. The Contractor shall provide personnel, services, materials, and equipment necessary to complete the tasks associated with continuously monitoring DTSC sites state-wide.

The resulting Contract is expected to be 3 years.

III. Services to be Provided

Please refer to the Proposed Contract, 20-T4825, included as an Exhibit in this document.

IV. Minimum Qualifications

The bidder shall demonstrate meeting the following minimum qualifications as required by Section V, Bid Requirements:

1. Bidder shall have a minimum of 1 year of successful experience with similar services or products of such services to be provided as described in the Proposed Contract (see Table of Contents for reference).

2. Bidder shall have all personnel, equipment, materials, and training necessary to comply with the provisions of this IFB from date of bid submission through full duration of the Contract.

V. **Bid Requirements**

Bids must describe the Bidder's qualifications and expertise in the format outlined in the IFB. A Bid will not be considered complete unless it contains all of the items described below. Bidders are not to alter or modify the forms other than by providing the required information; please note, adding your firm's logo or letterhead to the form is not considered a modification or alteration of the form.

A. **Technical Bid**

The Technical Bid includes all of the following items:

1. Cover Letter

A cover letter, which will be considered an integral part of the Bid, must be signed by an individual who is authorized to bind the Bidder contractually. The cover letter must state the individual is so authorized and must identify the title or position that the individual holds in the Bidder's firm. An unsigned cover letter shall cause the Bid to be rejected. The letter must contain all of the following:

- a. A statement to the effect that the Bid is a firm and irrevocable offer good for 180 days.
- b. A statement expressing the Bidder's willingness to perform the services as described in this IFB.
- c. A statement expressing the Bidder's availability of staff and other required resources for performing all services and providing all deliverables as described in this IFB.

2. Minimum Qualifications Certification

Bidders must provide evidence and/or written documentation of how each minimum qualification is met. Failure to provide adequate evidence and/or documentation will cause the Bid to be rejected.

3. Required Attachment Checklist

Bidders must complete and return the Required Attachment Checklist, Attachment 1. Failure to submit this form will cause the Bid to be rejected.

a. Bid/Bidder Certification Sheet

Bidders must complete and return the Bid/Bidder Certification Sheet, Attachment 2. This form must be signed by an individual who is

authorized to bind the Bidder contractually. Failure to submit this form will cause the Bid to be rejected.

b. Bidder References

Bidders must complete and return the Bidder References sheet, Attachment 4. The form must include three (3) references of similar types of services performed within the last five (5) years. Failure to submit this form will cause the Bid to be rejected.

c. Darfur Contracting Act

Bidders must complete and return the Darfur Contracting Act Certification, Attachment 5. This form must be signed by an individual who is authorized to bind the Bidder contractually. Failure to submit this form will cause the Bid to be rejected.

d. Bidder Declaration

Bidders must complete and return the Bidder Declaration, Attachment 6. All subcontractors must be included in the Bidder Declaration. This form must be submitted even if no subcontractors are being utilized. Failure to submit this form will cause the Bid to be rejected.

e. Preference Programs

The State of California (State) established the following preference programs to encourage participation in State contracting by various segments of the business community and to stimulate business and employment in geographic areas determined to be economically distressed. Proposers must include the documentation described below if they intend to apply for the Small Business Preference or Target Area Contract Preference Act programs. Bidders may complete and return Attachments 7 and 9 if applicable. Preference points will be awarded as described in Attachment 7 and Attachment 9 of the IFB.

a) Small Business Preference

A five percent (5%) bid preference is available to a certified small business firm. The Small Business preference will be applied to those Proposers declaring their eligibility on the Bid/Bidder Certification Sheet, Attachment 2. Information regarding this preference program may be obtained at:

<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>.

This five percent (5%) bid preference is also available to a non-small business claiming California-certified small business/microbusiness subcontractor participation for at least twenty-five percent (25%) of its

bid price. The non-small business preference will be applied to those Proposers declaring their eligibility on the Bidder Declaration, Attachment 6.

b) Target Area Contract Preference Act

Information regarding this preference program may be obtained at: <https://tacpa.dgs.ca.gov/>. Proposers seeking to obtain a Target Area Contract Preference Act (TACPA) preference must complete and submit the Target Area Contract Preference Act Preference Request, STD. 830 (Attachment 9), with their Proposal. This form is available here: <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std830.pdf>.

f. Disabled Veteran Business Enterprise Contract Participation and Incentive

DVBE Participation: Public Contract Code Section 10115 establishes a Contract participation goal of at least three percent (3%) for disabled veteran business enterprise (DVBE). This goal applies to a State agency's overall contracting program. State agencies have the discretion to apply the DVBE participation goal to individual Contracts. DVBE participation requirements are included for this Contract. This bid package provides program information and Bidder responsibilities for the DVBE Participation Program. Bidders must meet DVBE Participation requirements to be viewed as a responsive bidder and considered for contract award.

DVBE Incentive: However, the State is committed to achieving legislatively established goals for the participation of DVBEs in all State Contracts and seeks to use certified DVBE business whenever possible. Therefore, the State requests your voluntary participation in reporting any certified DVBEs including yourself, that will be used in the performance of this Agreement. An explanation of the Disabled Veteran Business Enterprise Program (DVBE) requirements can be found at the Internet web site: <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>.

g. Contractor Certification Clauses

Bidders must complete and return the Contractor Certification Clauses, Attachment 10. This form must be signed by an individual who is authorized to bind the Bidder contractually. Failure to submit this form will cause the Bid to be rejected.

h. Payee Data Record – Std. 204

Bidders must complete and return the Payee Data Record, Attachment 11. This form must be completed and signed by an individual who is authorized to bind the Bidder contractually. Failure to submit this form will cause the Bid to be rejected.

i. California Civil Rights Laws

Bidders must complete and return the California Civil Rights Laws Attachment, Attachment 12. This form must be completed and signed by an individual who is authorized to bind the Bidder contractually. Failure to submit this form will cause the Bid to be rejected.

B. **Cost Detail Format and Requirements**

Bidder must submit a Bidder Cost Sheet in the format prescribed in Attachment 3. The Cost Sheet must be completed according to the instructions provided. The Cost Sheet will consist of two sections, A and B. Section A is the Cost Sheet Instructions. Section B is the Cost Sheet.

Section B will be completed according to the instructions found in Attachment 3, Section A. The rates in this section will be considered when determining the lowest bid. The contract, if awarded, will incorporate the rates in the Bidder Cost Sheet.

VI. **Submission of Bids**

- A. All bids must be submitted under **sealed** cover and sent to Department of Toxic Substances Control by dates and times shown in Schedule of Events Table. **Bids not submitted under sealed cover shall be rejected.** A minimum of two (2) originals of the bid package must be submitted. The sealed bid must be plainly marked with the IFB number and title, must show firm's name and address, and must be marked with "DO NOT OPEN", as shown below:

Recipient's Address:

BY MAIL:
Department of Toxic Substance Control
Contracts Unit
Attention: Kaitlin Minshew
P.O. Box 806
Sacramento, CA 95812-0806

BY DELIVERY SERVICE (UPS, FedEx, etc.):
Department of Toxic Substances Control
Contracts Unit
Attention: Kaitlin Minshew
1001 I Street
Sacramento, CA 95814

Heading on Envelope:

IFB I-2021-03
"Land Use Activity Monitoring"
DO NOT OPEN
DEADLINE FOR BID SUBMITTAL:
November 16, 2020 3:00 p.m. Pacific Standard Time

- B. All bids shall include the required documents identified in Attachment 1, Required Attachment Checklist. Bids not including the proper "required attachments" may be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- C. All documents requiring a signature (in blue ink) 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 an immaterial deviation shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the Contract.
- F. Costs incurred for developing bids in anticipation of award of the Contract 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 the Bid/Bidder Certification Sheet. The signature shall 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 only 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 a Contract.
- L. Before submitting a response to this solicitation, bidders shall review, correct all errors and confirm compliance with the IFB requirements.
- M. The State does not accept alternate Contract language from a prospective Contractor. A bid with such language will be considered a counter bid and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- N. No oral understanding or Contract shall be binding on either party.

