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Department of Toxic Substances Control

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Gavin Newsom
Governor

Biomedical Monitoring for Office of Administrative Services

Invitation for Bid No. I-2627-08

July 16, 2026

The Department of Toxic Substances Control (DTSC) is soliciting bids from qualified firms who have the ability to provide all necessary personnel services, materials, supplies, facilities and equipment to a network of occupational medical care for services to DTSC field staff. Upon receipt, please review the entire document. Instructions for submitting any questions about the content or the competitive process and DTSC's response process are outlined in Section IX.

DTSC has divided the State of California into five (5) Geographic Regions (Regions) and previously solicited for all five (5) Regions under IFB I-2526-02. During that solicitation, the Region for Northern Central CA was awarded. IFB I-2627-08 is a repost of IFB I-2526-02 with four (4) of the five (5) Regions. There are minor differences in the reposted IFB, such as:

- Revised cost sheet instructions and specifications;
- Request for USB-flash drive of complete bid package copy, alongside two (2) hard copies.

Regions	DTSC Offices
Northern Coastal CA (2)	Berkeley
Central CA (3)	Clovis
Southern CA (4)	Chatsworth, Los Angeles and Pasadena
Southern CA (5)	Cypress, San Diego, and El Centro

Respondents to this IFB shall submit completed bids as outlined in Sections V and VI no later than August 5, 2026 by 3:00 p.m. Pacific Time.

Reference General Terms and Conditions (02/2025) and Contractor Certification Clauses (04/2017) that may be viewed and downloaded at Internet site

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

Andrew Salz
DTSC Contracts Unit
contracts@dtsc.ca.gov

Department of Toxic Substances Control
1001 I Street • Sacramento, California 95812

**Department of Toxic Substances Control
Biomedical Monitoring
IFB No. I-2627-08
Schedule of Events**

Events	Anticipated Date of Event
IFB Release Date	July 16, 2026
Deadline to Submit Written Questions	July 23, 2026 at 3:00 p.m., Pacific Time
Post Response to Written Questions	July 30, 2026
Final Filing Date	August 5, 2026 at 3:00 p.m., Pacific Time
Bid Opening*	August 6, 2026 at 9:00 a.m., Pacific Time
Anticipated Contract Performance Start Date	August 13, 2026

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

NOTE: For security reasons, if you plan to attend the public bid opening, please contact DTSC at contracts@dtsc.ca.gov at least 48 hours prior to bid opening so arrangements can be made for entrance into CalEPA building.

Invitation for Bid No. I-2627-08

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Department of Toxic Substances Control

BIOMEDICAL MONITORING SOLICITATION REQUIREMENTS

I. Introduction

The mission of DTSC is to protect California's people and environment from harmful effects of toxic substances by restoring contaminated resources, enforcing hazardous waste laws, reducing hazardous waste generation, and encouraging the manufacture of chemically safer products.

DTSC staff are exposed to potentially hazardous conditions while performing their duties at hazardous waste sites in California. These conditions include exposures to harmful physical, chemical or biological agents.

DTSC is required by policy and the California Labor Code, Section 6400 to provide a safe and healthy workplace for its employees. California Occupational Safety and Health Administration (OSHA), Title 8, California Code of Regulations (T8 CCR) Sections 5095-5100, 5144, 5194-5220, 5192, as well as other regulations, address hazardous waste operations and emergency response, hearing conservation, respiratory protection and other occupational health and safety hazards. To comply with mandated law and implementation of DTSC's policy, an effective program to provide biological/biomedical monitoring for affected DTSC personnel is required.

II. Purpose

The purpose of this document is to solicit bids from Contractors who have the ability to provide all necessary personnel services, materials, supplies, facilities and equipment to a network of occupational medical care to deliver services to DTSC field staff in Berkeley, Clovis, Chatsworth, Cypress, Commerce, Pasadena, El Centro, and San Diego. Services must comply with the biomedical monitoring program required by Title 8 CCR, 29 CFR and the California Labor Code (CLC) and in accordance with the Scope of Work.

The resulting Contracts are expected to have terms of three (3) years with the option to amend each contract for an additional one (1) year period at the same rates. New funding may be included in the amendment to cover costs for the additional year. DTSC also reserves the right to amend the contracts to add additional funding to support newly hired staff for an amount not to exceed 30% of the original contracts' costs.

Shown below is the estimated number of employees requiring these services per year by region with the estimated 3-year contract totals.

Regions	Estimated Yearly Number of Employees	Estimated Contract Total
Northern Coastal CA (2)	80	\$324,000
Central CA (3)	20	\$128,000
Southern CA – Los Angeles (4)	100	\$410,000
Southern CA – Imperial (5)	150	\$450,000

III. **Service Locations**

Biomedical Monitoring Regions

REGIONS AND DTSC OFFICE LOCATIONS	
Northern Coastal California (2)	
<u>DTSC Berkeley</u> 700 Heinz Avenue #200 Berkeley, California 94710 (510) 540-2122	
Central California (3)	
<u>DTSC Clovis</u> 1515 Tollhouse Road Clovis, California 93611 (559) 297-3901	
Southern California – Los Angeles (4)	
<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
<u>DTSC Commerce</u> 6119 E. Washington Blvd, #120 Commerce, CA 90040	
Southern California – Imperial (5)	
<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	

IV. **Services to be Provided**

Please refer to the Scope of Work in Proposed Contract, Exhibit 1, of this solicitation.

V. **Minimum Qualifications**

Bidder shall have successful experience with similar services or products of such services to be provided as described in the Scope of Work of the Proposed Contract (Exhibit 1).

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

The bidder shall demonstrate that they meet the following minimum qualifications:

1. Bidder must have a facility or facilities located within a 25-mile radius from each of the DTSC office locations within the selected region of the proposed bid. (See III. Service Locations)
2. Bidder Experience:
 - Bidder shall include a Cover Letter with the bid (see later Section VI.A.1) that indicates the number of years performing required duties in Scope of Work and explaining how firm qualifies to perform work described in the Proposed Contract. The letter shall be on firm letterhead and signed by the person authorized to bind the firm;
 - Bidder must indicate in the Cover Letter that they have the ability to perform and provide services for the area for which they are bidding by having a minimum of five (5) years' experience in performing the services listed in the Scope of Work in the geographical area of the contract.
3. Bidder must be a corporation, partnership or other entity lawfully authorized to do business in the State of California and provide a copy of their Business License.

