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Department of Toxic Substances Control

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Potentially Responsible Party (PRP) Searches Request for Proposal (RFP) Primary No. 2627-07

July 9, 2026

The Department of Toxic Substances Control (DTSC) is soliciting proposals from qualified firms who have the ability to provide all necessary personnel services, materials, supplies, facilities and equipment to conduct chain of title searches and potentially responsible party (PRP) searches and prepare associated deliverables. Instructions for submitting any questions about the content or the competitive process and DTSC's response process are outlined in Section 14.B.

The purpose of this solicitation is to award one (1) contract for the specified services in an amount not to exceed \$950,000.00. This RFP explains what is required to submit a successful proposal package. In submitting your proposal, you must comply with these instructions and meet all requirements. Prior to submitting a proposal, Proposers shall review the Sample Contract included in this RFP to ensure they agree to all terms and conditions and have the ability and resources to complete the required work within the timeframes set out in the contract.

DTSC is not obligated to award and reserves the right to reject all proposals.

Proposers shall submit completed proposals as outlined in this RFP no later than the date stated in the Schedule of Events table on the next page.

The State's General Terms and Conditions and Contractor Certification Clauses will be included, by reference, in any resulting contract entered into with the State of California, and they may be viewed and downloaded at Internet site:
<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

Katheryn Nicol
DTSC Contracts Unit
contracts@dtsc.ca.gov

1. SCHEDULE OF EVENTS

Department of Toxic Substances Control
RFP No. 2627-07

Events	Anticipated Date of Event
RFP Release Date	July 9, 2026
Deadline to Submit Written Questions	July 20, 2026 at 3:00 p.m., Pacific Time
Post Response to Written Questions*	August 4, 2026
Final Filing Date and Time for Proposal Submission	August 13, 2026 at 3:00 p.m., Pacific Time
Public Cost Proposal Opening*	October 1, 2026 at 10:00 a.m. Pacific Time
Post Notice of Intent to Award	5 Days before Award
Anticipated Contract Performance Start Date*	December 1, 2026

* This date may be changed at the discretion of DTSC without addendum to this RFP.

NOTE: Public Cost Proposal Opening Location: Department of Toxic Substances Control – 1001 I Street, Sacramento, CA 95814. An option to attend remotely will also be available. For security reasons, if you plan to attend the public Cost Proposal opening in person or remotely, you must contact contracts@dtsc.ca.gov by 11:00 a.m. on September 30, 2026, so a Teams meeting invite can be made, or arrangements can be made for entrance into the Cal/EPA building.

Department of Toxic Substances Control
PRP Searches
Request for Proposal No. 2627-07

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Department of Toxic Substances Control**Potentially Responsible Party (PRP) Searches****3. INTRODUCTION**

DTSC is responsible for protecting the public health and the environment from the harmful effects of toxic substances. In carrying out this responsibility, DTSC regulates the activities of hazardous/materials generators including the treatment, storage, and disposal facilities (TSDF), and transporters. DTSC also evaluates hazardous substance/materials facility sites, administers resource recovery and health and safety programs, conducts hazardous substance release assessments, reviews and approves financial assurance mechanisms of business entities, oversees the development and implementation of closure and post-closure operation and maintenance plans, carries out State and Federal “superfund” and other site cleanup activities, coordinates emergency response actions, conducts hazardous substances property evaluations and assessments of abandoned sites, and carries out enforcement activities.

Authority to contract is found in the Public Contract Code, and Part 2 of Division 45 of the California Health and Safety Code authorizes DTSC to clean up hazardous substance release sites which pose a threat or potential threat to the public health and/or the environment. Among other things, DTSC is authorized to contract for professional technical data gathering and analysis, perform remedial and removal actions, and perform other related work at hazardous substance sites. Further, Chapter 6.5 of Division 20 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 constituents into the environment from a current or formerly permitted hazardous waste facility.

4. PURPOSE

The purpose of this document is to solicit proposals from Proposers who have the ability to provide personnel, services, and materials necessary to conduct chain of title searches and PRP searches and prepare associated reports. In addition, the Proposer shall provide Title Search and PRP Search Staff Training and Consultation to DTSC staff.

DTSC intends to award one (1) contract resulting from this process. The term will be two (2) years with the option to renew for one (1) additional year at DTSC’s sole discretion. DTSC anticipates requesting on average approximately 20 PRP search reports and 20 title search reports per year, but no guarantees can be made about the frequency or amount of work.

The activities listed above are needed for identifying liability and viability of PRPs in connection with discharges of uncontrolled hazardous substances at sites located throughout the State of California. Travel to local government offices to search for and retrieve public documents and records may be required.

5. CONTACT INFORMATION

All communications for this RFP must be directed to the following staff:

Katheryn Nicol
Contract Development Analyst
Department of Toxic Substances Control
1001 I Street, 12th Floor
Sacramento, CA 95814
E-mail: contracts@dtsc.ca.gov

Any contact with DTSC regarding this RFP must be directed to the designated DTSC staff identified above. Prospective Proposers, including any prospective subcontractors, shall **NOT** contact any other DTSC employees or Board of Environmental Safety members regarding the RFP and/or the proposed work associated with this RFP. Any discussion or inquiry regarding this RFP in violation of this rule may result in the disqualification of such Proposer's proposal or contract award. This requirement is to ensure a fair and equitable process in awarding a contract based upon merit. Any oral or written communications regarding this RFP from any other DTSC employee or board members may not be relied upon and are not binding on DTSC.

6. SERVICES TO BE PROVIDED

The services to be provided are PRP and Title Search Services and Reporting as identified in detail under Section 17, Sample Contract of this RFP (Sample Contract). Early, comprehensive identification of all PRPs supports effective notification, encourages cooperative response actions, enables equitable allocation of cleanup costs, and facilitates timely settlement with smaller contributors.

7. TECHNICAL PROPOSAL SUBMISSION REQUIREMENTS

Each Technical Proposal must contain all required items listed below in Sections A-E. The items must be presented in the same order and must be clearly labeled by section and subsection. Any information that exceeds the stated parameters may be disregarded.

For purposes of responding to the Technical Proposal Submission Requirements, please refer to the following definitions:

Title Search and Report: The historical review of county land records to determine legal ownership, easements, liens and chain of title for a specific parcel of real property.

PRP Search: A comprehensive environmental liability investigation to identify corporate entities, operators, generators, and historical owners who may be legally liable for hazardous substance releases. This process often incorporates, but is not limited to, real property title searches.

PRP Search Report: The formal, synthesized narrative report summarizing operational histories, corporate successions, waste disposal practices, and legal nexus documentation determining liability rankings.

Collectively, the Title Search and Report, PRP Search and PRP Search Report are referred to as PRP and Title Search Services and Reporting.

Technical Proposal responses should be broadly reflective of the operational requirements and technical challenges outlined in the Sample Contract. Any section of the Technical

Proposal exceeding the specified page limits will be blanked out or removed by the procurement coordinator and will not be reviewed, evaluated or scored by the evaluation committee.

A. CORPORATE EXPERIENCE NARRATIVE

Provide a narrative not to exceed 15 double-spaced pages in 12-point font describing the firm's experience conducting PRP and Title Search Services and Reporting. Project examples cited may be used to demonstrate experience for multiple items. The narrative shall:

- i. State the number of years the firm has provided PRP and Title Search Services and Reporting. Specific projects are not required to be identified.
- ii. Provide the number of PRP Search Reports completed in the last five (5) years. Specific projects are not required to be identified.
- iii. Briefly describe at least three (3) complex PRP Search Report projects the firm completed with contract values of \$250,000 or greater. Specific projects must be identified and required reference information for each project must be provided in section 7.A.xii.
- iv. Briefly describe at least three (3) complex PRP Search Report projects the firm completed which included the identification of at least fifteen (15) distinct business entities or trusts. Specific projects must be identified and required reference information for each project must be provided in section 7.A.xii.
- v. Briefly describe at least three (3) complex PRP Search Report projects the firm completed that included tracing liability through mergers, acquisitions and dissolutions. Specific projects must be identified and required reference information for each project must be provided in section 7.A.xii.
- vi. Summarize typical annual workload. Demonstrate that you have managed at least five (5) Title Search and Reports and five (5) complex PRP Search Reports simultaneously while maintaining quality and schedule.
- vii. Identify research resources, commercial databases, and/or software primarily used to perform PRP and Title Search Services and Reporting and explain their relevance in performing this work.
- viii. Highlight (1) significant challenges encountered while conducting PRP and Title Search Services and Reporting; (2) the strategies employed to resolve them; and (3) the measurable outcomes.
- ix. Provide a brief description of any internal/external training conducted related to PRP and Title Search Services and Reporting.
- x. State how many PRP Search Reports the firm has provided for government entities within the past five (5) years. Specific projects are not required to be identified.
- xi. Sometimes, there are deeds recorded many decades ago with no street address or Assessor's Parcel Number (APN), or with addresses and APNs that have changed since the deed was recorded. The deed may contain a legal description for property that has since been subdivided.

- a) Provide your experience identifying a parcel on a map based only on the legal description in a deed (rather than a street address or APN), when the legal description is in the form of metes and bounds.
 - b) Provide your experience identifying a parcel on a map based only on the legal description in a deed (rather than a street address or APN), when the legal description is in the form of a government survey.
 - c) Provide your experience identifying a parcel on a map based only on the legal description in a deed (rather than a street address or APN), when the legal description is in the form of a lot and block legal description.
- xii. For every project cited in the Corporate Experience Narrative, Proposer must include a separate list at the end that includes the project name, the client name, a contact person, telephone number, and e-mail address. If the primary contact person for a historical project is no longer available or employed by the reference entity, the Proposer must provide the contact information for the entity's current Contract Manager, Public Records Officer, Human Resources Department or general corporate headquarters to satisfy the requirement. Failure to provide a verifiable list may result in disqualification and providing fraudulent information will result in a proposal being deemed non-responsive and disqualified from further evaluation. This list will not count towards the maximum number of pages. DTSC may contact the client, but only to verify the information provided.

B. SAMPLE TITLE SEARCH AND REPORT

- i. Submit one (1) complete Title Search and Report conducted and finalized within the last three (3) years. The report must:
 - a) Be provided as a searchable PDF.
 - b) Cover at least the past 50 years of the site history.
 - c) Include a one (1) page cover sheet stating:
 - (i) The original project purpose and intended audience; and
 - (ii) Identify the client for which the report was prepared and provide the client contact name, telephone number, and e-mail address. DTSC may contact the client, but only to verify the report.
 - d) Be redacted as necessary to protect confidential information while preserving evaluable content.
 - e) Past and present owners are clearly identified for the subject site and surrounding properties (e.g., abutting parcels).
 - (i) Identification must include:
 - (1) Owner names
 - (2) Corporate names (as applicable)
 - (3) Dates or periods of ownership
 - (4) Source citations, such as deeds, assessor records, or other validated documentation.

C. SAMPLE PRP SEARCH REPORT

- i. Submit one (1) complete PRP Search Report conducted and finalized within the last three (3) years. The report must:
 - a) Be provided as a searchable PDF.
 - b) Cover at least the past 50 years of the site history including operational history and past and current regulatory status.
 - c) Include a one (1) page cover sheet stating:
 - (i) The original project purpose and intended audience; and
 - (ii) Identify the client for which the report was prepared and provide the client contact name, telephone number, and e-mail address. DTSC may contact the client, but only to verify the report.
 - d) Be redacted as necessary to protect confidential information while preserving evaluable content.
 - e) Include a property with multiple parcels and a history of use by several industrial operations.
 - f) Include discussions about:
 - (i) Site characterization, including nature and extent of hazardous substances identified
 - (ii) Cleanup actions
 - (iii) History of releases of each COC (Contaminants of Concern) if known (specifying known dates), specifying the medium as well as location on the site
 - (iv) Any potential off-site sources of COC
 - (v) Identify what media has been sampled
 - (vi) Identify any known or suspected sensitive receptors onsite and off-site
 - (vii) Actions by public entities and private parties to characterize and clean up the site
 - (viii) Identify owner, operator names, dates/periods of ownership, and source citations (deeds, assessor records.)
 - (ix) Specific dates of costs incurred by public entities to characterize and clean up the site
 - g) Include a summary of information from the search of at least the following sources: historical phone books, Polk Directories, County Recorder Office, Haines Criss-Cross directories, and the California Manufacturers' Register and corresponding copies of the relevant documentation.
 - h) The Title Search and Report where specified must include copies of the recorded instrument for each transfer (e.g. deed).

D. ORGANIZATIONAL CHART, RESUMES, AND PERSONNEL EXPERIENCE FORMS

- i. Provide an organizational chart showing all Key Personnel—including prime-contractor and subcontractor staff—who would be assigned to this contract

and include their proposed role. Key Personnel are individuals whose expertise is critical to successful contract performance. The organizational chart at a minimum must include a Project Manager and Senior PRP Research Lead. All subcontracted roles must explicitly display the legal name of the subcontractor entity within the position block.

- ii. For each Key Personnel, except the Project Manager and Senior PRP Research Lead, attach a résumé no longer than two (2) pages detailing relevant experience performing PRP and Title Search Services and Reporting, professional licenses/certifications, and pertinent educational degrees (e.g., J.D.; B.S./M.S. in environmental science, geology, geography, or related field). Do not include any personal information, such as employee home addresses, phone numbers, emails, on the resumes or any other documentation.
- iii. For the Project Manager and Senior PRP Research Lead, do not include a resume. Instead, fill out Attachments 13 and 14 "Personnel Experience Form", one for each respective role. The forms are included as Attachments 13 and 14 to this RFP in Section 16, "Attachments." The experience documented in the forms must specifically address the criteria detailed in each attachment. The forms will be used to verify and score the experience for the Project Manager and Senior PRP Research Lead against the corresponding evaluation criteria in the Evaluation and Scoring Rubric in Section 12.D.

E. CONTRACT WORK PLAN NARRATIVE

Provide a narrative no longer than 10 double-spaced pages in 12-point font explaining how the bidder will apply its staff, tools, and other resources to fulfill the contract requirements in the Sample Contract. The narrative shall:

- i. Demonstrate a clear understanding of the contract scope, objectives, and deliverables.
- ii. Describe the proposed workflow for receiving assignments, conducting research, performing quality control, addressing DTSC's comments, and delivering products.
- iii. Provide a staffing and resource plan that outlines how the bidder's dedicated resources will have sufficient dedicated hours and technical expertise to deliver at least five (5) Title Search Reports and five (5) PRP Search Reports every three (3) months.
- iv. Identify key tools, databases, and methodologies and explain their suitability.
- v. Describe performance-monitoring metrics that will be tracked and reported to DTSC.
- vi. Present a communication plan outlining the frequency, format, and responsible parties for status updates and issue escalation.
- vii. Summarize data-management and security protocols.
- viii. Provide a proactive risk management and mitigation plan detailing how they will identify, monitor and mitigate operational, technical and programmatic risks that could disrupt contract performance or delay deliverables. It should address, at a minimum, volume and workload surges, technical anomalies, and business continuity and technology downtime.
- ix. Describe your proposed approach and methodology for delivering the staff training and consultation services outlined in the Sample Contract, including the

recommended training delivery methods, the specific instructional tools to be utilized, and the strategy for providing ongoing, post-training support to DTSC staff.

