

Solicitation I-091001

Hazardous Substances / Materials Site Remediation

State of California

Bid I-091001

Hazardous Substances / Materials Site Remediation

Bid Number I-091001
Bid Title Hazardous Substances / Materials Site Remediation

Bid Start Date Nov 17, 2009 9:48:23 AM PST
Bid End Date Feb 1, 2010 3:00:00 PM PST
Question & Answer End Date Dec 17, 2009 3:00:00 PM PST

Bid Contact Desa Donahue
916-327-4031
ddonahue@dtsc.ca.gov

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The information published and/or responded to on these websites is public information. Confidential questions/issues/concerns should be directed to the contact on the ad.

Description

DTSC intends to award 5 separate Contracts. The Contractor's bid will contain fixed rates. The term will be 2 years with an option to amend for 1 additional year. Bids are expected from firms with specialized knowledge and skill in conducting the described scope of work in IFB.



Linda S. Adams
Secretary for
Environmental Protection



Department of Toxic Substances Control

Maziar Movassaghi
Acting Director
1001 "I" Street
P.O. Box 806
Sacramento, California 95812-0806



Arnold Schwarzenegger
Governor

INVITATION FOR BID (IFB)
IFB for Regional Site Remediation Contract
Notice to Prospective Bidders
IFB No. I-091001

November 17, 2009

You are invited to review and respond to the Department of Toxic Substances Control (DTSC) Invitation for Bid (IFB) entitled "Hazardous Substances/Materials Site Remediation", IFB No. I-091001. This solicitation will result in awarding five (5) Regional Site Remediation Contracts (RSRC) for the areas specified in the IFB. The RSRC will be implemented through separate Contracts identifying site specific projects and budgets for the work to be performed. In submitting your bid, you must comply with the instructions found herein.

Note that all Contracts entered into DTSC will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet Site www.ols.dgs.ca.gov/standardlanguage. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

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

Department of Toxic Substances Control
Business Services Branch
Attention: Desa Donahue
1001 I Street
Sacramento, CA 95812-0806
(916) 327-4031
(916) 323-2899 (FAX)
ddonahue@dtsc.ca.gov

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

Tamarra Axton, Chief
Contract Development Unit

Attachments

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A) Purpose and Description of Services

- 1) **Background.** The Department of Toxic Substances Control (DTSC) is responsible for protecting the public health and the environment from the effects of hazardous substances/materials. In carrying out this responsibility DTSC regulates the activities of hazardous waste generators, treatment, storage, and disposal facilities, and transporters of hazardous wastes. DTSC also reviews and approves closure and post-closure maintenance plans; conducts or oversees State and Federal "Superfund" and other Site cleanup activities; coordinates emergency response actions; and conducts hazardous substances property evaluations and assessments of abandoned sites.

There are approximately 1000 sites within the Brownfields and Environmental Restoration Program workload universe. Sites vary both in size and complexity but generally are associated with historical or current industrial operations where hazardous substances/materials have been or currently are being released to the environment. Recently proposed school sites, abandoned mining sites and pesticide contaminated sites have been identified which may also require cleanup activities. Past or current waste management practices at these sites have resulted in contamination to the underlying soil, groundwater, surface water and indoor air. Contractors, under this Contract, would be expected to implement interim or final corrective measures/remedial/removal actions to address releases of hazardous substances/materials to the environment. These actions may include but are not to be limited to the installation of caps; excavation and off-site disposal of contaminated soil, debris, or liquids; and construction and operation of soil vapor extraction system, groundwater extraction and treatment system or in-situ soil treatment system.

- 2) **Authority.** In an effort to cleanup these hazardous substance/materials sites, the California State Superfund Program (Chapter 6.8 of the California Health and Safety Code) was created in 1981. This statute authorizes DTSC to clean up hazardous substance sites which pose a threat or potential threat to the public health and/or the environment. Among other things, it authorizes DTSC to contract for professional technical data gathering and analysis, perform remedial and removal actions, and perform other related work at the sites. Further, Chapter 6.5 of the California Health and Safety Code authorizes DTSC to order and/or perform corrective action when DTSC determines that there is or may be a release of hazardous waste or hazardous waste constituents into the environment from a hazardous waste facility. Relatedly, DTSC's implementation of any Federally funded program for remediation services in this solicitation and award of contracts under this RSRC will be subject to compliance with all applicable Federal codes and regulations, requirements and/or grant conditions.
- 3) **Objectives/Intent.** Under this IFB, DTSC intends to award five (5) separate Contracts. The areas involved are 1) Northern Central (Sacramento), 2) Northern Central (Clovis Area), 3) Northern Coastal (Berkeley Area), 4) Southern (Chatsworth), and Southern (Cypress) see Figure 1. The Contractor's bids will contain fixed rates. The term will be two (2) years each, with an option to amend for one additional year. At the end of the Contract term, Contractor will transition the site work to new Contractor (if applicable). The transition will take place during an overlap of time between the ending term on one Contract and the beginning term of another. Bids are expected from firms with specialized knowledge and skill in conducting the work described in the General Scope of Work section. The overall objective of this IFB is to assist DTSC in meeting its commitment of reducing the risk of released hazardous substances/materials to public health and to the environment in an effective and expeditious manner. To insure the flexibility to achieve the protection of public health and the environment, DTSC reserves its authority to assign contractors to work in any regional location especially if resource limitations occur or conflict of interest problems arise.

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This IFB seeks bids from experienced and qualified firms to assist DTSC, as specified herein, in the implementation of activities necessary to prevent, mitigate or eliminate the release of hazardous substances/materials at sites located throughout the State of California.

The General Scope of Work section explains in detail the services to be provided by the selected Contractor for each of the five (5) California Regions identified in Figure 1. All services relate to preparation and implementation of control measures with respect to hazardous substance/material release sites in California. Contractors may submit bids for any or all five (5) regional locations. However, bidders will be restricted to an award of a maximum of two (2) Contracts. If any bidder is determined to be the lowest responsive, responsible bidder in more than two (2) regions, DTSC shall in its sole discretion select the two (2) regions to be awarded to that bidder.

4) General Scope of Work

The Contractor shall provide all the equipment, personnel, supplies, and materials necessary to perform the work.

The work/services required under this Contract are as follows:

- a) Development of Work Plans for Corrective Measures/Remedial/Removal Actions.
- b) Implementation of Corrective Measures/Remedial/Removal Actions.
- c) Development of Reports summarizing work completed.
- d) Transition Site work when a change of Contractor occurs.

In performing services, the Contractor may be required to: process and store all data whether generated by the Contractor or provided to the Contractor; prepare reports and participate in Project review meetings; prepare materials for public information; participate in public meetings and hearings; or provide testimony as an "expert" witness. At the end of the Contract term, Contractor will transition the site work to new Contractor (if applicable). The transition will take place during an overlap of time between the ending term on one Contract and the beginning term of another.

5) Work Orders for Corrective Measures/Remedial/Removal Actions

All work performed under the project specific Contract shall be directed by a Work Order and no work shall be commenced by the Contractor until a Work Order has been issued by the Contract Manager, or their designee. Work Orders are the written mechanism for implementing the terms and conditions of the direct project specific activities and allocating authorized funds under the project specific Contract. Upon approval, Work Orders shall become a part of the project specific Contract.

Work Orders shall be issued defining the project specific activities necessary to allocate funds authorized for those activities under the Project Contract. The Work Order will be prepared by or at the direction of the Contract Manager in consultation with the Contractor (see the attached Sample Contract, Exhibit A, Sample Work Orders).

Work Order shall include:

- 1. Work Order Approval Form, Exhibit A-1, which is attached and made a part hereof;
- 2. Detailed Scope of Work to be performed shall include the format and content of deliverables required;
- 3. Performance time schedule indicating when subtasks are to be completed and/or deliverables submitted;
- 4. Total amount of Work Order;

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5. Conditions of payment for the ordered services;
6. Detailed Project budget by subtask to perform specific element(s) of work; and
7. Identification of key Project staff by classification.

- a) Start Work Order. The Contract Manager shall issue a Start Work Order with the final approved Work Order. The Contractor shall not perform or undertake any work prior to the issuance of this Start Work Order nor conduct activities not indicated or addressed in the Work Order.

The Contractor shall immediately notify the Project Manager and the Contract Manager, or their designee, of any conditions or events that may interfere with completion of the work, or require a modification in the Work Order. The Contract Manager, in a reasonable time, will provide written direction to the Contractor clarifying any required adjustment to the Work Order. Any unauthorized modification of the Work Order, work in excess of that provided for in the Work Order, or changes and additions not authorized in writing by the Contract Manager will not be considered for compensation.

- b) Work Order Modifications

If after an approved Work Order has been issued, DTSC determines that change(s) are necessary (e.g., Scope of Work, total amount payable), the Contract Manager will issue an Amendment to the original Work Order.

The Work Order Amendment will include the reason(s) for the change(s), the specific change(s) in the work required, changes to or additional deliverables, schedule changes, budget augmentations and any adjustment to the Contractor's payments caused by the Amendment to the Work Order. If DTSC determines that minor modifications to a Work Order are necessary but will not affect cost of the Work Order, the Contract Manager, or designee, may instruct the Contractor in writing to make such modifications without issuing a formal Work Order Amendment.

If after an approved Work Order has been issued, DTSC determines that a change to the Work Order is necessary to meet time critical needs to implement the scope of work based on changed or unforeseen site conditions, a Field Order (See Exhibit A-2 in Sample Contract) may be issued. The Project Manager will coordinate with the Contract Manager or designee in order to provide this approval. The Field Order operates as an approved amendment to the Work Order.

- c) Stop Work Orders. DTSC, in its sole discretion, may cancel or stop work on a Work Order at any time for any reason. The Contract Manager or their designee will notify the Contractor in writing that the Work Order has been cancelled or suspended, and will authorize payment to the Contractor for actual work completed to date.
- d) Work Order Deliverables/Reporting Requirements. All deliverables and reports shall be delivered to the Contract Manager or to another location, as specified in the Work Order. Each Work Order shall specifically describe the work to be performed and/or the work product(s) to be delivered.
1. All technical reports and documents shall be signed, stamped and/or certified as directed by DTSC. For example:
 - A. Lab analyses shall be signed by the chemist responsible for the work.
 - B. Engineering reports shall be signed and stamped by an appropriate California Registered Professional Engineer as required in the California Business & Professions Code.

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- C. Geology and hydrogeology reports shall be signed by a Professional Geologist or Certified Engineering Geologist or appropriate California Registered Professional Engineer as required in the California Business and Professions Code.
 - D. Health and Safety Plans and other related reports shall be signed by a Certified Industrial Hygienist.
 - E. Reports that involve other disciplines shall be signed by an appropriately qualified professional.
 - F. Reports that involve two or more disciplines shall be signed by appropriately qualified professionals from each discipline.
2. All reports shall be prepared as detailed in the Work Order.

DTSC reserves the right to use and reproduce all reports and data produced and delivered pursuant to this Contract, and reserves the right to authorize others to use or reproduce such materials.

If requested, the Contractor shall prepare a monthly summary report for a Work Order. Should DTSC require more frequent or detailed progress reporting on specific Work Orders, the Work Order will specify the specific reporting requirements and funding.

6) Development of Work Plans for Corrective Measures/Remedial/Removal Actions

- a) Preparation of Work Plans. If, in the sole discretion of the Contract Manager, the scope of services needed requires a Work Plan, a Work Order may be issued directing the Contractor to prepare such a plan. This Work Plan shall be sufficiently detailed to fully describe the work to be performed and shall contain the following key tasks:
- 1. The Scope of Work arranged in logical order, including: major tasks to be assigned.
 - 2. A time-phased project schedule listing major subtasks and target dates start-up and completion points of subtasks and/or submission of deliverables.
 - 3. A detailed description of all deliverables.
 - 4. Support plans, such as site-specific Health and Safety Plan (HSP), transportation plan, dust control procedures and air monitoring plans.
 - 5. Identification of required permits.
 - 6. If required, signed by a person registered in California as a professional engineer in the appropriate field of engineering or other appropriate professional discipline.
 - 7. A statement regarding conflict of interest in performance of work by the Contractor and proposed subcontractors.
- b) Review and Approval of Work Plans. The Contract Manager or their designee will review the Contractor's proposed Work Plan and may require the Contractor to revise portions or the entire Work Plan to meet DTSC requirements or needs. Said revisions shall be completed and submitted within the timeframe specified by the Contract Manager.

7) Implementation of Corrective Measures, Remedial or Removal Action.

- a) Contractor Services. The Contractor shall have the capability to provide or be able to obtain the services listed below.
- 1. Construct and operate groundwater extraction and treatment system or soil vapor extraction and treatment system or similar treatment facilities in accordance with approved design, drawings and specifications provided by DTSC.
 - 2. Construct and operate in-situ treatment systems in accordance with approved design, drawings, and specifications provided by DTSC.

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3. Construct and maintain engineered and vegetative caps in accordance with approved designs, drawings and specifications provided by DTSC.
4. Excavate and off-site dispose of contaminated soils to an approved permitted facility.
5. Remove non-containerized hazardous substances or materials to an approved permitted facility.
6. Consolidate and remove drums, barrels, tanks, or other bulk containers that contain or may contain hazardous substances/wastes to an approved permitted facility.
7. Evacuate and remove underground or above ground storage tanks containing liquid wastes and dispose of contents to an approved off-site permitted facility.
8. Construct or install physical barriers to deter the spread of hazardous substances/materials.
9. Perform general site preparation and earthwork, including grading, drainage control and stabilization of berms, dikes or impoundments and removal of non-hazardous debris.
10. Collect confirmation samples in accordance with an approved sampling plan.
11. Perform sampling and water level measurements of ground water monitoring wells, and perform sampling of surface water, soil, soil-gas and air.
12. Decommission monitoring wells or any vertical conduits.
13. Install temporary cover/cap over contaminated soils or sludge.
14. Demolish or construct structures.
15. Install fences and warning signs and implement any other site control precautions.
16. Provide site security guard service.
17. Provide weed abatement.
18. Conduct necessary general site maintenance.
19. Sample liquids and solids and deliver samples to a State of California certified laboratory (see item 6.g of this section).
20. Provide bottled water for domestic use.
21. Provide and maintain weekly on-site sanitation facilities such as showers and toilets.
22. Other services as directed by DTSC.

All services provided by the Contractor related to the excavation, handling, management and disposal of hazardous substances/materials shall be performed in accordance with all applicable State, Federal and local laws, ordinances, and regulations. Reports and deliverables shall be submitted in accordance with the specification outlined in the Work Order Deliverables/Reporting Requirements section above.

- b) Cleanup of Work Areas. The Contractor shall not contaminate the project area. The Contractor shall not dispose of chemical, fuels, oils, rubbish, or other materials onto the ground. The Contractor shall remove from the site all equipment, unused materials, temporary facilities and other miscellaneous items resulting from or used in the implementation of remedial or removal action. The Contractor shall replace or repair any facility damaged during the activities. The Contractor shall clean up site to the satisfaction of DTSC.
- c) Decontamination of Personnel and Equipment. The Contractor shall be responsible for decontamination of equipment and personnel on-site in accordance with the HSP. The Contractor shall equip, supply, and maintain an on-site decontamination station for remediation equipment and personnel. The Contractor shall ensure that this station has the capability to contain and collect all fluids involved in or generated by the decontamination procedure. The Contractor shall be responsible for providing containers to store and properly dispose of decontamination materials.
- d) Enforcement Support. If requested, the Contractor shall support enforcement proceedings on a project. Such proceedings may be directed toward obtaining an injunction against continued use of the site, an order to undertake remedial or removal action, recovery of

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costs incurred by DTSC in undertaking such actions, or other civil, criminal, or administrative enforcement actions. The work will be directed by DTSC to ensure that all the necessary data are collected and proper chain-of-custody procedures required to support court proceedings are observed.

The following enforcement support tasks may be required:

1. Collection and review of available data and background information about a Project. This data may include information about the nature of the waste present (e.g., type, amount, and source), waste management practices at the Site or Site conditions (e.g., geological conditions of the area, potential for or existence of contamination in soil, water, and soil gas), and health data (e.g., history of incidents, population at risk).
 2. Chain-of-Custody. The Contractor shall be required to implement document control and chain-of-custody procedures.
 3. Documentation. Photographs may be required to document conditions at the Site. Mapping of a Site may also be required, as may location of sampling of soil, surface water, soil gas and ground water. Special displays may have to be prepared.
 4. Provision of Expert Testimony. The Contractor may be required to provide testimony during enforcement proceedings, or locate and subcontract for other qualified individuals who would serve as expert witnesses for a given Site. Preparation of affidavits and depositions will be required.
 5. Identification of potentially responsible parties.
 6. Other enforcement support as required.
- e) Expedited Implementation of Removal Actions. In cases where DTSC determines that a removal action must be implemented as soon as possible in order to prevent or mitigate immediate or significant risk or harm to human life or health or to the environment, the Contractor shall be capable of initiating the specified removal actions within a one-week notice.
- f) Health and Safety Program and Project-Specific Safety and Health Plans. The Contractor shall coordinate and implement a health and safety program as outlined in both Federal and State statutes. The health and safety program shall include, but not be limited to, the following:
1. Firms health and safety policies and responsibilities,
 2. Key personnel and their health and safety responsibilities,
 3. Employee responsibilities,
 4. Personal protective equipment program,
 5. Respiratory protection program,
 6. Medical surveillance program,
 7. Exposure monitoring program,
 8. Training program,
 9. Access to employee exposure and medical record,
 10. Hazard communication program, and
 11. Hearing conservation program.

The Contractor shall, when directed by DTSC, prepare, coordinate, and implement project specific safety and health plans in accordance with the requirements of Section 5192 of Title 8, California Code of Regulations (CCR) and 29 Code of Federal Regulations (CFR) 1910.120 and all applicable State, Federal and local laws, ordinances and regulations.