Only the following entities may conduct medical examinations of DTSC employees:

- a. A University of California occupational medicine surveillance program or affiliate that provides physical examinations to employees.
- b. Any entity authorized as a health care provider organization by the Commissioner of Corporations to provide occupational medical services.
- c. An entity licensed as a full-service health care plan under the Health and Safety Code or a Health Care Organization under the California Code of Regulations.
- d. Board Certified Physician(s) licensed to practice in the State of California who are currently providing occupational medical services described in the scope of work outlined in the Invitation for Bid.

Bidder must provide documented proof that they meet one or more of Items a through d above.

4. Key Personnel:

Bidder must have or assign the following Key Personnel to the Contract and provide Resumes for each. All Key Personnel must have three (3) years of experience

performing similar work. Multiple Key Personnel roles may be filled by the same person.

- a. The Director, Officer, or organization leader(s) of the Occupational Health Organization.
 - b. The person designated to be the head financial contact to DTSC of the Occupational Health Organization.
 - c. The Medical Director of the Occupational Health organization. Please include the Medical Director's medical specialty, board certification, and any unrestricted license, including states where licensed.
 - d. The person designated to be the Contractor Representative or liaison for the bidder, who is responsible for receiving compliance and information communications from the bidder and for disseminating the same within the organization.
 - e. The person designated to be the medical records leader or liaison to DTSC.
 - f. The person designated to be the scheduling leader or liaison to DTSC.
 - g. The board-certified occupational physicians for the Occupational Health Organization who will be performing services under the Contract.
5. Bidder must submit a written, narrative plan that shows their firm shall have all personnel, equipment, materials and training necessary to comply with the provisions of this IFB from the date of bid submission through full duration of the Contract. This plan must be provided as part of the Cover Letter or Minimum Qualifications Certification described in Section V.
 6. Bidder must submit an organizational chart demonstrating the structural relationships between the medical director, fiscal or financial administrator, and executive officers and administrators.
 7. Bidder must submit a work plan that shows a clear and concise description of how the Occupational Health Organization will provide medical examinations, including all documentation necessary to demonstrate ability to meet the requirements of the Proposed Contract.
 8. Bidder must submit a copy of the audiometric booth certification or documentation of testing (described in the Proposed Contract).
 9. Bidder must submit a written, narrative plan that explains how Bidder will ensure all medical records and related information will be kept confidential. This plan must be provided as part of the Cover Letter or Minimum Qualifications Certification described in Section V.
 10. Bidder will provide Certification/License of all laboratory personnel.
 11. Bidder must have, or subcontract with, an alternate blood draw facility or facilities and submit the facility information, including the address, contact person, phone number, and scheduling procedure. The alternate facility must also be within 25 miles of the DTSC Office(s).
 12. Bidder must submit documentation demonstrating that they have the business process to release medical certifications within ten (10) calendar days, medical records within 45 calendar days, and have sufficient appointment availability to meet

the terms and conditions of the Proposed Contract. Bidder must submit a flowchart along with a statement that they have adequate staffing, equipment, and facilities.

13. Bidder must submit with their bid package a copy of their blood borne pathogens program and injury and illness prevention program.

VI. **Bid Requirements**

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

A. **Technical Bid**

The Technical Bid includes all of the following items:

1. Cover Letter

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

- a. A statement to the effect that the bid is a firm and irrevocable offer good for 180 days.
- b. A statement expressing the bidder's willingness to perform the services described in this IFB.
- c. A statement expressing the bidder's availability of staff and other required resources for performing all services and providing all deliverables as described in this IFB.
- d. A statement that the medical facility and their associates will not utilize social security numbers as a means of identification. No part of the DTSC staff social security numbers may be collected or utilized.
- e. Bidder must indicate in the Cover Letter that they have the ability to perform and provide services for the area for which they are bidding by having a minimum of five (5) years' experience in performing the services listed in the Scope of Work in the geographical area of the contract.

2. Key Personnel

Bidder must list all Key Personnel who will be working on the project and include any additional information requested in Section IV.3. The list must include names, titles, and phone numbers. In addition, a resume is required for each of the Key Personnel listed.

3. Required Document Checklist

Bidders must complete and return the Attachments listed on the Required Document Checklist, Attachment 1. Failure to submit this form may cause the bid to be rejected.

a. Bid/Bidder Certification Sheet

Bidders must complete and return the Bid/Bidder Certification Sheet, Attachment 2. This form must be signed by an individual who is authorized to bind the bidder contractually. Failure to submit this form may cause the bid to be rejected.

b. Bidder References

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

c. Darfur Contracting Act Certification

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

d. Bidder Declaration

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

e. Contractor Certification Clauses

Bidders will be required to complete and return the Contractor Certification Clauses, Attachment 7, only upon award of the Agreement. This form must be signed by an individual who is authorized to bind the Bidder contractually. Failure to submit this form may cause the Bid to be rejected.

f. Payee Data Record – Std. 204 and Payee Data Record Supplement – Std. 205

Bidders will be required to complete and return the Payee Data Record, Attachment 8, only upon award of the Agreement. Bidders may also include the optional Payee Data Record Supplement STD 205 if applicable. The STD 204 must be completed and signed by an individual who is authorized to bind the Bidder contractually. Failure to submit the Std. 204 form may cause the Bid to be rejected.

g. California Civil Rights Laws Certification

Bidders will be required to complete and return the California Civil Rights Laws Attachment, Attachment 9, only upon award of the Agreement. This form must be completed and signed by an individual who is authorized to bind the Bidder contractually. Failure to submit this form may cause the Bid to be rejected.

h. Qualification Questionnaire

Bidders must complete and return the required Qualification Questionnaire, Attachment 10, with their bid.

i. Preference Programs

The State of California (State) established the following preference programs to encourage participation in State contracting by various segments of the business community and to stimulate business and employment in geographic areas determined to be economically distressed. Proposers must include the documentation described below if they intend to apply for the Small Business Preference, Disabled Veteran Business Enterprise Preference, or Target Area Contract Preference Act programs. Bidders may complete and return Attachments 11, 13 and 14 if applicable. Preference points will be awarded as described in Attachment 11, 13 and 14 of the IFB.

a) Small Business Preference

A five percent (5%) and up to a maximum amount of \$50,000.00 bid preference is available to a certified small business firm. The Small Business preference will be applied to those bidders declaring their eligibility on the Bid/Bidder Certification Sheet, Attachment 2. Additionally, 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 must be deemed to perform a Commercially Useful Function (CUF). Information regarding Small Business certification 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>

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

b) Disabled Veteran Business Enterprise Contract Participation and Incentive

DVBE Participation: DVBE Participation has been waived for this contract.