- x. Provide a contingency plan for staff turnover explaining succession, cross training, knowledge transfer, and continuity strategies to maintain continuity of service.

8. COST DETAIL FORMAT AND REQUIREMENTS

- A. The Proposer Cost Sheet **must** be submitted in a sealed envelope separate from the rest of the Proposal package. The sealed envelope shall contain one (1) complete hard copy of the Proposer Cost Sheet (Attachment 4). Clearly label the envelope as **“PROPOSER COST SHEET FOR RFP NO. 2627-07, submitted by [Proposer Name].”**
- B. Proposer must submit a Proposer Cost Sheet in the format prescribed in Attachment 4.
- C. This is a fixed unit price proposal and shall consist of a single unit price rate for each specific item on the Cost Sheet. Submitted rates are “fully loaded rates” as described under Exhibit B of Section 17, Proposed Contract of this RFP.
- D. The rates shall not be increased for the term of the contract or any extension/amendment of the contract.
- E. The Proposal Total on the Proposer Cost Sheet will be used to determine the lowest proposal. The contract, if awarded, will incorporate the rates in the Proposal Cost Sheet.

9. PREFERENCE PROGRAMS

The State established the following preference programs to encourage participation in state contracting by various segments of the business community and to stimulate business and employment in geographic areas determined to be economically distressed. DTSC will apply preference adjustments to eligible Proposers according to State regulations following verification of eligibility with the appropriate office of Department of General Services.

A. SMALL BUSINESS PREFERENCE

A five percent (5%) proposal preference is available to a certified small business firm. The Small Business preference will be applied to those Proposers declaring their eligibility on the Bid/Bidder Certification Sheet, Attachment 2.

The five percent (5%) proposal preference is also available to a non-small business claiming California-certified small business/microbusiness subcontractor participation for at least twenty-five percent (25%) of its proposal price. The non-small business preference will be applied to those Proposers declaring their eligibility on the Bidder Declaration, Attachment 6.

To claim the small business preference, Proposers must meet the requirements, and complete and submit Attachment 11, Small Business Preference with their proposal.

Note: The 5% proposal preference is used for computation purposes only and does not alter or affect the amounts of the resulting contract. In no event shall the preference

amount of the small business or non-small business subcontractor preferences awarded on a single proposal exceed \$50,000.

Information regarding the certification program and the benefits of being certified as a Small Business by the Department of General Services may be obtained at:
<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Apply-for-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>.

B. TARGET AREA CONTRACT PREFERENCE ACT

Proposers seeking to obtain a Target Area Contract Preference Act (TACPA) preference must complete and submit the Target Area Contract Preference Act Preference Request, STD. 830, with the Proposal (Attachment 12). This form is available and additional information regarding this preference program may be obtained from:
<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-Target-Area-Contract-Preference?search=tacpa>.

C. DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM PARTICIPATION AND INCENTIVE

DVBE Participation: Public Contract Code Section 10115 establishes a contract participation goal of at least three percent (3%) for disabled veteran business enterprise (DVBE). This goal applies to a State agency's overall contracting program. State agencies have the discretion to apply the DVBE participation goal to individual contracts. **The 3% minimum DVBE participation requirement is waived for this RFP.**

DVBE Incentive: However, the State is committed to achieving legislatively established goals for the participation of DVBEs in all state contracts and seeks to use certified DVBE businesses, whenever possible. Therefore, the State requests your voluntary participation in reporting any certified DVBEs including yourself, that will be used in the performance of the resulting contract. An explanation of the DVBE requirements can be found at the Internet web site: <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Apply-for-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>.

This RFP package provides program information and Proposer responsibilities for the California DVBE Contract Participation and Bid Incentive Instructions (Attachment 8), which Proposers should read. The Proposer must indicate all proposed subcontractors on the Bidder Declaration (Attachment 6).

D. COMMERCIALLY USEFUL FUNCTION

In accordance with Military and Veterans Code (MVC) Section 999(b)(5)(B) and 999.10 (a)(3), Government Code (GC) 14837(d)(4)(A), Title II California Code of Regulations, Sections 1896.15 and 1896.71, a California certified Small Business and/or DVBE must be deemed to perform a Commercially Useful Function (CUF).

Proposers seeking to obtain a Small Business or DVBE preference must complete and submit a Commercially Useful Function Evaluation Form (Attachment 10) for each SB and DVBE with their proposal. **One form must be filled out for the prime and one form for each subcontractor proposed to obtain the preference/incentive.**

10. PROPOSAL REQUIREMENTS

A proposal will not be considered complete unless it contains all of the items described below. Proposers are not to alter or modify the forms other than by providing the required information; please note, adding your firm's logo or letterhead to the form is not considered a modification or alteration of the form.

A. TECHNICAL PROPOSAL

Proposers must provide all requested information as outlined in Section 7 of this RFP.

B. ATTACHMENTS

Failure to submit any of the below Attachments may cause the Proposal to be rejected.

- i. *Attachments Checklist.* Proposers must complete and return the Attachments Checklist, (Attachment 1).
- ii. *Bid/Bidder Certification Sheet.* Proposers must complete and return the Bid/Bidder Certification Sheet (Attachment 2). This form must be signed by an individual who is authorized to bind the Proposer contractually.
- iii. *Proposer Certifying Statements.* Bidder must complete and return the Bidder Certifying Statements (Attachment 3). This form must be signed by an individual who is authorized to bind the Proposer contractually.
- iv. *Proposer Cost Sheet.* Proposers must complete and return a Proposer Cost Sheet (Attachment 4) per requirements outlined in Section 8. Cost Detail Format and Requirements.
- v. *California Civil Rights Laws.* Proposers must complete and return the California Civil Rights Laws Certification (Attachment 5).
- vi. *Bidder Declaration.* Proposers must complete and return the Bidder Declaration GSPD-05-105 (Attachment 6).
- vii. *Darfur Contracting Act.* Proposers must complete and return the Darfur Contracting Act Certification (Attachment 7).
- viii. *Preference Program Attachments 8 through 12.*
These attachments should be submitted if applicable.
 - a) California Disabled Veteran Business Enterprise (DVBE) Contract Participation and Bid Incentive Instructions (Revision Date 1-2022) (Attachment 8)
 - b) STD 843 DVBE Declarations (Attachment 9)
 - c) Commercially Useful Function Evaluation Form (Attachment 10)
 - d) Small Business Preference (Attachment 11)
 - e) Target Area Contract Preference Act (TACPA) (Attachment 12).
- ix. *Personnel Experience Form – Attachments 13 and 14.* These forms will be used to verify and score the experience for the Project Manager and Senior PRP Research Lead against the corresponding evaluation criteria in the Evaluation and Scoring Rubric in Section 12.

11. SUBMISSION OF PROPOSALS

All proposals must be submitted under sealed cover to the Department of Toxic Substances Control by dates and times shown in the Schedule of Events Table. Proposals must be in the physical possession of the procurement official by the due date and time. Postmarks, shipping labels, or other receipts dated on or before the due date and time will not be accepted as proof of timely submission. DTSC assumes no responsibility for bids lost or delayed in the mail. Any proposal arriving after the due date and time will be rejected as legally non-responsive and cannot be opened or scored. **Proposer Cost Sheet must be submitted in a separate sealed envelope**, per the requirements outlined in Section 8. **Proposals not submitted under sealed cover shall be rejected.** Proposers are required to submit a minimum of two (2) complete paper sets and one (1) additional electronic copy on USB-flash drive containing the proposal. Please ensure the USB-flash drive copy does not contain the Proposer Cost Sheet and that it mirrors the paper sets. One (1) paper copy must be marked as the original Proposal. The original Proposal will be relied upon as the official proposal, in the event there are any discrepancies between the original Proposal and the other paper or electronic copies. The sealed proposal envelopes must be plainly marked with the RFP number and title, must show Proposer's name and address, and must be marked with "DO NOT OPEN".

Proposals sent via U.S. Postal Delivery, UPS, Express Mail or Federal Express should be delivered at the locations in the table below. Hand delivered proposals will **only** be accepted on the Final Filing Date and must be coordinated and scheduled ahead of time. To arrange for hand delivery, Proposer must contact the individual listed in Section 5 by 3 p.m. on the business day before the Final Filing Date via E-mail at: contracts@dtsc.ca.gov. Hand delivery will be accepted at 1001 I Street and further instructions will be provided when hand delivery is requested.

Via U.S. Postal Service Delivery	UPS, Express Mail, Federal Express
RFP 2627-07 PRP Searches Contract Development Department of Toxic Substances Control Contracting Services Branch – 12th Floor P.O. Box 806 Sacramento, CA 95812-0806	RFP 2627-07 PRP Searches Contract Development Department of Toxic Substances Control Contracting Services Branch – 12th Floor 1001 I Street Sacramento, CA 95814

- A. All proposals shall include the documents identified in Proposal Requirements. Proposals not including the proper "required attachments" may be deemed non-responsive. A non-responsive proposal is one that does not meet the proposal requirements.
- B. All documents requiring a signature (in blue ink or digitally) must bear an original blue ink or digital signature of a person authorized to bind the proposing firm. Please note: DTSC accepts e-signatures on all forms requiring signatures.
- C. Proposals 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 proposal to be rejected.

- D. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals and may waive an immaterial deviation in a proposal. The State's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the Proposer from full compliance with all requirements if awarded the contract. If a Proposer fails to sign a required attachment (other than the Bid/Bidder Certification Sheet (Attachment 2) and Bidder Certifying Statements (Attachment 3)), the State may, at its sole discretion, treat this as a clerical error and allow the Bidder to cure the defect by submitting the signed document within two (2) business days of notification. Failure to sign the Bid/Bidder Certification Sheet (Attachment 2) and Bidder Certifying Statements (Attachment 3) shall be deemed a material deviation and is not curable.
- E. Costs incurred for developing proposals in anticipation of award of the contract are entirely the responsibility of the Proposer and shall not be charged to the State of California.
- F. An individual who is authorized to bind the Proposer contractually shall sign the Bid/Bidder Certification Sheet (Attachment 2). The signature shall indicate the title or position that the individual holds in the proposing firm. An unsigned Bid/ Bidder Certification Sheet will be rejected.
- G. A Proposer may modify a proposal after its submission only by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline. Proposer modifications offered in any other manner, oral or written, will not be considered.
- H. A Proposer may withdraw its proposal by submitting a written withdrawal request to the State, signed by the Proposer or an authorized agent. A Proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- I. The awarding agency may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum via Cal eProcure.
- J. Proposals that contain false or misleading statements or which provide references that do not support an attribute or condition claimed by the Proposer may be rejected.
- K. The awarding agency reserves the right to reject all proposals. The agency is not required to award a contract.
- L. Before submitting a response to this solicitation, Proposers shall review, correct all errors, and confirm compliance with the RFP requirements.
- M. The State does not accept alternate contract language from a prospective Contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- N. No oral understanding or contract shall be binding on either party.

12. EVALUATION AND SCORING PROCESS

A. BASIC ELIGIBILITY.

- i. Proposals will be evaluated based on the RFP Primary Method described in California Public Contract Code §10344 (b). The Proposer should thoroughly review this RFP to ensure that its proposal is fully compliant with the RFP requirements. At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP. Cost sheets will remain sealed and will not be opened during the initial proposal opening.

B. RESPONSIVENESS TO THE PUBLISHED REQUIREMENTS

- i. DTSC will evaluate each proposal to determine its responsiveness to the published requirements. If DTSC determines a proposal is in conformance with the submission requirements of this RFP, it will undergo an evaluation of the Technical Proposal.

C. SCORING OF THE TECHNICAL PROPOSAL

- i. Proposers that are found to be in conformance with the submission requirements of this RFP will have their Technical Proposal collaboratively evaluated by an evaluation team selected by DTSC and scored based on the scoring rubrics included in Section 12.D to determine a consensus score. The maximum score is 800 points. Proposers who meet all submission requirements and receive at least 600 points for their Technical Proposal will have their cost proposal opened.

D. EVALUATION AND SCORING RUBRICS

Scoring Scale A – General Criteria (for all Requirements below that state: “See Scoring Scale A”)		
Evaluation	Points Awarded	Basis for Assignment
Excellent	100% of points possible	The response thoroughly addresses all material components of the requirement(s), demonstrates a deep and comprehensive understanding of the topic, and provides exceptional detail regarding complex work or a high level of expertise.
Fair	50% of points possible	The response addresses the material requirement(s) without significant flaws, omissions, or defects and demonstrates an adequate understanding of the topic, but lacks advanced detail regarding complex work or a high level of expertise.
Unsatisfactory / Nonresponsive	0% of points possible	The response fails to adequately address the material requirement(s), contains significant flaws, omissions or defects or demonstrates a poor understanding of the topic.

Scoring Scale B – Organization & Clarity Criteria (for all Requirements below that state: “See Scoring Scale B”)		
Evaluation	Points Awarded	Basis for Assignment

Excellent	100% of points possible	The writing is exceptionally clear, precise, and organized in a logical, coherent order making the content easy to follow and comprehend. The text is free (or nearly free) of spelling, grammatical and punctuation errors and any such errors are minimal and do not detract from clarity or professionalism. The response reflects an advanced degree of polish, precision and rigorous attention to detail, demonstrating the sophisticated writing capability required for formal report delivery.
Satisfactory	50% of points possible	The writing is generally clear and organized, though minor issues may be present. The structure and flow are adequate. May contain some minor grammatical, spelling, grammar or punctuation errors, but they do not hinder comprehension. The response reflects adequate attention to detail but lacks polish.
Unsatisfactory	0% of points possible	The writing exhibits one or more of the following deficiencies: • The text is poorly written, unclear, or disorganized. • Frequent spelling, grammatical, and/or punctuation errors are present and may hinder comprehension. • The response lacks basic attention to detail, appearing rushed, careless or unprofessional.