VII. Evaluation Process

- 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. Award if made, will be to the lowest responsive, responsible bidder.

VIII. Award and Protest

- A. Upon written request from any bidder, a notice of the proposed award shall be posted in a public place in the office of DTSC 1001 I Street, Sacramento CA 95812, and on the following Internet site: <https://www.caleprocure.ca.gov/pages/index.aspx> for five (5) working days prior to awarding the agreement.
- B. If any bidder, prior to the award of agreement, files a protest with DTSC and the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605, on the grounds that the (protesting) bidder would have been awarded the contract had the agency correctly applied the evaluation standard in the IFB, or if the agency followed the evaluation and scoring methods in the IFB, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter. It is recommended that any protest is sent by certified or registered mail.
- C. Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of General Services, Office of Legal Services and DTSC a detailed statement specifying the grounds for the protest.
- D. Upon resolution of the protest and award of the agreement, Contractor must complete and submit to the awarding agency the 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>. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.
- E. Upon resolution of the protest and award of the agreement, Contractor must sign and submit to the awarding agency, page one (1) of the Contractor Certification Clauses (CCC), which can be found on the Internet at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

IX. General Information

A. Errors and Omissions

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder should immediately notify DTSC of such error in writing and request clarification or modification of the document. This notification must be submitted pursuant to the procedures described in Section IX.B, "Questions Regarding the IFB."

Modifications to the IFB will be made by addenda issued pursuant to Section IX. C., "Addenda." If a Bidder fails to notify DTSC of a known error prior to the final dates of submission, or an error that reasonably should have been known, the Bidder will assume the risk of bidding. If awarded the contract, the Bidder will not be entitled to additional compensation or time by reason of the error or its later correction.

B. Questions Regarding the IFB

Bidders requiring clarification of the intent and content of this IFB may request clarification only by submitting questions via electronic mail to:

contracts@dtsc.ca.gov

Please reference IFB No. I-2021-03 in the subject line.

To ensure a response, questions must be received by the date and time specified in the Schedule of Events. Responses to questions received by this date will be posted to the Cal eProcure website, without identifying the source of the query, on or before the date specified in the Schedule of Events.

C. Addenda

DTSC may modify any part of the IFB, prior to the date Bids are due, by issuance of one or more addenda. Addenda will be numbered consecutively and posted to the Cal eProcure website.

D. Clarifications

DTSC may request clarifications from Bidders at any phase of the evaluation process for the purpose of clarifying ambiguities in the information presented in the Bid. DTSC will request in writing the Bidders provide the documentation required and the time line for submission. Failure to submit the required documentation by the date and time indicated may cause DTSC to deem the bid nonresponsive, or require DTSC to eliminate the bid from consideration due to a Bidder's failure to satisfy minimum requirements.

If deemed necessary by DTSC, at its sole discretion, the following omitted and/or additional information may be collected by mail, facsimile, or other method:

1. Copies of any form submitted without a signature. This provision does not apply to unsigned Cover Letter. (see Section V.A.1.)
2. Data or documentation omitted from any submitted attachment or form.

3. Information and material needed to clarify or confirm certifications or claims made by a Bidder.
4. Information or material needed to correct or remedy an immaterial defect in the Bid.

Other than information requested by DTSC, no Bidder will be allowed to alter the Bid or add new information after the final filing date.

E. Other Criteria

1. Right to Reject Any or All Bids

The policy of DTSC is to solicit Bids with a bona fide intention to award a contract. This policy will not affect DTSC's right to reject any or all Bids or to cancel the solicitation at any time.

2. Bidder's Costs

All costs for developing Bids and attending interviews at DTSC headquarters are entirely the responsibility of the Bidder and shall not be chargeable to DTSC.

3. Review of Bids Subsequent to Contract Award

Written or oral Bid evaluation debriefings will not be given to unsuccessful Bidders. All Bids and the final scoring summary sheet are retained by DTSC as a permanent record and shall be made available for public inspection.

4. Conflict of Interest

Compliance is required with California Public Contract Code Sections 10410 and 10411 relating to employment of current and former State employees.

5. Corporate Qualifications to Do Business in California

The Bidder(s) awarded the Contract must be in good standing and must be qualified to do business in California at the time the Contract is executed and during the entire term of the Contract.

6. Follow-On Contracts

No person, firm, or subsidiary thereof or their officers or directors, who were previously awarded a DTSC consulting services Contract, or a Contract which primarily includes a consulting services component, may submit a bid or be awarded a Contract for the provision of services, delivery of goods or supplies, or any other related action that is required, suggested, or otherwise deemed to be an outgrowth of advice or recommendations submitted pursuant to the consulting service Contract (Cal. Public Contract Code section 10365.5).

7. Execution of Contract

The Contract will be executed on the State of California Standard Agreement, Form STD. 213. DTSC may modify the Contract provisions or incorporate additional provisions if it is in the best interests of DTSC. Contractors are expected to comply with all applicable Contract provisions (as may be amended from time to time).

ATTACHMENTS

Attachment 1: REQUIRED ATTACHMENT CHECKLIST

FOR YOUR BID TO BE RESPONSIVE, ALL REQUIRED ATTACHMENTS ALONG WITH THIS CHECKLIST MUST BE RETURNED WITH THE BID PACKAGE.

Place a check mark next to each item being submitted to the State.

<u>Attachment</u>	<u>Name/Description</u>
_____ Attachment 1	Required Attachment Checklist
_____ Attachment 2	Bid/Bidder Certification Sheet (Requires original signature)
_____ Attachment 3	Bidder Cost Sheet
_____ Attachment 4	Bidder References Form
_____ Attachment 5	Darfur Contracting Act
_____ Attachment 6	Bidder's Declaration

If the following are not applicable, place "N/A" next to each item not being submitted with the bid package

_____ Attachment 7	*Small Business Preference (Attachment included in this IFB)
_____ Attachment 8	*California Disabled Veteran Business Enterprise (DVBE) Bid Incentive Instructions (Attachment included in this IFB)
_____ Attachment 9	*Target Area Contract Preference Act (TACPA)

The following are required **only** upon award of the Agreement

_____ Attachment 10	Contractor Certification Clauses 04/2017
_____ Attachment 11	Payee Data Record STD 204
_____ Attachment 12	Civil Rights Laws

- *Unless applicable these documents are not required to be submitted with the bid package.
- If a link to an Attachment is active, a physical copy of the Attachment will not be provided (in the following pages).

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.