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

This bid package provides program information and bidder responsibilities for the DVBE Contract Participation and/or Bid Incentive Program (Attachment 12). The bidder should indicate all proposed subcontractors on the Bidder Declaration (Attachment 6). Additionally, 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 DVBE must be deemed to perform a Commercially Useful Function (CUF).

c) Target Area Contract Preference Act

Information regarding this preference program may be obtained at: <https://tacpa.dgs.ca.gov/>. Bidders seeking to obtain a Target Area Contract Preference Act (TACPA) preference must complete and submit the Target Area Contract Preference Act Preference Request, STD. 830 (Attachment 14), with their bid. This form is available here: <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std830.pdf>.

d) Commercially Useful Function (CUF)

Information regarding CUF may be obtained at: <https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Commercially-Useful-Function-for-Certified-Firms>. Bidders seeking to obtain a Small Business (SB) or DVBE preference must complete **one CUF Evaluation Form for each SB and/or DVBE subcontractor identified on the Bidder Declaration GSPD-05-105 (Attachment 6)**, signed by an authorized individual of the subcontractor firm(s) and submit the Commercially Useful Function Evaluation Form(s) (Attachment 15), with their bid.

B. Cost Detail Format and Requirements

Bidder must submit a Bidder Cost Sheet in the format prescribed in Attachment 3. Each field in the Bidder Cost Sheet must be completed, leaving no blanks. NOTE: Bids may be rejected if the Bidder Cost Sheet is not completed in its entirety. The

rates in this section will be considered when determining the lowest bid. The contract, if awarded, will incorporate the rates in the Bidder Cost Sheet.

VII. Submission of Bids

- A. If a bidder intends to submit a bid for more than one (1) region, separate bids must be submitted for each. Bidder must be able to perform all required services for the entire region. The region must be clearly identified on the bid.
- B. In addition to all required documentation, each Bid package must contain a separate, sealed envelope containing *only* the Bidder Cost Sheet. This is the document that will be opened publicly.
- C. All bid packages must be submitted under sealed cover by the dates and times shown in Schedule of Events Table. Bids not submitted under sealed cover shall be rejected. A minimum of two (2) originals of the bid package as a paper set and one (1) digital copy of the complete bid package saved on a USB-flash drive must be submitted. The sealed bid must be plainly marked with the IFB number and title, must show firm's name and address, and must be marked with "DO NOT OPEN", as shown below:

Recipient's Address:

BY U.S. POSTAL MAIL:

Department of Toxic Substance Control
Contracting Services Branch – 12th Floor
Attention: Andrew Salz
P.O. Box 806
Sacramento, CA 95812-0806

BY DELIVERY SERVICE (UPS, FedEx, etc.):

Department of Toxic Substances Control
Contracting Services Branch – 12th Floor
Attention: Andrew Salz
1001 I Street
Sacramento, CA 95814

Required Label on Envelope:

IFB I-2627-08

"Biomedical Monitoring Services for Northern Coastal CA",

"Biomedical Monitoring Services for Central CA",

"Biomedical monitoring Services for Southern CA – Los Angeles"

OR

"Biomedical Monitoring Services for Southern CA – Imperial"

DO NOT OPEN

DEADLINE FOR BID SUBMITTAL:

August 5, 2026, 3:00 p.m. Pacific Standard Time

- D. All bids shall include the documents identified in Attachment 1, Required Document Checklist. Bids not including the proper "required attachments" may be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.

- E. All documents requiring a signature must bear the original signature of the person authorized to bind the bidding firm as stated in the cover letter, either electronically or by hand (in blue ink).
- F. Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.
- G. A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all bids and may waive an immaterial deviation in a bid. The State's waiver of an immaterial deviation shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the contract.
- H. Costs incurred for developing bids in anticipation of award of the Contract are entirely the responsibility of the bidder and shall not be charged to the State of California.
- I. The individual who is indicated on the cover letter as authorized to bind the bidder contractually shall sign the Bid/Bidder Certification Sheet. The signature shall indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.
- J. A bidder may modify a bid after its submission only by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- K. A bidder may withdraw its bid by submitting a written withdrawal request to the State, signed by the bidder or an authorized agent. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.
- L. The awarding agency may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received a bid package.
- M. The awarding agency reserves the right to reject all bids. The agency is not required to award a Contract.
- N. Before submitting a response to this solicitation, bidders shall review, correct all errors and confirm compliance with the IFB requirements.
- O. The State does not accept alternate Contract language from a prospective Contractor. A bid with such language will be considered a counter bid and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- P. No oral understanding or Contract shall be binding on either party.
- Q. Any technical questions pertaining to this bid may be referred to the following email address: contracts@dtsc.ca.gov. Comments or responses to oral inquiries or questions submitted via e-mail shall not be binding.

VIII. Evaluation Process

- A. At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- B. The State will evaluate each bid to determine its responsiveness to the published requirements.
- C. Bids that contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the bidder, may be rejected.
- D. Award if made, will be to the lowest responsive, responsible bidder.

IX. Award and Protest

- A. Notice of the proposed award shall be posted in a public place in the office of DTSC 1001 I Street, Sacramento CA 95812 for five (5) working days prior to awarding the agreement if requested in writing by any bidder who has submitted a bid.
- B. If any bidder, prior to award of the agreement, files a protest with DTSC and the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605, on the grounds that the (protesting) bidder would have been awarded the contract had the agency correctly applied the evaluation standard in the IFB, or if the agency followed the evaluation and scoring methods in the IFB, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter. It is recommended that any protest is sent by certified or registered mail.
- C. Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of General Services, Office of Legal Services and DTSC a detailed statement specifying the grounds for the protest.
- D. Upon resolution of the protest and award of the agreement, Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.
- E. Upon resolution of a protest, and/or award of the agreement, Contractor must sign and submit to the awarding agency, page one (1) of the Contractor Certification Clauses (CCC 04-2017), which can be found on the Internet at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

X. General Information

A. Errors and Omissions

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

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

B. Questions Regarding the IFB

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

contracts@dtsc.ca.gov

Please reference IFB No. I-2627-08 in the subject line.