The Contractor shall perform all work in accordance with the Project specific HSP as approved by DTSC. Noncompliance by the Contractor personnel with that plan is grounds

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for a Stop Work Order or dismissal of the Contractor with payment only for the work completed.

All contractors and all subcontractors shall be given a copy of the Project Specific HSP prior to entering the site. Any supplemental HSPs prepared by any subcontractor shall also be prepared in accordance with the regulations and guidance identified above. The prime Contractor will be responsible for ensuring that all subcontractor supplemental HSP's will follow these regulations and guidelines.

g) Laboratory Services.

1. Chemical Laboratory Services. The Contractor shall subcontract with an independent laboratory certified by the State of California to perform the particular analysis to obtain physical and chemical analysis of samples of air, waste, soil, soil gas, or other solid matter, and water, or other liquid matter. The Contractor shall evaluate quality assurance and quality control data and also provide interpretations and reports describing the analytical results. The Contractor shall insure that the laboratory has the capacity to provide the raw analytical data in an electronic format. The Contractor shall have the capability to provide the PDF data to DTSC and, if requested, convert PDF data to Excel, Word or other comparable data management software.

Chemical laboratory shall provide validation and assessment of data provided by DTSC or its contractors. This effort will assure usability of data as related to Project objectives. The review will include, but not be limited to, the following:

- a. Sample holding periods
 - b. Instrument calibrations
 - c. Standards
 - d. Analytical methodology
 - e. Detection limits
 - f. Blanks
 - g. Accuracy and precision
 - h. Data reduction and reporting
 - i. Chain-of-custody
2. Soils Laboratory Services. The Contractor shall conduct or subcontract with a laboratory to obtain a full range of physical testing needed for engineering purposes, including but not limited, to:
 - a. Triaxial shear test up to four (4) inch diameter, unconfined and confined compression test up to four (4) inch diameter, consolidation and compaction,
 - b. free and confined swell, field (double ring infiltrometer) and laboratory permeability
 - c. in-place density (sand cone and nuclear gage),
 - d. soil classification (Attberger limits, sieve analysis, etc.), and
 - e. ion exchange capacity and organic carbon content, in accordance with standard test procedures (ASTM, ASSHO, etc.).
 3. Industrial Hygiene Laboratory Services. The Contractor shall conduct or subcontract with a laboratory to obtain sample analysis and related activities in support of the health and safety program and other related activities conducted at the project.
 4. Contractor's Responsibility. The Contractor shall be responsible for the collection and delivery of all samples to laboratories in accordance with State approved procedures. The Contractor shall be required to coordinate with the laboratory with respect to scheduling workload and other special requirements of the laboratory. The Contractor

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shall be responsible for providing or obtaining multiple copy chain-of-custody forms acceptable to the laboratories. The Contractor shall be responsible for any errors, omissions or delays in analysis performed by laboratories. The Contractor shall be responsible for informing DTSC of any problems or situations with respect to the laboratories, which could reasonably be expected to affect performance under this Contract.

- h) Mobilization and Demobilization. The Contractor shall provide all work necessary to transport all personnel, material, and equipment to and from the site, set up and remove all offices and/or other necessary facilities, and clean up each project site. This includes cleaning of all equipment prior to initiating work and following completion of work as specified in the Decontamination of Personnel and Equipment and Cleanup of Work Areas (sections c, and b, respectively of this Scope of Work) or as directed in a Work Order.
- i) Monthly Progress Report. If requested, the Contractor shall prepare a monthly summary report for a Work Order. Should DTSC require more frequent or detailed progress reporting on specific Work Orders, the Work Order will specify the specific reporting requirements and funding.
- j) Personal Sanitation Facilities. The Contractor shall provide on-site personal sanitation facilities for field staff. These facilities shall include, but not be limited to, eyewash stations, shower, and toilet facilities. These facilities shall be properly cleaned and maintained by the Contractor.

8) Review and Approval of Contractor Performance, Deliverables and Work Products

- a) The Contract Manager, or designee, will ensure that the Contractor performs to DTSC's satisfaction all work performed under the Contract prior to approving Contractor's performance and authorizing payment.
- b) Prior to approval, the Contract Manager, or designee, will review the deliverables and/or work product(s) and take reasonable measures to ascertain they meet the format and content requirements specified in the Work Order. The Contractor may be required to revise the deliverable(s) and/or work product(s) prior to DTSC approval and authorization for payment. DTSC's review and approval of Contractor's work shall not relieve or excuse the Contractor from any obligations to perform fully and adequately under this Contract and any amendments and Work Orders.
- c) DTSC, at its sole discretion, may remove the Contractor or any subcontractor from work on a site at any time for any reason.

9) General Requirements

- a) DTSC will provide site access.
- b) The Contractor shall supply all utility services required for the Contractor's work at each site and will be reimbursed by DTSC on actual invoices from utility companies (no General and Administrative Percentage allowed).
- c) The Contractor shall ensure that all necessary equipment, materials, and personnel are present at the site and in operating condition at the beginning of each workday as specified by DTSC. DTSC shall be the sole judge of whether equipment is in "operating condition" within the meaning of the term as used herein. It is the Contractor's responsibility to have equipment in good working order at no cost to DTSC.
- d) The Contractor shall procure the necessary permits to conduct the specified work, and will be reimbursed by DTSC at cost based on actual invoices.

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- e) The Contractor shall not be paid for down time or time loss due to equipment breakdown or malfunction or not having the required equipment, materials or personnel on-site or other loss time due to Contractor negligence in securing sub-contracts needed to conduct specified work.
- f) Standby Time
 - 1. DTSC may authorize Standby Time when the Contractor is prevented from performing the necessary work due to no fault of its own. DTSC may authorize Standby Time in situations involving site access problems or delays caused by other DTSC contractors or personnel.
 - 2. The Contractor shall petition DTSC immediately, (same day or within 3 hours of event causing delay, whichever is less) for an allocation of Standby Time. Any petition must contain hourly log data documenting Site field conditions and the reasons for the claim. DTSC will respond to the contractors claim within 24-hours of receiving the petition.
- g) The Contractor shall ensure that equipment operators have the necessary training and are qualified to perform all work specified within industry standards.
- h) Data Management.
 - 1. The Contractor shall provide electronic storage, search, retrieval, and other management of data collected in the course of any activity undertaken pursuant to this Contract and other data specified by DTSC. These data may include:
 - a. Project descriptions,
 - b. coordinates and elevations of sampling stations and features of Sites,
 - c. results of environmental measurements,
 - d. remedial action schedules, and
 - e. costs, obligation and outlay projections, and other financial information.

The principal sources for the data are current contaminant levels, confirmation sampling, and construction drawings including as-built and final drawings. All data are the property of DTSC.

- 2. Data handling services shall include, but are not limited to, the following capabilities:
 - a. Producing data processing products and providing data processing services with editable capabilities in conformance with typical data processing industry standards, which include:
 - i. Access
 - ii. Excel
 - iii. Word
 - iv. Microsoft Project
 - v. Computer Aided Design Software
 - b. Modification of information systems (formats may be specified by DTSC).
 - c. Processing, including: rearranging, sorting, searching, retrieving, computing, formatting and displaying output (tabular printouts, and graphs) on screens (CRT), paper, and other media.
 - d. Personal computers for field uses.
 - e. Submittal of invoices electronically, backed up in searchable PDF on a CD.
 - f. Submittal of technical documents, written reports, and laboratory data electronically, backed up in searchable PDF format on a CD.
- j) Management Systems and Project Coordination. Contractor shall have the capability to coordinate and manage large-scale, complex, and multifaceted projects related to all phases of activities required by this Contract. This includes but is not limited to: implementation and operation of management systems; to plan, schedule, and coordinate resources; to track and report on work activities, work progress, funding of specific

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activities, and assignment of accountability for work products. (Bidder must complete and reference as **Attachment 7.**)

k) Disposal.

1. Preferred disposal methods shall be those that are most cost-effective to the State, utilizing the most appropriate and nearest geographically disposal Site available to accept the waste.
2. The Contractor shall assure DTSC that disposal Sites used are approved by Federal, State and local governments and that there are no known pending administrative or judicial actions to restrict their use. DTSC may require at the time of disposal at least three bids for disposal of wastes that are not a part of the Contractor's bid rates.
3. Contractor shall provide annually a cost price analysis for the disposal/recycling of waste streams. This analysis should be based on a minimum of three estimates derived from the disposal/recycling facilities most commonly used.

10) Subcontracting Requirements

- A. Bidder must identify subcontractors to be utilized for the services identified in this IFB (**Attachment 6**). For Project specific services not detailed in the site specific Project Contract, the Work Orders will specify the Contractor obtain written estimates from at least three (3) subcontractors. The Contractor will be required to select a subcontractor based on the subcontractor's cost estimate, qualifications to do the specific task, and availability. The Contractor will be required to obtain approval from the DTSC Contract Manager prior to utilizing the subcontractor's services.
- B. In the event a subcontractor identified in the IFB is unavailable, Bidder may substitute another subcontractor meeting the minimum requirements that has been chosen using a competitive bid process.
- C. Identify the subcontractors (complete **Attachment 6.**) that you intend to use to accomplish the tasks assigned under this Contract, particularly if the subcontractor or their services are cost items that impact the total amount bid.

Cost billed for subcontracted services which are also listed in Attachment 4A shall not exceed the bid rate. For example, If a fixed rate has been established for a labor category set forth in the Contract Rate Schedule (aka Bidder's Cost Sheets) for the Contractor, but the Contractor decides to provide that labor category through a subcontractor, reimbursement for that labor category shall be at cost (including applicable indirect cost), but shall not in any event exceed the bid rate established in this Contract for that labor category for the Contractor. Additional services may be subcontracted with the approval of the Contract Manager.

11) Fully Loaded Rates

Fully loaded rates are what the state will pay for. The State considers the following items to be part of fully loaded rates: all salaries, indirect costs consistent with cost accounting practices, prevailing wage rates (including all record keeping relating to prevailing wage rates, apprenticeship programs and potential penalties), overhead, metric conversion expenses, monthly expenditure tracking, coordination and oversight of Contractor, general and administrative expenses, including bookkeeping, accountants, and general administrative support, and profit. They shall also include all support services (training, mailing, including all expedited deliveries, photocopying, telephone, cellular phones, etc.); materials (paper,

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binders, report covers, postage, office supplies, ice, field supplies, etc.); office equipment (personal computers, calculators, table and chairs for mobile trailer, any on-site equipment including laptop/computers, printers, faxes, staplers, etc.); field equipment (tools, bailers, consumables, duct tape, digital camera, video camcorder equipment, etc.) necessary to perform as required in a manner consistent with normal industry standards, except such equipment as are included as a Contract Rate in Exhibit B.

The following items shall be provided by the Contractor at no additional cost to the State as necessary to perform as required and in a manner consistent with normal industry standards: sampling equipment (jars, coolers, markers, ice, paper towels, etc.); real time hand-held monitoring equipment (dust meters, PID, etc.); small hand tools (hammer, shovels, wrenches, screwdrivers, push brooms, pliers, drills, saws, weed eater, chainsaw, distance wheels, utility knives, mops, ladders, post hole digger, rakes, sledge hammer, etc.); and health and safety equipment and supplies (drinking water, Gatorade, ChapStick, sunscreen, First Aid kit, fire extinguisher, protective clothing for level D, including coverall, hard hats, eye protection, steel-toed boots, rain gear, respiratory equipment; work gloves, decontamination equipment, shop towels, liner bags, hand cleaners, buckets, soap and scrub brushes, tarps for decontamination areas, cleaning solutions, air horns, etc.), except if the above items listed are included as a Contract Rate in Exhibit B.

Travel and per diem (lodging and meals) are not included in the fully loaded rates. Separate reimbursement for per diem shall be allowed when specifically authorized by the State and shall not exceed rates established by the California Department of Personnel Administration (DPA) for non-represented employees. (See website: <http://www.dpa.ca.gov/jobinfo/statetravel.shtml>). Overtime is not included in fully loaded rates.

12) Questions

All questions pertaining to this bid may be referred to the following. All questions pertaining to this IFB must be received by 3:00 p.m. as identified in Key Action Dates. Questions shall be submitted via e-mail with the bid number appearing in the title.

Submit Questions To:

Desa Donahue

E-mail: ddonahue@dtsc.ca.gov

Comments or responses to oral inquiries shall not be binding.

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FIGURE 1**BROWNFIELDS AND ENVIRONMENTAL RESTORATION PROGRAM REGIONS**

REGION	COUNTIES
Department of Toxic Substances Control 8800 Cal Center Drive Sacramento, California 95826 (916) 255-3545 (916) 255-3696 FAX Northern California – No. Central	Trinity, Siskiyou, Modoc, Shasta, Lassen, Tehama, Plumas, Glenn, Butte, Sierra, Lake, Sutter, Yuba, Colusa, Nevada, El Dorado, Sacramento, Yolo, San Joaquin, Placer, Amador, Calaveras, Alpine, Mono, Tuolumne, Stanislaus, and Solano (east).
Department of Toxic Substances Control 1515 Tollhouse Road Clovis, California 93611 (559) 297-3901 (559) 297-3931 (FAX) Northern California – So. Central	Merced, Mariposa, Madera, Fresno, Kings, Tulare, Inyo, Kern, and San Luis Obispo.
Department of Toxic Substances Control 700 Heinz Avenue, Suite 200 Berkeley, California 94710-2721 (510) 540-2122 (510) 540-3819 (FAX) Northern California - Coastal	Del Norte, Humboldt, Mendocino, Sonoma, Napa, Marin, San Francisco, Contra Costa, Alameda, San Mateo, Santa Clara, Santo Cruz, San Benito, Monterey, and Solano (west).
Department of Toxic Substances Control 1011 Grandview Avenue Chatsworth, California 91201 (818) 551-2800 (818) 551-2874 (FAX) Southern California – Chatsworth	Santa Barbara, Ventura, and Los Angeles.
Department of Toxic Substances Control 5796 Corporate Avenue Cypress, California 90630 (714) 484-5300 (714) 484-5474 (FAX) Southern California - Cypress	San Bernardino, Riverside, San Diego, Imperial, and Orange.

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FIGURE 2
TRAVEL RATES

All travel must be pre-approved by DTSC's CONTRACT MANAGER

The State website for travel reimbursement and conditions is:
<http://www.dpa.ca.gov/jobinfo/statetravel.shtm>

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B) Bidder Minimum Qualifications

This IFB is for five (5) bids. Bidders must demonstrate that they can meet or exceed the required qualifications upon submission of bid and throughout the term of the Contract. Bidder shall have successful experience with similar services or products of such services to be provided as described above.

Bidder shall have available 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.

There is no established format for this bid submittal. To ensure that DTSC's evaluation staff give full credit to those responding to the IFB, DTSC would prefer that bidder take each question individually and provide the documentation that meets the required qualifications before moving to the next one. All information must be included for the bid to be considered responsive.

1) Regional Office with Dedicated Staff

At the time of bidding, bidder shall have an established, fully functional, California office, within the Region(s) bid upon (see Figure 1 on page 16) and within a 100-mile radius of the respective DTSC Regional Office.

Bidders "office" must be capable of handling all requirements in the bid and shall be maintained throughout the life of the Contract. Bidder's office shall be adequately staffed with personnel dedicated and assigned to that office. A mailing address or postal box does not qualify as an "office". At a minimum the office must be equipped with telephone and electrical services. Alternatively, if the bidder does not have an established, fully functional office at the time the bids are due for this IFB, then the bidder shall submit a proposal with the bid, describing how they will have a fully functional office that meets this requirement at the time the RSRC is awarded.

Additionally, if a bidder submits a bid on both Chatsworth and Cypress regions or any two adjacent regions, and is awarded a RSRC in both regions, and intends to maintain a single office headquarters to satisfy resource requirements in both regions, then that bidder must demonstrate, prior to time of the award, that they are "doubled staffed" at that office with adequate personnel dedicated and assigned to that office. This requirement means, for example, one team of required staff for Chatsworth Region and another one for Cypress Region that meets the Minimum Qualifications, Section B, Item 10 of this IFB for each region.

2) Conflict of Interest Disclosure

Provide a disclosure statement that certifies no known present or potential conflict of interest exists.

3) Accuracy of Representation

Provide a statement indicating that by signature on this letter, bidder certifies under penalty of perjury the accuracy of the representation made with regard to Contractor's license number, class and expiration. Complete **Attachment 3**.

4) Health and Safety Program Certification

Provide a statement certifying that Bidder's Health and Safety program meets requirements in Title 8, California Code of Regulation, Section 5192, and 29 CFR 1910.120. A complete copy of the Health and Safety Program need not be submitted to meet this requirement; only the

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certification statement is required. See Reference Health and Safety Program and Project-Specific Safety Health Plan, Item 7.f. of this IFB.

5) Organization Chart

Provide a copy of Bidder's Organization Chart.

6) License and Registration

Provide for Bidder and any identified subcontractors in the bid, one copy and a reference to an internet web page to verify (if available) of each current license, registration, certificate, including but not limited to:

- a. Class A - General Engineering License including expiration date,
- b. Registered professional engineer license including expiration date,
- c. Professional geologist license including expiration date (if one is being identified),
- d. Certified Industrial Hygienist license including expiration date, and
- e. Laboratory's State of California Certification.

7) Five Year Class A Experience

Provide documentation that the Bidder has had a Class A (General Engineering) license for five years with five years experience in implementation of remedial actions at hazardous substances/materials site(s). Additionally, the Bidder shall meet the certification requirements of Business and Professions Code Section 7058.7 and Labor Code Section 142.7. To comply with the five-year requirement as a licensed general engineering Contractor, DTSC will accept either the Bidder's documentation to show that they have held the license for five years or, if the business has been in existence for less than five years, then the responsible managing employee (RME) must have held the general engineering license for more than five years. In either case, documentation must be submitted to show that the general engineering license has been held for the five years.