- 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 or have made a good faith effort.
- 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. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> 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 Certification and Resources (OSBCR) as:		
a. California Small Business Yes No If yes, enter certification number:	b. Disabled Veteran Business Enterprise Yes No If yes, enter your service code below:	
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes".		

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
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one 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 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 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 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 your service code on the line. If you are not certified to one 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 COST SHEET

Section A: Bidder Cost Sheet Instructions

1. Bidders must complete all entries, making sure calculations are accurate. All rates are “fully loaded”, i.e., they must include all contractor fees and charges such as, overtime, overhead, general and administrative expenses, and profit.
2. Bidders must designate a bid rate greater than zero for each line item on the bid sheets. Bid rates of “zero” or “blank” will be considered nonresponsive and the bid will be rejected.

DTSC shall not award a Contract if no proposals are received containing bids offering a bid price which in the opinion of DTSC is a reasonable price. It is not in DTSC's best interest to accept bids outside a reasonable range of rates routinely charged in the industry for services and/or goods being bid.

3. This is a fixed unit price bid and shall consist of a single unit price rate for each specific item on the Cost Sheet. Bids must be submitted on the forms provided in this IFB package which detail each specific item for which a unit rate must be bid.

I. Section B: Cost Sheet:

Task #	Description	Estimated # of sites	Cost (\$) per site	Total Task Cost
Task 1c)	IC Monitoring Activation for all current DTSC Sites	460		
Task 1d)	IC Monitoring Activation for additional DTSC Sites	30		
Task 2)	Maintenance and Operation of required notification and reporting capabilities	—	Included in Subtasks 2a-2h.	—
		Estimated # of sites	Cost (\$) per site per month	Subtask Cost (cost/month) x (Estimated # of sites) x 36 months
Subtask 2a	Review Underground Service Alerts	460		
Subtask 2b	Review Building Permits	25		
Subtask 2c	Review Construction Bids	5		
Subtask 2d	Review Dredging Permits	5		
Subtask 2e	Review Real Estate Listings	5		
Subtask 2f	Review Sensitive Use Permits	50		
Subtask 2g	Review CEQANet Database	45		
Subtask 2h	Review Planning Commission Agendas for Counties and Cities	5		
	TOTAL CONTRACT COST			\$

Attachment 4: BIDDER REFERENCES FORM

Submission of this attachment is mandatory. Failure to complete and return this attachment with your bid will cause your bid to be rejected and deemed non-responsive.

List below three references for services performed within the last five years, which are similar to the scope of work to be performed in this Agreement.

REFERENCE 1			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 2			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 3			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

Attachment 5: DARFUR CONTRACTING ACT

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three 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.

Therefore, to be eligible to submit a bid or proposal, please complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

1. _____ We do not currently have, or we have not had within the previous
Initials three years, business activities or other operations outside of the United States.

OR

2. _____ We are a scrutinized company as defined in Public Contract Code
Initials section 10476, but we have received written permission from the Department of General Services (DGS) 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.

OR

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

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.

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

YOUR BID OR PROPOSAL WILL BE DISQUALIFIED UNLESS YOUR BID OR PROPOSAL INCLUDES THIS FORM WITH EITHER PARAGRAPH # 1 OR # 2 INITIALED OR PARAGRAPH # 3 INITIALED AND CERTIFIED.

Attachment 6: BIDDER DECLARATION

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

Attachment 7: SMALL BUSINESS PREFERENCE

State law allows certified small business (SB) and microbusiness (MB) firms and non-small businesses who subcontract with a certified SB/MB firm to receive a 5% bidding preference on applicable state solicitations. The preference is only used for computation purposes to determine the winning bidder, the Contract is awarded at the actual bid amount.

To claim the small business preference the firm must have its principal place of business located in California, have a complete application (including proof of annual receipts) on file with the Office of Small Business & DVBE Services by 5:00 p.m. on the bid due date and be certified by such office.

Information regarding the Small Business Preference can be found on the following Internet website:
<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std811.pdf>.

Questions regarding the preference approval process should be directed to the Office of Small Business & DVBE Services at (916) 375-4940.

CONTRACTORS PLEASE CHECK THE APPROPRIATE LINE:

_____ I am a California certified small business/microbusiness. A copy of my certification is attached.

_____ I am a Non-Small Business, claiming to provide a 25% commercial useful function business opportunity to California certified small business Sub-Contractors that will allow my firm to receive a 5% Contractors preference for evaluation purposes on this bid. We intend on providing a list of California certified small business/microbusiness subcontractor(s) that have been certified by the Office of Small Business & DVBE Services.

Company Name

Printed Name

Signature

Title

Attachment 8: CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) BID INCENTIVE INSTRUCTIONS

(Revision Date 09/03/2009)

Please read the requirements and instructions carefully before you begin.

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).**

This solicitation does not include a minimum DVBE participation percentage or goal.

DVBE BID INCENTIVE. Unless stated elsewhere in the solicitation that the DVBE incentive has been waived, in accordance with Section 999.5(a) of the Military and Veterans Code 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 and confirmed by the State. The incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation. Unless a table that replaces the one below has been expressly established elsewhere within the solicitation, the following percentages will apply for awards based on low price.

Confirmed DVBE Participation of:	DVBE Incentive (percentage of maximum points available)
5% or Over	5%
4% to 4.99%	4%
3% to 3.99%	3%
2% to 2.99%	2%
1% to 1.99%	1%

As applicable:

- (1) 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.

- (2) Awards based on highest score - the solicitation shall include an individual requirement that identifies incentive points for DVBE participation.

INTRODUCTION. Bidders must document DVBE participation commitment by completing and submitting a Bidder Declaration, GSPD-05-105. Bids or proposals (hereafter called “bids”) that **fail to submit the required form to confirm the level of DVBE participation will not be eligible to receive the DVBE incentive.**

Information submitted by the intended awardee to claim the DVBE incentive(s) 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 2 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.

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 compliance with the above requirements.

THE DVBE BUSINESS UTILIZATION PLAN (BUP): DVBE BUPs are a company’s commitment to expend a minimum of 3% of its total statewide Contract dollars with DVBEs -- this percentage is based on all of its Contracts held in California, not just those with the State. A DVBE BUP does not qualify a firm for a DVBE incentive. Bidders with a BUP must submit a Bidders Declaration (GSPD-05-105) to confirm the DVBE participation for an element of work on this solicitation in order to claim a DVBE incentive(s).

THE FOLLOWING MAY BE USED TO LOCATE DVBE SUPPLIERS:

Awarding Department: Contact the department’s Contracting Official named in this solicitation for any DVBE suppliers who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify DVBE suppliers for the solicitation.

Other State and Federal Agencies, and Local Organizations:

STATE: Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), online certified firm database at

<https://www.caleprocure.ca.gov/pages/index.aspx>. To begin your search, click on “SB/DVBE Search.” Search by “Keywords” or “United Nations Standard Products and Services Codes (UNSPSC) that apply to the elements of work you want to subcontract to a DVBE. Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at <https://www.caleprocure.ca.gov/pages/index.aspx>. For questions regarding the online certified firm database and the CSCR, please call the OSDS at (916) 375-4940 or send an email to: OSDCHelp@dgs.ca.gov.