Questions must be received by the date and time specified in the Schedule of Events. Responses to questions received by this date will be posted to the Cal eProcure website, in the form of an Addendum, without identifying the source of the query, on or before the date specified in the Schedule of Events.

C. Addenda

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

D. Clarifications

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

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

1. Copies of any form submitted without a signature. This provision does not apply to unsigned Cover Letter. (see Section V.A.1.)
2. Data or documentation omitted from any submitted attachment or form.
3. Information and material needed to clarify or confirm certifications or claims made by a bidder.
4. Information or material needed to correct or remedy an immaterial defect in the bid.

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

E. Other Criteria

1. Right to Reject Any or All Bids

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

2. Bidder's Costs

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

3. Review of Bids Subsequent to Contract Award

All bids and the final scoring summary sheet are retained by DTSC as a permanent record and shall be made available for public inspection, upon written request.

4. Conflict of Interest

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

5. Corporate Qualifications to Do Business in California

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

6. Follow-On Contracts

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

7. Execution of Contract

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

8. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the 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 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 Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

9. Generative Artificial Intelligence (GenAI) Requirements

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

Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which 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.

Proposed Contract

Reset Form

Print Form

SCO ID: 3960-26T####

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-T####

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

July 1, 2026

THROUGH END DATE

June 30, 2029

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	12
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C *	General Terms and Conditions (GTC 02/2025)	5
+ - Exhibit D	Special Terms and Conditions	11
+ - Exhibit E	Additional Provisions - Definitions	4
+ - Attach. 1	Work Status Report	1
+ - Attach. 2	Employee Participation Notice & Consent Form	2
+ - Attach. 3	Authorization Letter for Release of Employee Medical Record	2
+ - Attach. 4	DTSC Staff Member Declination/Refusal	1
+ - Attach. 5	Hepatitis B Vaccine Declination/Completion/Acceptance	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

AWARDED CONTRACTOR'S NAME

CONTRACTOR BUSINESS ADDRESS

AWARDED CONTRACTOR'S BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

CONTRACTOR REPRESENTATIVE

TITLE

CONTRACTOR REPRESENTATIVE TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

Reset Form

Print Form

SCO ID: 3960-26T####

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-T####

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Toxic Substances Control

CONTRACTING AGENCY ADDRESS

1001 I Street, P.O. Box 806

CITY

Sacramento

STATE

CA

ZIP

95812

PRINTED NAME OF PERSON SIGNING

Jessica Heinz

TITLE

Chief, Contracting Services

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL



EXEMPTION (If Applicable)

EXHIBIT A

SCOPE OF WORK

- I. CONTRACTOR NAME (Contractor) agrees to enter into a Contract with the Department of Toxic Substances Control (DTSC) to provide biomedical monitoring services for DTSC field staff in the INSERT REGION.
- II. The contract representatives during the term of this Contract will be:

DTSC Contract Managers

TBD
Department Toxic Substances Control
9211 Oakdale Avenue
Chatsworth, CA 91311
PHONE
EMAIL

TBD
Department of Toxic Substances Control
9211 Oakdale Avenue
Chatsworth, CA 91311
PHONE
EMAIL

Technical Advisor:

TBD
Department of Toxic Substances Control
9211 Oakdale Avenue
Chatsworth, CA 91311
PHONE
EMAIL

Contractor Representative

TBD

The DTSC Contract Administrator for this Contract will be:

DTSC Contract Administrator

TBD
Department of Toxic Substances Control
1001 I Street, PO Box 806
Sacramento, California 95812
PHONE
FAX
EMAIL

- III. The above contract representatives may be changed at any time upon written notification to the other party with a copy to DTSC's Contracts Unit.

IV. **Scope of Work**

A. Background

The mission of DTSC is to protect California's people and environment from harmful effects of toxic substances by restoring contaminated resources, enforcing hazardous waste laws, reducing hazardous waste generation, and encouraging the manufacture of chemically safer products.

DTSC staff are exposed to potentially hazardous conditions while performing their duties at hazardous waste sites in California. These conditions include exposures to harmful physical, chemical or biological agents.

DTSC is required by policy and the California Labor Code, Section 6400 to provide a safe and healthful workplace for its employees. California Occupational Safety and Health Administration (OSHA), Title 8, California Code of Regulations (T8 CCR) Sections 5095-5100, 5144, 5194-5220, 5192, as well as other regulations, address hazardous waste operations and emergency response, hearing conservation, respiratory protection and other occupational health and safety hazards. In order to comply with mandated law and implementation of DTSC's policy, an effective program to provide biomedical monitoring for affected DTSC personnel is required.

B. Geographical Distribution

Contractor will provide biomedical monitoring services to the DTSC REGIONAL field office (see below). Contractor must have a facility or facilities located within a 25-mile radius from each DTSC office location(s) listed below. (Note: DTSC offices may change locations during the term of the Contract, however, this will not require the Contractor to change facility locations.)

DTSC Location:
REGIONAL DTSC OFFICE ADDRESS – ADDED UPON AWARD

C. Description of Work

1. Purpose and Description of Services

Using an agreed upon price schedule and work plan, the Contractor shall provide biomedical monitoring for DTSC personnel exposed or potentially exposed to toxic chemicals or physical agents.

All current field employees and new field employees shall have appropriate biomedical examinations. Special examinations for employees exposed to specific hazards shall be scheduled on an as-needed basis or as required by applicable regulations.

- a) Contactor shall furnish labor, materials, and equipment necessary to perform physical examinations for the DTSC employees as described below. Contractor shall conduct examinations on an ongoing basis throughout the duration of this Contract with appointments available to DTSC Staff on State business days no fewer than two (2) appointments available before noon per day. Walk-in clinics are not acceptable.
- b) Contractor shall provide DTSC a list of the scheduled exams including times and dates, for all future appointments, each week on the first State business day of the week by 9:00 AM.
- c) Contractor shall ensure that all physical examinations are conducted by a physician with licenses and certifications unrestricted by their respective boards or qualified medical professional under the direction of a licensed physician.
- d) Contractor shall schedule exam appointments within fourteen (14) calendar days of DTSC employee's initial request (phone, email).
- e) Contractor shall assess employee's physical ability and determine and certify employee to:
 - i. wear air-purifying respirators;
 - ii. wear air-supplied respirators;
 - iii. wear other personal protective equipment; and
 - iv. work in hazardous waste/substance environments.