Corporate Experience Narrative: Evaluation Criteria for Requirements Set Forth in Section 7.A		
Scoring Ref. #	Description	Maximum Points Possible
7.A.i	15 points • The firm has at least five (5) years of PRP and Title Search Services and Reporting experience. 8 points • The firm has three (3) to four (4) years of PRP and Title Search Services and Reporting experience. 0 points • The firm has less than three (3) years of PRP and Title Search Services and Reporting experience.	15
7.A.ii	15 points • The firm has completed at least 100 PRP search reports within the last five (5) years. 8 points • The firm has completed at least 60-99 PRP search reports in the last five (5) years. 0 points • The firm has completed less than 60 PRP search reports in the last five (5) years.	15

7.A.iii	20 points • The narrative provides a substantive description of three (3) or more complex PRP Search Report projects the firm completed, each with a contract value exceeding \$250,000, that fully demonstrates the bidder's capability to perform the required work in the Sample Contract. 10 points • The narrative provides a substantive description of exactly two (2) complex PRP Search Report projects the firm completed, each with a contract value exceeding \$250,000, that adequately demonstrates the bidder's capability to perform the required work in the Sample Contract. 0 points • The narrative fails to provide descriptions for at least two (2) PRP Search Report the firm completed, or the description(s) provided fails to demonstrate the necessary capability to perform the required work in the Sample Contract.	20
7.A.iv	10 points • The narrative provides a substantive description of three (3) or more complex PRP Search Report projects the firm completed, each including the successful identification of at least 15 distinct business entities or trusts, that fully demonstrates the bidder's capability to perform the required work in the Sample Contract. 5 points • The narrative provides a substantive description of three (3) or more complex PRP Search Report projects the firm completed, each including the successful identification of at least 10 distinct business entities or trusts, that fully demonstrates the bidder's capability to perform the required work in the Sample Contract. 0 points • The narrative fails to provide qualifying descriptions for at least three (3) projects the firm completed, or the three (3) projects do not each include the successful identification of at least 10 distinct business entities, or the descriptions provided fail to detail the necessary identification methodologies to demonstrate capability to perform the required work in the Sample Contract.	10

7.A.v	20 Points • The narrative provides a substantive description of three (3) or more complex PRP Search Report projects the firm completed, each including tracing liability through corporate mergers, acquisitions, and dissolution, that fully demonstrate the bidder's capability to perform the required work in the Sample Contract. 10 Points • The narrative provides a substantive description of one (1) or two (2) complex PRP Search Report projects the firm completed, each including tracing liability through corporate mergers, acquisitions, and dissolution, that fully demonstrate the bidder's capability to perform the required work in the Sample Contract. 0 Points • The narrative fails to provide qualifying descriptions for any projects the firm completed, or the descriptions provided fail to detail the necessary corporate history analysis to demonstrate capability to perform the required work in the Sample Contract.	20
7.A.vi	See Scoring Scale A	15
7.A.vii	See Scoring Scale A	15
7.A.viii	See Scoring Scale A	10
7.A.ix	See Scoring Scale A	10
7.A.x	10 points • The firm has provided at least 25 PRP Search Reports for government entities within the last five (5) years. 5 points • The firm has provided at least at least 15 PRP Search Reports for government entities in the last five (5) years. 0 points • The firm has provided less than 15 PRP Search Reports for government entities in the last five (5) years.	10
7.A.xi.a	See Scoring Scale A	10
7.A.xi.b	See Scoring Scale A	10
7.A.xi.c	See Scoring Scale A	10
7.A.xii	20 points The narrative includes a complete client contact list that includes all of the following for each cited project: • project name • client name • verifiable contact person • telephone number • email address	20

	15 points • The narrative includes a client contact list with minor omissions or a few incomplete entries 10 points • The narrative includes a client contact list with multiple omissions or incomplete entries. 0 points • The narrative does not include a client contact list	
Clarity of Section 7.A	See Scoring Scale B	25
Total		215 Points

Sample Title Search and Report: Evaluation Criteria for Requirements Set Forth in Section 7.B		
Scoring Ref. #	Description	Maximum Points Possible
7.B.i	15 points • Title Search and Report is conducted and finalized within the last 3 years. • Complete report is provided, including all sections referenced in the table of contents, appendices, any referenced maps and any other exhibits. 0 points • The Title Search and Report was conducted and finalized more than three (3)years prior to the release of the RFP. • Report provided is incomplete.	15
7.B.i.a	10 points • Title Search and Report, including all references, are fully searchable (text is selectable and Ctrl+F/Find works for names/APNs). 5 points • Some but not all of the Title Search and Report is searchable 0 points • Title Search and Report is not searchable.	10
7.B.i.b	10 points • Title Search and Report thoroughly covers 50 years or more of the site history. 5 points • Title Search and Report thoroughly covers 40–49 years of site history.	10

	0 points Title Search and Report covers less than 40 years of site history.	
7.B.i.c	10 points - The Title Search and Report includes a one (1) page cover sheet listing the original project purpose, intended audience and the client for which the report was prepared and provides the client contact name, telephone number, and e-mail address. 0 points - The Title Search and Report does not include a cover sheet or the cover sheet does not contain enough or accurate client information for the report to be verified.	10
7.B.i.e	20 points - Past and present owners and operators are clearly identified for the subject site and surrounding properties (e.g., abutting parcels). - Owner names, corporate names (as applicable), dates or periods of ownership, and source citations such as deeds assessor records, or other validated documents are included. 10 points - Past and present site ownership is included, but not all adjacent properties are identified, or the report is missing some dates, sources, or names/parties. 0 points - Ownership information is largely missing or limited to the current owner only.	20
Clarity of Section 7.B	See Scoring Scale B	25
Total		90

Sample PRP Search Report: Evaluation Criteria for Requirements Set Forth in Section 7.C		
Scoring Ref. #	Description	Maximum Points Possible
7.C.i	10 points - PRP Search Report is conducted and finalized within the last three (3) years. - Complete PRP Search Report is provided, including all sections referenced in the table of contents, appendices, any referenced maps and any other exhibits. 0 points - PRP Search Report was conducted and finalized more than three (3) years prior to the release of the RFP or it is incomplete.	10

7.C.i.a	10 points - PRP Search Report, including all sections referenced in the table of contents, appendices, and any referenced maps and any other exhibits, is fully searchable (text is selectable and Ctrl+F/Find works for names/APNs). 5 points - Some but not all of the PRP Search Report is searchable 0 points - PRP Search Report is not searchable.	10
7.C.i.b	25 points - PRP Search Report provides detailed and thorough documentation of at least 50 years of site history and includes complete operational history and current regulatory status. 13 points - PRP Search Report covers 45 - 49 years of site history or operational and/or regulatory details are incomplete. 0 points - PRP Search Report Covers less than 45 years of site history or operational or regulatory history is largely missing.	25
7.C.i.c	25 points - The PRP Search Report includes a one (1) page cover sheet listing the original project purpose, intended audience and the client for which the report was prepared and provides the client contact name, telephone number, and e-mail address. 0 points - The PRP Search Report does not include a cover sheet or does not include enough or accurate project and/or client information for the report to be verified.	25
7.C.i.e	25 points - PRP Search Report documents three (3) or more distinct parcels and three or more historic industrial operations. 13 points - PRP Search Report documents only two (2) parcels or is limited to two historical operators. 0 points - Property does not include multiple parcels or does not include multiple historic operators.	25
7.C.i.f.i-iii	See Scoring Scale A	25
7.C.i.f.iv-v	See Scoring Scale A	10
7.C.i.f.vi	See Scoring Scale A	10
7.C.i.f.vii	See Scoring Scale A	10
7.C.i.f.viii	See Scoring Scale A	15
7.C.i.f.ix	See Scoring Scale A	10

7.C.i.g-h	See Scoring Scale A	20
Clarity of Section 7.C	See Scoring Scale B	25
Total		220

Organizational Chart, Resumes, and Personnel Experience Form: Evaluation Criteria for Requirements Set Forth in Section 7.D		
Scoring Ref. #	Description	Maximum Points Possible
7.D.i	10 points - The organizational chart is complete and substantively demonstrates an understanding of the resource needs of the Sample Contract by clearly identifying all necessary project roles, clear lines of reporting authority, and a logical management structure for executing the scope of work. 5 points - The organizational chart is provided and mostly complete but is minorly deficient or it lacks clear lines of reporting authority or fails to clearly define how secondary support staff or subcontractors integrate into the project team. 0 points - The organizational chart is entirely omitted or the chart provided is fundamentally superficial and fails to reflect the necessary roles or structure required to perform the work in the Sample Contract.	10
7.D.ii	10 Points - Resumes are provided for all proposed personnel, and their collective professional experience, licenses, certifications, and educational degrees directly align with the technical demands of the Sample Contract and demonstrate a highly qualified team capable of performing the work in the Sample Contract. 5 Points - Resumes are provided, but the proposed team has minor gaps in qualifications; certain secondary or support roles lack specialized experience in PRP Search Report services, but the overall team remains adequately qualified to perform the work in the Sample Contract. 0 Points - Resumes are omitted for one (1) or more proposed personnel, or the collective qualifications and experience of the proposed team are fundamentally inadequate to perform the scope of work in the Sample Contract.	10

7.D.iii.a.i	<i>Project Manager Experience:</i> 10 points • Project Manager has extensive experience managing government contracts (eight (8) or more years). • Or has extensive experience (five (5) or more years) managing contracts for PRP and Title Search Services and Reporting contracts. 5 points • Project Manager has some experience managing government contracts (five (5) or more years). • Or has some experience managing contracts for PRP and Title Search Services and Reporting (three (3) or more years). 0 points • Project Manager has insufficient, little or no experience managing government contracts or contracts for PRP and Title Search Services and Reporting.	10
7.D.iii.a.ii	<i>Project Manager Experience:</i> 10 points • Project Manager has extensive experience managing PRP and Title Search Services and Reporting activities (five (5) or more years). 5 points • Project Manager has some experience managing PRP and Title Search Services and Reporting activities (three (3) or more years). 0 points • Project Manager has insufficient, little, or no experience managing PRP and Title Search Services and Reporting activities.	10
7.D.iii.a.iii	<i>Project Manager Experience:</i> 10 points • Project Manager has substantial experience (2 or more years of experience) providing training or mentoring on PRP and Title Search Services and Reporting. 0 points • Project manager has insufficient, little, or no experience providing training or mentoring on PRP and Title Search Services and Reporting.	10
7.D.iii.b.i	<i>Senior PRP Research Lead Experience:</i> 20 points • Senior PRP Research Lead has extensive experience (five (5) or more years) leading PRP and Title Search Services and Reporting activities. • Includes responsibility for QA/QC (quality assurance and quality control) review. 10 points • Senior PRP Research Lead has some experience leading PRP and Title Search Services and Reporting Activities (three (3) or more years).	20

	- Includes responsibility for QA/QC (quality assurance and quality control) review. 0 points - Senior PRP Research Lead has insufficient, little, or no experience leading PRP and Title Search Services and Reporting activities, or experience does not include relevant QA/QC responsibilities.	
7.D.iii.b.ii	<i>Senior PRP Research Lead Experience:</i> 20 points - Senior PRP Research Lead has at least one (1) year of experience providing training or mentoring on PRP and Title Search Services and Reporting. 0 points - Senior PRP Research Lead has insufficient, little, or no experience providing training or mentoring on PRP and Title Search Services and Reporting.	20
Clarity of Section 7.D	See Scoring Scale B	10
Total		100

Contract Work Plan Narrative: Evaluation Criteria for Requirements Set Forth in Section 7E		
Scoring Ref. #	Description	Maximum Points Possible
7.E.i	See Scoring Scale A	20
7.E.ii	See Scoring Scale A	20
7.E.iii	See Scoring Scale A	20
7.E.iv	See Scoring Scale A	20
7.E.v	See Scoring Scale A	10
7.E.vi	See Scoring Scale A	10
7.E.vii	See Scoring Scale A	10
7.E.viii	See Scoring Scale A	15
7.E.ix	See Scoring Scale A	15
7.E.x	See Scoring Scale A	10
Clarity of Section 7.E	See Scoring Scale B	25
Total		175

Final Score	
Category	Maximum Points Possible
7.A Corporate Experience Narrative	215
7.B Sample Title Search Report	90
7.C Sample PRP Search Report	220
7.D Staffing Plan, Key Personnel, Résumés, and Personnel Experience Form	100
7.E Contract Work Plan Narrative	175
GRAND TOTAL	800

E. OPENING THE COST PROPOSALS

- i. For those Proposers who achieve the minimum passing technical score of 600 points, the State shall publicly open the sealed Proposer Cost Sheet. The Proposer Cost Sheets will be opened at the date and time listed in the Schedule of Events. The State will announce the Proposer's name and the Proposer Cost Sheet Bid Total as stated in the bid. Cost Proposals for Proposers who fail to achieve the minimum passing technical score will not be opened. After the public cost opening, the State will verify the calculations using the formula on the Proposer Cost Sheet. The calculations are for evaluation purposes only to determine the "lowest cost". In the event of a discrepancy between the unit price (hourly rate) and the extended total, the unit price shall prevail, and the State will correct the total price.
- ii. Proposers must propose rates that reflect the actual cost of doing business. Proposals that contain nominal, unbalanced or unreasonably low pricing for specific line items may be rejected as non-responsive if the State determines that the pricing does not reflect a legitimate commitment to perform the work at that rate.

13. AWARD AND PROTEST

- A. Award, if made, will be to the responsive, responsible Proposer who meets all solicitation requirements, meets or exceeds the minimum points for their Technical Proposal, and has the lowest proposal, after application of any preferences or incentive to the Proposal Total. In the event of a tie between two or more responsive responsible Proposers, the tie will be broken by a coin toss (or drawing of lots) performed by the State and at least one witness. Technical scores will not be used to break cost ties.

- B. Notice of intent to award will be posted on Cal eProcure and in a public area at the location below at least five (5) State business days prior to awarding the agreement:

Dept. of Toxic Substances Control – 1001 I Street, 1st Floor Visitor's Center,
Sacramento, CA 95814

- C. If any Proposer, prior to the award of agreement, files a protest with the Department of General Services (DGS), Office of Legal Services, and DTSC pursuant to Public Contract Code §10345(b), the agreement shall not be awarded until either the protest has been withdrawn, or the DGS has decided the matter.
- D. Within five (5) days after filing the initial protest, the protesting Proposer shall file with DGS and DTSC a detailed written statement specifying the grounds for the protest. The written protest must be sent to DGS, Office of Legal Services, at PDProtest@dgs.ca.gov. A copy of the detailed written protest must be emailed to DTSC at contracts@dtsc.ca.gov.

14. GENERAL INFORMATION

A. ERRORS AND OMISSIONS

If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the Proposer should immediately notify DTSC of such error in writing and request clarification or modification of the document. This notification must be submitted pursuant to the procedures described in Section 14.B, "Questions Regarding the RFP."