In addition to the Bidder's experience, DTSC will only accept experience from either the program manager, the registered professional engineer, or RME work experience from former companies to count toward the minimum qualifications provided that employee is identified as one of the staff resources within the bidder's packet and is an employee of the Bidder.

8) Bidder References

Complete **Attachment 5** by listing three references for services performed in the last five years which are similar to the scope of work to be performed in this Contract. Disclosure statements per H & S Code Section 25112.5 are also required as part of the submittal for this item.

9) Description of Experience

Hazardous substances/materials for the purpose of this IFB do not include: petroleum, gasoline, diesel or oil. A bidder cannot count as part of their minimum qualifications projects where the primary contaminants were petroleum, gasoline, diesel, or oil. However, DTSC will accept projects with multiple constituents provided petroleum related compounds are not the primary contaminants of concern.

Regarding the following qualifications, the bidder must possess the experience and submit documentation that fully describes completion of the following (a-g):

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- a) One completed hazardous substance/material soil removal of at least 1000 cubic yards within the last three years. The description must include the name of the project; its location; the name and telephone number of a contact person; when project occurred; a listing of the primary chemicals of concern; and a description of the remedial action taken by the bidder. DTSC will not accept a series of small soil removal actions conducted for the same organization or company at different times or locations as a method to show an aggregate 1000 cubic yards.
- b) One completed engineered cap using either concrete and/or asphalt or one completed vegetative cap constructed by the bidder involving a hazardous substances/materials project within the last five years. The description must include the name of the project; its location; the name and telephone number of a contact person; when did the project occur; a listing of the primary chemicals of concern; and a description of the remedial action taken by the bidder.
- c) One completed separate and distinct groundwater or soil vapor extraction and treatment facility constructed involving a hazardous substances/materials project within the last five years. The description must include the name of the project; its location; the name and telephone number of a contact person; when the project occurred; a description of the problem that needed to be addressed (e.g., TCE/PCE contamination in soil and groundwater); a listing of the primary chemicals of concern; and a description of the remedial action taken by the bidder.
- d) One completed separate and distinct green remediation conducted involving a hazardous substances/materials project within the last five years. (**Green Remediation:** *The practice of considering all environmental effects of remedy implementation and incorporating options to maximize the net environmental benefit of cleanup actions. Examples: [http://www.cluin.org/greenremediation/docs/examples_of BMPs add your own.pdf](http://www.cluin.org/greenremediation/docs/examples_of_BMPs_add_your_own.pdf)*) The description must include the name of the project; its location; the name and telephone number of a contact person; when the project occurred; a description of the problem that needed to be addressed (e.g., TCE/PCE contamination in soil and groundwater); a listing of the primary chemicals of concern; a description of the remedial action taken by the bidder, and how the project meets the principles of green remediation.
- e) Two separate contracts the bidder procured and ultimately implemented where the initial bid was between \$100,000 and \$500,000. The description must include the name of the project; its location; the name and telephone number of the contact person; when the project occurred; a problem that needed to be addressed; project duration; the original budget and the final cost of the project. The costs need to be broken out by total labor, equipment, supplies/material, subcontracted services, and miscellaneous charges. If there was a significant difference between the submitted bid and the final charges, describe what resulted in this change.
- f) Two separate contracts the bidder procured and ultimately implemented where the initial bid was between \$500,000 and \$1,000,000. The description must include the name of the project; its location; the name and telephone number of the contact person; when the project occurred; a description of the problem that needed to be addressed; project duration; the original budget and the final cost of the project.. The costs need to be broken out by total labor, equipment, supplies/material, subcontracted services, and miscellaneous charges. If there was a significant difference between the submitted bid and the final charges, describe what resulted in this change.

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- g) One contract the bidder procured and ultimately implemented where the initial bid was over \$1,000,000. The description must include the name of the project; its location; the name and telephone number of the contact person; when the project occurred; a description of the problem that needed to be addressed; project duration; the original budget and the final cost of the project. The costs need to be broken out by total labor, equipment, supplies/material, subcontracted services, and miscellaneous charges. If there was a significant difference between the submitted bid and the final charges, describe what resulted in this change.
- h) Provide a statement certifying that Bidder has had no serious or willful safety violations or warnings have been issued to bidder by either Fed/OSHA, Cal/OSHA, local fire marshal or inspector, or a local/State/Federal environmental health agency involving hazardous substances/materials. Provide a detail listing and copies of any report of violations, letters, warnings, or citations issued by the agencies regarding safety issues over the last five (5) years. These include any that were classified as regulatory, general or serious. Please include Certifications of Violation of Correction and/or description of the corrective actions taken and whether bidder was found to be a repeat violator.
- i) Provide a statement certifying that Bidder has had no problems regarding Projects that have been performed for Federal, State, or local governmental agencies that resulted in an adverse judgment or administrative ruling, debarment, or disciplinary action by a government agency. Provide a listing of all local, State or Federal Projects the bidder has conducted any work on in the last five (5) years, whether the bidder roles was as the prime or subcontractor, and include the name and telephone of the contract manager for that Project and date of the bidder's involvement. Also include the type of services that the bidder provided, work that was completed, and the final costs of the work.
- j) Provide a description (complete **Attachment 7.**) of the bidder's capability to coordinate and manage large-scale, complex, and multifaceted Projects related to all phases of this Contract.

10) Bidder Resources

A completed Bidder Staff Resource Form, **Attachment 2** for each of the minimum number of personnel required. For this IFB the minimum number of personnel includes: one program manager and two (2) foremen, one registered civil engineer, one non-registered engineer, three (3) equipment operators, one certified industrial hygienist, and one cost estimator. Information must be provided to show that these individuals have the experience outlined below in the Staff Descriptions.

The Program Manager and Registered Civil Engineer shall be employee's of the Bidder. If the Program Manager or Registered Civil Engineer identified in the bid is no longer employed by the Bidder or is unavailable, an equally qualified replacement shall be identified and their credentials shall be provided to DTSC with 30-days for approval.

Staff Descriptions. The following staff descriptions and qualifications shall be used to define the required staff qualifications and preparing the bidder cost sheets.

- a) Program Manager. The program manager will oversee all activities under this Contract. The program manager must be knowledgeable in hazardous substances/materials site remedial actions, coordinating with other contractors, following written specifications, and general oversight of medium size projects. The program manager will be the principal contact person for work orders. The program manager will have five years experience in hazardous substances/materials site remediation activities and implementing safety plans;

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of which two years must be direct on-scene field experience and a minimum of three years of the required experience in managing and supervising multidisciplinary cleanup personnel; must demonstrate knowledge of heavy equipment operation, field construction, cleanup and mitigation actions, disposal and treatment operations.

- b) Field Foreman. The foreman will oversee and coordinate site specific operations. The foreman will be experienced in earthwork, heavy equipment, and hazardous substances/materials site remedial action implementation. Each foreman shall have three years experience in hazardous substances/materials site remedial action implementation.
- c) Engineer (unregistered). The engineer shall have experience for the engineering work in connection to the site remediation activities. The engineer shall have a minimum of 2 years of experience conducting engineering activities in connection with hazardous substances release investigation, feasibility analysis and design and/or construction oversight. The engineer must have an engineering degree in civil, chemical, mechanical, environmental, or waste management from an accredited college.
- d) Civil Engineer (registered). The engineer shall have experience for the engineering work in connection to the site remediation activities. The engineer must possess a valid certificate as a registered civil engineer issued by the California State Board of Registration for Professional Engineers. The engineer shall have a minimum of 5 years of experience conducting engineering activities in connection with hazardous substances release investigation, feasibility analysis and design and/or construction oversight.
- e) Cost Estimator. The cost estimator will be responsible for developing detailed cost estimates for implementing remedial/removal actions covering labor (classifications and hours), subcontractors, equipment, materials, supplies, and travel. The estimator should have 3 years of experience preparing detailed cost estimates for Projects between \$500,000 and \$1,000,000.
- f) Drafter. The drafter will be responsible for preparing detailed plans and drawing using the standard CADD or similar software. The drafter should have 3 years preparing detailed plans using standard software.
- g) Geologist (Unregistered). The geologist shall have experienced for the geologic work/assessment in connection to the site remediation activities. The geologist shall have a minimum of 2 years of experience conducting geological activities in connection with hazardous substances release investigation, feasibility analysis and design and/or construction oversight.
- h) Geologist (Registered). The geologist will be responsible for the geologic work/assessment in connection to the site remediation activities. The geologist shall possess a valid certificate as either a professional or certified engineering geologist issued by the California State Board of Geologists and Geophysicists. The geologist shall have a minimum of 5 years of experience conducting geological activities in connection with hazardous substances release investigation, feasibility analysis and design and/or construction oversight.
- i) Certified Industrial Hygienist. The certified Industrial Hygienist will be responsible for writing the health and safety plans and insuring that personnel are in compliance with plans. The certified Industrial Hygienist must be certified and shall have knowledge in hazardous substances/materials site remedial and removal actions, coordinating with other contractors and the application of health and safety practices to field practices. Certified Industrial Hygienist shall have a minimum of 3 years experience in management of

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hazardous substances/materials site health and safety activities and a minimum of one year in applying health and safety practices to site cleanups.

- j) Scientist. The scientist shall have experience in biological, chemical or physical scientific issues related to site remediation activities. The scientist shall have a minimum of 2 years of experience conducting scientific activities in connection with hazardous substances release investigation, feasibility analysis and construction oversight.
- k) Technicians. The technicians will engage in the type of work not routinely performed by tradecraft labor (e.g., sampling and completing chain-of-custody forms, and other routine tasks). Technicians shall be knowledgeable in working with hazardous substances/materials site remediation.
- l) Equipment Operators. The equipment operator shall be experienced in the field with all necessary heavy equipment typically used in the construction and/or demolition of hazardous substances/materials facilities and have basic understanding of hazardous substances/materials site construction and demolition techniques. At least one year qualifying experience shall be in hazardous substances/materials remediation. Equipment operators shall have a minimum of three years experience operating heavy equipment. At the minimum that experience should include backhoe, front end loader, grader, bull dozer, and excavator.
- m) Tradecraft/Laborers. Tradecraft laborers and supervisors may be required to accomplish the tasks assigned by the DTSC. Typical tasks of a laborer may include, but not be limited to, manual excavation of hazardous substances/materials for transport; emptying and decontamination of tanks containing hazardous substances/materials; general equipment decontamination; assist equipment operator; and driving light load vehicles.
- n) Administrative Support. A wide range of administrative support activities, including all typing, word processing, data entry, copying, accounting related activities, and mailing activities may be required to accomplish the tasks assigned by the DTSC. These activities are included in the fully loaded rates Administration as defined in the Bidding instructions.

11) Equipment

Provide a statement that the bidder has access to equipment normally expected in the industry to allow performance of the work under this Contract. In addition to the equipment identified in the fully loaded rates, the following equipment shall be provided. The ability to secure such equipment through short-term rentals is acceptable as long as no delay to completion of the scope of work would occur. Bidder shall have the ability to simultaneously mobilize and staff the required equipment. The statement shall include that the equipment required under this section must be available to and be provided by Bidder.

- i. 2 -Pickup trucks. One of the pickup trucks must be a 4 x 4.
- ii. 2 -Support vehicles or passenger vehicles.
- iii. Digital Camera

Use of the minimum required vehicles listed above shall be eligible for the State mileage rate, tolls and parking for transportation directly related to work performed under a specific Work Order.

C) Bid Requirements and Information

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1) Rules of Bidding

- a) Bidder shall be either a corporation, partnership, or other entity lawfully authorized to do business in the State of California with the exception of joint ventures. Joint ventures are unacceptable for this procurement. A successful bidder shall be referred to as Contractor when it is necessary to distinguish Contractor from subcontractors. The bidder shall set forth in his/her bid (a) the name and business address of each subcontractor who will perform work or labor or render service and (b) the amount and type of work to be done by each subcontractor.
- b) Bidder shall be responsible for the performance and completion of all Contract work, including work of all subcontractors. DTSC may exclude any entity related to bidder (i.e., parent or subsidiary firms) from bidding on any subcontract being procured by Contractor.
- c) Bids will be evaluated in accordance with the Bidder's Qualifications detailed in this IFB. DTSC will award a Contract to the lowest responsive/responsible bidder(s) that meets all Required Qualifications (RQs).

2) Key Action Dates.

<u>Event</u>	<u>Date</u>
IFB available to prospective bidders	November 17, 2009
Deadline for submitting questions	December 17, 2009, 3:00 p.m. Pacific Standard Time
Posting questions and answers	December 31, 2009
Final Date for Bid Submission	February 01, 2010, 3:00 p.m. Pacific Standard Time
Bid Opening	February 02, 2010
Evaluations Completed	February 26, 2010
Proposed Award Date	March 01, 2010
Proposed Start Date of Contract	April 01, 2010

3) Submission of Bid.

- a) All bids must be submitted under **sealed** cover and sent to Department of Toxic Substances Control by dates and times shown in Section C, Bid Requirements and Information, Item 1) Key Action Dates. The sealed bid must be plainly marked with the IFB number and title, Region being bid, must show your firm name and address, and must be marked with **"DO NOT OPEN"**, as shown in the following example:

Desa Donahue
 Department of Toxic Substances Control
 P.O. Box 806
 1001 I Street
 Sacramento, CA 95812-0806
 Attn: IFB I-091001
 IFB for Master Contract

DO NOT OPEN

DEADLINE FOR BID SUBMITTAL is February 1, 2010, 3:00 p.m. Pacific Standard Time

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Bids not submitted under sealed cover may be rejected. A minimum of **four (4)** copies of the bid must be submitted.

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

<u>U.S. Postal Service Deliveries</u> Department of Toxic Substances Control Contracts Development Unit Attention: Desa Donahue P. O. Box 806 Sacramento, CA 95812-0806	<u>Overnight Deliveries</u> (UPS, Express Mail, Federal Express) Department of Toxic Substances Control Contract Development Unit Attention: Desa Donahue 1001 I Street Sacramento, CA 95814
--	--
- e) Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.
- f) A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. DTSC may reject any or all bids and may waive an immaterial deviation in a bid. DTSC'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.
- g) Costs incurred for developing bids and in anticipation of award of the Contract are entirely the responsibility of the bidder and shall not be charged to DTSC.
- h) An individual who is authorized to bind the bidder contractually shall sign the Bid/Bidder Certification Sheet. The signature should indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.
- i) A bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered. Bids may not be withdrawn without cause subsequent to bid submission deadline.
- j) A bidder may withdraw its bid by submitting a written withdrawal request to the DTSC, signed by the bidder or an authorized agent. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.
- k) DTSC may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received a bid package.
- l) DTSC reserves the right to reject all bids. The agency is not required to award a Contract.

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- m) Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the IFB requirements.
- n) DTSC does not accept alternate Contract language from a prospective Contractor. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- o) No oral understanding or Contract shall be binding on either party. Any technical questions pertaining to this bid may be referred to Desa Donahue; email address ddonahue@dtsc.ca.gov. Comments or responses to oral inquiries or questions submitted via e-mail shall not be binding.

4) Evaluation and Selection

- a) At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- b) DTSC 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.

5) Award and Protest

- a) Whenever a Contract is awarded under a procedure, which provides for competitive bidding, but the Contract is not to be awarded to the low bidder, the low bidder shall be notified by telegram, electronic or facsimile transmission, overnight courier, or personal delivery five working days prior to the award of the Contract.
- b) Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of DTSC at least five working days prior to awarding the Contract.
- c) If any bidder, prior to the award of Contract, files a written protest with DTSC, Office of Legal Council, 1001 I Street, P.O. Box 806, Sacramento, CA 95812-0806 on the grounds that the (protesting) bidder is the lowest responsive/responsible bidder, the Contract shall not be awarded until either the protest has been withdrawn or decided.
- d) Within five days after filing the initial protest, the protesting bidder shall file with DTSC a detailed written statement specifying the grounds for the protest. The written protest must be sent to the DTSC, Office of Legal Council, 1001 I Street, P.O. Box 806, Sacramento, CA 95812-0806. It is suggested that you submit any protest by certified or registered mail.
- e) Upon resolution of the protest and award of the Contract, Contractor must complete and submit to DTSC 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 www.osp.dqs.ca.gov under the heading FORMS MANAGEMENT CENTER. No payment shall be made unless a completed STD 204 has been returned to DTSC.

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- f) Upon resolution of the protest and award of the Contract, Contractor must sign and submit to DTSC, page one of the Contractor Certification Clauses (CCC), which can be found on the Internet at www.dgs.ca.gov/Standard+Language.

6) Disposition of Bids

- a) Upon bid opening, all documents submitted in response to this IFB will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.). However, the content of all proposals, draft bids, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a bidder's proposal, shall be held in the strictest confidence until the award is made. The content of all working papers and discussions relating to a bid shall be held confidential indefinitely unless the public's interest is best served by disclosure because of its direct pertinence to a decision, Contract, or evaluation of a bid. Any disclosure of this subject by the bidder prior to the award is a basis for rejecting a bid and ruling the bidder ineligible to further participate in the bidding process.
- b) Bid packages may be returned only at the bidder's expense, unless such expense is waived by DTSC.

7) Contract Execution and Performance

- a) Performance shall start not later than on the express date set by DTSC and the Contractor, after all approvals have been obtained and the Contract is fully executed. Should the Contractor fail to commence work at the agreed upon time, DTSC, upon five (5) days written notice to the Contractor, reserves the right to terminate the Contract. In addition, the Contractor shall be liable to DTSC for the difference between Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another Contractor.
- b) All performance under the Contract shall be completed on or before the termination date of the Contract.