(NOTE: DTSC's Work Status Report located in Attachment 1, or similar document with the same parameters must be completed by the physician)

- f) If there are specific limitations, then the physician will specify the limitations based on the examination and records received. Work restrictions shall be limited to employee's job description (box checked, or additional information provided). All limitations must be based on documentation and the biomedical monitoring examination.
- g) Contractor shall provide consultation services to DTSC's Health and Safety Program and/or management on the following issues:
 - i. Industrial hygiene, safety, etc.; and

- ii. On an as-needed basis for the purpose of conducting quality-assurance meetings.
- h) Contractor shall mail a copy of the physician's written report along with a copy of all tests and forms to the employee's home address within 45 calendar days of the biomedical examination. If the contractor chooses and the employee agrees, the contractor may provide the required information electronically, in the same time frame.
- i) Contractor shall ensure the confidentiality of medical records.
- j) All requests for information by DTSC Contract Manager, Technical Advisor, back-up DTSC Contract Manager, and staff through email, or phone shall be responded to by the Contractor within one (1) state business day.
- k) DTSC staff will evaluate Contractor's performance and discuss any remedial actions which may be necessary in response to employee complaints. Contractor shall provide a written plan with due dates and check points within three (3) calendar days of the discussion/communication. DTSC may arrange to inspect the facilities to ensure the contract facilities are in compliance with the Contract.

2. Biomedical Examination

Contractor shall provide, or secure agreements with subcontractors to provide, all personnel, services, materials, supplies, facilities and equipment to continue a network of occupational medical care. Contractor shall ensure all examinations and specimen collection are performed at only one site during the initial examination with the exception of the electrocardiogram. Analysis of specimens may be performed off-site. All biomedical monitoring examinations shall be conducted by a licensed physician or qualified medical professional under the direction of a licensed physician.

a) Biomedical Examination

All examinations as described in this section shall be scheduled by Contractor to current employees, commencing within fourteen (14) calendar days of Contract award.

All biomedical examination elements, including but not limited to blood draw, x-ray, spirometry, audiometry, and electrocardiogram tests, shall be conducted by a licensed physician or qualified medical professional under the direction of a licensed physician at one medical facility of the Contractor, except for laboratory analysis. The personal and family history, with pertinent genetic, occupational and environmental factors, shall be obtained by the Contractor. The consulting physician or qualified medical professional under the direction of a licensed physician shall consider whether factors exist such as reduced immunological competence, treatment with steroids or cytotoxic agents, pregnancy and cigarette smoking which predispose the employee to increased risk and shall discuss the preliminary results of the exam with the staff member prior to ending the examination.

When scheduling appointments, DTSC staff shall have a minimum of two (2) physicians or qualified medical professionals under the direction of a licensed physician to choose from for the medical examination. This requirement may be met by two (2) providers at two (2) different approved locations.

Contractor shall also provide (or subcontract with) an alternate facility or facilities that specializes in blood draws for the use of DTSC staff members who may prefer an alternate facility; the alternate blood draw location must be open during normal business hours . DTSC must approve the location and provider before providing services. Alternate facilities must also be within twenty-five (25) miles of the DTSC office(s).

Contractor shall provide an option for DTSC staff to have their blood draws completed prior to their examination date.

The Contractor shall obtain a DTSC medical authorization email, which authorizes DTSC staff to access the services of the contract, the Employee Participation Notice and Consent Form (located in Attachment 1), and the Authorization Letter for Release of Employee Medical Record (located in Attachment 1) from all DTSC employees prior to performing services. The medical authorization email places time limitations on the DTSC staff and the purpose of this service shall only be limited to these authorized staff.

b) Medical Report

The Contractor shall provide (within 45 calendar days) a typewritten summary of findings for each examination as specified in Exhibit B, Section 1.C. Incomplete biomedical examinations/reports will not be accepted for processing/payment. All examination elements are critical and are required by regulation and the Contract. This summary shall include:

- i. Description of current health status of the employee.
- ii. Discussion of any changes in health status as compared to previous periodic and baseline examinations. If needed, the State will provide the Contractor with any available exposure records.
- iii. Recommendations for appropriate follow-up by DTSC, the employee, or their private medical professional.
- iv. A statement that the employee has been informed by the medical professional of the results of the medical examination and any medical conditions which require further examination or treatment.
- v. A completed Work Status Report.
- vi. If the employee refuses any required element of the examination, then:
 1. The medical facility will have the employee sign the attached form (DTSC Staff Member Refusal form, located in Attachment 1) indicating which exam elements were refused.

2. The Work Status Report is deferred (no check marks).
- vii. If the employee fails any part of the examination, and is limited in their duties (including any aspect of field work), then:
 1. The Contractor shall immediately notify the employee by phone and in writing.
 2. The Contractor shall notify DTSC (medicalmonitoring@dtsc.ca.gov) within eight (8) hours of receiving notification of any failed exam component by phone and scan and send a copy of the failed field certification by email to medicalmonitoring@dtsc.ca.gov, the supervisor and the staff member.
- viii. If the employee passes the examination, then the Contractor shall scan and email the Work Status Report within ten (10) calendar days of the examination to: medicalmonitoring@dtsc.ca.gov, the employee, and the supervisor.
- ix. A statement as follows: "This summary including the recommendations, copies of all medical tests, and the Work Status Report, will be sent to the patient."

3. Medical Consultation

When medically indicated, certain tests (e.g. biological monitoring) that are not usually performed may be conducted provided prior approval is granted by the DTSC Technical Advisor.

4. Prior to Medical Examination

At least two (2) business days prior to the exam, the Contractor shall provide each DTSC employee with the following:

- a) A complete address of the facility, including suite number and signage along with a phone number and name of the clinic. The information shall include the business name in the building directory and on the door.
- b) Information on the sequence of tests to be done, approximate time of each test and any preparation required of the employee (e.g., overnight fasting, bring glasses as necessary, and remove contact lenses at the exam).
- c) The Contractor's health history questionnaire that includes the OSHA's respiratory protection questionnaire (T8 5144) and OSHA's asbestos questionnaire. The health history questionnaire shall include details of past occupational exposures and injuries, including exposure to noise, vibration and physical and chemical hazards.
- d) All required forms as listed in Number 5.

5. Forms (Modifications of these forms by DTSC does not require a formal amendment.)

The Contractor shall ensure that the forms listed below are completed at the time of the medical examination or at appointment scheduling.