Modifications to the RFP will be made by addenda issued pursuant to Section 14.D., "Addenda." If a Proposer fails to notify DTSC of a known error prior to the final dates of submission, or an error that reasonably should have been known, the Proposer will assume the risk of proposing. If awarded the contract, the Proposer will not be entitled to additional compensation or time by reason of the error or its later correction.

B. QUESTIONS REGARDING THE RFP

Proposers requiring clarification of the intent or content of this RFP or on procedural matters regarding the RFP process, may do so by submitting a query during the written questions submission period to contracts@dtsc.ca.gov with the subject, "RFP 2627-07 question." To ensure a response, questions must be received in writing by the scheduled date specified in the Schedule of Events.

Questions or requests received after due date may be answered at DTSC's discretion.

Question and Answer responses will be posted on Cal eProcure without identifying the submitters. At the sole discretion of DTSC, questions may be consolidated and/or paraphrased by DTSC.

Only written questions and answers released as an official addendum and posted on Cal eProcure shall be binding. Oral answers shall not be binding on DTSC. All official changes to the solicitation will be released in writing. It is the Proposer's responsibility to check Cal eProcure for responses and updates.

C. EXECUTIVE ORDER REGARDING RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Proposer represents that it is not a target of Economic Sanctions. Should the State determine Proposer is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Proposer's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

D. ADDENDA

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

E. CLARIFICATIONS

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

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

- i. Copies of some forms submitted without a signature. This provision does not apply to unsigned Bid/Bidder Certification Sheet (Attachment 2) and Bidder Certifying Statements (Attachment 3).
- ii. Data or documentation omitted from any submitted attachment or form.
- iii. Information and material needed to clarify or confirm certifications or claims made by a Proposer.
- iv. Information or material needed to correct or remedy an immaterial defect in the Proposal package.

Other than information requested by DTSC, no Proposer will be allowed to alter the proposal or add new information after the due date.

15. OTHER CRITERIA

A. RIGHT TO REJECT ANY OR ALL PROPOSALS

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

B. PROPOSER COSTS

All costs for developing proposals and attending interviews at DTSC headquarters, if applicable, are entirely the responsibility of the Proposer and shall not be chargeable to DTSC.

C. REVIEW OF PROPOSALS SUBSEQUENT TO CONTRACT AWARD

All proposals and evaluation materials are retained by DTSC as a permanent record and shall be made available for public inspection upon request. Proposals will be treated as public documents. Proposers must not mark Proposals as "Confidential," "Privileged," "Trade Secret," or otherwise. DTSC will disregard such markings and will produce proposals upon request without notice.

D. CONFLICT OF INTEREST

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

E. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA

The Proposer awarded the contract must be in good standing and must be qualified to do business in California at the time the contract is executed and during the entire term of the contract.

F. DELINQUENT TAX OBLIGATIONS (PUBLIC CONTRACT CODE 10295.4)

During the RFP process, if a prospective Proposer appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code, the prospective Proposer's submittal will be deemed nonresponsive and will not be considered.

G. FOLLOW-ON CONTRACTS

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

H. EXECUTION OF CONTRACT

The contract will be executed utilizing the State of California Standard Agreement, Form STD. 213. Contractors are expected to comply with all applicable contract provisions (as may be amended from time to time).

I. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) TECHNOLOGY USE AND REPORTING

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI, while balancing the risks of these technologies.

Bidder/Offeror must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For

avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) 4986.2.

Failure to report GenAI to the State may result in disqualification. The State reserves its right to seek any and all relief it may be entitled to as a result of such non-disclosure.

Upon notification by a Bidder/Offeror of GenAI as required, the state reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the state.

Government Code 11549.64 defines "Generative Artificial Intelligence (GenAI)" as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data.

16. ATTACHMENTS

A. ATTACHMENT 1: ATTACHMENTS CHECKLIST

A complete proposal package will consist of all the items identified below. Complete this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to DTSC. To assist Proposers in avoiding common mistakes that could cause a proposal to be rejected, there is an additional reminder for Attachments 2, 3, 4, 6, and 10 that Proposers must check off when complete. Be sure that your proposal includes all required documents, as stated in this RFP.

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

- If a link to an Attachment is active, a physical copy of the Attachment will not be provided (in the following pages).

	<u>Name/Description</u>
	Attachment 1: Attachments Checklist
	Attachment 2: Bid/Bidder Certification Sheet ☐ Signed by an individual who is authorized to bind the Proposer contractually
	Attachment 3: Proposer Certifying Statements ☐ Signed by an individual who is authorized to bind the Proposer contractually
	Attachment 4: Proposer Cost Sheet ☐ Included in a separate sealed envelope
	Attachment 5: California Civil Rights
	Attachment 6: Bidder Declaration (GSPD-05-105) ☐ Lists <u>all</u> subcontractors to be used for the contract
	Attachment 7: Darfur Contracting Act

Attachment 8 is for informational purposes only and is not required in the proposal package. Attachments 9, 10, 11, and 12 are only required from Proposers who have any SB/DVBE participation. If the following are not applicable, place "N/A" next to each item not being submitted with the proposal package.

N/A	Attachment 8: California Disabled Veteran Business Enterprise (DVBE) Contract Participation and Bid Incentive Instructions (revision date 1-2022)
	Attachment 9: STD 843 DVBE Declarations
	Attachment 10: Commercially Useful Function Evaluation Form ☐ Included <u>one form each</u> for the prime, if a CA certified SB/DVBE and all subcontractors that are a CA certified SB and/or DVBE
	Attachment 11: Small Business Preference
	Attachment 12: Target Area Contract Preference Act (TACPA)

Continued on next page

	Attachment 13: Personnel Experience Form for Project Manager
	Attachment 14: Personnel Experience Form for Senior PRP Research Lead
	All items in the Technical Proposal: ☐ Corporate Experience Narrative (15 pages or less) ☐ Sample Title Search Report (searchable pdf) ☐ Sample PRP Search Report (searchable pdf) ☐ Organizational Chart ☐ Resumes (except for the Project Manager and Senior PRP Research Lead) ☐ Contract Work Plan Narrative (10 pages or less)
	One Proposal Package bearing Digital signature (or e-signature) or original signatures in blue ink
	One copy of the Proposal Package on a USB drive (no cost sheet)

B. ATTACHMENT 2: BID/BIDDER CERTIFICATION SHEET

This Bid/Bidder Certification Sheet must be signed and returned along with all the “required attachments” as an entire package in duplicate with original signatures.

Our all-inclusive proposal is submitted as detailed in Attachment 4, Proposer Cost Sheet.

All required attachments are included with this certification sheet.

The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document and the Sample Contract. The signature below authorizes the verification of this certification.

An Unsigned Bid/Bidder Certification Sheet Will Be Cause for Proposal Rejection.

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. ☐ Sole Proprietorship	5. ☐ Partnership	6. ☐ Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employer ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Bidder/Proposer's Name (Print)	11. Title	
12. Signature (BIDDER TO SIGN HERE)	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	b. Disabled Veteran Business Enterprise Yes No	
If yes, enter certification number:	If yes, enter your service code below:	
NOTE: A copy of your Certification is required to be included if either of the above items is checked “Yes”.		

Completion Instructions for Bid/Bidder Certification Sheet

Complete the numbered items on the Proposal/Proposer Certification Sheet by following the instructions below.

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

C. ATTACHMENT 3: PROPOSER CERTIFYING STATEMENTS

Proposer certifies the following statements are true, by the signature of an individual who is authorized to legally bind the Proposer contractually (e.g. President, Chief Executive Officer) at the bottom of this form.

1. Proposer is a corporation, partnership, or other entity lawfully authorized to do business in the State of California.
2. The proposal is a firm and irrevocable offer good for 180 calendar days.
3. Proposer is willing and able to perform the services as described in the Sample Contract, Section 17, for the entire contract term, including any amendments.
4. Proposer has available all personnel, resources, equipment, software subscriptions, materials, and training to work on five (5) PRP Searches and PRP Search Reports and five (5) Title Search and Reports simultaneously, as described in the Scope of Work, Sample Contract, Section 17, for the contract term, including any amendments.
5. Proposer has the ability and is willing to travel throughout the State of California, or outside of California (with prior DTSC Contract Manager's approval) as needed, to conduct the services described under the Sample Contract, Section 17, in accordance with the terms and conditions set forth thereunder.

I, the undersigned, do hereby certify that the above statements are true and I am legally authorized to bind the Proposer contractually.

Signed By:

Printed Name

Title

Signature

Date

Proposer's Contact Information:

Name	Phone #	Email Address

D. ATTACHMENT 4: PROPOSER COST SHEET

Indicate the fully loaded hourly rate for each item in Column A. Multiply Column A by Column B and place the total in Column C for items 1-5. Add all items in Column C and insert the total on line 6. The Proposal Total is the number that will be used for the cost proposal evaluation portion.

Service	Column A	Column B	Column C
	Hourly Rate*	Weighting Factor	Totals
1.Title Search Tasks and Reporting	\$	2.5	
2. Potentially Responsible Party (PRP) Search Tasks	\$	2.0	
3. Creation of PRP Search Reports	\$	3.4	
4. PRP and Title Search Services and Reporting Training and Consultation	\$	2.0	
5. Staff travel time**	\$	0.1	
6. Proposal Total***	N/A	N/A	\$

*All hourly rates are “fully loaded rates” as described in Exhibit B of the Contract. The rates shall not be increased for the term of the Contract or any extension/amendment of the Contract.

**Staff travel time does not include mileage or per diem costs.

*** This number is for evaluation purposes only. The contract, if awarded, will not exceed the total amount of \$950,000.00, including all amendments.

E. ATTACHMENT 5: CALIFORNIA CIVIL RIGHTS LAWS

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

F. ATTACHMENT 6: BIDDER DECLARATION

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

Note: Attachment 6 Bidder Declaration must list all subcontractors who will provide services under the awarded contract.

G. ATTACHMENT 7: DARFUR CONTRACTING ACT

Pursuant to Public Contract Code section 10478, if a bidder or Proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

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

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

Initials **OR**
2. 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.

Initials **OR**
3. 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.

Initials

CERTIFICATION For # 3.

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

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

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

H. ATTACHMENT 8: CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) CONTRACT PARTICIPATION AND BID INCENTIVE INSTRUCTIONS (REVISION DATE 1-2022)

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, §1896.61 et seq.

DVBE PARTICIPATION

The minimum percentage of DVBE participation is **3%** for this solicitation *unless* another percentage is specified in the solicitation, or the solicitation is exempt from DVBE participation. **The 3% minimum DVBE participation requirement has been waived for this solicitation.**

DVBE INCENTIVE

An incentive will be given to bidders who provide DVBE participation, *unless* stated elsewhere in the solicitation the DVBE Incentive has been exempted.

INTRODUCTION

The bidder must complete the identified form(s) and fully document that the mandatory minimum percent of DVBE participation will be met in order to comply with this solicitation's DVBE program requirement or the bid may be considered non-responsive, if mandatory minimum is applicable.

Information submitted by the Bidder 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 PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by 2 CCR §1896.91. Contractors found to be in violation of these provisions may be subject to suspension from doing business with the State of California, contract termination, civil penalties, and loss of State certifications.

Only State of California, Office of Small Business and DVBE Services (OSDS), certified Disabled Veteran Business Enterprises (hereafter called "DVBE") who will perform a commercially useful function (CUF) shall be used to satisfy the DVBE requirements or incentives. The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of 2 CCR §1896.81, is certified in accordance with 2 CCR §1896.84, and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function as required in MVC §999(B). A certification signed under penalty perjury that the work performed by DVBE subcontractors serves a CUF is required from the bidder per MVC §999.10(a)(3). Bidders must also verify each DVBE subcontractor's certification status with OSDS to ensure DVBE participation eligibility prior to submitting bids. A DVBE that is not certified at the time of award or does not meet and maintain certification cannot count towards an awarding

department's 3-percent goal or meet the requirements for DVBE incentive preferences. {MVC §999.5(c)}

COMMERCIALLY USEFUL FUNCTION DEFINITION

As defined in MVC §999(B), 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 responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.

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.

DVBE SUBSTITUTION

Bidders must use the DVBE subcontractors or suppliers proposed in the bid. Any substitutions must be requested in writing to the awarding department and approved by both the awarding department and OSDS in writing prior to the commencement of any work by the proposed DVBE. The substitution must be to perform the same work and shall maintain the minimum level of DVBE participation stated in original bid. {MVC §999.5(g)}

DVBE SUBCONTRACTOR REPORTING

Bidders awarded a contract with a commitment to use DVBE subcontractors must certify, upon completion of contract, that all payments have been made to the DVBE subcontractors by submitting the Prime Contractor's -DVBE Subcontracting Report (STD 817). For such contracts awarded on or after January 1, 2021, the department will withhold \$10,000 from the final payment, or the full payment if the final payment is less than \$10,000 from prime contractors, until the complete and accurate STD 817 is received. Failure to submit this certification after given the opportunity to cure, will result in the department permanently deducting \$10,000 from the final payment or the full payment if less than \$10,000. {MVC §999.7}

Prime contractor shall provide proof of payments made to DVBE subcontractors at the request of the department. The department shall keep all information provided by the prime contractor regarding the DVBE program requirements in the procurement file for six years. {MVC §999.55}

PLEASE READ ALL INSTRUCTIONS CAREFULLY

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

To meet the DVBE program requirements, bidders must complete and fully document compliance with the following:

PARTICIPATION COMMITMENT

The minimum 3% DVBE participation requirement is waived for this solicitation. When required, Bidders must 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 all forms and documentation necessary to support meeting CUF. Forms include the Bidder Declaration (DGS PD-05105) and (DGS PD 843) DVBE Declarations located elsewhere in the solicitation, the Confirmation Letter/Form and Certification of CUF Compliance (MVC 999.10(a)(3)) as described below, and any other requested documentation. Failure to complete and submit the required form(s) as instructed will render the bid non-responsive.

METHOD A1. CERTIFIED DVBE BIDDER:

- a. Commit to perform the participation goal percentage of the contract bid amount with its own resources or in combination with another DVBE(s).
- b. Document DVBE participation on the Bidder Declaration DGS PD-05-105 for the Prime and all subcontractors (any person, firm, corporation that will participate in fulfilling any part of the contract.).
- c. Submit a signed certification under penalty of perjury that the work performed by each DVBE subcontractor listed on the contract is CUF compliant.
- d. Submit a written Confirmation Letter/Form from each DVBE subcontractor identified on the Bidder Declaration. The written confirmation must include the solicitation number and be signed by the Bidder and the DVBE subcontractor(s). The written confirmation shall include, 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. Failure to submit signed confirmations with the bid may render the bid non-responsive. If further verification is necessary, the State will obtain additional information to verify compliance with the above requirements.
- e. DGS PD 843 DVBE Declarations form for all DVBE participants (prime or sub).