FEDERAL: Search the U.S. Small Business Administration’s (SBA) Central Contractor Registration (CCR) on- line database at:

<https://www.sba.gov/offices/headquarters/obd/resources/4210> to identify potential DVBEs and click on the "Dynamic Small Business Search" button. Search options and information are provided on the CCR Dynamic Small Business Search site. First time users should click on the “help” button for detailed instructions. Remember to verify each firm’s status as a California certified DVBE.

LOCAL: Contact local DVBE organization to identify DVBEs. For a list of local organizations, go to <https://www.caleprocure.ca.gov/pages/index.aspx> and select: DVBE Local Contacts (New 02/09) (pdf).

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: <https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Small-Business-Disabled-Veteran-Business-Enterprise-Advocate-Directory>.

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 (New 02/09) (pdf)
- DVBE Focus Paper Listing (New 02/09) (pdf)

U.S. Small Business Administration
(SBA):

Use the Central Contractor Registration
(CCR) on-line database.

Internet contact only –Database:

<https://www.sba.gov/offices/headquarters/obd/resources/4210>.

FOR:

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

Local Organizations: Go to <http://www.caleprocure.ca.gov/pages/index.aspx> and select: DVBE Local Contacts (New 02/09) (pdf)

FOR: List of potential DVBE subcontractors

DGS-PD EProcurement

Website: <http://www.caleprocure.ca.gov/pages/index.aspx>

Phone: (916)375-2000

Email: caleprocure@dgs.ca.gov

FOR:

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

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

707 Third Street, Room 1-400, West Sacramento, CA 95605 Website: <http://www.caleprocure.ca.gov/pages/index.aspx>

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

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.

Attachment 9: TARGET AREA CONTRACT PREFERENCE ACT (TACPA)

<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std830.pdf>

Attachment 10: CONTRACTOR CERTIFICATION CLAUSES 04/2017

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

This link will direct you to the DGS website. When you arrive, click the “CCC 04/2019” link to access the Contractor Certification Clauses.

Attachment 11: PAYEE DATA RECORD – STD. 204

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

Attachment 12: CALIFORNIA CIVIL RIGHTS LAWS

<https://www.documents.dgs.ca.gov/dgs/fmc/dgs/ols004.pdf>

EXHIBITS

PROPOSED CONTRACT

SCO ID: 3960-20T4825

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES STANDARD AGREEMENT STD 213 (Rev. 03/2019)	AGREEMENT NUMBER 20-T4825	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
 Department of Toxic Substances Control

CONTRACTOR NAME
 Contractor's Name

2. The term of this Agreement is:

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.

Exhibits	Title	Pages
Exhibit A	Scope of Work	
Exhibit B	Budget Detail and Payment Provisions	
Exhibit C *	General Terms and Conditions	04/2017
+ -	Exhibit D Special Terms and Conditions	

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 <https://www.dgs.ca.gov/OLS/Resources>*

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.)
 Awarded Contractor's Name

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
 Department of Toxic Substances Control

CONTRACTING AGENCY ADDRESS 1001 I Street, P.O. Box 806	CITY Sacramento	STATE CA	ZIP 95827
PRINTED NAME OF PERSON SIGNING Jessica Heinz	TITLE Chief, Contracting Services		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
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EXHIBIT A

SCOPE OF WORK

1. **CONTRACTOR (Contractor)** agrees to enter into a Contract with the Department of Toxic Substances Control (DTSC) to provide monitoring service for selected DTSC sites throughout the State of California. The Contractor shall provide personnel, services, materials, and equipment necessary to complete the tasks associated with continuously monitoring DTSC sites state-wide.
2. The DTSC Contract Managers and Contractor Representative during the term of this Contract will be:

DTSC Contract Manager

Charlie Ridenour
Department of Toxic Substances Control
8800 Cal Center Drive, 3rd Floor
Sacramento, California 95826
Phone: (916) 255-6442
Email: charlie.ridenour@dtsc.ca.gov

Contractor

Representative

NAME:
TITLE:
BUSINESS ADDRESS:
PHONE:
EMAIL:

The DTSC Project Manager and Contractor Project Manager for this Contract will be:

DTSC Project Manager

Lance McMahan
Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, California 95826
Phone: (916) 255-3674
Email: lance.mcmahan@dtsc.ca.gov

**Contractor Project
Manager**

The DTSC Contract Administrator for this Contract will be:

DTSC Contract Administrator

3. The contract representatives listed in Section 2 may be changed at any time upon written notification to each party with a copy to DTSC's Contracts Unit.
4. **Description of Services:**
 - A. The Contractor shall monitor 300-1000 DTSC sites via a monitoring system, which shall include the following services:

- i. “Call-before-you-dig” or “one-call” services; construction proposals; dredging permits; real estate listings; sensitive use permits; California Environmental Quality Act (CEQA) projects of both statewide and local significance; municipal permits, planning or zoning changes; and other available sources of information;
 - ii. Alert DTSC in advance of planned activities which could impact the site or the integrity of the environmental restrictions on a site. Such impacts include, but are not limited to, disturbances of remedial components, changes in land use, and property transactions which could potentially affect contaminant location, containment systems, the location of underground remedy components, and exposure of the public, workers or ecological resources to remaining contamination at a site;
 - iii. Electronic notification to DTSC project staff of all planned events where a DTSC site may reasonably be impacted; and
 - iv. Active links to the ICs and the EnviroStor public profile.
- B. The Contractor shall provide information to the appropriate DTSC staff prior to activities which could impact the integrity of the environmental restrictions on a site. In addition, the Contractor shall allow for electronic access of this information to local government, other agencies, and the general public, if directed by DTSC.

C. Tasks

1.1. Task 1: Monitoring Activation for DTSC Sites

Utilizing DTSC’s EnviroStor database, the Contractor shall assemble site-specific information necessary for the Contractor to monitor DTSC sites and the activities and events in the area. There are approximately 460 sites being monitored. The capabilities and activities shall include the following:

- a. For each site, the monitoring service shall assemble site-specific information obtained from EnviroStor, a DTSC database available to the public at:
<http://www.envirostor.dtsc.ca.gov/public/>

This will include but is not limited to the following:

- i. Site location (specified in text and graphic form);
- ii. Site boundaries (specified in text and graphic form);
- iii. Contaminants present at the site (from EnviroStor);
- iv. Contaminated media (soil, surface water, groundwater, etc.);
- v. Vertical and lateral extent of contamination;
- vi. Specific ICs or limitations;

- vii. Type of remediation (if any) ongoing at a site;
 - viii. General location of remedial facilities (depth, location on site, etc.); and
 - ix. List of contact names with phone numbers for each site. At a minimum this will include the DTSC Project Manager, DTSC Project Supervisor, DTSC Performance Manager and the DTSC Contract Manager. The Contractor shall also list additional staff and any other local government officials, other State or Federal agency representatives, and the general public, as directed by the DTSC Contract Manager.
- b. The set-up information for each site outlined in item a above will be electronically accessible to DTSC staff to ensure accuracy. The Contractor shall notify the DTSC Contract Manager and the Project Manager that the site-specific information has been prepared.
 - c. Within 90 days from the start of the Contract the Contractor shall prepare the site-specific information for all current DTSC sites.
 - d. Within 30 days from the date of receiving a directive from the DTSC Contract Manager for a site that is not currently monitored, the Contractor will assemble the required site-specific information and provide it to the DTSC Contract Manager and DTSC Project Manager for the site for review.
 - e. Upon confirmation that the site-specific information is correct, the DTSC Contract Manager will direct the Contractor to commence Ongoing Monitoring as described under Task 2.
 - f. The Contractor shall maintain and make available to each user a listing of the currently monitored sites associated with that user. Typical users include DTSC Project Manager, DTSC Project Supervisor, DTSC Performance Manager, and the DTSC Contract Manager.