- a) Authorization Letter for Release of Employee Medical Record
- b) Employee Participation Notice and Consent Form
- c) Work Status Report
- d) DTSC Staff Member Declination/Refusal, as required
- e) Hepatitis B Vaccine Declination/Completion/Acceptance (required for baseline exams)

6. Physical Examination Content – REQUIRED (except for items “xxi”, “xxii”, “xxiii”, “xxiv” – see below for further details)

The Annual, Baseline, and Exit examinations on DTSC staff shall consist of physician or qualified medical professional under the direction of licensed physician services to include occupational and general medical history, reproductive history, age and date of birth and the following, unless refused by the employee (attach form “DTSC Staff Member Refusal”).

a) Complete Physical Examination

- i. Anthropometric measurements – Determine employee’s height (without shoes) and weight (without shoes). Height and weight parameters will be used to calculate various other physiologic and anatomic values.
- iii. General appearance and development - Note any posture defects, perceptible limp, tremor, or other defects.
- iv. Lungs/Chest - Stethoscopic examination is required. Note wounds, injuries, scars, or weakness of thoracic muscles that would be indicative of an underlying pathology sufficient to interfere with normal breathing. If any lung disease is detected, state whether active or arrested; if arrested, include your opinion as to how long it has been quiescent. List any diagnosis such as asthma and medications the employee uses to control symptoms related to the disorder.
- v. Heart and Circulatory System - Stethoscopic examination is required. Note murmurs and arrhythmias, and any past or present history of cardiovascular disease of a variety known to be accompanied by syncope, dyspnea, collapse, enlarged heart, or congestive heart failure. Perfusion of the extremities must be included in the cardiac assessment. List any diagnosis such as angina, arrhythmias, status post myocardial infraction, or other factors, and medications the employee uses to control symptoms related to the disorder.
- vi. Pulse and Blood Pressure - Measure blood pressures using aneroid sphygmomanometers. The employee will be in a sitting position during the reading. If blood pressure results exceed either systolic (140) or diastolic (90)

reference range, repeat test after the employee has been at rest for ten (10) minutes. If the employee has been diagnosed as hypertensive, list all medications that the employee is using to control the hypertension.

vii. Extremities – range of motion, joint stability, loss of limb - Record the loss or impairment of a leg, foot, toe, arm, hand, or fingers. Also, record any impairments or structural defects which may interfere with the employee's use of an extremity.

viii. Gastrointestinal - Note any disease of the gastrointestinal system.

ix. Skin condition

x. Neurologic - Describe employee's motor and sensory deficits in detail. Knee jerks are to be reported absent only when not obtainable upon reinforcement and as increased when foot is actually lifted from the floor following a light blow on the patellar tendon. Note any vibratory and/or positional abnormalities.

xi. Spine - Note deformities, limitations of motion, or any history of pain, injuries, or disease, past or presently experienced in the cervical, thoracic, or lumbar regions of the spine. Describe any scars that have been caused by a surgical procedure, or prosthetic devices that the employee uses for lumbar support or scoliosis.

xii. General impressions

xiii. Head: eyes, ears, nose, throat and teeth - Eyes, ears, nose, sinuses and throat will be free of injuries and disease.

1. Ears - Note evidence of mastoid or middle ear disease, temporal membrane perforation or scarring, discharge, symptoms of aural vertigo, or Meniere's syndrome.

2. Nose and Throat - Note any evidence of disease, irremediable deformities of the nose or throat that could interfere with breathing.

3. Teeth - Dentition must be adequate to support the normal facial structures. Note any evidence of deformities of the teeth, loose teeth, or prosthetic devices that could interfere with breathing.

xiv. Hearing (Audiometry)

1. Note the use of hearing aids or obvious hearing deficits.

2. Audiometric tests shall conform to T8 CCR Subchapter 7 (General Industry Safety Orders, Group 15 (Occupational Noise) Article 105 (Control of Noise).

3. Attach the audiometry results.

xv. Visual screening, including:

1. Document the use of corrective lenses or contact lenses.
 2. Note ptosis, discharge, visual fields, ocular muscle imbalance, corneal scars, exophthalmos, or strabismus, uncorrected by corrective lenses.
 3. Record near and distant visual acuity (corrected and uncorrected), both individually and simultaneously.
 4. Contact lenses - indicate whether or not employee wears contacts. Contacts must be removed for uncorrected vision.
- xvi. Complete blood count, including red blood cell (RBC) indices and white blood cell (WBC) differential, basophils (absolute and percentage), hemoglobin, hematocrit, eosinophils (absolute and percentage), MCV, MCH, MCHC, MPV, lymphocytes (absolute and percentage), monocytes (absolute and percentage), RDW, platelet count, and neutrophils (absolute and percentage).
- xvii. Complete urinalysis, including microscopic examinations. Different components of urinalysis include: Nitrates, Leukocyte Esterase, Ketones, Glucose, Red Blood Cells, Appearance, Bilirubin, Color, Specific Gravity, pH, Protein, Urobilinogen, Occult Blood.

xviii. Blood Chemistry

Albumin
A/G Ratio
Alanine aminotransferase (ALT)
Aspartate aminotransferase (AST)
Alkaline Phosphates
Blood Urea Nitrogen (BUN)
BUN/Creatinine Ratio
Calcium
Chloride
Cholesterol
Cholesterol/HDL Ratio
Cholesterol, percentile
Creatinine
Direct Bilirubin
Glucose
Gamma Glutamyl Transferase
Globulin
HDL Cholesterol
Iron
Lactodehydrogenase (LDH)
LDL Cholesterol (Calculated)
Magnesium
Phosphorous
Potassium
Sodium
Total Bilirubin
Total Protein

Triglycerides
Uric Acid

xix. Blood Lead and Cholinesterase

1. Blood lead - expressed in $\mu\text{g/dl}$ with a sensitivity less than 1 $\mu\text{g/dl}$ – (8CCR 5198).
2. Cholinesterase (RBC and plasma) – cholinesterase test or comparable such as serum. Serum is less reliable for acute exposure assessment.

xx. Spirometry:

1. Note: If the employee's breathing is labored or tachypneic. Confirm whether the employee has used a bronchodilator or anti-inflammatory agent within the preceding forty-eight (48) hours.
2. Testing to determine forced vital capacity (FVC) and forced expiratory volume at one second (FEV_1) must be conducted according to the American Thoracic Society standards. Attach a copy of the actual tracing along with the calculation (computerized printout preferred).
3. All DTSC lung function tests shall be conducted by a trained, qualified, and certified technician.