D) Preference Programs

The standard Contract language concerning preference programs can be found at the Internet web sites listed below:

1) **Small Business Preference:** <http://www.pd.dgs.ca.gov/smbus/default.htm>

2) **Enterprise Zone Act :** www.pd.dgs.ca.gov/edip/eza.htm

Enterprise Zone Act (EZA) Standard Language

Government Code Section 7070, et. seq., provides that California based bidders, shall be granted a 5% preference, not to exceed a maximum of \$50,000, whenever a state agency prepares a solicitation:

- a. For a goods Contract in excess of \$100,000 and the worksite(s) is not fixed by the terms of the Contract, if they demonstrate and certify, under penalty of perjury, that

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50 percent of the labor hours required to manufacture the goods and perform the Contract shall be accomplished at an approved worksite(s) located in an enterprise zone (Gov. Code 7084(a)).

- b. For a services Contract in excess of \$100,000, and the worksite(s) is not fixed by the terms of the contract, if they demonstrate and certify, under penalty of perjury, that 90 percent of the labor hours required to perform the Contract shall be accomplished at an approved worksite(s) located in an enterprise zone (Gov. Code 7084(b)).
- c. Where a bidder complies with Gov. Code Sections 7084(a), or 7084(b), and certifies, under penalty of perjury, to hire a specified percentage of persons living within a targeted employment area, or are enterprise zone eligible employees, those bidders shall be granted additional preferences according to the hiring percentages specified as follows:
 - 1. An additional one percent (1%) preference by certifying to hire employees equal to 5 to 9 percent of the workforce
 - 2. An additional two percent (2%) preference by certifying to hire employees equal to 10 to 14 percent of the workforce
 - 3. An additional three (3%) preference by certifying to hire employees equal to 15 to 19 percent of the workforce
 - 4. An additional four (4%) preference by certifying to hire employees equal to 20 or more percent of the workforce
- d. The maximum that can be awarded for this and any other provision of law is limited to 15 percent, nor shall the combination of all preferences allowable by law exceed one hundred thousand (\$100,000) dollars.

Bidders seeking to obtain an EZA 5 % preference must submit a completed STD Form 831 with or prior to their bid that includes the following:

- 1. All appropriate certifications.
- 2. The bidding firm's name and the name of all suppliers and subcontractors that will work with the bidder to fulfill the terms of the Contract along with the address(es) of each of the worksite(s) and estimated labor hours.
- 3. Enterprise zone name(s)
- 4. Bidder's original signature.
- 5. The bidder must indicate if seeking the additional 1 to 4 percent preference available for hiring persons with a high risk of unemployment, by checking the appropriate box.

A bidder who has claimed an EZA preference(s) and is awarded the Contract will be obligated to perform in accordance with preference(s) requested, provided that the EZA preference(s) was granted in obtaining the Contract.

Bidders should contact the city or county economic development office or the State Trade and Commerce Agency at (916) 324-8211 to identify

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enterprise zone locations. Firms receiving EZA preferences must report their labor hours. Reference the State Contract on which the award is based for specific reporting requirements.

3) Target Area Contract Preference Act: www.pd.dgs.ca.gov/edip/eza.htm**Target Area Contract Preference Act (TACPA)**

Purpose

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

Description

The DGS, Procurement Division, Dispute Resolution and Preference Programs administer's the TACPA program which was implemented in State procurement in 1982. TACPA provides a 5 percent bid preference on service and commodity contracts valued at more than \$100,000 if the business work site is located in a distressed area as designated by the Office of Planning and Research. TACPA bid preferences do not apply to construction or other contracts where the provisions of the State's Contract fix the work site.

The TACPA allows state contracting officials to award California based companies the bid preference when 50% of the labor required to perform commodities contracts or 90% of the labor for services contracts is performed at the approved work site(s). TACPA work sites may be in, or directly adjacent to and forming a contiguous boundary with, the distressed area. To receive a Contract award based on preferences, the company must certify under penalty of perjury that the required Contract labor shall be accomplished at the approved work site.

Companies qualifying for the 5 percent work site preference may request an additional 1 to 4 percent workforce preference by certifying to hire a specified percent of their Contract workforce labor hours from among persons with high risk of unemployment.

The awarding State agency is responsible for including bid and Contract language to ensure compliance with the TACPA and for monitoring the TACPA Contract compliance.

Effective January 1, 1999, new legislation (Assembly Bill 835) requires companies claiming this preference to demonstrate and certify that work is accomplished at the identified work site. Penalties were established for non-compliance. AB 835 also modified the percentage of the labor for services from 100% to 90%.

Authority California Government Code, Title I, Division 5, Chapter 10.5, Section 4530 et seq., and California Code of Regulations, Title II, Division 2, Chapter 3, Subchapter 9, Article 1, Sections 1896.30 - 1896.41

4) Local Agency Military Base Recovery Act: www.pd.dgs.ca.gov/edip/eza.htm**Local Agency Military Base Recovery Area (LAMBRA) Act**

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Purpose

Promotes economic development and employment opportunities in designated military base areas by offering bidding preferences of 1 - 9% in specified state contracts.

Description

The LAMBRA Act provides for two bidding preferences: Worksite and Workforce

Worksite Preference: LAMBRA provides a 5 percent bidding preference on state solicitations for goods and services valued at more than \$100,000 if the worksite is located in a LAMBRA as designated by the State Trade and Commerce Agency.

LAMBRA allows state contracting officials to award the bid worksite preference when 50% of the labor hours required to perform a Contract for goods, or 90% of the labor hours required to perform a Contract for services is performed at the approved worksites.

Workforce Preference: Companies qualifying for the 5% worksite preference may request an additional 1% - 4% workforce preference by certifying to hire a specified percent of the Contract workforce employees from those designated as LAMBRA qualified individuals (See Assembly Bill 3: Chapter 1012, 9/30/1998).

To request workforce preference, the bidder must first identify an eligible worksite.

LAMBRA bid preferences do not apply to contracts in which the worksite is fixed.

The awarding State agency is responsible for including bid and Contract language to ensure compliance with LAMBRA and for monitoring the LAMBRA Contract compliance.

The DGS, Procurement Division, Dispute Resolution and Preference Programs administers the LAMBRA program, which was implemented in State procurement in 1999.

Authority California Government Code, Section 7118 et seq., and California Code of Regulations, Title 2, Section 1896 et seq.

5) Disabled Veteran Business Enterprise (DVBE) Program Requirements

An explanation of the Disabled Veteran Enterprise Program (DVBE) requirements along with the required submittal forms have been attached and can also be found at the Internet web site <http://www.pd.dgs.ca.gov/dvbe/default.htm> . Select "DVBE Resource Packet" and "DVBE Program Requirements, Std 840" under the "Related Links" options. (See Attachment 6).

An explanation of the Disabled Veteran Enterprise Program (DVBE) requirements along with the required submittal forms can be found at the Internet web Site www.pd.dgs.ca.gov/dvbe . Select "DVBE Participation Solicitation Package Attachment" under "Related Web Sites".

BIDDER MUST MEET THE 3% PARTICIPATION GOAL.

E. Required Attachments

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

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ATTACHMENT 1**REQUIRED ATTACHMENT CHECK LIST**

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

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

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Check List
_____ Attachment 2	Bidder Staff Resource Form
_____ Attachment 3	Bid/Bidder Certification Sheet
_____ Attachment 4A	Cost Sheet
_____ Attachment 4B	Non-bid Item Reimbursement and GENERAL AND ADMINISTRATIVE Percentage

NOTE: PLACE A TAB ON THE COST SHEET FOR EASY ACCESS

_____ Attachment 5	Bidder References
_____ Attachment 6	Bidders List of Subcontractors
_____ Attachment 7	Bidder Management System and Project Coordination
_____ Attachment 8	Disabled Veteran Business Enterprise Participation Forms and Instructions
_____ Attachment 9	Contractor Certification Clauses
_____ Attachment 10	Darfur Contracting Act

In Addition: Provide the following

_____	Certification per Item B. 4. that the Contractor is in compliance with the Federal and State Health and Safety Plan requirements.
_____	Copies of Licenses and Registrations
_____	Conflict of Interest Certification
_____	Organizational Chart
_____	Certification that the Contractor has had no serious or willful safety violations or warnings.
_____	Certification that the Contractor has no problems regarding Projects that have been performed for Federal, State or local governmental agencies that resulted in an adverse judgment or administrative ruling, debarment, or disciplinary action by a government agency.

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ATTACHMENT 2**BIDDER STAFF RESOURCE FORM**

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

Instructions: Please complete the following sections of the Form for the minimum personnel required to qualify, one dedicated program manager, two (2) foremen, one registered civil engineer, one non-registered engineer, three (3) equipment operators, one certified industrial hygienist, and one cost estimator. See Section 10 Bidder Resources for details.

Name:

Required Qualification Job Title(s): (Program Manager, Foreman, etc)

Professional Registration, License or Certification: (Type, number and expiration date)

Other Pertinent Education or Training: (Academic/professional degrees and date of award)

Relevant Work Experience:

(Employer)	(Job Title)	(Dates)	(Supervisor)
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1 Scope of Responsibilities: (see note below)

2 General Knowledge: (see note below)

Client for Previous Employer References (minimum of 3 references):

(Project Name)	(Address)
(Client)	
(Contact Person)	(Phone)

1 Provide sufficient detailed description of the work experience and general knowledge to document that the individual meets the qualifications outlined in the Staff Description Section within the IFB.

2 The Bidder Staff Resource Form should contain sufficient information to show that the individual meets the qualifications. Specifically in the Relevant Work Experience section, provide a detailed description of how the individual meets the requirement outlined in the Staff Description in the IFB. If the position requires general knowledge, a description of how that individual meets that requirement must be provided on the form. Do not assume that just listing projects that this individual worked on fully demonstrate these requirements nor assume that it is DTSC's responsibility to make the connection of what fulfills each requirement.

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ATTACHMENT 3**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 quadruplicate with original signatures. The bid must be transmitted in a sealed envelope in accordance with IFB instructions.

Do not return Section C, Bid Requirements and Information, nor the "Sample Contract" at the end of this IFB.

- A. Our all-inclusive bid is submitted as detailed in Attachment 4A, Cost Sheet and an originally signed copy of Attachment 4B, Non-Bid Items, Cost Reimbursement Payment and General and Administrative (G&A) Percentage.
- 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. E-Mail Address
3. Address		
Indicate your organization type:		
4. ☐ Sole Proprietorship	5. ☐ Partnership	6. ☐ Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No.	8. California Corporation	
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 Date application was submitted to OSBCR, if an application is pending:		

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Completion Instructions for Bid/Bidder Certification Sheet

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 Contract 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 your firm holds a California Contractor's license. This information will be used to verify possession of a Contractor's license for public works Contracts.
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 4A AND 4B

BID ITEM A: GEOGRAPHIC REGION

Check the Region(s) of the State for which bids are being provided (See Figure 1). Bids will be accepted only from those Contractors who meet the Minimum Qualifications and who can provide a full range of services within the specified region(s) with their own staff or as supplemented with subcontractors. Contractors may submit bids for any or all five (5) regional locations. However, bidders will be restricted to an award of a maximum of two (2) contracts. If any bidder is determined to be the lowest responsive, responsible bidder in more than two (2) regions, DTSC shall in its sole discretion select the two (2) regions to be awarded to that bidder.

INSTRUCTIONS FOR COMPLETING CONTRACT BID ITEMS ON THE COST SHEETS, ATTACHMENT 4A:

Bidders shall enter a bid price for each bid item provided. The Contractor shall bid on all items identified in the Cost Sheets. A separate Cost Sheet must be submitted for each geographical region bid. The Contractor shall not qualify or make any additions, deletions, or modifications to the required bid items. The bid items may be subject to a pre-award audit for verification of reasonableness of the cost.

Contract prices for services shall be fixed for the duration of the Contract. DTSC reserves the right to cancel the contract at any time upon 30 day written notice without cause or immediately for material breach by the Contractor (See Exhibit D of the RSRC Sample Contract.). Prices and rates for all listed bid items shall be included in the Contractor's proposal. No statements such as "prices available on request" or "cost plus" are allowed.

Bidders shall complete all entries, making sure calculations are correct. All rates are **"fully loaded"**. **Fully loaded rates include what DTSC will pay for.**

Fully loaded rates are what the state will pay for. The State considers the following items to be part of fully loaded rates: all salaries, indirect costs consistent with cost accounting practices, prevailing wage rates (including all record keeping relating to prevailing wage rates, apprenticeship programs and potential penalties), overhead, metric conversion expenses, monthly expenditure tracking, coordination and oversight of Contractor, general and administrative expenses, including bookkeeping, accountants, and general administrative support, and profit. They shall also include all support services (training, mailing, including all expedited deliveries, photocopying, telephone, cellular phones, etc.); materials (paper, binders, report covers, postage, office supplies, ice, field supplies, etc.); office equipment (personal computers, calculators, table and chairs for mobile trailer, any on-site equipment including laptop/computers, printers, faxes, staplers, etc.); field equipment (tools, bailers, consumables, duct tape, digital camera, video camcorder equipment, etc.) necessary to perform as required in a manner consistent with normal industry standards, except such equipment as are included as a Contract Rate in Exhibit B.

The following items shall be provided by the Contractor at no additional cost to the State as necessary to perform as required and in a manner consistent with normal industry standards: sampling equipment (jars, coolers, markers, ice, paper towels, etc.); real time hand-held monitoring equipment (dust meters, PID, etc.); small hand tools (hammer,

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shovels, wrenches, screwdrivers, push brooms, pliers, drills, saws, weed eater, chainsaw, distance wheels, utility knives, mops, ladders, post hole digger, rakes, sledge hammer, etc.); and health and safety equipment and supplies (drinking water, Gatorade, ChapStick, sunscreen, First Aid kit, fire extinguisher, protective clothing for level D, including coverall, hard hats, eye protection, steel-toed boots, rain gear, respiratory equipment; work gloves, decontamination equipment, shop towels, liner bags, hand cleaners, buckets, soap and scrub brushes, tarps for decontamination areas, cleaning solutions, air horns, etc.), except if the above items listed are included as a Contract Rate in Exhibit B.

Travel and per diem (lodging and meals) are not included in the fully loaded rates. Separate reimbursement for per diem shall be allowed when specifically authorized by the State and shall not exceed rates established by the California Department of Personnel Administration (DPA) for non-represented employees. (See website: <http://www.dpa.ca.gov/jobinfo/statetravel.shtm>.)

Overtime is not included in fully loaded rates. (See Sample Contract, Exhibit B, Item F in this IFB)

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ATTACHMENT 4A**COST SHEET IFB I-091001**

NAME OF BIDDER: _____

Identify area of choice.***Separate Cost Sheet for each area bid.***

- ☐ NORTHERN CALIFORNIA - NORTH CENTRAL
- ☐ NORTHERN CALIFORNIA - SOUTH CENTRAL
- ☐ NORTHERN CALIFORNIA - COASTAL
- ☐ SOUTHERN CALIFORNIA - CHATSWORTH
- ☐ SOUTHERN CALIFORNIA - CYPRESS

PART 1 LABOR¹

	<u>Rate (\$/hr)</u>	<u>x Weight =</u>	<u>Total</u>
Foreman	_____	11	\$ _____
Program Manager	_____	17	_____
Registered Engineer	_____	5	_____
Non-registered Engineer	_____	5	_____
Registered Geologist	_____	1	_____
Non-registered Geologist	_____	5	_____
Scientist	_____	4	_____
Cost Estimator	_____	4	_____
Technician	_____	1	_____
Equipment Operator	_____	22	_____
Laborer	_____	21	_____
Certified Industrial Hygienist	_____	3	_____
Drafter	_____	1	_____

Part 1 Subtotal _____

1 Use Fully Loaded Rates as defined in Exhibit E, page 87 and/or in the Instructions for Completing Attachment 4A. Rates shall be in effect for the Contract term. No labor rate adjustments can be made over the course of this Contract. Bids should be submitted for all labor classifications including those eligible for prevailing wages.

Overtime is not part of the fully loaded rates. See Sample Contract, Exhibit B, item F.