METHOD A2. NON-DVBE BIDDER:

- a. Commit to using DVBE(s) to perform the participation goal percentage of the contract bid amount.

- b. Document DVBE participation on the Bidder Declaration DGS PD-05-105.
- c. Submit a signed certification under penalty of perjury that the work performed by each DVBE subcontractor listed on the contract is CUF compliant.
- d. Submit a written Confirmation Letter/form from each DVBE subcontractor identified on the Bidder Declaration. The written confirmation must include the solicitation number and be signed by the Bidder and the DVBE subcontractor(s). The written confirmation shall include, 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. Failure to submit signed confirmations with the bid may render the bid non-responsive. If further verification is necessary, the State will obtain additional information to verify compliance with the above requirements.
- e. DGS PD 843 DVBE Declarations form for all DVBE participants (prime or sub).

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 DGS PD-05-105, (located elsewhere within the solicitation document) 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%	4%
3% to 3.99%	3%
2% to 2.99%	2%
1% to 1.99%	1%

As applicable: (1) Awards based on low price -the net bid price of responsive bids will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive net bid price. If the #1 ranked responsive, responsible bid is a California certified small business, the only bidders eligible for the incentive will be California certified small businesses. The incentive adjustment for awards based on low price cannot exceed 5% or \$100,000, whichever is less, of the #1 ranked net bid price. When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed \$100,000.

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

RESOURCES AND INFORMATION TO LOCATE DVBE SUPPLIERS

AWARDING DEPARTMENT For questions regarding bid documentation requirements, **contact the contracting official at the awarding department for this solicitation.** The contracting official may be able to provide information regarding any DVBE suppliers who may have identified themselves as potential subcontractors and to obtain suggestions for search criteria to possibly identify DVBE suppliers for the solicitation. These referral organizations provide services for a fee. To obtain a list of referral organizations, please select:

[DVBE Focus-Trade Paper Listing](#)

[DVBE Referral Organizations Listing](#)

DGS-PD OFFICE OF SMALL BUSINESS AND DVBE SERVICES (OSDS)

The department's Small Business (SB/DVBE) Advocate can also provide assistance with identifying DVBEs. For a directory of SB/DVBE Advocates for each department go to: [SB/DVBE Advocates Directory](#).

For assistance with this directory, contact Department of General Services, Procurement Division (DGSPD), Business Outreach Program at Advocate@dgs.ca.gov.

For assistance with SB/DVBE Search, Certification Applications and Information, Certification Information, Certification Status or Concerns and General DVBE Program info you may use any of the following methods:

From 8am -5pm Monday-Friday: Call OSDS at (916) 375-4940 or visit the Website:

[SB/DVBE Certification](#) or E-mail: OSDSHelp@dgs.ca.gov.

DGS PD E-PROCUREMENT

Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), online certified firm database at www.caleprocure.ca.gov. To begin your search, click on "Quicklinks" and then click on "[Find Certified Firms \(SB/DVBE\)](#)."

Search by one "Keyword" or "United Nations Standard Products and Services Code" (UNSPSC) at a time that apply to the elements of work you want to subcontract.

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: www.caleprocure.ca.gov then click on Find Public Procurement Information. For questions regarding the CSCR, please call 916-375-2000 or send an email to eprocure@dgs.ca.gov.

For eProcurement Training Modules including the Small Business SB/DVBE Search, click on "Help" then on the question "Is training available?" and then click Access Training.

FEDERAL

Search the U.S. Small Business Administration's (SBA) System for Award Management (www.SAM.gov) on-line database to identify potential DVBEs. First time users should click on the "Search" for detailed instructions. Remember to verify each firm's status as a *California* certified DVBE.

I. ATTACHMENT 9: STD 843 DVBE DECLARATIONS

https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_843.pdf

J. ATTACHMENT 10: COMMERCIALLY USEFUL FUNCTION EVALUATION FORM

All certified small business (SB), microbusiness (MB), and/or disabled veteran business enterprise (DVBE) contractors/subcontractors/suppliers must meet the Commercially Useful Function (CUF) requirements under Government Code Section 14837(d)(4) (for SB/MB), and Military and Veterans Code Section 999(b)(5)(b) and Title 2 CCR, Section 1896.4 and 1896.62.

This form is only required if a certified SB, MB, or DVBE is participating in this RFP, either as a prime contractor or subcontractor. For the Proposer: Complete one form for yourself only if you are a certified SB, MB or DVBE. For Subcontractors: Complete a separate form for each proposed subcontractor that is a certified SB, MB or DVBE.

COMMERCIALLY USEFUL FUNCTION (CUF) FORM		
Contractor (Proposer) Name:		
Subcontractor Name:		
Mark all that apply:	Microbusiness: ☐	Small Business: ☐ DVBE: ☐
A California certified SB, MB, or DVBE must be deemed to perform a CUF by meeting ALL of the following CUF requirements for contract award consideration. Answer questions 1-5 below, as they apply to your company for the goods and/or services being acquired in this solicitation.		
1. Is responsible for the execution of a distinct element of the resulting Contract.	Yes ☐	No ☐
2. Carries out its obligation by actually performing, managing, or supervising the work involved.	Yes ☐	No ☐
3. Performs work that is normal for its business services and functions.	Yes ☐	No ☐
4. Is responsible, with respect to products, inventories, materials, and supplies required for the Contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment. If this is a SERVICE with NO goods involved, check N/A and move to #5.	Yes ☐	No ☐ Or N/A ☐
5. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.	Yes ☐	No ☐

If the answer to any of the five (5) questions is “No” (except for #4 when marked with “N/A”), your proposal may not be eligible for a SB and/or DVBE preference. At the state’s option prior to award, Proposers may be required to submit additional written clarifying information.

K. ATTACHMENT 11: SMALL BUSINESS PREFERENCE

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

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

Information regarding the Small Business Preference can be found on the following Internet website:

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

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

CONTRACTORS PLEASE CHECK THE APPROPRIATE LINE:

_____ I am a California certified small business/microbusiness claiming the 5% small business preference. A copy of my certification is attached.

_____ I am a non-small business claiming the 5% non-small business preference. I commit to subcontracting at least 25% of the net bid price to certified California SB/MBs that will perform a commercially useful function. The required certified subcontractor information is listed on the Bidder Declaration (GSPD 05-105) and copies of their active DGS SB certification are attached.

Company Name

Printed Name

Signature

Title

L. ATTACHMENT 12: TARGET AREA CONTRACT PREFERENCE ACT (TACPA)

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

M. ATTACHMENT 13: PERSONNEL EXPERIENCE FORM FOR PROJECT MANAGER

See fillable version of this form included with the published RFP, as a separate MS Word attachment.

N. ATTACHMENT 14: PERSONNEL EXPERIENCE FORM FOR SENIOR PRP SEARCH LEAD

See fillable version of this form included with the published RFP, as a separate MS Word attachment.

17. SAMPLE CONTRACT

Reset Form		Print Form		SCO ID: 3960-	
STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES STANDARD AGREEMENT STD 213 (Rev. 04/2020)				AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
1. This Agreement is entered into between the Contracting Agency and the Contractor named below:					
CONTRACTING AGENCY NAME Department of Toxic Substances Control					
CONTRACTOR NAME AWARDED CONTRACTOR'S NAME					
2. The term of this Agreement is:					
START DATE Upon Signature by Both Parties and Approval by the Department of General Services					
THROUGH END DATE Two years from date of execution, with the option to renew for an additional year if and when deemed necessary by DTSC.					
3. The maximum amount of this Agreement is: \$					
4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.					
Exhibits		Title			Pages
	Exhibit A	Scope of Work			
	Exhibit B	Budget Detail and Payment Provisions			
	Exhibit C *	General Terms and Conditions for Interagency Agreements (GTC 02/2025)			1
+	Exhibit D	Special Terms and Conditions			
-	Exhibit E	Political Reform Requirements			
<i>Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dps.ca.gov/OLS/Resources</i>					
IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.					
CONTRACTOR					
CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)					
AWARDED CONTRACTOR'S NAME					
CONTRACTOR BUSINESS ADDRESS			CITY	STATE	ZIP
AWARDED CONTRACTOR'S BUSINESS ADDRESS					
PRINTED NAME OF PERSON SIGNING			TITLE		
CONTRACTOR REPRESENTATIVE			CONTRACTOR REPRESENTATIVE TITLE		
CONTRACTOR AUTHORIZED SIGNATURE			DATE SIGNED		
					

EXHIBIT A

SCOPE OF WORK:

- A. XXXXXX (Contractor) enters into contract XX-TXXX (Contract) with the Department of Toxic Substances Control (DTSC) to provide personnel, services, and materials necessary to conduct title searches and potentially responsible party (PRP) (PRP, 42 U.S.C. §9607(a)) searches, prepare associated deliverables, and provide title search and PRP search staff training and consultation.
- B. The DTSC Contract Manager and Contractor Representative during the term of this Contract will be:

DTSC Contract Manager

NAME
Department of Toxic Substances Control
ADDRESS
Phone:
Email:

Contractor Representative

NAME
TITLE
ADDRESS
PHONE
EMAIL

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

DTSC Project Manager

NAME
Department of Toxic Substances Control
ADDRESS
Phone:
Email:

Contractor Project Manager

NAME
TITLE
ADDRESS
PHONE
EMAIL

The DTSC Contract Administrator for this Contract will be:

DTSC Contract Administrator

NAME
Department of Toxic Substances Control
ADDRESS
Phone:
Email:

- C. The above Managers/Representatives may be changed at any time upon written notification to each party with a copy to DTSC's Contracts Unit at contracts@dtsc.ca.gov provided that the Contractor satisfies the requirements for replacing key personnel as set forth under Exhibit D, Section 10.

D. Background

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/materials generators; treatment, storage, and disposal facilities (TSDF); and transporters of hazardous wastes. DTSC also evaluates hazardous substance/materials facility sites; administers resource recovery and health and safety

programs; conducts hazardous substance assessments; reviews and approves financial liability, closure and post-closure maintenance plans; carries out State and Federal "superfund" and other site cleanup activities; coordinates emergency response actions; conducts hazardous materials property evaluations and assessments of abandoned sites; and carries out enforcement activities.

E. PRP Search Manual

The Contractor's responsibilities and obligations as set forth below in Exhibit A, Section F, shall be completed in accordance with the United States Environmental Protection Agency's "Potentially Responsible Party Search Manual," September 2017, Publication Number OSRE-GUID-2017-001-RO (hereinafter, EPA PRP Search Manual). This document is incorporated into this Contract by reference and made a part hereof as if set forth in full. This document can be found at: <https://dtsc.ca.gov/advisories-guidance/>. The Contractor agrees to provide services in accordance with any future modifications, amendments, or addenda to this document.

F. Contractor Responsibilities and Obligations

The Contractor must provide all personnel, software and access to subscribed search databases, equipment, resources, materials, and training necessary to perform the services under this Contract.

1. Required Tasks - Title Search Tasks and Reporting

The Contractor shall complete the following required tasks, as directed, and use available information to draft a Title Search Report following the format in Attachment C. One (1) copy of the completed Title Search Report shall be submitted in the latest Microsoft Word or compatible format. Associated references shall be delivered in the latest Microsoft Word or PDF formats. The Title Search Report and associated references shall be submitted to DTSC via email.

a) Property information – The Contractor shall provide real property information pertaining to the property(ies), to include:

i. Physical address

ii. Legal description

iii. Current Assessor's Parcel Number(s) (APN)(s)) and any former APNs for the property

1. DTSC may request that the Contractor first identify the parcel numbers within a general area of land, and that the Contractor subsequently undertake the title search or searches needed based on the locations of identified parcels.

2. The Contractor will utilize geographic information system (GIS) information (from the applicable County and other sources) to create a visual map of the parcel and its boundaries using the parcel's legal description. The parcel shall be accurately displayed in its correct geographic position on Earth, with a margin of error no greater than six (6) feet.

- iv. Subdivision or re-plating of the affected property
- v. Designated and historical land use
- vi. Zoning
 - 1. The Contractor will provide current and former zoning designations, including descriptions of each applicable zoning destination.
- vii. Tax statement and appraisal information
- viii. Historical tax assessor information
- ix. Last full market sale information to include sale date, sale price, mortgage amount, and type of sale
- b) Historical chain of title – The Contractor shall provide, for each parcel of interest:
 - i. A chronological list of names of parties and concise narrative outlining basis of ownership within the dates specified, both for surface and mineral rights, if these rights have been bifurcated
 - ii. Both signed dates and recorded dates of each title document
 - iii. Any trusts impacting the property
 - iv. Gaps in title/missing documents
 - v. Where available, addresses for former owners and leaseholders
 - vi. Completed Property Ownership table (Attachment D).
- c) Encumbrances – The Contractor shall identify current and historical encumbrances of the property, including easements, covenants, restrictions, and any other matters that currently or may have affected or may affect the title or potential remediation plans (e.g., sanitary sewer systems, storm drains, well installations, historical features, rights-of-way).
- d) Surrounding Property Information – If requested, the Contractor shall identify abutting properties and their owners.
- e) Trusts and Estates– The Contractor shall research and identify trusts and estates associated with the property including trustee, executor, administrator, and, if reasonably available, beneficiary(ies). A copy of the trust agreement and estate planning documents shall be provided if reasonably available.
- f) Liens - Identify outstanding liens against the property (e.g., unreleased mortgages, judgments).
- g) Taxes - Determine real estate tax amounts paid or unpaid.