xxi. Chest x-ray, 14 by 17 inches - REQUIRED FOR BASELINE, EXIT, AND AS MEDICALLY NECESSARY:

This is required for all baseline and exit examinations, and as medically necessary for staff members. X-ray provides images of the chest, lungs, heart, large arteries, ribs and diaphragm.

xxii. Cardiology Resting EKG – Annually:

1. Resting electrocardiogram.
2. Blood pressure.
3. Pulse rate - A radial pulse can be used. If the pulse is irregular, compare the apical pulse with the radial pulse. Record the rate and rhythm. Be specific when describing the pulse rate, rhythm, and differences between the apical and radial pulses.

xxiii. Cardiology Consultation. If the cardiology examination findings are not normal, then the Contractor shall have a board-certified cardiologist review the medical tests, patient history and any other applicable information and issue a written opinion.

xxiv. Hernia and Prostate examination. Includes PSA Test. (For biological males only, who consent)

xxv. Hepatitis B Vaccination. This is only if pre-approved by the DTSC Contract Manager or Technical Advisor. This may be given in the three vaccine HBV or the Twinrix two vaccine series, or any current series approved for use in the USA. The Hepatitis B Vaccine Declination/Completion/Acceptance form (located in Attachment 1) must be completed for all baseline examinations.

xxvi. Other tests as Requested by DTSC. Each test for each staff member must be pre-approved. All tests will be performed using the methods described in the 2022 or more recent ACGIH TLV/BEI booklet (Adopted Biological Exposure Determinants):

- a) Mercury, elemental
- b) Mercury, organic
- c) Cadmium and inorganic compounds
- d) Chromium (IV, water soluble fume)

7. Other Consultation Services

- i. Consultation or Retainer Fee (hourly rate) only if DTSC requests consultation not related to an exam. For example, for a qualified medical professional to present a medically related topic to DTSC.

8. Subcontracting and Substitution of Subcontractors

Any changes in subcontracting and the subsequent subcontractor must be pre-approved by DTSC's Contract Manager or Technical Advisor. All subcontractors may be inspected by DTSC prior to their approval. If DTSC cites three (3) or more serious concerns to the Contractor, the Contractor shall replace subcontractors with a subcontractor that is mutually approved by DTSC and the Contractor.

9. Standards for Occupational Health Services

- a) Only the following entities may conduct biomedical examinations of DTSC employees:
 - i. A University of California occupational medicine surveillance program or affiliate that provides physical examinations to employees.
 - ii. Any entity authorized as a health care provider organization by the Department of Financial Protection and Innovation to provide occupational medical services.
 - iii. An entity licensed as a full-service health care plan under the Health and Safety Code or a Health Care Organization under the California Code of Regulations.
 - iv. Board Certified Physician(s) licensed to practice in the State of California who are currently providing occupational medical services described in the scope of work outlined in the invitation for bid.
- b) An occupational health provider/administrator must continuously meet all of the requirements in order to contract with DTSC to provide biomedical examinations to DTSC employees. The Contractor shall also demonstrate their ability to have

the Work Status Report available within ten (10) calendar days and the complete medical report mailed within 45 calendar days.

- c) DTSC may inspect the medical facilities and equipment periodically during the Contract to ensure the medical facilities meet with the Contract specifications.

10. General Standards

The Contractor must demonstrate that they will continuously, throughout the term of the Contract, meet the following requirements:

- a) All facilities including, but not limited to, clinics, hospitals, mobile units and laboratories to be utilized by the Contractor for the delivery of occupational medical and health care services shall be licensed by the State Department of Health Services, if such licensure is required by law, and shall meet any other relevant certification requirements.
- b) All personnel employed by or under contract to the Contractor shall be licensed or certified by their respective board or agency, where such licensure or certification is required by law.
- c) All equipment required to be licensed or registered by law shall be so licensed or registered and the operating personnel for such equipment shall be licensed or certified as required by law.
- d) Contractor shall have the organizational, financial, and administrative capacity to provide the services to DTSC employees within the timeframes specified in this Contract. Contractor shall be able to demonstrate to DTSC that medical decisions are rendered by qualified providers unhindered by fiscal and administrative management, and that such decisions adhere to professionally recognized standards of care.
- e) All medical facilities will be free from accumulated trash, miscellaneous debris (tires, food packaging, vermin, mold, dust and general debris). All medical facilities will be clean.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. This Contract is a fixed price contract. Payment for tasks performed under this contract shall be deliverable based. It shall be DTSC's sole determination as to whether a deliverable has been successfully completed. Signed approval is required from DTSC before processing an invoice for payment.

Upon successful completion and signed approval of each deliverable, the Contractor will submit a consolidated invoice for payment. Each invoice shall include the employee name, region of the contract, invoice number, date of service, balance due, and the fiscal year. Partial payment may be issued for completed bloodwork, x-rays, and hepatitis b vaccinations submitted with proper documentation prior to submittal of the full invoice for items listed in Section 1.C., below. Contractor shall bill the State in arrears no more often than monthly for actual expenditures incurred in accordance with rates specified and by this reference made part hereof. Invoices and billing information must contain Employee Numbers but must not include social security numbers or birth dates.

- B. Invoices shall be submitted in duplicate: one (1) original and one (1) hard copy on Contractor's letterhead. However, PDF copies of the invoices can be submitted simultaneously to the email address: invoices@dtsc.ca.gov. The invoice shall include the Contract number and dates of service covered. Submit the invoices to:

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

No medical records shall be submitted to the above address or email address.

- C. One (1) additional invoice copy shall include one original copy of the complete record of examination, including results of all tests, Authorization Letter for Release of Employee Medical Record form, Work Status Report, Hepatitis B Vaccine Declination/Completion/Acceptance (baseline only), Employee Participation Notice and Consent Form, and the physician's typewritten summary of findings and recommendations within 45 calendar days of each examination and be submitted on letterhead with reference to Department of Toxic Substances Control, with both the Contract number and dates of service covered. The invoice containing medical records shall be submitted to:

Department of Toxic Substances Control
Attn: Ryan Kinsella
9211 Oakdale Avenue
Chatsworth, California 91311

ALL MEDICAL RECORDS SHALL BE SENT UNDER "CONFIDENTIAL" COVER WITH A CLEAR INDICATION ON THE ENVELOPE OR BOX.