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ATTACHMENT 4A**COST SHEET IFB I-091001**

NAME OF BIDDER: _____

EQUIPMENT BID RATES**PART 2 EQUIPMENT²**

<u>Item</u>	<u>Price</u>	<u>x</u> <u>Weight</u>	<u>Total</u>
		$\frac{\text{Price}}{\text{Weight}}$	
³ Backhoe, small dig depth < 14 feet	_____/day	0.1	\$ _____
	_____/week	0.01	_____
³ Backhoe, medium dig depth 14-15 feet	_____/day	.20	_____
	_____/week	.10	_____
³ Backhoe, large , dig depth > 15 feet,	_____/day	.05	_____
	_____/week	.005	_____
³ Forklift, 6000 lbs. (offroad/4 wheel drive)	_____/day	0.01	_____
	_____/week	.005	_____
³ Front end loader, wheel, 3 yard	_____/day	.10	_____
	_____/week	0.01	_____
³ Front end loader, <2 yard	_____/day	.01	_____
	_____/week	.005	_____
³ Front end loader > 4 yard	_____/day	.05	_____
	_____/week	.02	_____
³ Excavator Dig Depth 7-11 ft	_____/day	.020	_____
	_____/week	.005	_____
³ Excavator, Dig Depth 12-20 feet	_____/day	.02	_____
	_____/week	.005	_____
³ Excavator, Dig Depth 20-30 feet	_____/day	.002	_____
	_____/week	.005	_____
Portable generator -4-8 kilowatt	_____/day	.002	_____
	_____/week	.005	_____
Roll off bins (20 cu. yd. type)	_____/week	.20	_____
	_____/mo.	.20	_____
³ WheelDozer 20 yard	_____/day	0.05	_____
	_____/week	0.01	_____
³ Wheel Dozer, >25 yards	_____/day	.05	_____
	_____/week	.01	_____
³ Crawler Dozer, 90-120 inch blade	_____/day	.05	_____
	_____/week	.01	_____
³ Crawler Dozer, 120-152 inch blade	_____/day	.05	_____
	_____/week	.01	_____
³ Crawler Dozer >165 blade	_____/day	.01	_____
	_____/week	.005	_____
³ Skid Steer (Bobcat) < 40 HP	_____/day	.01	_____
	_____/week	.005	_____

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ATTACHMENT 4A**COST SHEET FOR HAZARDOUS SUBSTANCES/MATERIALS SITE REMEDIATION – CALIFORNIA REGIONS IFB for RSRC**

NAME OF BIDDER: _____

³ Skid Steer (Bobcat) 40-70 HP	_____	\$/day	0.01	_____
	_____	\$/week	0.005	_____
³ Skid Steer (bobcat) >70 HP	_____	\$/day	.001	_____
	_____	\$/week	.005	_____
Attachments to skid steers (e.g. broom, bucket)	_____	\$/day	.01	_____
	_____	\$/week	.01	_____
Grader 14 ft blade	_____	\$/day	.05	_____
	_____	\$/week	.01	_____
³ Vacuum Truck, 100-130 bbl (mild steel)	_____	\$/day	0.01	_____
³ Water truck, 1800 gal.	_____	\$/day	0.01	_____
	_____	\$/week	0.01	_____
³ Water truck, 500 gal	_____	\$/day	.005	_____
	_____	\$/week	.005	_____
³ Water Truck, 3700 gal	_____	\$/day	.025	_____
	_____	\$/week	.025	_____
^{3,4} Medium truck, mob/demob of backhoe, loader and other necessary equipment	_____	\$/hour	0.30	_____
^{3,4} Heavy truck, mob/demob of dozer, and other necessary equipment	_____	\$/hour	0.01	_____
Portable sanitation	_____	\$/mo.	0.05	_____
⁵ Portable weigh station	_____	\$/day	0.10	_____
⁶ Mobile field office (rate does not include utilities services)	_____	\$/day	1.0	_____
	_____	\$/week	1.0	_____
Steam cleaner/hot water pressure washer	_____	\$/day	.001	_____
	_____	\$/week	.001	_____
Riding Rollers 5-10 tons	_____	\$/day	0.1	_____
	_____	\$/week	.05	_____
Rollers Walk Behind 28 width	_____	\$/day	.05	_____
	_____	\$/week	.01	_____
Plate Compactors (10 – 20,000 lbs)	_____		.01	_____
Plate Compactors	_____		.005	_____
Flat Bed truck (2WD, 10' long)	_____			_____
Pump, 4" Water	_____			_____
Part 2 Subtotal				_____

²Equipment rate includes gas, oil, and other maintenance costs.³Rate includes cost of driver.⁴Includes all attachments and accessories related to hauling.⁵Must comply with applicable State and Federal regulations, however, no certifications are required.⁶Must have three (3) desks, two (2) offices, and a common area, electricity capability, and two (2) telephones should be available utility services will be paid at cost. G&A Percentage does not apply.

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ATTACHMENT 4A**COST SHEET IFB for I-091001**

NAME OF BIDDER: _____

PART 3 PERSONAL PROTECTIVE EQUIPMENT

Personal protective equipment (PPE) shall be provided at Level D for all field activities by Contractor as part of the fully loaded rates. Level D PPE shall include hard hats, gloves, safety glasses, steel-toed boots, and coveralls.

<u>Item</u>	<u>Price</u>	x <u>Weight</u> =	<u>Total</u>
Level B ¹	_____	\$/day/ person 1.0	\$ _____
Level C ¹	_____	\$/day/ person 5.0	_____
Part 3 Subtotal			_____

GRAND TOTAL (Sum Parts 1-3 of Attachment 4A) _____

¹Level B or C shall include the personal protective clothing and respirator protection needed for that specified level.

TOTAL SUMMARY 4A:

Part 1: _____
Part 2: _____
Part 3: _____
Grand Total: _____

**ATTACHMENT 4B, INSTRUCTIONS TO THE BIDDERS REGARDING NON-BID ITEMS,
COST REIMBURSEMENT PAYMENT AND G&A PERCENTAGE:**

Bid item price Cost Sheet, Attachment 4A, generally covers some items of labor and equipment most typically required of the Contractor in the performance of work under this IFB. However, the DTSC recognizes that the use of some items cannot be predicted and other items not otherwise listed may be needed by the Contractor to perform successfully under the Project Contracts. Therefore, these non-bid items needed to perform Site specific tasks will be approved by the Contract Manager. The Contractor will be reimbursed for actual costs plus a G&A Percentage no greater than 10 percent. No percentage rate greater than 10 percent for G&A will be considered or permitted. No other costs already allocated to the Cost Sheet items on Attachment 4A or specifically excluded by this Contract will be allowed.

Attachment 4B must be signed and submitted as part of the Bid Packet for this IFB. It establishes the method for reimbursement payment to the Contractor regarding non-bid items and the allowable G&A Percentage on those items. This method will be used as part of the payment and invoicing format. (See Exhibit B, Items C and E,6 in the SAMPLE CONTRACT). Bidders are cautioned that the DTSC will pay for actual costs for non-bid items, plus the G&A Percentage, only when the rates for those costs are approved by the DTSC Contract Manager, demonstrated to be based on rates that are no greater than the Contractor's usual and customary rates for most-favored customers, and do not exceed rates for items listed in the CALTRANS Labor Surcharge and Equipment Rental Rates Schedule dated effective October 1, 2009 through March 31, 2010 and as updated annually. (See website: <http://www.dot.ca.gov/hq/construc/equipmnt.html>)

ATTACHMENT 4B

Submission of this attachment is mandatory. Failure to sign and return this attachment with your bid will cause your bid to be rejected and deemed nonresponsive. Your signature is evidence that as Bidders you accept and understand at the time of your bid submittal how as a Contactor you will reimbursed for Non-Bid Items and what the established G&A Percentage cannot exceed.

ATTACHMENT 4B

Certification: The undersigned certifies that they understand and accept the conditions stipulated in the Instructions regarding how, as a Contractor, under this RSRC, will be reimbursed for non-bid items. The established G&A Percentage has a 10 percent ceiling.

G&A Percentage to be assessed: _____

Bidder/Contractor Signature: _____

Date: _____

**THIS G&A PERCENTAGE HAS NO WEIGHT IN DETERMINING THE LOWEST
RESPONSIVE, RESPONSIBLE BIDDER.**

ATTACHMENT 5**BIDDER REFERENCES**

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 nonresponsive.

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 Contract.

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 6BIDDERS LIST OF SUBCONTRACTORS

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 nonresponsive.

List below subcontractors that will be utilized for services identified in the scope of work to be performed in this contract.

Subcontractor 1

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	

Subcontractor 2

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	

Subcontractor 3

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	

Subcontractor 4

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	

Subcontractor 5

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	

ATTACHMENT 7MANAGEMENT SYTEMS AND PROJECT COORDINATION

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 nonresponsive.

Describe capability to coordinate and manage large-scale, complex, and multifaceted Projects related to all phases of this Contract, including your expertise:

- To design, implement, and operate management systems (Include one example);
- To plan, schedule, and coordinate resources (Include one example);
- To track and report work activities, work progress, funding of specific activities, and assignment of accountability for work products (Include one example).

ATTACHMENT 8DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION PROGRAM
REQUIREMENTS

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 IFB. This bid package provides program information and bidder responsibilities for the DVBE Participation Program. Bidders must meet DVBE Participation Program requirements to be viewed as a responsive bidder and considered for Contract award.

PLEASE READ THESE INSTRUCTIONS CAREFULLY

Bidders must fully comply with DVBE Participation Program requirements. Failure to submit a complete response may result in a non-responsive determination, in which case the bid will be rejected. **An explanation of the Disabled Veteran Enterprise Program (DVBE) requirements along with the required submittals forms can be found at the Internet web Site www.pd.dgs.ca.gov/dvbe. Select "DVBE Participation Solicitation Package Attachment" under "Related Web Sites".**

For bid response assistance, please contact the contracting official below:

Department of Toxic Substances Control
Contract Development Unit
Attention: Desa Donahue
P. O. Box 806 (Mail)
1001 I Street (Overnight Delivery)
Sacramento, CA 95812-0806
(916) 327-4031
(916) 323-2899 (FAX)

The Office of Small Business Certification & Resources offers program information and may be reached at:

Department of General Services
Office of Small Business Certification & Resources
707 Third Street
1st Floor, Room 400
West Sacramento, CA 95605
Homepage: <http://www.osmb.dgs.ca.gov>
24 hour information and document request system: (916) 322-5060
Receptionist: (800) 559-5529
FAX: (916) 375-4950

INSTRUCTIONS FOR DVBE PARTICIPATION PROGRAM COMPLIANCE OPTIONS

Commitment to Contract Participation – All bidders must meet or exceed the Department's goal of at least 3% DVBE participation for this solicitation and document that commitment. Should efforts result in partial or no participation, you will not qualify for this solicitation "good faith effort" can not be used to attain DVBE participation for this solicitation.

To meet the DVBE program requirements, bidders must complete and fully document Option A
Option A – Commitment for full DVBE participation – For a bidder who is a DVBE or who is able to meet the commitment to use identified DVBE(s) to fulfill the full DVBE participation goal.
Option B – Good Faith Effort – This option is unavailable for this bid.
Option C – Business Utilization Plan – This option is unavailable for this bid.

A more detailed explanation of the Disabled Veteran Enterprise Program (DVBE) requirements along with the required submittals forms can be found at the Internet web Site www.pd.dgs.ca.gov/dvbe. Select "DVBE Participation Solicitation Package Attachment" under "Related Web Sites".

DVBE Certification: OSMB-DVBE certification is the only acceptable certification.

NOTE: Bidders must include certification verification for each participating DVBE bidder, subcontractor, and/or supplier.

**CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
PROGRAM REQUIREMENTS**

(Revision Date 12/06/2007)

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.

The minimum DVBE participation percentage (goal) is 3% for this solicitation unless another percentage is specified in the solicitation.

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

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

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

PLEASE READ ALL INSTRUCTIONS CAREFULLY. These instructions contain information about the DVBE program requirements, bidder responsibilities, requirements for performing and documenting each of the three available options (Option A, Option B, or Option C) as detailed below, and the DVBE Bid Incentive. Bidders are responsible for thorough review and compliance with these instructions. Complete and document your option selection and related information on the forms identified herein.

To meet the DVBE program requirements, bidders must complete and fully document Option A

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

Option B - Good Faith Effort – Not Available for this IFB.

Option C - Business Utilization Plan – Not Available for this IFB.

OPTION A – COMMITMENT -- Commit to meet or exceed the DVBE participation requirement in this solicitation by either Method A1 (bidder is a California certified DVBE) or A2 (bidder is not a California certified DVBE). Bidders must document DVBE participation commitment by completing and submitting the attached Documentation of Disabled Veteran Business Enterprise Program Requirements (STD. 840) and the Bidder Declaration (GSPD-05-105) located elsewhere within the solicitation document. Failure to complete and submit the required forms as instructed shall render the bid non-responsive.

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

Method A1. Certified DVBE bidder:

- a. Commit to performing at least 3% of the Contract bid amount with the prime bidder's firm or in combination with another DVBE(s).
- b. Document option intention on the STD. 840 (Section A) and document DVBE participation on the Bidder Declaration GSPD-05-105.
- c. At the State's option a DVBE bidder working in combination with other DVBEs shall submit proof of its commitment by submitting a written confirmation from the DVBE(s) identified as a subcontractor on the Bidder Declaration. When requested, the document must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written confirmation as specified may be grounds for bid rejection.

Method A2. Non-DVBE bidder:

- a. Commit to using certified DVBE(s) for at least 3% of the bid amount.
- b. When a bidder commits to less than the required 3% DVBE participation or its commitment may fall below 3% such as when specific line items/groups are not selected for award, then bid is not acceptable.
- c. Document option intention on the STD. 840 (Section A) and document DVBE participation on the Bidder Declaration GSPD-05-105. Note: If Option B is not acceptable for this IFB.
- d. At the State's option prior to Contract award, a bidder is to submit proof of its commitment by submitting a written confirmation from each DVBE identified as a subcontractor on the Bidder Declaration GSPD-05-105. The awarding department contracting official named in the solicitation may contact each listed DVBE, by mail, fax or telephone, for verification of

the bidder's submitted DVBE information. When requested, the document must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written confirmation as specified may be grounds for bid rejection.

OPTION B – GOOD FAITH EFFORT (GFE) Is not available for this IFB.

Step 1: Awarding Department (PCC §10115.2[b][1])

Contact the department's contracting official named in this solicitation for any DVBE suppliers, if available, who may have identified themselves as potential subcontractors or to obtain suggestions for search criteria to possibly identify DVBE suppliers for the solicitation. The contact must be fully documented and the results described on the STD. 840 (Page 1), Section B, Step 1.

Step 2: Other State and Federal Agencies, and Local Organizations (PCC §10115.2[b][2])

All three entities must be contacted. For searches that are accomplished online, attach screen print(s) of Web results for verification. The screen prints should be current and coincide with the goods/services sought in the State's solicitation.

STATE: Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), Office of Small Business and DVBE Services (OSDS) online certified firm database at www.pd.dgs.ca.gov/smbus. Begin by selecting "Search for Certified SBs and DVBEs by Specific Criteria." Search by Keywords and/or click on "Include SIC Codes in Search" if you wish to also search by SIC codes. You should also 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: <http://www.cscr.dgs.ca.gov/cscr/>. For questions regarding the online certified firm database and the CSCR, please call the OSDS at (916) 375-4940. All contacts must be fully documented and the results described on the STD. 840 (Page 1), Section B, Step 2.

FEDERAL: Search the U.S. Small Business Administration's (SBA) Central Contractor Registration (CCR) on-line database at www.ccr.gov/ 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. You must fully document this contact and describe the results on the STD. 840 (Page 1), Section B, Step 2.

LOCAL: Contact at least one local DVBE organization to identify DVBEs. For a list of local DVBE organizations, please refer to the DVBE Resource Packet that may be accessed online (www.pd.dgs.ca.gov/smbus - select "DVBE Resource Packet") or obtain a hardcopy by requesting it from DGS-PD Office of Small Business and DVBE Services (see the Resources & Information page provided herein). You must fully document your contact with local DVBE organizations and describe the results on the STD. 840 (Page 1), Section B, Step 2.

Step 3: Advertisements (PCC §10115.2[b][3])

Advertisements are mandatory.

CONTENT REQUIREMENTS: Include all of the following in your advertisement(s): (1) company name; (2) contact name; (3) address; (4) telephone and facsimile numbers (if applicable); (5) e-mail address (if applicable); (6) the State's solicitation number; (7) description of goods and/or services for which subcontractor participation is sought (Note: It must be goods and/or services for which the subcontractor will be performing a commercially useful function); (8) the location(s) of work to be performed; (9) the State's bid due date and/or your due date for receiving DVBE responses.

HOW MANY & WHERE TO PUBLISH: Bidders must publish at a minimum, two (2) ads: one (1) each in a trade paper and a DVBE focus paper unless the paper has a dual purpose (fulfilling both trade and focus requirements as defined in CCR, Title 2, §1896.61(k)), in which case one (1) ad is acceptable in lieu of the two (2) mentioned above. Please see the DVBE Resource Packet for a list of acceptable publications.

WHEN: Pursuant to CCR §1896.63(2), advertisements must be published after the solicitation's release date and at least 14 days prior to the bid due date, unless a different time period is expressly established in this solicitation.

DOCUMENT & SUBMIT: On the STD. 840 (Page 2), Section C, Step 3, document the publication name(s) where advertisement(s) were published, the contact name and phone number, and the date of publication. Include a copy of the advertisement(s) with your bid.

Step 4: Invitations to Participate (PCC §10115.2[b][4])

WHO: Invite (solicit) DVBEs who can provide relevant goods and/or services to this solicitation to subcontract with you. Conducting Steps 1 through 3 produces a list of DVBEs from which you may choose potential DVBE subcontractors to contact. Bidders are advised to contact as many DVBEs (who provide relevant goods and/or services in the applicable location(s)) as possible. **Only California certified DVBEs should be contacted** -- please refer non-California certified DVBEs to the OSDS to learn about certification (see the Resources & Information page for contact information).

FOR WHAT: Solicit DVBEs for goods and/or services relevant to the State's solicitation. If you are unable to identify specific portions of the proposed Contract to subcontract, the State encourages bidders to avoid making a predetermination that no DVBEs are able to perform or no portions of the work can be subcontracted, without first contacting and soliciting participation from them. This allows DVBEs to respond whether they can or cannot provide goods or services related to the solicitation, and provides a bidder with responses for consideration.

HOW TO INVITE & CONTENT REQUIREMENTS: **Written invitations are required.** At a minimum, invitations must contain all of the following: (1) company name; (2) contact name; (3) address; (4) telephone and facsimile (if applicable) numbers; (5) return e-mail address (if applicable); (6) the State's solicitation number; (7) description of goods and/or services for which subcontractor participation is sought (Note: It must be goods and/or services for which the subcontractor will be performing a commercially useful function); (8) the location(s) of work to be performed; (9) the State's bid due date and/or your due date for receiving DVBE responses.

The invitation should also include the anticipated schedule for subcontractor performance and terms/conditions related to payment of the subcontractor.

WHEN: Provide DVBEs with a reasonable time period to receive and respond to your invitation, and to be considered by you for participation as described in Step 5 (below), prior to your bid submission.