1.2. Task 2: Ongoing Monitoring

The Contractor shall continually monitor all active DTSC sites and the planned events, activities or notices of land use changes (“events”) in the vicinity of the sites per Subtasks 2a through 2i.

The Contractor, in consultation with DTSC, shall establish criteria to determine if the events have the potential for impacting/conflicting with the restrictions or prohibitions set upon a DTSC site. The Contractor shall notify DTSC project staff via e-mail of the planned events which have the potential to impact the site restrictions.

Activities shall include the following:

- a. Issuing an e-mail “Alert” to the DTSC Project Manager (with copies to the DTSC Supervisor and DTSC Contract Manager) in advance of planned activities which could impact the integrity of the environmental restrictions on

a site. The e-mail shall include a link to detailed information regarding the planned event which includes, as available, the DTSC site, the person in responsible charge of the planned activity with a telephone number and e-mail address, the date of the planned event, the event location (graphically and as text), and a description of the area potentially affected by the work.

- b. Electronically and telephonically receiving requests for contact information such as a valid phone number or actively monitored e-mail address.
- c. Establishing criteria to determine if the events have the potential for impacting/conflicting with the restrictions or prohibitions set upon a DTSC site.
- d. Accurately logging and tracking all update/change requests and when those requests are made effective in the database.
- e. Issuing reminder notices after 7 days of inactivity. "Reminder Alerts" shall be sent to both the DTSC Project Manager for the site and DTSC Supervisor with a courtesy copy sent to the DTSC Performance Manager and DTSC Contract Manager.
- f. Providing automated fax notices, e-mail notices and/or notices via US mail to the responsible charge and/or proponent of the planned activity.
- g. Maintaining historical records of conflict alerts for each site and the response actions taken. In addition, the monitoring service database must include a field in which the final outcome for each alert/response episode is categorized. The closure categories that shall be used are:
 - i. Closed – No Site Impacts
 - The project is not within the area of interest.
 - The project is within the area of interest, but the activity is not restricted by the LUC or, for non-LUC sites, the activity is not of concern.
 - DTSC has already approved (or is in the process of approving) the project.
 - An authorized agency has already approved (or is in the process of approving) the project.
 - Other (No Site Impact) – describe.
 - ii. Closed – Advisory/Notice Issued.
 - The project is or may be in violation of the LUC or, for non-LUC sites, may result in contact with ordnance or other hazardous materials.

- Other (Advisory/Notice) - describe.
- h. Using the system described above, Contractor shall monitor the following information sources as directed by the DTSC Contract Manager:
- Subtask 2a: Underground Service Alerts
- Subtask 2b: Building Permits
- Subtask 2c: Construction Bids
- Subtask 2d: Dredging Permits
- Subtask 2e: Real Estate Listings
- Subtask 2f: Sensitive Use Permits
- Subtask 2g: CEQANet Database
- Subtask 2h: Planning Commission Agendas for Counties and Cities
- i. The Contractor shall provide a monitoring system capable of producing Alert summary reports as described below to select DTSC personnel. The purpose of this reporting function will be to track the use and effectiveness of the system using various reporting parameters. The capabilities and activities of this reporting function shall include the following:
- i. A listing of the currently open alerts specific to each DTSC Project Manager, DTSC Project Supervisor, DTSC Performance Manager and the DTSC Contract Manager. This will be called the Open Alerts report and shall include the DTSC site name, the date of alert issuance, the activity type, and the number of days since the last activity was recorded. The report shall have a link to detailed information associated with the alert and updated continuously.
 - ii. A listing of the currently monitored sites specific to each DTSC Project Manager, DTSC Project Supervisor, DTSC Performance Manager and the DTSC Contract Manager. This listing shall be provided to the DTSC Contract Manager once a month in an electronic format.
 - iii. A report which includes the following information in tabular form for the monitored sites: the date monitoring initiated for each monitored site; the date of last alert; number of alerts issued; the DTSC Project Manager; DTSC Project Supervisor; and DTSC Performance Manager. This listing shall be provided to the DTSC Contract Manager once per quarter, in an electronic format.
 - iv. A report showing the time it takes DTSC to close an alert shall be accessible for each of the following parameters:

- DTSC Performance Manager
- DTSC Supervisor
- DTSC Project Manager
- Closure Category
- Specific site

This report shall be updated no less than once per month.

- v. A report showing the number of alerts open currently for each DTSC Performance Manager and DTSC Supervisor sorted as follows:

- Alerts open less than 2 (two) days
- Alerts open between 3 (three) to 7 (seven) days
- Alerts open between 8 (eight) to 10 days
- Alerts open between 11 to 14 days
- Alerts open for more than 15 days

This report shall be updated once per day.

- vi. A report showing the time since the last activity by DTSC staff for all open alerts for each DTSC Performance Manager and DTSC Supervisor sorted as follows:

- Last response occurred less than 2 (two) days ago
- Last response occurred between 3 (three) to 7 (seven) days ago
- Last response occurred between 8 (eight) to 10 days ago
- Last response occurred between 11 to 14 days ago
- Last response occurred more than 15 days ago.

This report shall be updated once per day.

- vii. Alert resolution summary reports shall be accessible for each of the following parameters:

- By DTSC Performance Manager
- By DTSC Supervisor
- By DTSC Project Manager
- By Closure Category
- By individual site.

This report shall be updated no less than once per month

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Invoicing and Payment**

- A. Contractor will be paid upon satisfactory completion of work and receipt of a proper and complete invoice from the Contractor. Contractor shall bill the State in arrears no more often than monthly for actual expenditures incurred in accordance with rates specified and by this reference made part hereof.
- B. Invoices shall be submitted in duplicate: one original hard copy on Contractor's letterhead and one copy in PDF format. The invoice shall include the Contract number and dates of service covered. Submit all invoices to:

Department of Toxic Substances Control
Attn: Contracts Unit, Contract No. 20-T4825
P. O. Box 806, Floor 21-5
Sacramento, California 95812-0806

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 Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Contract and Contractor shall not be obligated to perform any provisions of this Contract.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purpose of this program, State shall have the option to either cancel this Contract with no liability occurring to State, or offer a Contract 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. An incomplete/disputed invoice will be returned to the Contractor per Government Code, Chapter 4.5, Section 927.6. Time specified for prompt payment in Government Code, Chapter 4.5, Section 927.4 commences upon submittal of a completed/undisputed invoice.

4. **Budget Detail**

The Budget shall not exceed \$XXXX.XX. The breakdown is as follows:

Fiscal Year 20/21	\$XXXX
Fiscal Year 21/22	\$XXXX
Fiscal Year 22/23	\$XXXX

5. **Cost Sheet for Land Use Activity Monitoring**

The winning Bidder's Cost Sheet will be inserted

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. **Accounting Requirements**

Contractor shall establish an accounting system using generally acceptable accounting principles that will provide information for reports to the State and which will provide documentation for the fiscal activities of the organization. The accounting system must include adequate cost accounting procedures that will provide accurate costs for not only this Contract but also subcontracts, if any.