- h) Exhibits – The Contractor shall provide the below exhibits and any additional exhibits as requested – See Attachment E for Exhibit cover page format:
 - i. Maps - Provide maps displaying current and past tax parcel boundaries, with easements plotted as specified in the Service Request Form (Attachment A)
 - ii. Copies of Title Documentation and Lease Agreements - Provide the clearest and most legible copies available (certified when requested) of supporting title documentation and lease agreements (e.g., deeds, indentures, mortgages, easements, liens, leases, parcel maps, tax statements/appraisals, real estate contracts, bills of sale, powers of attorney, wills, bankruptcy filings, judgments, and land trusts)

2. Required Tasks – Potentially Responsible Party (PRP) Search Tasks

The Contractor shall complete the following required tasks and provide deliverables as requested by DTSC:

- a) PRP Search - Complete Title Search and Reporting tasks as requested on the Service Request Form (Attachment A).
- b) Sanborn Maps - Obtain copies of Sanborn maps and summarize the information on the maps.
- c) Operators Search - Search historical city directories, phone directories, Polk, and Haines Criss-Cross directories, EDR City Directory Reports, California Manufacturers' Registers, Standard Metal Directories, Bureau of Mines Minerals Yearbooks, and other sources of specialized information such as historical societies and mining libraries to identify past operators. Complete the Operator table in Attachment D.
- d) Government Records Search - Obtain, review, and scan federal, state, tribal, and local government records (both physical and electronic records), including but not limited to:
 - i. Building permit records and inspection records;
 - ii. Fire department records to identify any parties that may have had operations that handled, treated, stored, or disposed of hazardous substances (42 U.S.C. §9601(14)); and
 - iii. Court records, air and/or water permit data, city/county records pertaining to permitting and business licensure.
- e) Business Information Search - Obtain and summarize Dun and Bradstreet and other commercially available business reports (e.g., historical information, financial health, and corporate family trees) pertaining to any businesses that are associated with the subject Site and/or current and former owners and operators, arrangers (generators), and transporters.
 - i. The Contractor shall have ongoing subscriptions necessary to perform the tasks during the Contract term such as Westlaw, CLEAR, First American Data

Tree, Accurint, or other suitable website database aggregators, at no extra cost or charge to DTSC.

- f) Secretary of State Information - Obtain records from appropriate secretary of states' offices and summarize available information, including the names, telephone numbers, and addresses of business officers, owners, and agents, business history, filings, and any corporate family tree information.
- g) Corporate Information - Obtain reports filed by corporations with the United States Securities and Exchange Commission and summarize relevant information.
- h) Asset Search - Conduct asset searches (e.g., for real property, boats, and cars of the individuals identified in the historical chain-of-title report) and provide address(es) and phone number(s) information of the identified individuals.
- i) Aerial Photography – Obtain and analyze historical aerial photographs that show the Site.
- j) Insurance Coverage - Research liability insurance coverage, noting any gaps in insurance information or coverage.
- k) Interviews - Conduct phone and in person interviews to ascertain potential releases of hazardous substances by owners/operators and obtain information about site operations.
- l) News Source Search – Research on-line and print historical news sources for information about owners and operators, site operations, and releases of hazardous substances.
- m) Production Practices – Research historical production practices and use of associated hazardous chemicals to help narrow time-periods of potential release of hazardous substances.

3. Required Tasks – Creation of Potentially Responsible Party (PRP) Search Reports

The Contractor shall complete the following required tasks and use available information to draft the PRP Search Report following the format in PRP Search Report Format (Attachment F). One (1) copy of the completed PRP Search Report shall be submitted in the latest Microsoft Word format. Associated references shall be delivered in the latest Microsoft Word or PDF formats. The PRP Search Report and associated references shall be submitted to DTSC via email.

- a) Title Search - Complete Title Search tasks as requested on the Service Request Form (Attachment A).
- b) PRP Search Tasks – Discuss the PRP search tasks that were requested on the Service Request Form (Attachment A).
- c) Site Description - Describe the Site as it currently exists (use information from the Title Search Report if available):

- i. Provide project background – a brief “snapshot” of the site.
 - ii. Describe the project approach – who performed the research and under whose direction.
 - iii. Provide a list of contacts – public agencies contacted to collect information.
 - iv. Overview of the report – the basic layout of the report.
- d) Current regulatory status - Describe the current regulatory status of the Site:
- i. Identify any known sensitive receptors on and off-property (e.g., water bodies, drinking water wells, daycare facilities, etc.).
 - ii. Identify any nearby related properties or plumes and any government agencies, e.g., U.S. EPA or local municipalities providing oversight; and state whether nearby properties or plumes are related to or discrete from the property of interest.
 - iii. Discuss actions by DTSC, other public entities, and private parties to characterize and clean up the site.
 - iv. Identify significant federal or state court or administrative orders, agreements, settlements, and reports.
- e) How and when the site became contaminated - Describe how and when the site became contaminated:
- i. Describe each facility that operated on the site. If there was more than one type of facility at the property, discuss each in chronological order. Include the Facility Operator table (Attachment D).
 - ii. Discuss the media impacted by the Contaminants of Concern (“COCs”) (e.g., solid, soil vapor, indoor air, shallow and/or deep groundwater), time periods they were used and where they were used at the site (e.g., near current or former buildings or processing equipment or on any portion of the site).
 - iii. State when the first release or disposal of each COC occurred and when any subsequent release or disposal occurred.
 - iv. Discuss any potential off-site sources of COCs.
- f) Potential liability for the site - Describe potential liability at the site:
- i. For each PRP, state its connection to the site (i.e., owner, operator, arranger, or transporter) and the specific time the PRP was involved with the site.
 - ii. For each PRP, describe all evidence that supports a determination that it is potentially liable (e.g., a release occurred during the PRP’s period of ownership, the PRP arranged for disposal or treatment of hazardous substances at the site).

- iii. For each PRP, identify associated businesses or other entities, including corporate parents, subsidiaries, predecessors, and successors.
 - iv. For each PRP, identify who is or was directly involved in management or operations specifically related to the pollution at the facility or the facility's compliance with environmental regulations.
 - v. If property was sold, provide any disclaimers of liability for discharge or cleanup of hazardous waste.
 - vi. Provide a table and short narrative listing each PRP and whether it has strong, weak, or unclear links to the site and/or the release(s).
- g) Conclusions and recommendations for the site - Summarize the identified PRPs and parties associated with the site. Summarize historical operations at the site. Summarize regulatory actions taken at the site and the results of investigations conducted at the site. Include recommendations for additional actions. This type of information will assist decision makers in making an informed decision when balancing the need for information with available resources and timing constraints.
- h) Financial viability of PRPs - Describe financial viability of PRPs at the site:
- i. Identify the status of each potentially liable PRP (e.g., bankruptcy proceedings, corporate status, alive or date deceased, trust and estate status).
 - ii. Identify PRP's assets (e.g., real property, bank and investment accounts, and income).
 - iii. Provide liability insurance coverage information noting any gaps in insurance information or coverage.
 - iv. If PRP filed for bankruptcy, provide any documentation that tends to show contamination was left in place.
- i) Exhibits as requested – the below exhibits and any additional exhibits as requested – See Attachment E for Exhibit cover page format:
- i. Maps - Provide maps displaying current and past tax parcel boundaries, with easements plotted as specified in the Service Request Form (Attachment A)
 - ii. Copies of Title Documentation and Lease Agreements - Provide the clearest and most legible copies available (certified when requested) of supporting title documentation and lease agreements (e.g., deeds, indentures, mortgages, easements, liens, leases, parcel maps, tax statements/appraisals, real estate contracts, bills of sale, powers of attorney, wills, bankruptcy filings, judgments, and land trusts)
4. Required Tasks – Staff Training and Consultation on PRP and Title Search Services and Reporting

- a. The goal of training is to equip DTSC staff with the knowledge and ability to independently conduct PRP and Title Search Services and Reporting as defined in this SOW. Intermittent consultation is also desired to assist DTSC in establishing an internal capability to conduct the most complex and varied title and PRP search tasks and reporting. The contractor shall provide comprehensive training and long-term sustainability support for PRP searches and title report processes, including virtual training sessions, end-user training, and all associated training materials.
- b. As part of this task, the contractor will conduct a training needs assessment to identify performance and knowledge gaps and establish learning objectives. Additional responsibilities include developing requested job aids, checklists, desk manuals, and mentoring program staff; and producing scalable and modular training content tailored to evolving PRP procedures and interpretation of title-related documents.
- c. The contractor shall deliver virtual training sessions, including at a minimum: an introductory session, a detailed process session, a PRP search report training session, and a hands-on workshop. Training will be requested via the service request process outlined below. Training scope (including any materials to be developed), attendance, and schedule will be set forth in the Service Request Form and Service Request Budget Form. Training is to be performed by either the Project Manager and/or Senior PRP Research Lead, or other Key Personnel approved by DTSC. Any training materials to be developed for DTSC under this contract belong to DTSC upon delivery. Training will be delivered via MS Teams. DTSC estimates the training task component will not exceed 20% of the total contract value.

5. Incidental and Unanticipated Tasks

Contractor may be asked to perform other incidental tasks that are integrally related to and necessary to fulfill the objectives of the scope of work, as defined in tasks 1-4, and that were unanticipated at the time the Contract was executed. These tasks shall not constitute a material change to the scope of work, or a cardinal change to the contract, and will be detailed and authorized in writing on the Service Request Form (Attachment A), and Service Request Budget Form (Attachment B) using the existing rates in the Contract. Incidental tasks are limited to no more than 10% of the contract value. DTSC will prepare an Exhibit A-1 Unanticipated Tasks Description to be attached to the Service Request Form (Attachment A) which will contain a clear, detailed description of the specific incidental task, the timeline, the associated existing scope of work item(s) and the applicable rate(s) from Exhibit B, Attachment 1, Cost Sheet.

G. Process for Requesting Services Under this Contract

1. The DTSC Project Manager for the site and the DTSC Contract Manager will prepare a Service Request Form (Attachment A), to identify specific tasks to be conducted by the Contractor, associated deliverables, and completed project delivery date. **DTSC does not guarantee the frequency or amount of work to be requested under this Contract.**
2. The DTSC Contract Manager will provide the Service Request Form to the Contractor. During this time, the DTSC Contract Manager, DTSC Project Manager and the

Contractor may communicate to refine and clarify required tasks, deliverables, and the estimated delivery date.

3. After receipt of the Service Request Form, the Contractor shall, within 30 business days use the Service Request Budget Form (Attachment B) to estimate the delivery date and prepare a detailed budget, specifying in detail the specific tasks and subtasks to be performed and delivered. The Contractor shall submit the Service Request Budget Form to the DTSC Contract Manager for review and approval.
4. Once the Service Request and Service Request Budget Forms are approved by the DTSC Contract Manager, in consultation with the DTSC Project Manager, the Contractor will receive signed and approved copies for its records. Once a Service Request Form and related Service Request Budget Form are signed by both the Contractor and the DTSC Contract Manager, it shall be immediately incorporated into the Contract as if fully set forth herein. The Contractor shall not commence work until the Contractor receives written approval, via a signed Service Request Form and a signed Service Request Budget Form, from the DTSC Contract Manager.
5. In the event tasks are accomplished in fewer hours than indicated in the Service Request Budget (Attachment B), the Contractor shall display the actual hours used on the Service Request Budget and highlight the corrected amounts. DTSC reserves the right to request supporting documentation to verify hours which are billed to DTSC. The Contractor shall only invoice DTSC for actual hours worked rounded down to the nearest quarter hour.
6. Overall contract expenditures and individual site Service Request Forms shall be reconciled via a meeting between the Contractor and DTSC Contract Manager no less than once per quarter.
7. The Contractor shall propose an interim deliverable if there is a delay in obtaining information to complete tasks outlined on the Service Request Form and the deliverable will substantively address requested information. The interim deliverable shall specify incomplete tasks and the expected schedule for final delivery.
8. The Contractor shall not submit an invoice for a site to DTSC until the DTSC Contract Manager, in consultation with the DTSC Project Manager, provides written approval of the final report and/or other deliverable(s) specified in the individual Service Request Form. DTSC shall have 30 business days to review and approve or disapprove the Contractor's submitted deliverables.
9. The Contractor shall be responsible for the professional quality, technical accuracy, and coordination of all services under this Contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its work products, reports or services immediately upon notification by DTSC. If the Contractor fails to correct such errors within a reasonable time after notice, DTSC may correct the work itself or by separate contract and may deduct the actual, reasonable costs of such correction from any monies due or to become due to the Contractor. The approval of such work by DTSC shall not relieve the Contractor of responsibility for correction of such errors.

H. **Contractor Responsibilities Related to Amending the Service Request Form, Service Request Budget Form, and/or Schedule**

1. The Contractor shall maintain flexibility in meeting DTSC's needs. The Contractor should be prepared to accommodate changes in DTSC's priorities when the need for specified tasks associated with Title Search Report or PRP Search Report deliverables are urgent.
2. If, after a Service Request Form has been finalized, DTSC determines that substantial change(s) to the Service Request Form is necessary (e.g., to the details of the Service Request Form, Service Request Budget Form, or schedule), the DTSC Contract Manager, in consultation with the DTSC Project Manager, will work with the Contractor to issue an amendment to the original Service Request Form and/or Service Request Budget Form, as applicable. The amendment will include the specific change(s) to the work required and any proposed adjustment to the project budget caused by the amendment.
3. Once the Service Request Budget Form is approved by the DTSC Contract Manager, in consultation with the DTSC Project Manager, the Contractor shall seek prior approval from the DTSC Contract Manager for proposed budget increases prior to undertaking any work that is based on those proposed budget increases. Any increase in the level of effort/funding required to complete the work shall be approved in writing by the DTSC Contract Manager on an amended Service Request Budget Form. Any change to the services shall be approved in writing by the DTSC Contract Manager on an amended Service Request Form. The Contractor shall not commence any work until the Contractor receives written approval from the DTSC Contract Manager in the same manner as the original forms.

EXHIBIT A: ATTACHMENT A

Service Request Form

Property Identification: _____
Parcel No(s): _____
Name of Company: _____
Site Name: _____
Site Code: _____
Amendment: _____
DTSC Project Manager: _____ email: _____
DTSC Contract Manager: _____ email: _____

Refer to Contract 26-T5392 and the Scope of Work (Exhibit A) thereunder for details of each Task and related deliverables. Detail specific needs or exclusions in the Notes section below.

Dates of interest: from _____ through _____.

1) Title Search Tasks and Reporting

Tasks to be provided shall include the following (check those needed):

- ☐ a) Property Information
- ☐ b) Historical Chain of Title
- ☐ c) Encumbrances
- ☐ d) Surrounding Property Chain of Title
- ☐ e) Trusts
- ☐ f) Liens
- ☐ g) Taxes
- ☐ h) Exhibits (See Attachment E) (maps and copies – note if certified copies are required)

Notes (attach additional notes if required):

The complete project shall be provided by this date: _____
(See attached schedule, if applicable)

2) PRP Search Tasks

Dates of interest: from _____ through _____.

Tasks to be provided shall include the following (check those needed):

- ☐ a) Title Search
- ☐ b) Sanborn Maps
- ☐ c) Operator Search
- ☐ d) Government Records Search
- ☐ e) Business Information Search
- ☐ f) Secretary of State Information
- ☐ g) Corporate Information
- ☐ h) Asset Search
- ☐ i) Aerial Photography
- ☐ j) Insurance Coverage
- ☐ k) Interviews
- ☐ l) News Source Search
- ☐ m) Production Practices

3) Creation of PRP Search Report

Dates of interest: from _____ through _____.