DOCUMENT & SUBMIT: Bidders must document the completed contacts on STD. 840 (Page 2), Section C. Attach additional copies of STD. 840A as necessary to list your DVBE contacts. You are required to attach a copy of: (1) each invitation or offer sent by mail, fax or e-mail; and (2) should include confirmation of transmittal or delivery. Your bid may be considered non-responsive if it fails to include copies of the written invitations and delivery confirmations.

Step 5: Consider all responding DVBEs for Contract participation (PCC §10115.2[b][5])

Consideration must be based on business needs for this Contract and the same evaluation criteria must be applied to each potential DVBE subcontractor offering the same goods and services. Any firm selected for participation must be documented on the Bidder Declaration GSPD-05-105. Bidders must commit to using the certified DVBEs in the capacity and for the amount identified on the GSPD-05-105. Any firm not selected must be identified on the STD. 840 (Page 2), Section C, and the reason for non-selection documented on the form. Attach additional copies of STD. 840A as necessary to list all of your DVBE contacts that were not selected.

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:
5% or Over	5%
4% to 4.99% inclusive	4%
3% to 3.99% inclusive	3%
2% to 2.99% inclusive	2%
1% to 1.99% inclusive	1%

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 is not to exceed \$100,000.

OPTION C – THE DVBE BUSINESS UTILIZATION PLAN (BUP) is not an option for this IFB.

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RESOURCES AND INFORMATION

For questions regarding bid documentation requirements, **contact the contracting official at the awarding department for this solicitation.** In accordance with Public Contract Code Section 10115.2(b)(3), bidders must advertise in trade and focus publications. The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in meeting these contract requirements. To obtain this list, please contact the DGS-PD Office of Small Business and DVBE Services and request the "DVBE Resource Packet."

U.S. Small Business Administration (SBA):
 Use the Central Contractor Registration (CCR) on-line database.
Internet contact only –Database: www.ccr.gov/.

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

Local Organizations (see the DVBE Resource Packet available from DGS-PD DVBE Program Section listed below)

FOR:
List of potential DVBE subcontractors

DGS-PD Office of Small Business and DVBE Services (OSDS)
 707 Third Street, Room 1-400, West Sacramento, CA 95605

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

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

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

Fax: (916) 375-4950

Email: osdchelp@dgs.ca.gov

FOR:

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

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ADVERTISEMENT FORMAT EXAMPLE

This example offers a suggested format that includes required information outlined in Option B, Good Faith Effort, Step 3. You can substitute the applicable information for the bolded, italicized words.

DVBES are invited to participate as a potential subcontractor to perform a commercially useful function specific to ***DTSC's IFB No. I-90001 for Illegal Drug lab and Off-Highway Emergency Response Removal Services.***

***DVBE responses due to me xx/xx/xx;
Bids due to the State XX/XX/XX.***

Contact: ***ABC Company***
Jane Doe, General Manager
123 Main Street, Sacramento, CA 95814
voice: 555/555-5555; fax: 555/555-5556
or e-mail: ***jane.doe@abcco.com***

Commercially Useful Function Definition

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

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

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

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

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

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ATTACHMENT 9**CCC-304****CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

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

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Contract will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both and Contractor may be ineligible for award of any future DTSC Contracts if the department determines that any of the following has occurred: the

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Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

*4. UNION ORGANIZING: Contractor hereby certifies that no request for reimbursement, or payment under this Contract, will seek reimbursement for costs incurred to assist, promote or deter union organizing.

*This provision is stayed pending the outcome of the litigation entitled *Chamber of Commerce v. Lockyer* (2004) 364 F3d 1154.

5. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with DTSC.

Failure to make a good faith effort may be cause for non-renewal of a DTSC Contract for legal services, and may be taken into account when determining the award of future Contracts with DTSC for legal services.

6. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

7. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to DTSC pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The Contractor agrees to cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized

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officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the Contractor's compliance with the requirements under paragraph (a).

8. DOMESTIC PARTNERS: Commencing on July 1, 2004 Contractor certifies that it is in compliance with Public Contract Code section 10295.3 with regard to benefits for domestic partners. For any contracts executed or amended, bid packages advertised or made available, or sealed bids received on or after July 1 2004 and prior to January 1, 2007, a Contractor may require an employee to pay the costs of providing additional benefits that are offered to comply with PCC 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former State employees. If Contractor has any questions on the status of any person rendering services or involved with the Contract, DTSC must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent Contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving State service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Contract void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Contract. (Labor Code Section 3700)

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3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Contract. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When Contracts are to be performed in the State by corporations, the contracting agencies will be verifying that the Contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Contractor performing within the State not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide DTSC with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into a Contract, authorizing execution of the Contract.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of Federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another State agency or other governmental entity.

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ATTACHMENT 10

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

OR

2. _____
 Initials We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (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. _____
 Initials We currently have, or we have had within the previous three years, 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.

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

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SAMPLE CONTRACT**F) Sample Standard Contract****STANDARD AGREEMENT**

STD. 213 (NEW 02/98)

	AGREEMENT NUMBER
--	------------------

1. This Agreement is entered into between the State Agency and the Contractor named below
STATE AGENCY'S NAME _____
CONTRACTOR'S NAME _____
2. The term of this Agreement is: _____
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:
 - Exhibit A – Scope of Work _____ Page(s) _____
 - Exhibit B – Budget Detail and Payment Provision _____ Page(s) _____
 - * Exhibit C – General Terms and Conditions _____ (Number) _____ (Dated) _____
 - Exhibit D – Special Terms and Conditions _____ Page(s) _____
 - Exhibit E – Additional Provisions _____ Page(s) _____

*View at www.dgs.ca.gov/contracts**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) _____		
BY (Authorized Signature) _____	DATE SIGNED) _____	
PRINTED NAME AND TITLE OF PERSON SIGNING _____		
ADDRESS _____		
STATE OF CALIFORNIA		
AGENCY NAME _____		
BY (Authorized Signature) _____	DATE SIGNED _____	
PRINTED NAME AND TITLE OF PERSON SIGNING _____		
ADDRESS _____		
		☐ Exempt _____

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SAMPLE CONTRACT**EXHIBIT A****SCOPE OF WORK**

1. Contractor agrees to provide services to the Department of Toxic Substances Control for Hazardous Substances/Materials Site Remediation.
2. Contractor shall provide the services required under the terms of this *Contract* at any location selected by State, primarily, but not exclusively, within the geographic boundaries described below:
3. The Contract Manager and Contractor Representative respectively, during the term of this Contract will be the following.

Region	Counties

Direct all inquiries to:

Contract Manager**Contractor's Representative**

Regional Cleanup Operations
Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, California 95826-3200
(916) 255-3626
(916) 255-3595 Fax

4. The above manager/representative may be changed at any time upon written notification to the other party.

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SAMPLE CONTRACT**A-1****DEPARTMENT OF TOXIC SUBSTANCES CONTROL (DTSC)
HAZARDOUS SUBSTANCES/MATERIALS SITE REMEDIATION****Work Order Approval Form**

Site Name/Project Name

Contract No.

Scope of Work Title

Work Order No.

Project/Site Code

Work Order Amendment No.

Total Amount of this Work Order or
Amendment

Total Cumulative Amount of
Work Order

I have reviewed the attached Work Order or Amendment and agree that the Scope of Work described is necessary and adequate and that the Project costs, terms and conditions are acceptable and have been issued in accordance with Departmental policies and contract provisions.

DTSC Project Manager

Date

Contractor

Date

DTSC Contract Manager

Date

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SAMPLE CONTRACT**A-2****DEPARTMENT OF TOXIC SUBSTANCES CONTROL
HAZARDOUS SUBSTANCES/MATERIALS SITE REMEDIATION
CONTRACT NUMBER _____****FIELD ORDER NUMBER _____**

CONTRACTOR: _____ DATE: _____ TIME: _____

This Field Order modifies Work Order No. _____

1. Reason for the change/modification of the Work Order:

2. Specific change required in the Work Order:

3. The cost adjustment of the above described activities shall not exceed
\$ _____ and shall be performed in accordance with the Contract.4. Actual costs shall be invoiced in accordance with the Contract upon completion of the
described activities. The Rates and Terms and Conditions of the Contract shall apply.

Signed: _____

Signed: _____

DTSC Project Manager Date_____
Contractor Representative Date

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SAMPLE CONTRACT**A-3****SAMPLE ADMINISTRATIVE WORK ORDER
DEPARTMENT OF TOXIC SUBSTANCES CONTROL (DTSC)
HAZARDOUS SUBSTANCES/MATERIALS SITE REMEDIATION****Work Order Approval Form**

Site Name/Project Name

Contract No.

Scope of Work Title

Work Order No.

Project/Site Code

Work Order Amendment No.

Total Amount of this Work Order or
Amendment

Total Cumulative Amount of
Work Order

I have reviewed the attached Work Order or Amendment and agree that the Scope of Work described is necessary and adequate and that the Project costs, terms and conditions are acceptable and have been issued in accordance with Departmental policies and contract provisions.

DTSC Project Manager

Date

Contractor

Date

DTSC Contract Manager

Date

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S A M P L E C O N T R A C T**A-3****CONTRACTOR NAME****CONTRACT NUMBER****WORK ORDER NUMBER 1**

(Contractor Name) is hereby authorized to perform the following activities at the (Name of the Site) located at (Address of the Site), California (Site). These activities are required to implement (give a brief description of the purpose of the work order).

SCOPE OF WORK**Task 1**

- Review Site Files and data
- Conduct a Site Walk
- Attend a coordination meeting with the assigned DTSC Project Manager to discuss the Project and the proposed scope of work.
- Prepare and submit for DTSC's review and approval a Detailed Cost Estimate. The estimate shall cover the preparation an implementation Work Plan, implementation of that approved Work Plan, and preparation of the final Implementation Report.

The Detailed Cost Estimate is to be submitted within 30 days of the effective date of this Work Order.

GENERAL PROVISIONS

1. The work is to be conducted in accordance with the requirements outlined in the RSRC Contract
2. Bid Rates and Terms and Conditions of the Contract shall apply to this Work Order and be incorporated by reference.
3. Contractor shall bid at the completion of Task 1.
4. Actual Costs will be paid in accordance with the Contract Terms and Conditions.
5. For this Work Order, the total costs of the above-described activities shall not exceed \$_____.

COSTS

	Estimated Hours	Hrly Rate	Labor Costs
Program Manager	8		
Foreman	4		
Engineer (Registered)	20		
Engineer (non-registered)	20		
Cost Estimator	40		

Travel Costs

Total Cost of Work

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S A M P L E C O N T R A C T**EXHIBIT B****BUDGET DETAIL AND PAYMENT PROVISIONS****1. Invoicing and Payment.**

Contractor will be paid upon satisfactory completion of work and receipt of a proper and complete invoice from the Contractor. Contractor shall bill DTSC in arrears no more often than monthly for actual expenditures incurred in accordance with rates specified and by this reference made part hereof.

Invoices shall be submitted in duplicate: one original hard copy on Contractor's letterhead and one copy in PDF format on a compact disk (CD). The invoice shall include the RSRC Contract Number, Project Contract Number, Work Order Number and date(s) of service covered. Submit all invoices to:

Department of Toxic Substance Control
Attn: Chief, Contract Administration and Purchasing
P.O. Box 806
Sacramento, California 95812-0806
Telephone No:(916) 324-3751

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, DTSC 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, DTSC shall have the option to either cancel this Contract with no liability occurring to DTSC, or offer and Contract 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.

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SAMPLE CONTRACT**4. Compensation**

For services satisfactorily rendered and upon receipt and approval of the invoices, DTSC agrees to compensate the Contractor for actual expenditures incurred in accordance with the authorized Work Orders issued by the Contract Manager and based upon the Contractor's Bid Rates (Attachment 4A, IFB No. I-50031) which are incorporated into this Contract as Exhibit B. For non-bid rate items of expenditure, DTSC agrees to pay the Contractor for any actual costs incurred plus a G&A Percentage no greater than 10 percent, supported by appropriate documentation. See Item E. below. Travel and utility costs are not allowed a G&A Percentage.

Payments to the Contractor shall be made in compliance with the provisions of this section, the Scope of Work and the requirements of the Project Contract and Work Orders issued. Payment shall be made after satisfactory completion of the work and the Contract Manager's approval of the invoice(s) submitted.

A. Contract Rate Payments

The Contractor shall be paid for ordered work at the Contractor's Bid Rates. All rates listed in Exhibit B are valid for the life of the contract and shall not be changed. All Labor and Equipment Rates listed in Exhibit B are "fully loaded" without an additional G&A Percentage. Labor, equipment, or materials not covered by Exhibit B shall be paid for only if prior approval for use is received from the DTSC Contract Manager.

B. Negotiated Rate Payments

If an item or a service is required which can be provided directly by the Contractor and for which no bid rate exists in Exhibit B, the Contract Manager and the Contractor will negotiate a fully loaded payment rate for such service. The negotiated payment rate shall be based on rates that are no greater than the Contractor's usual and customary rates for most-favored customers and do not exceed rates for items listed in the CALTRANS Labor Surcharge and Equipment Rental Rates schedule dated effective October 1, 2009 through March 31, 2010 and as updated annually. (See website: <http://www.dot.ca.gov/hq/construc>) No other costs already allocated to the Contractor's Bid Rates in Exhibit B or specifically excluded by this Contract (see Definitions in Exhibit E) shall be allowed.

C. Cost-Reimbursement (Non-Bid Rate) Payments and G&A Percentage

If an item or a service is required for which no bid rate exists in Exhibit B and upon approval of the Contract Manager, the Contractor will be reimbursed for the actual, reasonable costs of authorized subcontractor and vendor services including equipment rental, permits, disposal of hazardous materials (including applicable taxes and fees), miscellaneous materials, analytical services associated with remediation activities, and any other specialized services required to perform the tasks in the Project Contract. For cost-reimbursable items and services, as described herein, DTSC agrees to reimburse the Contractor for any actual costs plus a G&A Percentage no greater than 10 percent. No other costs already allocated to the Contractor's Bid Rates in Exhibit B or specifically excluded by this Contract (see Definitions in Exhibit E) shall be allowed. The amount of the cost-reimbursable payment shall be the amount invoiced by the vendor or subcontractor.

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The DTSC Contract Manager will direct the Contractor on the competitive process required to obtain best value for cost-reimbursable items. Whenever possible, the rates billed for cost-reimbursable items and services shall be based on rates that are no greater than the Contractor's usual and customary rates for most-favored customers and do not exceed rates for items listed in the CALTRANS Labor Surcharge and Equipment Rental Rates schedule which is updated annually. See website: <http://www.dot.ca.gov/hq/construc/equipmnt.html>

The Contractor will be paid a G&A Percentage no greater than 10 percent for disposal services except when the Contractor is the owner, subsidiary or affiliate of the treatment, storage or disposal facility. If a Contractor is the owner, subsidiary, or affiliate of the facility that is used for treatment, storage, or disposal, then the Contractor will be paid a G&A Percentage equal to 5 percent of the payments for the cost-reimbursable service. Compensation for waste disposal shall be for preferred disposal methods that are most cost-effective, utilizing the most appropriate and geographically nearest disposal Site available to accept the waste or disposal in the manner most cost-effective to DTSC.

D. Method of Payment

1. Invoices shall be in the form required by DTSC and shall include documentation as required by the Contract Manager.
2. DTSC will pay Contractor as stipulated in each Work Order no more often than monthly in arrears upon submittal of an itemized invoice, sent to the address in Item E. below.
3. Cumulative Work Order costs inclusive of Work Order Amendments and Field Order modifications shall not exceed the total amount authorized by the Site Specific/Project Contract, unless or until a formal amendment to the Contract is approved authorizing sufficient, additional funding for such costs.
4. On Projects where prevailing wage laws apply, Contract Manager may request as part of the invoicing process that Contractor provide, certified payrolls pursuant to Labor Code Section 1776.

E. Invoices

DTSC will pay the Contractor in arrears upon submission of a fully documented invoice for each Work Order. The Contractor's invoice must include the following supporting documentation:

1. Separate invoices shall be submitted for each Work Order issued under a Project Contract. Each invoice shall clearly reference the RSRC Contract Number, the Project Contract Number, Work Order Number and period of performance for the services covered in the invoice. Invoices shall be submitted in duplicate; one original hard copy on Contractor's letterhead and one copy in PDF format on a compact disk (CD) to:

Department of Toxic Substances Control
Attn: Chief, Contract Administration and Purchasing
P. O. Box 806
Sacramento, California 95812-0806
Telephone No.: (916) 324-3751

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2. An itemized listing of the applicable labor costs. The list must specify the name and classification of each employee and the date(s) and hours worked. Labor classifications and hourly rates listed must be consistent with those stated in Exhibit B.
3. A separate itemized listing of those employees and hours authorized for overtime and premium rates.
4. An itemized listing of the equipment used. The list must specify the date and time period the equipment was used (i.e. hour, day, week, etc.) and using the terminology, size specifications, and rates identified in Exhibit B.
5. Timesheets as requested by the DTSC Contract Manager or if the Project Contract is Federally funded and signed by the appropriate supervisor of payrolls.
6. Copies of manifests if requested by the DTSC Contract Manager, signed by the Disposal Facility and including a breakdown of what wastes are included in each disposal incident.
7. Separate travel expense claims for each employee authorized to travel when billing for travel and per diem (meals and lodging). DTSC will provide travel claim instructions, current travel rates, forms and receipt requirements. Contractor reimbursement for travel and per diem (meals and lodging) shall not exceed rates established by the California Department of Personnel Administration for non-represented State employees and shall not be entitled to any G&A Percentage
8. Copies of the pertinent invoices, sales receipts, disposal receipts, payroll records, etc., showing actual cost and if requested, evidence of payment, for non-bid rate items.
9. Documentation supporting the rate approved by the DTSC Contract Manager for negotiated, non-bid rate items for services provided directly by the Contractor.
10. The name and telephone number of the person who should be contacted regarding questions on the invoice.