2. **Contract Limits**

Other than as specified herein, no document or communication passing between the parties shall be deemed a part of this Contract.

3. **Approval of Work**

Notwithstanding the Approval Clause in Exhibit C, General Terms and Conditions, (GTC) this Contract requires that all work performed shall be inspected, reviewed, and approved by the Contract Manager prior to payment. Payment for services is conditional upon Contractor's conformance to the requirements of the Scope of Work, Exhibit A. The Department of Toxic Substances Control's (DTSC) acceptance shall not be unreasonably withheld. If any service performed is deemed not acceptable, the Contract Manager or designee shall advise the Contractor in writing what areas are not acceptable.

4. **Assignment of Rights, Delegation of Duties**

Contractor shall not transfer by assignment, delegation, subcontract, or notation the performance or benefits of this Contract or any part thereof, except as provided herein, without the prior written approval of DTSC. DTSC's consent to one or more assignments, delegations, or subcontracts hereunder shall not constitute a waiver or diminution of State's absolute right to consent to each and every subsequent assignment or subcontract. Contractor may not, without prior written consent of DTSC, assign any other right.

5. **Audit**

Notwithstanding the Audit Clause in Exhibit C, GTC, DTSC adds the following:

Contractor shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC § 10115.10.

6. **Brokerage or Contingent Fees**

Contractor warrants by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon understanding or Contract for a commission, percentage, brokerage or contingent fee, except bona fide employees or established commercial or selling agencies maintained by 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 terminate this Contract without liability, paying only for the work actually performed, or otherwise recover the full amount of such commission, brokerage or contingency fee.

7. **Change of Ownership**

Contractor shall notify DTSC in writing 30 calendar days prior to any change in ownership and/or location of laboratory. Contractor, under new ownership and/or location, may be evaluated to ensure continued Contract compliance.

8. **Confidentiality**

All data and information related to DTSC operations, which are designated confidential by DTSC or developed by the Contractor and deemed confidential by DTSC, shall be properly safeguarded and protected by the Contractor from unauthorized use and disclosure.

At a minimum, during non-working hours, DTSC paper and/or electronic documents, reference materials, or any materials related thereof shall be kept in a locked, secure place. All electronic data shall be password protected and secure at all times.

The Contractor and his/her employees are hereby considered agents only for confidential data purposes and will be liable under the State and Federal statutes for unauthorized disclosures.

The Contractor and all subcontractors shall immediately notify DTSC of any request from a third party for disclosure of any information relating to this Contract, including, but not limited to, subpoena, deposition proceedings, court order, or other legal action. Unless DTSC authorizes the disclosure of the information in writing, the Contractor shall use every means, to the maximum extent permitted by law and at no cost to the State, to protect the information from disclosure.

9. **Conflict of Interest**

The Contractor shall disclose any financial, business, or other relationship with DTSC that may have an impact upon the outcome of this Contract and/or any ensuing project to follow. The Contractor shall also list current clients who may have a financial interest in the outcome of this project. Contractor also complies with PCC, 10410 and 10411.

10. **Contract Rates**

Contract rates will be paid to the Contractor pursuant to Exhibit B of this Contract. These rates shall be in effect for the Contract term. DTSC and Contractor mutually agree and acknowledge that the budget as identified is for billing purposes and does not necessarily reflect actual amounts paid by Contractor to subcontractors or employees. This provision is intended for purposes of clarification only and does not relieve Contractor of responsibility for compliance with any other provision of this Contract.

11. **Contractor Resource Levels, Standards**

Contractor shall meet all the contractual requirements and responsibilities listed herein. Contractor shall provide sufficient resources, including staff support, to fully execute all responsibilities required by this Contract. Contractor further agrees that its performance of work and services under this Contract shall conform to professional standards.

During the course of this Contract, DTSC reserves the right to approve, in advance, in writing, any changes to be made by the Contractor as to the individuals for whom resumes were submitted.

DTSC's review and approval will be made to ensure that individuals replacing key personnel shall have comparable technical knowledge, experience, and qualifications, in scope, breadth, and depth, to those staff originally accepted as part of this Contract. The review and approval will also be made to better ensure that individuals replacing staff in these key positions shall have the ability to develop cooperative and constructive working relationships in the performance of their duties. DTSC approval shall not be unreasonably withheld.

12. **Copyrights and Ownership of Data**

The State shall be the owner of all rights, title, and interest in, not limited to the copyright to, any and all data created, provided, or developed under this Contract, whether or not published or produced. The copyright to any and all data created, provided, or developed under this Contract belongs to the State from the moment of creation.

The State retains all rights to use, reproduce, distribute, or display any data created, provided, developed, or produced under this Contract and any derivative products based on Contract data, as well as all other rights, privileges, and remedies granted or reserved to a copyright owner under statutory and common-law copyright law. At any time, the Contractor enters into a Contract with another party in order to perform the work required under this Contract, the Contractor shall require the Contract to include language granting the State the copyright for any data created, provided, developed, or produced under the Contract and ownership of any data not fixed in any tangible medium of expression. In addition, the Contractor shall require the other party to assign those rights to the State in a format prescribed by the State. For any data where the copyright is not granted to the State, the State shall retain a royalty-free, nonexclusive, and irrevocable license throughout the world to reproduce, to prepare derivative products, to distribute copies, to perform, to display, or otherwise use, duplicate, or dispose of such data in any manner for governmental purposes and to have or permit others to do so.

All data distributed under the terms of this Contract and any reproductions of data shall include a notice of copyright in a place that can be visually perceived at the direction of DTSC. This notice shall be placed prominently on data and set apart from other matter on the page or medium where it appears. The notice shall state "Copyright" or "©", the year in which the work was created, and "DTSC". When space does not permit, and with advance approval of DTSC's Contract Manager or his/her designee, "Department of Toxic Substances Control" may be abbreviated "DTSC".

13. **Dispute**

Notwithstanding the current GTC, and in compliance with PCC 10381, DTSC adds:

Except as otherwise provided, if Contractor disputes a decision of Contract Manager regarding the performance under this Contract or other issue for which Contract Manager is authorized by this Contract to make a binding decision Contractor shall provide written dispute notice to Contract Manager within fifteen (15) calendar days after the date of receipt of the decision of Contract Manager.

The written dispute notice required shall contain the following information: 1) the decision under dispute; 2) the reason Contractor believes the decision of the Contract Manager is in error; 3) identification of all documents and substance of all oral communication which support Contractor's position; and, 4) the dollar amount in dispute (if known).

Contract Manager shall issue a dispute decision within ninety (90) calendar days of receipt of the dispute notice. A copy of this decision shall be sent to Contractor by certified mail, Return Receipt Requested, or by any other method which provides evidence of receipt.

The decision of Contract Manager shall contain the following information: 1) a description of the dispute; 2) a reference to pertinent Contract provisions; 3) a statement of the factual areas of agreement or disagreement; and, 4) a statement of Contract Manager's decision with supporting rationale.

The decision of Contract Manager shall be final and conclusive unless within thirty (30) calendar days from the date of receipt of Contract Manager's decision, Contractor files a notice of appeal addressed to the Director, DTSC.