Tasks to be provided shall include the following (check those needed):

- ☐ a) Title Search
- ☐ b) PRP Search Tasks
- ☐ c) Site Description
- ☐ d) Current Regulatory Status
- ☐ e) How and when the Site Became Contaminated
- ☐ f) PRPs at the Site
- ☐ g) Conclusions and Recommendations for the Site
- ☐ h) Financial Viability of PRPs
- ☐ i) Exhibits (see Attachment E) (maps and copies – note if certified copies are required)

Notes (attach additional notes if required):

The complete project shall be provided by this date: _____
(See attached schedule, if applicable)

4) Staff Training and Consultation on Title Search and PRP Search Tasks and Reporting

Identify the task areas, audience, length and scope of the training and/or consultation.

- ☐ Contractor has reviewed Exhibit D, Section 8 – Conflict of Interest and confirms there are no potential conflicts of interest in performing the work requested herein.

Approvals

By signing below, I agree with the Service Request.	
Contractor:	Date:
DTSC Contract Manager:	Date:

EXHIBIT A: ATTACHMENT B

Service Request Budget Form

Parcel No(s):			
Name of Company:			Date:
Site Name:		Site Code:	
Amendment: ☐ Yes ☐ No			
Task	Hours x Rate	Budget Cost	Actual Cost
1. <u>Title Search Tasks and Reporting</u>			
2. PRP Search Tasks			
3. Creation of PRP Search Report			
4. Photocopying fees charged by 3 rd parties and document retrieval fees (attach receipts)			
5. Staff travel time			
6. Travel Costs (in accordance with State rates & policies).			
7. Per diem (in accordance with State rates & policies)			
8. Title Search and PRP Search Training and Consultation			
Total Amount of Budget			
By signing below, I agree with the Service Request Budget.			
Contractor:			Date:
DTSC Contract Manager			Date:

EXHIBIT A: ATTACHMENT C

Title Search Report Format

- a) Property Information
- b) Historical Chain of Title
- c) Encumbrances
- d) Surrounding Property Information
- e) Trusts or estates
- f) Liens
- g) Taxes
- h) Exhibits (see Attachment E for format)
 - a. Graphics
 - b. Maps
 - c. Copies (certified when requested)

EXHIBIT A: ATTACHMENT D

Property Ownership Information

Document	Date Recorded	Grantor	Grantee
[Insert Document Name, e.g., Grant Deed, Quit Claim Deed]	[Date]	[Grantor Name]	[Grantee Name]
[Document Name]	[Date]	[Grantor Name]	[Grantee Name]
[Document Name]	[Date]	[Grantor Name]	[Grantee Name]

Facility Operator Information

Operator Name	Dates of Operation	Type of Operation	Nature and volume of hazardous waste/substances
[Insert Name]	[Insert Date Range]		
[Insert Name]	[Insert Date Range]		
[Insert Name]	[Insert Date Range]		

EXHIBIT A: ATTACHMENT E**Exhibits**

Insert an entry for the author, title, date, and any other relevant information for each supporting document. Insert cover sheets in between each exhibit that include the exhibit number. Provide a reference to the exhibit number following any statement in the memo that uses that exhibit as a source. The reference should include the specific page number of the exhibit where the information being discussed is found.

1. [Author, Title, Date]
2. [Author, Title, Date]

EXHIBIT A: ATTACHMENT F

PRP Search Report Format

All requested title search and PRP search tasks shall be incorporated into the following general sections of the PRP Search Report

- a. Title Search (as requested)
- b. PRP Search Tasks
- c. Site Description
- d. Current Regulatory Status
- e. How and When the Site became Contaminated
- f. PRPs at the Site
- g. Conclusions and Recommendations for the Site
- h. Financial Viability of PRPs
- i. Exhibits (see Attachment E for format)
- j. Graphics
 - Maps
 - Copies (certified when requested)

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Payment Terms

- A. The Contractor will be paid in arrears upon satisfactory completion of all work for an approved Service Request Form, including any amendments, and receipt of a proper and complete invoice.

The Contractor shall bill the State in arrears no more often than monthly in accordance with the rates specified in Exhibit B, Attachment 1, Cost Sheet, as well as the associated Service Request Budget Form, including any amendments. The rates shall not be increased at any time during the term of this Contract, including any amendments to renew this Contract.

- B. Fully Loaded Rate: All rates for the term of this Contract will be fully loaded rates. The fully loaded rates shall include all costs necessary to perform the services under this Contract including but not limited to the following costs and any related costs, at no extra charge to DTSC:

- a) 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, monthly expenditure tracking, general and administrative expenses, including bookkeeping, accountants, and general administrative support, initial consultation fees, profit, labor, materials, indirect costs, taxes and all operating expenses.
- b) All subscription costs or related charges for use of Westlaw, CLEAR, Accurint, other website database aggregators or similar providers.
- c) Support services (training, photocopying, telephone, cellular phones, etc.).
- d) Office equipment (personal computers, calculators, table and chairs for mobile trailer, any on-site equipment including laptop/computers, printers, faxes, staplers, etc.).

- C. DTSC's payment obligations are expressly conditioned upon the Contractor's conformance to the requirements of this Contract.

2. Travel

The DTSC Contract Manager may authorize payment for travel (including travel time, mileage, and per diem) when the Contractor is required to travel more than fifty (50) miles from their point of origin. Authorization details will be documented on each Service Request Budget Form. The point of origin used for calculating authorized travel will be either (i) the nearest DTSC Office (see table below for addresses) to the authorized destination, or (ii) the Contractor's closest office to the authorized destination, whichever is closer to the authorized destination.

REGIONS AND DTSC OFFICE LOCATIONS	
Northern Central California	
<u>DTSC Cal Center</u> 8800 Cal Center Drive Sacramento, California 95826 (916) 255-3545	<u>DTSC Headquarters</u> 1001 I Street Sacramento, California 95814 (916) 255-3618
Northern Coastal California	
<u>DTSC Berkeley</u> 700 Heinz Avenue #200 Berkeley, California 94710 (510) 540-2122	
Central California	
<u>DTSC Clovis</u> 1515 Tollhouse Road Clovis, California 93611 (559) 297-3901	
Southern California – Los Angeles	
<u>DTSC Chatsworth</u> 9211 Oakdale Avenue Chatsworth, California 91311 (818) 717-6500	<u>DTSC Pasadena</u> 757 South Raymond Avenue #105 Pasadena, California 91105
Southern California – Imperial	
<u>DTSC San Diego</u> 2375 Northside Dr., Ste# 100 San Diego, California 92108 (858) 637-5531	<u>DTSC El Centro</u> 627 Wake Avenue EL Centro, California 92243 (760) 352-0381
<u>DTSC Cypress</u> 5796 Corporate Avenue Cypress, California 90630 (714) 484-5300	<u>DTSC Commerce</u> 5701 S. Eastern Avenue, Suite 630 Commerce, CA 90040 (844) 225-3887

All overnight travel and/or travel outside the State of California must be pre-approved in writing by the DTSC Contract Manager. Mileage and per diem (lodging and meals) are not included in the fully loaded rates. Contractor reimbursement for mileage, meals and lodging shall not exceed rates established by the California Department of Human Resources for non-represented State employees at the time the travel occurs and shall not be entitled to any markup or surcharges (<https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>). The Contractor

must select the most economical mode of transportation and travel. The Contractor shall provide all travel and per diem receipts and documentation to DTSC.

3. **Invoicing**

- A. Invoices shall be submitted in duplicate: one (1) original hard copy on the Contractor's letterhead. The invoice shall include the Contract Number, Service Request Form Number and date(s) of service covered. Submit all invoices to:

Department of Toxic Substances Control
Attn: Accounts Payable, Contract No. 26-T5392
P. O. Box 806, Floor 21-5
Sacramento, California 95812-0806

- B. Invoices shall display all hours with detailed description of the tasks and subtasks performed, authorized travel expenses, authorized per diem, and any 3rd party photocopying and document retrieval fees which are required to complete the service request. The reimbursable fee for these documents is the fee that is imposed by the local agency producing the document, and are approved, in advance, and not otherwise included as part of the fully loaded rates. No markups or surcharges are allowed on such fees or any other costs or expenses which are approved by DTSC. The final budget accompanying the invoice shall show actual costs and include receipts.

C. *[Add only if applicable]*

Invoices shall itemize the amounts paid to Small Businesses/DVBE subcontractors required under this Contract. The total dollar amount, even if the amount is \$0.00, of goods and services provided by any certified DVBE/SB along with the corresponding percentage of the total invoice amount, and the cumulative total dollar amount of all services provided under this Contract to date by any certified DVBE/SB along with the corresponding percentage of the total amount invoiced to date.

D. Final Invoice and DVBE Certification

[This section will only be added if a DVBE is part of this Contract]

- a) Pursuant to Military and Veterans Code, Section 999.5, the Contractor shall complete the STD 817 Form (<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std817.pdf>) and return it with the final invoice to the Contract Manager listed in Exhibit A along with a copy of the complete STD 817 to the DTSC SB/DVBE advocate at SB_DVBEadvocate@dtsc.ca.gov.
- b) A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation in the minimum amount of two thousand five hundred dollars (\$2,500) and the maximum amount of twenty-five thousand dollars (\$25,000).
- c) DTSC shall withhold ten thousand dollars (\$10,000) from the final payment, or the full final payment if less than ten thousand dollars (\$10,000), until the Contractor complies with the certification requirement. If the Contractor fails to comply with the certification requirement, the Contractor shall be allowed to cure the defect. If, after 30 calendar days from notification of the defect, the Contractor fails to comply with the certification requirements, DTSC shall permanently deduct ten thousand dollars

(\$10,000) from the final payment, or the full final payment if less than ten thousand dollars (\$10,000).

4. **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, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Contract and the 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 purposes of this program, the State shall have the option to either cancel this Contract with no liability occurring to the State or offer a Contract amendment to the Contractor to reflect the reduced amount.

5. **Option to Extend Contract Term**

The term of this contract will be two (2) years with the option to renew for one (1) additional year at DTSC's sole discretion at the same rates specified in Exhibit B, Attachment 1, Cost Sheet.

6. **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.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. Accounting Requirements

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

2. Contract Limits

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

3. Approval of Work

Notwithstanding the Approval Clause in Exhibit C, General Terms and Conditions, (GTC) this Contract requires that all work performed shall be inspected, reviewed, and approved by the Contract Manager prior to payment. Payment for services is conditional upon the Contractor's conformance to the requirements of the Scope 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.

4. Assignment of Rights, Delegation of Duties

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

5. Audit

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

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

6. Brokerage or Contingent Fees

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

For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to terminate this Contract without liability, paying only for the work actually performed, or otherwise recover the full amount of such commission, brokerage or contingency fee.

7. **Confidentiality**

All data and information related to DTSC operations or developed by the Contractor as a part of this Contract, shall be safeguarded and protected by the Contractor from disclosure. All deliverables and correspondence shall be marked confidential.

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. All electronic transmissions shall contain the following language: "CONFIDENTIALITY: This email message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential or privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message."

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 within three (3) days of any request from a third party for disclosure of any information relating to this Contract, including, but not limited to, subpoena, deposition proceedings, court order, or other legal action. Unless DTSC authorizes the disclosure of the information in writing, the Contractor shall use every means, to the maximum extent permitted by law and at no cost to the State, to protect the information from disclosure.

8. **Conflict of Interest**

The Contractor shall within three (3) days disclose to the DTSC Contract Manager, in writing, any financial, business, or other relationship that may have an impact upon the outcome of this Contract and/or any ensuing project to follow before starting any work under a Service Request Form. The Contractor shall also list current and former clients who may have a financial interest in the outcome of this project and any future projects identified on a Service Request Form. The Contractor also complies with PCC, 10410 and 10411. After starting work, Contractor shall notify the DTSC Contract Manager in writing within three (3) days if they become aware of any financial, business, or other relationship that may have an impact upon the outcome of this Contract and/or any ensuing project to follow.

9. **Contract Rates**

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

provision is intended for purposes of clarification only and does not relieve the Contractor of responsibility for compliance with any other provision of this Contract.

10. **Contractor Resource Levels, Standards, and Key Personnel Replacement**

The Contractor shall meet all the contractual requirements and responsibilities listed herein. The Contractor shall provide sufficient resources, including staff support, to fully execute all responsibilities required by this Contract. The 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 Contractor must notify the DTSC Contract Manager, in advance, in writing, of any changes to be made by the Contractor as to the key personnel for whom resumes were submitted. The Contractor shall submit a resume and evidence of qualifications for the proposed substitution to the DTSC Contract Manager.

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

11. **Copyrights and Ownership of Data**

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

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

All data distributed under the terms of this Contract and any reproductions of data shall include a notice of copyright in a place that can be visually perceived at the direction of DTSC. This notice shall be placed prominently on data and set apart from other matter on

the page or medium where it appears. The notice shall state "Copyright" or "©", the year in which the work was created, and "DTSC". When space does not permit, and with advance approval of DTSC's Contract Manager or his/her designee, "Department of Toxic Substances Control" may be abbreviated "DTSC".

12. **Disabled Veteran Business Enterprise (DVBE) Requirements**

[This is example language that may be removed if not applicable].

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

13. **Dispute**

In addition to Exhibit C, Section 6:

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

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

The DTSC Contract Manager shall issue a dispute decision, in writing, within sixty (60) calendar days of receipt of the dispute notice. A copy of this decision shall be sent to the Contractor by email and by certified mail, Return Receipt Requested, or by any other method which provides evidence of receipt.

The decision of the DTSC 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 the DTSC Contract Manager's decision with supporting rationale.

The decision of the DTSC Contract Manager shall be final unless within fifteen (15) calendar days from the date of receipt of the DTSC Contract Manager's decision, the Contractor files a notice of appeal addressed to the Deputy Director, Site Mitigation and Restoration Program, Department of Toxic Substances Control, 1001 I Street, PO Box

806, Sacramento, California 95812-0806 with a copy to the DTSC Contract Manager by email. The notice shall contain the original submission to the DTSC Contract Manager, along with any additional arguments related to the decision issued by the DTSC Contract Manager. The Deputy Director shall issue a decision on the matter within sixty (60) days, unless the Deputy Director requires additional time, and the Contractor is notified in writing that the decision will be issued within ninety (90) days. If no decision is issued within this timeframe, the appeal shall be deemed denied. The decision of the Deputy Director shall be final.

During the pendency of any dispute, the Contractor shall diligently continue with all responsibilities under the Contract.

14. **Entire Contract**

This Contract along with all exhibits and referenced documents supersede all prior contracts; oral or written, made with respect to the services to be provided under this Contract.

15. **Excise Tax**

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

16. **Health and Safety Responsibility**

The Contractor shall be solely responsible for the health and safety protection of its employees and subcontractors, and timely payment of wages and compensation to all its personnel, including subcontractors.