F. Overtime and Premium Rates

1. The work day shall be defined to be a 24 hour period beginning at 0001 and ending at 2400 the same day.
2. Hours for work for all Contractor personnel:

Straight Time: The first eight hours*, Monday through Friday.

Overtime: All work over eight hours per day excluding holidays, Monday through Friday, and all day Saturday, and all time worked over 40 hours in one week, excluding Sunday and Holidays by the same employees. However, a second eight hour shift worked by different employees shall not be compensated with overtime pay.

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Premium Time: All work all day Sunday and Holidays.

Holidays: For all employees under this Contract work on the following days will be compensated as Holiday pay: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas.

Any work performed by the Contractor that is considered overtime and premium time will respectively be paid at 1.333 or 1.666 times the bid rate.

*Time worked must be time worked pursuant to this Contract. Work performed for other clients outside the scope of this Contract will not be considered. Any overtime and premium time must be pre-approved by the DTSC Contract Manager.

G. Travel

All travel and per diem, for which the Contractor will seek reimbursement from DTSC, must be pre-approved by the DTSC Contract Manager and a travel line item must be included in the budget/cost estimate of the Project Contract and Work Order. Whenever State specifically authorizes travel and per diem reimbursements in a Project Contract and Work Order, such reimbursements shall not exceed rates established by the California Department of Personnel Administration for non-represented State employees. (See <http://www.dpa.ca.gov/jobinfo/statetravel.shtml>).

DTSC may authorize travel when Contractor is required to travel more than fifty (50) miles from the point of origin. The point of origin used for calculating all authorized travel and per diem payments will be from the DTSC Cleanup Operations Office as identified on page 1 of Exhibit A of this Contract to the authorized destination, or the Contractor's established office for this Contract as required by IFB Number I-50031 to the authorized destination, whichever is closer. Travel and per diem (lodging and meals) will be payable as a direct cost with no G&A Percentage allowed.

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S A M P L E C O N T R A C T

CONTRACTOR'S BID RATES (aka Contract Rate Schedule)

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EXHIBIT D**SPECIAL TERMS AND CONDITIONS****Agency Liability**

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 Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. For breach or violation of this warranty, DTSC shall, in addition to other remedies provided by law, have the right to annul this Contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

Contract Communication

Any formal communication under this Contract shall be in writing. Any verbal communication between Contractor and DTSC, having contract implications must be confirmed in writing. Notice to either party may be given by certified mail to each respective party. Such notice shall be effective when received, as indicated by post office records, or if deemed undeliverable by post office, such notice shall be effective, nevertheless, 15 days after mailing. Alternatively, notice may be given by personal delivery to the party at the address designated. Such notice shall be deemed effective when delivered unless a legal holiday for State offices commences during the 24-hour period; in this case, notice shall be postponed 24 hours for each such intervening legal holiday. All official notices from Contractor to DTSC shall be directed to the Contract Manager.

Contract Limits

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

Contract Rates

Contract rates to be paid to Contractor shall not exceed the rates listed in Exhibit B. Such rates shall be in effect for the Contract term. When applicable, the DTSC reserves the right to pay labor rates commensurate with the type/level of work performed regardless of the labor classification performing the work. For non-bid rate items of expenditure, DTSC agrees to reimburse the Contractor for any actual costs plus a G&A Percentage no greater than 10 percent only when the rates for those costs are approved by the DTSC Contract Manager, demonstrated to be based on rates that are no greater than the Contractor's usual and customary rates for most favored customers, and do not exceed rates for items listed in the CALTRANS Labor Surcharge and Equipment Rental Rates schedule which is updated annually. No percentage rate greater than 10 percent shall be paid. No other costs already allocated to the Contractor's Bid Rate items in Exhibit B or specifically excluded by this Contract shall be allowed. DTSC and Contractor mutually agree and acknowledge that all unit rates are for billing purposes and do not necessarily reflect actual amount(s) to be paid by Contractor to subcontractors or employees.

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S A M P L E C O N T R A C T**Approval of Subcontracts**

The Contractor shall adhere to the rules governing subcontracting as set forth in the subcontracting Fair Practices Act, commencing with Public Contract Code Section (PCC) 4100.

Subcontractor substitutions also shall be in accordance with the above and shall require the approval of the Contract Manager. Violations of this Act by the Contractor may subject the Contractor to penalties and disciplinary action.

Approval of Work

Notwithstanding the Approval Clause in Exhibit C, General Terms and Conditions, 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 Statement of Work, Exhibit A. DTSC's 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.

Cancellation

DTSC may cancel this Contract without cause upon giving 30-day written notice to the Contractor. DTSC shall not be liable for any loss or damages sustained by the Contractor as a result of the cancellation/termination of this Contract.

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 DTSC, to protect the information from disclosure.

Conflict of Interest

The prospective 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 prospective Contractor shall also list current clients who may have a financial interest in the outcome of this Project. The prospective Contractor also complies with PCC 10410 and 10411.

S A M P L E C O N T R A C T

Contractor Resource Levels, Standards

Contractor shall meet all the contractual requirements and responsibilities listed herein. Contractor shall provide sufficient resources, including dedicated staff and 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, the 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. The Department'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.

Copyrights and Ownership of Data

DTSC 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 DTSC from the moment of creation.

DTSC 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 DTSC 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 DTSC in a format prescribed by DTSC. For any data where the copyright is not granted to DTSC, DTSC 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 the Contract Manager or his/her designee, "Department of Toxic Substances Control" may be abbreviated "DTSC".

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S A M P L E C O N T R A C T**Dispute**

Notwithstanding the General Terms and Conditions (GTC), Exhibit C., and in compliance with Public Contract Code 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, Department of Toxic Substances Control.

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 shall appoint one or more examiners to conduct appeal proceedings and to make recommendations to the Director 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.

DVBE Verification

Contractor agrees to provide verification, in a form agreed to by DTSC, that DVBE subcontractor participation under this Contract is in compliance with the goals specified at the time of award of Contract, or with any subsequent amendment.

Equipment Indemnification

The Contractor is required to indemnify DTSC against all loss and damage to the Contractor's property or equipment during its use under this Contract. The Contractor is required, at its own expense, to maintain such fire, theft, liability or other insurance as deemed necessary for this protection. The Contractor also assumes all responsibility which may be imposed by law for

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property damage or personal injuries caused by defective equipment furnished under this Contract or by operations of the Contractor or the Contractor's employees under this Contract.

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. DTSC 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. DTSC may pay any applicable sales and use tax imposed by another State.

Furnishing of Property by the State or Purchase of Property with State Funds.

Title to equipment purchased or built from these funds will vest in DTSC unless otherwise specified. Upon termination of this Contract, DTSC may:

- a. Request that such equipment be returned to DTSC with costs incurred by the Contractor for such return being reimbursed by DTSC.
- b. Authorize the continued use of such equipment for work to be performed under a different Contract.

The State may, at its option, repair any damage, or replace any lost or stolen items, and deduct the cost thereof from the Contractor's invoice to DTSC, or require the Contractor to repair or replace any damaged, lost, or stolen equipment to the satisfaction of DTSC, with no expense to DTSC. In the event of theft, a police report must be filed immediately, in accordance with the State Administrative Manual Section 2625.

The Contractor shall maintain an inventory record for each piece of nonexpendable equipment purchased or built with funds provided under the terms of this Contract. The inventory record of each piece of such equipment shall include the date acquired, total cost, serial number, and model identification (on purchased equipment), and any other information or description necessary to identify said equipment. The inventory records shall also include the location or section to which each said piece of equipment is assigned. Nonexpendable equipment so inventoried shall be those items of equipment which have a normal life expectancy of one year or more, and an approximate unit price of \$500 or more. In addition, theft-sensitive items of equipment costing less than \$500 shall be inventoried. A copy of the inventory record shall be submitted to DTSC upon request by DTSC, said inventory not to be submitted more frequently than annually.

Health and Safety Responsibility

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

Inspection

DTSC, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which they are being performed. If any inspection or evaluation is made by DTSC of the premises of Contractor or a subcontractor, Contractor shall provide and shall require subcontractors to provide all reasonable facilities and assistance for

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the safety and convenience of DTSC representatives in the performance of duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

Insurance Requirements

When Contractor submits a signed Contract to DTSC, Contractor shall furnish to the DTSC a certificate of insurance, stating that there is liability insurance presently in effect for the Contractor of not less than \$2,000,000 per occurrence for bodily injury and property damage liability combined.

The certificate of insurance will include provisions a, b, and c, in their entirety:

- a. That the insurer will not cancel the insured's coverage without 30 days prior written notice to DTSC.
- b. That the State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this Contract are concerned.
- c. DTSC will not be responsible for any premiums or assessment on the policy.

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

The Department will not provide for nor compensate Contractor for any insurance premiums or costs for any type or amount of insurance.

Automobile Liability

Contractor shall maintain commercial auto liability insurance with limits not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Contract involve transportation of hazardous materials, an MCS-90 endorsement is required.

Commercial General Liability

Contractor, along with any of its subcontractors engaged to perform work pursuant to this Contract, shall maintain Commercial Liability insurance with limits of at least \$2,000,000 covering any damages caused by an error, omission, or negligent act of the Contractor in connection with the work provided such claims arise during the period commencing upon

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the preparation of the Project work documents and ending five (5) years following substantial completion.

Pollution Liability

Contractor shall maintain Pollution Liability covering Contractor's liability for bodily injury, property damage, and environmental damage resulting from pollution and related cleanup costs incurred arising out of work or services to be performed under this Contract. Coverage shall be provided for both work performed on Site, during transportation of hazardous materials, and in the course of disposal of such hazardous materials. Evidence of limits not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate shall be provided. The policy must include Department of Toxic Substances Control and State of California, its officers, agents, employees, and servants as additional insureds, but only insofar as the operations under this Contract are concerned.

Professional Liability

Contractor will maintain Professional Liability covering any damages caused by error, omission or any negligent acts while performing services under this Contract. Evidence of limits not less than \$2,000,000 shall be provided per occurrence and annual aggregate.

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 of this Contract.

By signing this Contract, the Contractor hereby warrants that it carries Workers' Compensation Insurance 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.

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.

Liquidated Damages

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- A. In the event the Contractor does not meet the specified deadlines identified for task/work to be performed, the Contractor shall, in place of actual damages, pay to DTSC as liquidated damages the sum of \$250.00 for each calendar day.
- B. Alternatively, if performance is so delayed, DTSC may terminate the Contract in whole or in part under either the Termination for Cause or for Convenience clauses in this Contract. In that event, the Contractor shall be liable for fixed, agreed and liquidated damages accruing until the time DTSC may reasonably obtain performance of similar services. The liquidated damages shall be in addition to excess costs under the Termination Clause.
- C. The Contractor shall not be charged with liquidated damages when the delay in performance arises out of causes beyond the control and without the fault or negligence of the Contractor.

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.

Non-Eligible Alien Certification (Sole Proprietors Only)

If Contractor is a sole proprietor, by signing this Contract Contractor hereby certifies Contractor is not an unqualified alien who is ineligible for State and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act (8 U.S.C. 1601, et. seq.).

Non-solicitation

The Contractor warrants, by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure the Contract upon a Contract or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained or contracted by the Contractor for the purpose of securing business.

Potential Subcontractors

Nothing contained in this Contract or otherwise, shall create any contractual relation between DTSC and any subcontractors, and no subcontract shall relieve the Contractor of responsibilities and obligations hereunder, including compliance with Federal requirements when contracted services are Federally funded. The Contractor agrees to be as fully responsible to 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 Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from State's obligation to make payments to Contractor. Although DTSC shall have no obligation to pay any moneys directly to any subcontractor, the Contractor is encouraged to make timely payment to its subcontractors under all applicable State laws, rules and regulations.

Prevailing Wages

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The prevailing wage rates for each of the classifications involved in the proposed work to be contracted must comply with the general prevailing rates of wages issued from the Department of Industrial Relations, Labor Code Section 1720.3, Title 8, CCR, Section 16001(a). Prevailing wages may be viewed at <http://www.dir.ca.gov/dlsr/pwd>.

Priority Hiring Considerations

Contractor is hereby advised that it will be obligated to give priority consideration in filling vacancies in positions funded by this Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200. This requirement shall not interfere with or require a violation of a collective bargaining Contract, a Federal affirmative action obligation for hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.

Remedies Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under the Contract, at law or in equity, and exercise of one right or remedy will not be deemed a waiver of any other right or remedy.

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.

Substitution of Subcontractors/Staffing

After award of a Project Contract, the Contractor must use the DVBE and MBE/WBE subcontractors and/or suppliers which they proposed in their bid submittal to DTSC unless a substitution is requested. The Contractor must request the substitution in writing for approval by the DTSC Contract Manager. The request for substitution of the DVBE and MBE/WBE and DTSC's approval cannot be used as an excuse for noncompliance with any other provision of both State and Federal law, especially when Federal funds are used, including, but no limited to, the subletting and subcontracting.

When substituting subcontractors for Project specific services not detailed in the Project Contract, the Work Orders will specify the Contractor obtain written estimates from at least three (3) subcontractors. The Contractor will be required to select a substituted subcontractor based on the subcontractor's cost estimate and qualifications to do the specific task. The Contractor will be required to obtain approval from the DTSC Contract Manager prior to utilizing the substituted subcontractor's services.

When substituting required staff labor classifications/personnel for specific task activities in the Project Contract, the Contractor must submit resumes for the substituted staff and obtain prior approval from the DTSC Contract Manager to ensure that substituted staff meet the minimum qualifications required for the Site specific activity affected.

Cost billed for subcontracted services which are also listed in Attachment 4A shall not exceed the bid rate. For example, If a fixed rate has been established for a labor category set forth in the Contract Rate Schedule (aka Bidder's Cost Sheets) for the Contractor, but the Contractor decides to provide that labor category through a subcontractor, reimbursement for that labor

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category shall be at cost (including applicable indirect cost), but shall not in any event exceed the bid rate established in this Contract for that labor category for the Contractor. Additional services may be subcontracted with the approval of the Contract Manager.

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 DTSC. 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. In compliance with Government Code 11010.5(b), the Contractor shall:

- 1) Stop work as specified in the Notice of Termination.
- 2) Place no further orders for materials, services, or facilities, except as necessary for completion of such portion of the work under this Contract that is not terminated.
- 3) Terminate all subcontracts to the extent they relate to the work terminated.
- 4) Assign to DTSC, effective on the date of termination, in the manner, and to the extent specified by DTSC, all of the rights, titles, and interests for the Contractor under the orders in which case DTSC 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.
- 5) Settle all outstanding liabilities and all claims arising out of such termination of orders and with the approval or ratification of DTSC to the extent DTSC may require. DTSC's approval or ratification shall be final for the purposes of this section.
- 6) Upon effective date of termination of the Contract and the payment by DTSC of all items properly chargeable to DTSC hereunder, Contractor shall transfer, assign, and make available to DTSC all property and materials belonging to DTSC, all rights and claims to any and all reservations.
- 7) Take such action as may be necessary, or as DTSC may specify, to protect and preserve any property related to this Contract which is in the possession of the Contractor and in which DTSC has or may acquire an interest.

Upon receipt of Notice of Termination, Contractor shall be paid, at the rates specified in the 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 the Contract. Contractor shall submit to DTSC

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within thirty (30) calendar days an invoice for the amount that represents the work performed and expenses incurred to the effective date of termination.

Travel and Per Diem Payments

Whenever DTSC specifically authorizes travel and per diem (meals and lodging) reimbursements in a Project Contract and Work Order, such reimbursements shall not exceed rates established by the California Department of Personnel Administration for non-represented State employees (see <http://www.dpa.ca.gov/jobinfo/statetravel.shtm>) and shall not be entitled to any G&A Percentage.

Waiver

No waiver of any breach of this Contract shall be held as a waiver of any other or subsequent breach. All remedies afforded in this Contract shall be taken and construed as cumulative; that is, in addition to every other remedy provided herein or by law. The failure of DTSC to enforce at any time any of the provisions of this Contract, or to require at any time performance by Contractor of any of the provisions therefore, shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this Contract or any part thereof or the right of DTSC to thereafter enforce each and every such provision.

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S A M P L E C O N T R A C T**EXHIBIT E****ADDITIONAL PROVISIONS****Federal Funding**

It is mutually understood between the parties that this Contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the Contract were executed after that determination was made.

This Contract is valid and enforceable only if the United States Government makes sufficient funds available to DTSC for the purposes of this program. In addition, this Contract is subject to any additional restrictions, limitations or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.

The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this Contract shall be amended to reflect any reduction in funds.

The department has the option to void the Contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

Federal Compliance

Contractor shall comply with laws, regulations and other provisions of this Contract related to the Federal program.

Contractor shall maintain internal control over Federal program to provide reasonable assurance that this Federal award is in compliance with laws, regulations and the provisions of Contract that may have a material effect on this Federal funding.

Contractor shall maintain and make available on request records for review or audit by appropriate officials of the Federal agency, DTSC and the General Accounting office.

If Contractor is a State, local government or non-profit organization and expends \$500,000 or more in Federal awards, Contractor shall have an audit of that year as defined in OMB Circular A-133, Section 200. Contractor shall provide Department of Toxic Substances Control (DTSC) with a copy of the audit and other items as required by OMB Circular A-133, Section 320(e).

Federal Mandates

1. All work under this Contract shall be performed in accordance with applicable statutes, rules and regulations of the Federal government. All applicable Federal statutes and provisions of the Code of Federal Regulations in effect on the date of execution of this Contract are an integral part of this Contract.