In connection with any appeal proceeding under this Contract, both parties shall be afforded an opportunity to be heard and to offer evidence and oral argument in support of their positions. The Director or his designee shall appoint one or more examiners to conduct appeal proceedings and to make recommendations to the Director or his designee as to the proper findings and conclusions to be reached in the appeal. During the pendency of any dispute, Contractor shall diligently continue all Contract work and comply with all Contract Manager orders and directions.

14. **Entire Contract**

This Contract supersedes all prior Contracts; oral or written, made with respect to the services provided herein.

15. **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 Contract. California may pay any applicable sales and use tax imposed by another state.

16. **Health and Safety Responsibility**

Contractor shall be solely responsible for the health and safety protection of its employees.

17. **Insurance Requirements**

A. **General Requirements**

1. When the Contractor submits to DTSC a copy of this Contract signed by the Contractor, the Contractor shall simultaneously furnish to DTSC certificates of insurance for the Contractor, and any Subcontractor, as required, meeting all the requirements in this section. DTSC will not provide for nor compensate the Contractor for any insurance premiums or costs for any type or amount of insurance. Contractor is responsible for any deductible or self-insurance retention contained within their insurance program. In the event that Contractor, or any Subcontractor, 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 for cause upon the occurrence of such event.
2. All insurance companies must carry a rating acceptable to DTSC, and the Department of General Services' Office of Risk and Insurance Management (ORIM), if ORIM approval is required. If the Contractor is self-insured for a portion or all of its insurance, review and approval of financial information including a letter of credit may be required.
3. All required insurance in this Contract shall be primary, and not excess or contributory, to any other insurance carried by the State. Coverage must be in force for the complete term of the Contract, including any amendments. If any insurance expires during the term of the Contract, a new certificate must be provided to the DTSC Contract Manager at least ten (10) days prior to the expiration of the insurance. Any new insurance must comply with the requirements of this section.
4. Contractor agrees to notify the DTSC Contract Manager in writing within five business days before the effective date of any cancellation, non-renewal, or material change that affects the required insurance coverage. If any Subcontractor insurance is provided to meet this requirement, Contractor agrees to require Subcontractor to notify the Contractor and the DTSC Contract Manager in writing within five business days before the effective date of any cancellation, non-renewal, or material change that affects the required insurance coverage.
5. If Contractor uses any Subcontractors to complete performance of this Contract, Contractor shall include all Subcontractors as insureds under Contractor's insurance or supply evidence of insurance equal to the policies, coverages and limits required of Contractor in this Contract.
6. New certificates of insurance are subject to the approval of DTSC, and if approval is required, ORIM. Contractor agrees that no work or services shall be performed prior to the giving of such approval.
7. Any required endorsements must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance. Inadequate or lack of insurance does not negate the Contractor's obligations under the Contract. All insurance required by this

Contract must allow DTSC to pay and/or act as the Contractor's agent in satisfying any self-insured retention. The choice to pay and/or act as the Contractor's agent in satisfying any self-insured retention is at the State's discretion. All coverage and limits available to the Contractor shall also be available and applicable to the State.

B. Required Insurance

Contractor must maintain the following types of policies, in the amounts and pursuant to the terms specified below.

1. *Commercial General Liability*

Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against which claim is made, or suit is brought subject to the Contractor's limit of liability. The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the Contract.

2. *Professional Liability*

Contractor shall maintain Professional Liability covering any damages caused by a negligent error, act or omission with limits not less than \$1,000,000 per occurrence and \$2,000,000 policy aggregate. The Retroactive Date must be shown, and must be before the date of the Contract or the beginning of Contract work. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.

3. *Workers' Compensation and Employer's 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. In addition, employer's liability limits of \$1,000,000 are required. If applicable, Contractor shall provide coverage for all its employees for any injuries or claims under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or under laws, regulations, or statutes applicable to maritime employees. By signing this Contract, Contractor acknowledges compliance with these regulations. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to certificate.

18. **Licenses**

The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) required by law for accomplishing any work required in connection with this Contract.

In the event any license(s) expires at any time during the term of this Contract, Contractor agrees to provide agency a copy of the renewed license(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s), DTSC may, in addition to any other remedies it may have, terminate this Contract upon occurrence of such event.

19. **News Releases and Publicity**

The Contractor shall not issue any news releases or make any statement to the news media regarding the operational procedures of this Contract, the meetings or decisions related to this Contract, or to the status of work related to this Contract without prior written approval of DTSC.

20. **Potential Subcontractors**

Nothing contained in this Contract or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontractor 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.

21. **Release of Claims**

The acceptance by the Contractor of final payment shall be and shall operate as a release to the State of all claims and all liability to the Contractor for everything done or furnished in connection with this Contract and for every act and neglect of the State and others relating to or arising out of this Contract.

22. **Release of Data**

The Contractor shall not release or disclose any work products created, produced, or developed pursuant to this Contract to any person, except to Contractor personnel, attorneys, prospective vendors, Contractor's law firms, and other companies or individuals who are necessary for, and are to be directly involved in, the development, production, distribution of the data. Data include, but are not limited to, drafts or works in progress. The Contractor shall employ reasonable procedures to protect these data from unauthorized use and disclosure. The State retains the right to approve any procedures employed by the Contractor to comply with this provision.

The Contractor shall not release or disclose to other persons any work/data created, produced, or developed pursuant to this Contract, including but not limited to, drafts prior

to DTSC approval of the final work product. The State retains the right to approve any procedures employed by the Contractor to comply with this provision.

23. **Responsibilities Upon Termination**

After receipt of notification of termination of this Contract, and except as otherwise specified by the State, the Contractor shall stop work under this Contract on the date specified in the written notice of termination. In compliance with GC 11010.5(a), the Contractor shall do all of the following:

- a) Place no further orders for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Contract that is not terminated.
- b) Assign to the State, effective on the date of termination, in the manner, and to the extent specified by the State, all of the rights, titles, and interests for the Contractor under the orders in which case the State has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and reduce any settlement amount determined by the amount paid for such orders.
- c) Settle all outstanding liabilities and all claims arising out of such termination of orders and with the approval or ratification of the State to the extent the State may require. The State's approval or ratification shall be final for the purposes of this section.
- d) Upon effective date of termination of the Contract and the payment by the State of all items properly chargeable to the State hereunder, Contractor shall transfer, assign, and make available to the State all property and materials belonging to the State, all rights and claims to any and all reservations.
- e) Take such action as may be necessary, or as the State may specify, to protect and preserve any property related to this Contract which is in the possession of the Contractor and in which the State has or may acquire an interest.

24. **Rights to Data**

Notwithstanding any other provision of this Contract or its Exhibits, Contractor and DTSC understand and agree that the provision entitled "Copyrights and Ownership of Data" governs all ownership right to data files and databases.

25. **Severability**

Should any provision of this Contract be declared or found to be illegal, unenforceable, ineffective, or void, then each party shall be relieved of any obligations arising in such provision. All other provisions of this Contract shall remain in effect.

26. **Specialized Expertise**

The Contractor upon identifying the need of the specialized personnel shall notify the DTSC Contract Manager to obtain approval to subcontract for specialized expertise. The invoiced rates of the specialized expertise shall be at the bid amount or actual cost plus the handling fee and any applicable taxes, whichever is lower.