17. **Insurance Requirements**

A. **General Requirements**

1. When the Contractor submits to DTSC a copy of this Contract signed by the Contractor, the Contractor shall simultaneously furnish to DTSC certificates of insurance for the Contractor, and any Subcontractor, as required, meeting all the requirements in this section. DTSC will not provide for nor compensate the Contractor for any insurance premiums or costs for any type or amount of insurance. The Contractor is responsible for any deductible or self-insurance retention contained within their insurance program. In the event that the Contractor, or any Subcontractor, fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract for cause upon the occurrence of such event.
2. All insurance companies must carry a rating acceptable to DTSC, and the Department of General Services' Office of Risk and Insurance Management (ORIM), if ORIM approval is required. If the Contractor is self-insured for a

portion or all of its insurance, review and approval of financial information including a letter of credit may be required.

3. All required insurance in this Contract shall be primary, and not excess or contributory, to any other insurance carried by the State. Coverage must be in force for the complete term of this Contract, including any amendments. If any insurance expires during the term of this Contract, a new certificate must be provided to the DTSC Contract Manager at least ten (10) days prior to the expiration of the insurance. Any new insurance must comply with the requirements of this section.
4. The Contractor agrees to notify the DTSC Contract Manager in writing within five (5) business days before the effective date of any cancellation, non-renewal, or material change that affects the required insurance coverage. If any Subcontractor insurance is provided to meet this requirement, the Contractor agrees to require Subcontractor to notify the Contractor and the DTSC Contract Manager in writing within five (5) business days before the effective date of any cancellation, non-renewal, or material change that affects the required insurance coverage.
5. If the Contractor uses any Subcontractors to complete performance of this Contract, the Contractor shall include all Subcontractors as insureds under Contractor's insurance or supply evidence of insurance equal to the policies, coverages and limits required of the Contractor in this Contract.
6. New certificates of insurance are subject to the approval of DTSC, and if approval is required, ORIM. The Contractor agrees that no work or services shall be performed prior to the giving of such approval.
7. Any required endorsements must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance. Inadequate or lack of insurance does not negate the Contractor's obligations under this Contract. All insurance required by this Contract must allow DTSC to pay and/or act as the Contractor's agent in satisfying any self-insured retention. The choice to pay and/or act as the Contractor's agent in satisfying any self-insured retention is at the State's discretion. All coverage and limits available to the Contractor shall also be available and applicable to the State.

B. Required Insurance

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

1. *Commercial General Liability*

The Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed

under an insured Agreement. This insurance shall apply separately to each insured against which claim is made, or suit is brought subject to the Contractor's limit of liability. The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under this contract.

2. *Automobile Liability*

The Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under this contract.

3. *Professional Liability*

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

4. *Workers' Compensation and Employer's Liability*

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

18. **Licenses**

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

In the event any license(s) expires at any time during the term of this Contract, the Contractor agrees to provide agency a copy of the renewed license(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times

all required license(s), DTSC may, in addition to any other remedies it may have, terminate this Contract upon occurrence of such event.

19. **News Releases and Publicity**

News releases and advertisements include but are not limited to communications with the media, other promotional materials, sales presentations, website or other online content, or releases to any professional or trade publication. Contractor shall not issue any news releases or advertisements regarding the Contract, the meetings or decisions related to the Contract, or to the status of work related to the Contract, without prior written approval of the DTSC Contract Manager.

Contractor shall not use the name, logo, or any other reference to DTSC, the California Environmental Protection Agency (CalEPA) or the State of California, directly or indirectly, in any news release or advertisement, without prior written approval of DTSC. Approval will not be provided for any content which endorses or creates the appearance of an endorsement of Contractor.

20. **Potential Subcontractors**

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

21. **Record Retention**

DTSC is or may be involved in litigation regarding the work under this contract. Contractor is required to maintain records and preserve all potentially relevant evidence in its possession and control related to its work under this contract. Potentially relevant evidence includes: paper records (e.g. printed materials, notes, logs, photographs); electronically stored information (ESI) (e.g. Electronic Data Deliverables (EDDs), emails, texts, instant messages, voicemails, audio recordings, writings, drawings, graphs, charts, photographs, images, Microsoft Office documents, PDFs, data stored on servers and cloud-based platforms, data stored on devices such as computers, tablets, disks, flash drives, and smart phones) . All potentially relevant evidence should be retained by Contractor and provided to DTSC either upon DTSC's request or prior to the completion of Contractor's obligations under the contract. Contractor shall require all subcontractors and suppliers to comply with the provisions of this section.

22. **Release of Claims**

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

23. **Release of Data**

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

The Contractor shall not release or disclose to other persons any work/data created, produced, or developed pursuant to this Contract, including but not limited to, drafts prior to DTSC approval of the final work product. The State retains the right to approve any procedures employed by the Contractor to comply with this provision.

24. **Responsibilities Upon Termination (excluding termination for convenience)**

After receipt of notification of termination of this Contract, and except as otherwise specified by the State, the Contractor shall stop work under this Contract on the date specified in the written notice of termination. The Contractor shall do all of the following:

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

25. **Rights to Data**

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

26. **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.

27. **Substitution of Subcontractors**

The Contractor must use the subcontractors and/or suppliers proposed to the State unless a substitution is requested. The Contractor must request the substitution in writing to DTSC and DTSC must approve the substitution in writing prior to commencement of any work by the proposed subcontractor/supplier. At a minimum, the substitution must include: a) a written description of the subcontractor to be substituted, and the reason for this action; and b) a written notice detailing a clearly defined portion of the work identified both as a task and as a percentage share/dollar amount of the overall Contract that the substituted firm will perform. The new or replacement subcontractor shall be at least as qualified as the original subcontractor. Substitution of subcontractors may require a contract amendment, as to be determined by DTSC.

28. **Termination for Convenience**

In addition to the termination clause found in Exhibit C, Section 7, DTSC adds the following:

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

After receipt of a Notice of Termination, and except as directed by DTSC, the Contractor shall proceed with the following obligations, which shall apply immediately regardless of any delay in determining any payments due to the Contractor under this section. The Contractor shall:

- a) Stop work as specified in the Notice of Termination;
- b) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continued portion of this Contract;
- c) Terminate all subcontracts to the extent they relate to the work terminated;
- d) Transfer title and make delivery to DTSC of all articles, materials, work in process, and other things held or acquired by the Contractor in connection with the terminated portion of this Contract; and
- e) Resolve all outstanding liabilities arising from the termination of subcontracts and supplier contracts. The resolution of such liabilities shall be subject to DTSC approval or ratification.

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

these services and expenses exceed the remaining balance of the maximum amount payable under this Contract.

29. **Termination for Default**

In addition to the termination clause found in Exhibit C, Section 7, DTSC adds the following:

DTSC may terminate performance of work under this Contract in whole, or in part, whenever the Contractor or its subcontractors default in performance of this Contract and fail to cure such default within a period of ten (10) calendar days (or such longer period as the Contract Manager may allow) after receipt from the Contract Manager of a written notice specifying the default. Such termination shall be referred to herein as "Termination for Default".

If after notice of termination of this Contract for default, it is determined by the State or a court that the Contractor was not in default or that Contractor's failure to perform or make progress in performance was due to causes beyond the control or was not caused by the error or negligence of the Contractor, or any subcontractor, the notice of termination shall be deemed to have been issued as a termination for the convenience of State, and the rights and obligations of the parties shall be governed accordingly.

In the event the State terminates this Contract in full or in part as provided in this Termination for Default provision, the State may procure, upon such terms and in such manner as the Contract Manager deems appropriate, supplies or services similar to those affected by the termination, and the Contractor shall be liable to the State for any excess costs reasonably incurred for such similar supplies or services. The Contractor shall also be liable for excess administrative costs, if the failure to perform arises out of an intentional act or negligence of the Contractor or its subcontractors. The Contractor's refusal to accept or perform work assigned under the terms of this Contract shall be deemed an intentional act in default of this Contract.

30. **Workers' Compensation**

The 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 the Contractor affirms to comply with such provisions before commencing the performance of the work for this Contract.

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

31. **Accessibility Requirements**

The Contractor must ensure that all products and services submitted, uploaded, or otherwise provided by the Contractor and its subcontractors under this Contract, including but not limited to data, plans, drawings, specifications, reports, operating manuals, notes, and other written or graphic work prepared in the course of performance of this Contract (collectively, the "Work"), meet the accessibility requirements set forth in Government

Code sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Part 1194) (collectively, the "Accessibility Requirements"). DTSC may request documentation from the Contractor of compliance with the Accessibility Requirements and may perform testing to verify compliance. The Contractor must bring into compliance, at no cost to DTSC, any Work by the Contractor or its subcontractors not meeting the Accessibility Requirements. If the Contractor fails to bring its or its subcontractors' Work into compliance with the Accessibility Requirements within five (5) business days of written notice from DTSC, or within the timeframe specified by DTSC in its notice, the Contractor will be responsible for all costs incurred by DTSC in bringing the Contractor's or its subcontractors' work into compliance with the Accessibility Requirements.

32. **Contract Communication**

All required written notices given or made pursuant to this Contract will be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile, if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All such notices hereunder must be provided to the DTSC Contract Manager and the Contractor Representative, each as designated under Exhibit A hereto.

33. **Executive Order N-6-22 – Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine the Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide the Contractor advance written notice of such termination, allowing the Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT E

POLITICAL REFORM ACT REQUIREMENTS

1. Form 700 Disclosure

The Political Reform Act of 1974 (Government Code §§ 81000-91014) (the Act) prohibits any public official, including consultants, from participating in making, or in any way attempting to use their official position to influence, a governmental decision in which they know or have reason to know they have a financial interest and requires public officials to disclose any economic interests that could foreseeably be affected by the exercise of their duties. The Act requires consultants that make or participate in making governmental decisions to publicly disclose their personal financial holdings and income by filing a Statement of Economic Interests (Form 700).

DTSC has determined that Contractor's employees, including subcontractors (if any), may be a consultant within the meaning of the Act, specifically Government Code § 82048 and Title 2, California Code of Regulations § 18700.3. Accordingly, any individual who is required to file under DTSC's Conflict of Interest Code (Code Filer) shall complete and submit a Form 700 to the DTSC Filing Officer. The DTSC Conflict of Interest Code is located at Title 22, California Code of Regulations, section 66250, et seq. This includes disclosure categories at section 66250.1.

All Code Filers must file a Form 700 by all the following deadlines:

- (1) Within 30 days of the earlier of the date work commences or the effective date of the Contract,
- (2) Within 30 days of the earlier of the date on which the Code Filer was assigned/hired to a position that requires the filing of a Form 700 (if the Code Filer begins work after the effective date of the Contract),
- (3) Annually by April 1st, and
- (4) Within 30 days of completion of all Contract assignments that require Form 700 filing, or the effective date of a Code Filer's separation from the Contractor, whichever is earlier.

Form 700s are public documents, available for any member of the public to inspect and copy. The Fair Political Practices Commission (FPPC) is the State agency responsible for issuing the Form 700, and for interpreting the Act's provisions. More information about the Act and filing obligations can be found on the FPPC website: <https://www.fppc.ca.gov>.

DTSC will send Contractor a letter with additional details on how to file a Form 700 and take the required ethics training. This letter will include a request for information regarding all employees working on the Contract and identifying those employees who are Code Filers. Contractor must provide the requested information to DTSC by an authorized individual with sufficient knowledge of the applicable legal requirements as well as the responsibilities and duties to be performed by each employee.

Once Contractor has provided the requested information to DTSC, DTSC will review the information and identify each Code Filer's disclosure category based on the specific services identified by Contractor. The Code Filers will receive additional filing information directly by email.

Contractor may access the Form 700 on the FPPC's website at <https://www.fppc.ca.gov/Form700.html>.

Any questions regarding completion of the Form 700 or questions about compliance with the Act should be addressed to the FPPC at advice@fppc.ca.gov or at (866) 275-3772 (866/ASK-FPPC). DTSC cannot provide any advice on how to complete the Form 700.

2. **Ethics Training Course**

All Code Filers must complete an online ethics training course, developed by the California Department of Justice (DOJ) and FPPC. The training takes approximately two (2) to three (3) hours to complete. The training must be completed within six (6) months of the earlier of the date work commences or the effective date of the Contract. If a Code Filer begins work after the effective date of the Contract, they must complete the training within six (6) months of the date on which the Code Filer was assigned/hired to a position that requires the filing of a Form 700. Additionally, in the case of a multi-year contract, the course must be completed once during each two-year period. The two (2)-year period begins with an odd-numbered year (e.g., 2023-24, 2025-26 etc.). (Government Code § 11146, *et seq.*)

3. **Contractor Obligations**

Contractor must review the Form 700s filed by its employees and subcontractor employees, if any, and determine whether, in the light of the interests disclosed, performance under the Contract could violate Government Code § 87100.¹ Contractor shall notify the DTSC Contract Manager in writing immediately of any potentially disqualifying conflict of interest.

Contractor must notify the DTSC Contract Manager in writing of any new employee and subcontractor employee, if any, working on the Contract if they are or may be a Code Filer. This includes substitutions of employees, existing employees whose duties change during the Contract, and identification of any other employees or subcontractor employees that are performing work that would require compliance with the Act.

Contractor must notify the DTSC Contract Manager in writing when any Code Filer leaves office. A Code Filer working on a contract is considered to be "leaving office" upon completion of all contract assignments which require Form 700 filing. Wherever possible, Contractor must notify the DTSC Contract Manager no later than 20 days before a Code Filer leaves office and provide the name, business email address, personal email address, and last day of performing work on the Contract.

¹ Government Code § 87100 provides: "No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest."

4. **Consequences of Failure to Comply with Political Reform Act Requirements**

Any one of the following shall constitute a breach of the Contract and shall be grounds for immediate termination of the Contract: (1) Failure to complete and submit all required Form 700s within the filing periods described above, or respond to any request from the DTSC Filing Officer for additional information regarding any such Form 700s; (2) Failure to notify DTSC of a potentially disqualifying conflict of interest; (3) The determination by DTSC or the Contractor that any individual has a financial interest that could result in a violation of Government Code § 87100, provided, however, that DTSC may opt to waive such breach if Contractor replaces any such individual immediately, or otherwise satisfactorily resolves the conflict, after a determination of such financial interest.

In addition to immediate termination of the Contract, as described above, failure to comply with any of the requirements under the Act may be a violation subject to any of the following: an administrative enforcement proceeding before the FPPC that could result in fines of up to \$5,000 per violation, a criminal misdemeanor proceeding, a civil action, and levying of late penalties by DTSC's Filing Officer.