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2. All applicable contract provisions specified by the Federal Government are an integral part of this Contract.
3. If this Contract is funded in whole or in part by a grant from the United States Environmental Protection Agency, all applicable provisions of Title 40, Parts 31 and 35 (Subpart O), of the Code of Federal Regulations in effect on the date of the Assistance Award for this Project are an integral part of this Contract. Further, Contractor shall comply with the provisions pertaining to conflict of interests set forth at 40 CFR 35.65509(b) (2) (ii).
4. If the principal purpose of this Contract is to create, develop, or improvise products, processes, or methods, or to explore fields which directly concern public health, safety, or welfare; or the Contract is in a field of science or technology in which there has been little significant experience outside of work funded by Federal Assistance, matters regarding rights to inventions and materials generated under the Contract, are subject to regulations issued by the Federal Grantor Agency and the Department. Further this Contract is subject to Federal Grantor Agency requirements and regulations pertaining to reporting and patent rights if the Contract involves research, developmental, experimental or demonstration work with respect to any discovery or invention which arises or is developed in the course of or under this Contract as well as Federal Grantor Agency requirements and regulations pertaining to copyrights and rights in data.
5. If this Contract exceeds \$10,000, the Contractor must comply with U. S. Executive order 11246, entitled "Equal Employment Opportunity," as amended by U. S. Executive Order 11375, and as supplemented in U. S. Department of Labor Regulations (Title 41, Chapter 60 of the Code of Federal Regulations).
6. If this Contract exceeds \$100,000 Contractor shall comply with all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act (42 USC 7606), Section 508 of the Federal Water Pollution Control Act (33 USC 1368), Section 1424(e) of the Safe Drinking Water Act (42 USC 300h (e)), U. W. Executive Order 11738 and U.S. Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations must be reported to the Department and to the EPA Assistance Administrator for Enforcement.
7. Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the Comprehensive Energy Plan for the Commonwealth issued under 4 Pa. Code 5.183, in compliance with the U. S. Energy Policy and Conservation Act (Pub.L. 94 163).
8. If this Contract is a construction contract and exceeds \$2,000, the Contractor shall comply with the Davis-Bacon Act (40 USC 276a to a-7), as supplemented by department of Labor regulations (29 CFA, Part 5), unless exempted from such compliance by the Federal Grantor Agency.
9. In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed on the Excluded Parties List System (EPLS)

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which is available at: <http://www.epls.gov/>. The list contains the names of persons debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority.

10. Compliance with Executive Order 13202 entitled, "Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects," (amended April 6, 2001). E.O. 13202 bans the use of mandated union-only workers in Federally funded construction Projects. Unions and contractors may no longer enter into Project labor Contracts for any Project that receives Federal funds, with few exceptions.

Audit/Compliance Review Requirements

Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents. The Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this Contract, but in no event, later than one year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

If the Contractor is a for profit organization and expends Federal awards of \$300,000 or more during its fiscal year, received either directly from the Federal Government or indirectly from a recipient of Federal funds, the Contractor is required to have a program-specific audit made in accordance with the provisions of OMB Circular A 133 and in accordance with the laws and regulations governing the programs in which it participates. If the Contractor expends less than \$300,000 of Federal awards during its fiscal year, it is exempt from these audit requirements, but is required to maintain records of Federal awards and any State funds which supplement such awards, to provide access to such by Federal and State agencies or their designees.

Compliance with Regulations

The Contractor shall comply with regulations relative to Title VI (nondiscrimination in Federally-assisted programs of the Department of Toxic Substances Control. - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of Federal assistance will implement and maintain a policy of nondiscrimination in which no person in the State of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of Federal assistance or their assignees and successors in interest.

Nondiscrimination

The Contractor, with regard to the work performed by it during the contract shall act in

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accordance with Title VI. Specifically, the Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment

In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

Information and Reports

The Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and facilities as may be determined by the DTSC or any duly authorized representative of the Federal Government to be pertinent to ascertain compliance with such regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the DTSC, or any duly authorized Federal Agency as appropriate, and shall set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the DTSC shall impose such contract sanctions as it or any Federal funding agency may determine to be appropriate, including, but not limited to:

- A. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- B. cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions

The Contractor shall include the above provisions in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor will take such action with respect to any subcontractor or procurement as the DTSC or any Federal funding agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the DTSC to enter into such litigation to protect the interest of DTSC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Subcontracting

The Contractor shall perform the work contemplated with resources available within its own

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organization and no portion of the work pertinent to this Contract shall be subcontracted without written authorization by the Department's Contract Manager, except that which is expressly identified in the Contractor's Cost Proposal.

Any substitution of Subcontractors must be approved in writing by the Department's Contract Manager in advance of assigning work to a substitute Subcontractor.

Any subcontract in excess of \$25,000.00, entered into as a result of this Contract, shall contain all the provisions stipulated in this Contract.

All subcontracts entered into by the Contactor shall comply with the requirements in the CFR 35.6270(a) (1) and (2); 35.6320 (a) and (b); 35.6335; 35.6700; 35.6705; 35.6710(c); 35.6590 (c); and 35.6610.

Women's and Minority Business Enterprises (disadvantaged businesses)

Contractor agrees that it will comply with the Women's and Minority Business Enterprises (disadvantaged businesses), www.sba.gov/sdb, Federal Executive Orders 11625, 12138 and 12432; Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1998; Public Law 101-507, 1991 Appropriations Act; and all governmental regulations, to the effect that Contractor is required to ensure to the fullest extent possible that disadvantaged businesses have the opportunity to participate in a fair share of the subcontracts awarded under this Contract. Contractor gives assurance that it will immediately take any measures necessary to effectuate this Contract.

Direct and Indirect Costs

31.202 Direct costs.

- (a) A direct cost is any cost that can be identified specifically with a particular final cost objective. No final cost objective shall have allocated to it as a direct cost any cost, if other costs incurred for the same purpose in like circumstances have been included in any indirect cost pool to be allocated to that or any other final cost objective. Costs identified specifically with the contract are direct costs of the contract and are to be charged directly to the contract. All costs specifically identified with other final cost objectives of the Contractor are direct costs of those cost objectives and are not to be charged to the contract directly or indirectly.
- (b) For reasons of practicality, any direct cost of minor dollar amount may be treated as an indirect cost if the accounting treatment—(1) Is consistently applied to all final cost objectives; and (2) Produces substantially the same results as treating the cost as a direct cost.

31.203 Indirect costs.

- (a) An indirect cost is any cost not directly identified with a single, final cost objective, but identified with two or more final cost objectives or an intermediate cost objective. It is not subject to treatment as a direct cost. After direct costs have been determined and charged directly to the contract or other work, indirect costs are those remaining to be allocated to

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the several cost objectives. An indirect cost shall not be allocated to a final cost objective if other costs incurred for the same purpose in like circumstances have been included as a direct cost of that or any other final cost objective.

- (b) Indirect costs shall be accumulated by logical cost groupings with due consideration of the reasons for incurring such costs. Each grouping should be determined so as to permit distribution of the grouping on the basis of the benefits accruing to the several cost objectives. Commonly, manufacturing overhead, selling expenses, and general and administrative (G&A) expenses are separately grouped. Similarly, the particular case may require subdivision of these groupings, e.g., building occupancy costs might be separable from those of personnel administration within the manufacturing overhead group. This necessitates selecting a distribution base common to all cost objectives to which the grouping is to be allocated. The base should be selected so as to permit allocation of the grouping on the basis of the benefits accruing to the several cost objectives. When substantially the same results can be achieved through less precise methods, the number and composition of cost groupings should be governed by practical considerations and should not unduly complicate the allocation.
- (c) Once an appropriate base for distributing indirect costs has been accepted, it shall not be fragmented by removing individual elements. All items properly includable in an indirect cost base should bear a pro rata share of indirect costs irrespective of their acceptance as Government contract costs. For example, when a cost input base is used for the distribution of G&A costs, all items that would properly be part of the cost input base, whether allowable or unallowable, shall be included in the base and bear their pro rata share of G&A costs.
- (d) The Contractor's method of allocating indirect costs shall be in accordance with standards promulgated by the CAS Board, if applicable to the contract; otherwise, the method shall be in accordance with generally accepted accounting principles which are consistently applied. The method may require examination when—(1) Substantial differences occur between the cost patterns of work under the contract and the Contractor's other work; (2) Significant changes occur in the nature of the business, the extent of subcontracting, fixed-asset improvement programs, inventories, the volume of sales and production, manufacturing processes, the Contractor's products, or other relevant circumstances; or (3) Indirect cost groupings developed for a Contractor's primary location are applied to offsite locations. Separate cost groupings for costs allocable to offsite locations may be necessary to permit equitable distribution of costs on the basis of the benefits accruing to the several cost objectives.
- (e) A base period for allocating indirect costs is the cost accounting period during which such costs are incurred and accumulated for distribution to work performed in that period. The criteria and guidance in 48 CFR 9904.406 for selecting the cost accounting periods to be used in allocating indirect costs are incorporated herein for application to contracts subject to full CAS coverage. For contracts subject to modified CAS coverage and for non-CAS-covered contracts, the base period for allocating indirect costs will normally be the Contractor's fiscal year. But a shorter period may be appropriate (1) for Contracts in which performance involves only a minor portion of the fiscal year, or (2) when it is general practice in the industry to use a shorter period. When a contract is performed over an extended period, as many base periods shall be used as are required to represent the period of contract performance.

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- (f) Special care should be exercised in applying the principles of paragraphs (b), (c), and (d) of this section when Government-owned Contractor-operated (GOCO) plants are involved. The distribution of corporate, division, or branch office G&A expenses to such plants operating with little or no dependence on corporate administrative activities may require more precise cost groupings, detailed accounts screening, and carefully developed distribution bases.

Federal Labor Rate Calculation Model

In accordance with 40CFR 31.22 the Contractor must submit a document for labor rates for the proposed Scope of Work identifying the breakdown of direct cost, overhead, profit, etc. See attached sample document.

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S A M P L E C O N T R A C T**CONFIDENTIAL INFORMATION – NOT FOR DISTRIBUTION****Required per 40 CFR 31.22****Department of Toxic Substances Control****Labor Rate Calculation Model****Prime:** _____**Contract Ceiling Price:** _____

JOB TITLE	STRAIGHT / OVERTIME	DIRECT COST	LABOR BURDEN (%)	O/H (%)	G&A (%)	PRIME PROFIT (%)	FUNDING FEE	TOTAL (\$)

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SAMPLE CONTRACT**CERTIFICATE OF CURRENT COST OR PRICING DATA**

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____.**. This certification includes the cost of pricing data supporting any advance Contracts and forward pricing rate Contracts between the offeror and the Government that are part of the proposal.

Firm _____

Signature _____

Name _____

Title _____

Date of Execution*** _____

*Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

**Insert the day, month, and year when price negotiations were concluded and price Contract was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of Contract on price.

***Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

CERTIFICATE OF AUDIT PERFORMED

This is to certify that, to the best of my knowledge and belief, the Audit identified was conducted by _____ on the following date _____. I authorize the release of these findings when requested by the Unit Chief or designee of Contracts, Department of Toxic Substances Control.

Firm _____

Signature _____

Name _____

Title _____

Date of Execution*** _____

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S A M P L E C O N T R A C T**DEFINITIONS****Accounting Requirements**

Contractor shall establish an accounting system using generally acceptable accounting principles that will provide information for reports to DTSC 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.

Contract Officer

The Department of Toxic Substances Control Official located in the Contract and Business Services 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.

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. This individual serves as the focal point for all Contracts between the State and the Contractor.

Contractor Representative

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

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.

Construction Phase

This is oversight of entire construction phase of a Project and shall include attendance at pre-construction starting meeting and final inspection, shop drawing and submittal reviews, Site reviews, written clarification of Construction Documents and processing as-built drawings.

Direct Costs and Accounting Practices

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 can not exceed that which

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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 can not be unlawful under any applicable statute and can not be precluded from allowability by any provision of the particular contract of concern.

Director

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

Equipment

Any property with an original cost of \$500 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).

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.

Field Order

Written direction from the State's Project Manager to modify Work Orders as necessary to meet time critical needs to implement the scope of work based on changed or unforeseen Site conditions. The Project Manager will coordinate with the Contract Manager or designee in order to provide this approval. The approved Field Order operates as an approved amendment to the Work Order and a revision to the Work Order Budget, if necessary.

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Fully Loaded Rates

Fully loaded rates are what the state will pay for. The State considers the following items to be part of fully loaded rates: all salaries, indirect costs consistent with cost accounting practices, prevailing wage rates (including all record keeping relating to prevailing wage rates, apprenticeship programs and potential penalties), overhead, metric conversion expenses, monthly expenditure tracking, coordination and oversight of Contractor, general and administrative expenses, including bookkeeping, accountants, and clerical support, and profit. They shall also include all support services (training, mailing, including all expedited deliveries, photocopying, telephone, cellular phones, etc.); materials (paper, binders, report covers, postage, office supplies, ice, field supplies, etc.); office equipment (personal computers, calculators, table and chairs for mobile trailer, any on-Site equipment including laptop/computers, printers, faxes, staplers, etc.); field equipment (tools, bailers, consumables, duct tape, digital camera, video camcorder equipment, etc.) necessary to perform as required in a manner consistent with normal industry standards, except such equipment as are included as a bid rate item.

The following items shall be provided by the Contractor: sampling equipment (jars, coolers, markers, ice, paper towels, etc.); real time hand-held monitoring equipment (dust meters, PID, etc.); small hand tools (hammer, shovels, wrenches screwdrivers, push brooms, pliers, drills, saws, weed eater, chainsaw, distance wheels, utility knives, mops, ladders, post hole digger, rakes, sledge hammer, etc.); and health and safety equipment and supplies (drinking water, Gatorade, ChapStick, sunscreen, First Aid kit, fire extinguisher, protective clothing for level D, including coverall, hard hats, eye protection, steel-toed boots, rain gear, respiratory equipment; work gloves, decontamination equipment, shop towels, liner bags, hand cleaners, buckets, soap and scrub brushes, tarps for decontamination areas, cleaning solutions, air horns, etc.) necessary to perform as required in a manner consistent with normal industry standards, except such equipment as are included as a bid rate item.

Travel and per diem (lodging and meals) are **not** to be included in each bid item price nor in the fully loaded rates. Separate reimbursement for per diem shall be allowed when specifically authorized by the State and shall not exceed rates established by the California Department of Personnel Administration (DPA) for non-represented employees. (See website: <http://www.dpa.ca.gov/jobinfo/statetravel.shtm>). Overtime is **not** included in fully loaded rates.

General and Administrative Costs

The [costs necessary](#) for [operations](#) but not directly associated with developing a [product](#) or providing a [service](#).

Project Administrator

The individual assigned by Contractor to manage work orders for a specific Project/Site as issued under the terms of the Contract.

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S A M P L E C O N T R A C T**Project Contract**

This is the Site-specific or individual Project Contract that authorizes the Contractor to perform activities/tasks under the Regional Site Remediation Contract (RSRC). The Project Contract (PA) identifies the scope of work, the schedule for providing Project related services, and a budget based on Bid Rates (Attachment 4A) in Exhibit B in the RSRC. PA's are implemented by Work Orders issued by the DTSC Contract Manager.

Project Budget

Project Budget is the amount established by the State that represents the maximum authorized cost estimate for Site specific tasks/activities.

Project Manager

The person or firm designated by the State to coordinate all activities performed by each Contractor assigned work at a specific Site. Under the direction of the Contract Manager, the 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 Contractor hired specifically for this purpose.

Project Representative

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

Resource Package

Unique and dedicated personnel and equipment used to meet the required qualifications for a region.

Responsible Managing Employee (RME)

For the purposes of this IFB/RSRC Contract, a RME is an employee of a company that is bidding on this Contract and whose work experience from former companies can be counted toward the minimum qualifications (Item 8, 9, 10, 11 and 12 of Section B, Bidder Minimum Qualifications in this IFB). However, the employee represented as the RME must be one of the staff resources identified within the bidders' submittal and must be an employee of the bidding company, If the bidding company has been in existence less than five (5) years, and then the RME must have held the general engineering license for more than five years.

Standby Time

Includes problem situations involving Site access problems or delays caused by other State contractors or personnel and when the Contractor is prevented from performing the necessary work due to no fault of its own.

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The State of California acting through the Department of Toxic Substances Control.

Subcontractor

A legal entity hired directly by Contractor to perform some designated portion of the work Contractor has agreed to perform for the State. Existing subcontractors may be utilized under this Contract.

Subcontract Costs

If a fixed rate has been established for a labor category set forth in the Contract Rate Schedule (aka the Bidder's Cost Sheets) for the Contractor, but the Contractor decides to provide that labor category through a subcontractor, reimbursement for that labor category shall be at cost (including any applicable indirect costs), but shall not in any event exceed the bid rate established in this Contract for that labor category for the Contractor.

Work Order

The written mechanism used by the Contract Manager for implementing the terms and conditions of the Project Contract, as authorized by this Contract. Work Orders and Work Order amendments inclusive of Field Order modifications become part of this Contract and the Project Contract.

Work Orders are issued by the Contract Manager or designee and require the Contractor to perform Site-specific service for a specified dollar amount.

Work Orders do not encumber funds. Work Orders are based on the cost and rates included in Exhibit B of this Contract. Work Orders may include non-bid rate items with G&A Percentage for specified categories of service (e.g., disposal, subcontractors, etc.). Work Orders should include a line-item definition of the cost of work to be done and will be used to evaluate and approve Contractor invoices for payment purposes.

Question and Answers for Bid #I-091001 - Hazardous Substances/Materials Site Remediation

OVERALL BID QUESTIONS

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

Question Deadline: Dec 17, 2009 3:00:00 PM PST