27. **Substitution of Subcontractors**

The Contractor must use the DVBE subcontractors and/or suppliers proposed to the State unless a substitution is requested. The Contractor must request the substitution in writing to DTSC and DTSC must approve the substitution in writing prior to commencement of any work by the proposed subcontractor/supplier. At a minimum, the substitution must include: a) a written description of the business enterprise to be substituted, including the DVBE certification status of the firm or if a non-DVBE subcontractor, the reason for this action; and b) a written notice detailing a clearly defined portion of the work identified both as a task and as a percentage share/dollar amount of the overall Contract that the substituted firm will perform.

28. **Termination for Convenience**

Notwithstanding GTC termination clause the DTSC adds the following:

DTSC may terminate performance of work under this Contract in whole or, from time to time, in part, whenever DTSC in its discretion determines that such termination is in the best interests of the State. DTSC shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof.

After receipt of a Notice of Termination, and except as directed by DTSC, the Contractor shall proceed with the following obligations, which shall apply immediately regardless of any delay in determining any payments due to the Contractor under this section. The Contractor shall: Stop work as specified in the Notice of Termination. Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continued portion of this Contract.

Terminate all subcontracts to the extent they relate to the work terminated. Transfer title and make delivery to DTSC of all articles, materials, work in process, and other things held or acquired by Contractor in connection with the terminated portion of this Contract. Resolve all outstanding liabilities arising from the termination of subcontracts and supplier Contracts. The resolution of such liabilities shall be subject to DTSC approval or ratification.

Upon receipt of Notice of Termination, Contractor shall be paid, at the rates specified in this Contract, for work performed and expenses incurred prior to the effective date of the Notice of Termination for Convenience and accepted by DTSC that could not by reasonable efforts of the Contractor have been avoided. In no event shall payment for these services and expenses exceed the maximum amount payable under this Contract.

29. **Travel and Subsistence Payments**

Reimbursement for necessary travel and per diem expenses shall be at rates not to exceed Department of Human Resources' Rules and Regulations. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from DTSC. The Contractor shall provide travel and per diem receipts to DTSC upon request.

30. **Workers' Compensation**

Contractor certifies and is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor affirms to comply with such provisions before commencing the performance of the work for this Contract.

By signing this Contract, the Contractor hereby warrants that Workers' Compensation Insurance is carried on all of its employees who will be engaged in the performance of this Contract. If staff provided by the Contractor are defined as independent Contractors, this clause does not apply.

31. **Accessibility Requirements**

Contractor must ensure that all products and services submitted, uploaded, or otherwise provided by the Contractor and its subcontractors under this Contract, including but not limited to data, plans, drawings, specifications, reports, operating manuals, notes, and other written or graphic work prepared in the course of performance of this Contract (collectively, the "Work"), meet the accessibility requirements set forth in Government Code sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Part 1194) (collectively, the "Accessibility Requirements"). DTSC may request documentation from the Contractor of compliance with the Accessibility Requirements and may perform testing to verify compliance. Contractor must bring into compliance, at no cost to DTSC, any Work by Contractor or its subcontractors not meeting the Accessibility Requirements. If Contractor fails to bring its or its subcontractors' Work into compliance with the Accessibility Requirements within five (5) business days of written notice from DTSC, or within the timeframe specified by DTSC in its notice, Contractor will be responsible for all costs incurred by DTSC in bringing Contractor's or its subcontractors' Work into compliance with the Accessibility Requirements.

EXHIBIT E

ADDITIONAL PROVISIONS – DEFINITIONS

1. **Accounting Practices and Direct Costs**

These costs are allowable for reimbursement to the extent that they are accounted for under generally accepted accounting principles and are reasonable, allocable and accounted for in a manner consistent with the Contractor's established, usual, and accepted accounting practices in charging costs to its other activities. To be reasonable, direct costs cannot exceed that which would be incurred by an ordinary prudent person in the conduct of the competitive business. To be allocable, direct costs performed in the Contract must not be otherwise charged to the Contract. Direct costs cannot be unlawful under any applicable statute and cannot be precluded from allow ability by any provision of the particular Contract of concern.

2. **Procurement and Contracting Officer or Designee**

The Department of Toxic Substances Control Official located in the Contract and Business Management Branch with delegated authority to sign Contracts and amendments. This individual has responsibility for all issues affecting or affected by the general terms and conditions of the Contract and any amendment(s) to the Contract.

3. **Contractor Representative**

The individual designated by the Contractor to represent the Contractor in the ongoing management and administration of the Contract, Work Orders and Field Orders issued under the authority of the Contract.

4. **Contractor**

The individual, partnership, association, or any combination thereof, who has entered into a contractual Contract with the State. The State may direct Contractors to work alone or in cooperation with other Contractors depending on the nature of the work required and the services provided by the Contractor.

5. **Costs**

Direct costs are those costs that can be identified specifically with a particular Work Order/Field Order and include personal services and travel.

Personal Service Costs: Individual or position rates/units of time. This cost is a fully loaded rate/units of time and includes any indirect, overhead and fringe benefit costs.

6. **Director**

The Director of the Department of Toxic Substances Control, State of California, or Director's designee.

7. **DTSC Contract Manager**

DTSC official designated in the Contract to represent the State in the ongoing management and administration of the Contract, Work Orders, and Amendments issued under the authority of the Contract. The DTSC Contract Manager serves as the focal point for all Contracts between the State and the Contractor. All notices from the Contractor to DTSC shall be directed to the DTSC Contract Manager.

8. **DTSC Project Manager**

The person or firm designated by the State to coordinate all activities performed by each Contractor assigned work at a specific property. Under the direction of the DTSC Contract Manager, the DTSC Project Manager may serve as the focal point for all work, required reports, billing, and work certification required by the Contract. A State employee will generally carry out these responsibilities or a Contractor hired specifically for this purpose.

9. **Equipment**

Any property with an original cost of \$500.00 or more, exclusive of sales tax; has a normal life of at least four years; and does not change its basic identity with use (e.g., not consumed by use, such as paper; or converted by fabrication into another form of property).

10. **Excluded Costs- examples of costs which are not allowable:**

- All mileage for ground transportation in excess of the rate prescribed by the State for reimbursement of non-represented employees.
- All advertisement costs.
- All bad debts including losses arising from uncollectible accounts and other claims, such as dishonored checks, employee advances, and related collection and legal costs.
- Unsupported general contingency costs.
- Entertainment costs to include amusements, social activities, and incidental activities relating thereto, such as meals, beverages, lodging, transportation and gratuities.
- All interest, fines and penalties paid on delinquent taxes.
- All other fines and penalties except those incurred as a direct result of compliance with a specific provision of the Contract.
- All gifts, contributions, and donations.
- Losses incurred under other Contracts.
- All Federal income taxes and Federal excess profit taxes.
- All taxes from which the Contractor could have obtained an exemption, but failed to

do so.

- Litigation costs (filing fees, legal fees, expert witness fees, and all other costs involved in litigating claims in court or before an administrative board.
- Pre-Contract costs incurred prior to the effective date of the Contract directly pursuant to and in anticipation of the award of the Contract.
- Costs incurred preparing, submitting and supporting bids and proposals.
- Actual losses that could have been covered by permissible insurance or were expressly covered by self-insurance.

11. **General and Administrative Costs**

The costs necessary for operations but not directly associated with developing a product or providing a service.

12. **Subcontractor**

A legal entity hired directly by Contractor to perform some designated portion of the work Contractor has agreed to perform for the State.