D. Final Invoice and DVBE Certification, if applicable

1. 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.
2. 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).
3. 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).

2. **Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Contract and Contractor shall not be obligated to perform any provisions of this Contract.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purpose of this program, State shall have the option to either cancel this Contract with no liability occurring to State, or offer a Contract amendment to Contractor to reflect the reduced amount.

3. **Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. An incomplete/disputed invoice will be returned to the Contractor per Government Code, Chapter 4.5, Section 927.6. Time specified for prompt payment in Government Code, Chapter 4.5, Section 927.4 commences upon submittal of a completed/undisputed invoice.

4. **Budget**

The budget shall not exceed TBD:

5. **Budget**

(INSERT COST SHEET)

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. **Accounting Requirements**

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

2. **Contract Limits**

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

3. **Approval of Work**

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

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

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

5. **Audit**

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

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

6. **Brokerage or Contingent Fees**

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

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

7. **Confidentiality**

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

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

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

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

8. **Conflict of Interest**

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

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 Contractor mutually agree and acknowledge that the budget as identified is for billing purposes and does not necessarily reflect actual amounts paid by Contractor to subcontractors or employees. This provision is intended for purposes of clarification only and does not relieve Contractor of responsibility for compliance with any other provision of this Contract.

10. **Contractor Resource Levels, Standards**

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

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

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

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

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

6. **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 the Contract or other issue for which the DTSC Contract Manager is authorized by the 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, Administrative Services, 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.

12. **Entire Contract**

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

13. **Excise Tax**

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

14. **Health and Safety Responsibility**

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

15. **Insurance Requirements**

A. **General Requirements**

1. When the Contractor submits to DTSC a copy of this Contract signed by the Contractor, the Contractor shall simultaneously furnish to DTSC certificates of insurance for the Contractor, and any Subcontractor, as required, meeting all the requirements in this section. DTSC will not provide for nor compensate the Contractor for any insurance premiums or costs for any type or amount of insurance. Contractor is responsible for any deductible or self-insurance retention contained within their insurance program. In the event that Contractor, or any Subcontractor, fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract for cause upon the occurrence of such event.
2. All insurance companies must carry a rating acceptable to DTSC, and the Department of General Services' Office of Risk and Insurance Management (ORIM), if ORIM approval is required. If the Contractor is self-insured for a portion or all of its insurance, review and approval of financial information including a letter of credit may be required.
3. All required insurance in this Contract shall be primary, and not excess or contributory, to any other insurance carried by the State. Coverage must be in force for the complete term of the contract, including any amendments. If any insurance expires during the term of the contract, a new certificate must be provided to the DTSC Contract Manager at least ten (10) days prior to the expiration of the insurance. Any new insurance must comply with the requirements of this section.
4. Contractor agrees to notify the DTSC Contract Manager in writing within five (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, 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 Contractor uses any Subcontractors to complete performance of this Contract, Contractor shall include all Subcontractors as insureds under Contractor's insurance or supply evidence of insurance equal to the policies, coverages and limits required of Contractor in this Contract.
6. New certificates of insurance are subject to the approval of DTSC, and if approval is required, ORIM. Contractor agrees that no work or services shall be performed prior to the giving of such approval.

7. Any required endorsements must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance. Inadequate or lack of insurance does not negate the Contractor's obligations under the Contract. All insurance required by this Contract must allow DTSC to pay and/or act as the Contractor's agent in satisfying any self-insured retention. The choice to pay and/or act as the Contractor's agent in satisfying any self-insured retention is at the State's discretion. All coverage and limits available to the Contractor shall also be available and applicable to the State.

B. Required Insurance

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

1. *Commercial General Liability*

Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against which claim is made, or suit is brought subject to the Contractor's limit of liability. The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.

2. *Professional Liability*

Contractor shall maintain Professional Liability covering any damages caused by a negligent error, act or omission with limits not less than \$2,000,000.00 per occurrence and \$2,000,000.00 policy aggregate. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.

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

Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. In addition, employer's liability limits of \$1,000,000.00 are required. If applicable, contractor shall provide coverage for all its employees for any injuries or claims under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or under laws, regulations, or statutes applicable to maritime employees. By signing this Contract, Contractor

acknowledges compliance with these regulations. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to certificate.

16. **Licenses**

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

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

17. **News Releases and Publicity**

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

18. **Potential Subcontractors**

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

19. **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.

20. **Release of Data**

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

use and disclosure. The State retains the right to approve any procedures employed by the Contractor to comply with this provision.

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

21. **Responsibilities Upon Termination**

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

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

22. **Rights to Data**

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

23. **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.

24. **Substitution of Subcontractors**

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

25. **Termination for Convenience**

Notwithstanding GTC termination clause the DTSC adds the following:

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

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

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

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

26. **Termination for Default**

State may terminate performance of work under this contract in whole, or in part, whenever Contractor or its subcontractors shall default in performance of this Contract and shall fail to cure such default within a period of ten (10) 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 State or a court that 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 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 State terminates this contract in full or in part as provided in this Termination for Default provision, 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 Contractor shall be liable to State for any excess costs reasonably incurred for such similar supplies or services. Contractor shall also be liable for excess administrative costs, if the failure to perform arises out of an intentional act or negligence of Contractor or its subcontractors. 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.

27. **Travel and Subsistence Payments**

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

28. **Workers' Compensation**

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

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

29. **Accessibility Requirements**

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

Contractor or its subcontractors not meeting the Accessibility Requirements. If Contractor fails to bring its or its subcontractors' Work into compliance with the Accessibility Requirements within five (5) business days of written notice from DTSC, or within the timeframe specified by DTSC in its notice, Contractor will be responsible for all costs incurred by DTSC in bringing Contractor's or its subcontractors' Work into compliance with the Accessibility Requirements.

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

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the 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 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 Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT E

ADDITIONAL PROVISIONS – DEFINITIONS

1. **Accounting Practices and Direct Costs**

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

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

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

3. **Contractor Representative**

The individual designated by the Contractor to represent the Contractor in the ongoing management and administration of the Contract.

4. **Contractor**

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

5. **Costs**

Direct costs are those costs that can be identified and include personal services and travel.

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

6. **Director**

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

7. **DTSC Contract Administrator**

The State official designated in the Contract to represent the State in the ongoing fiscal administration of the Contract. This individual serves as the focal point for all invoicing and payment matters between the State and the Contractor.

8. **DTSC Contract Manager**

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

9. **DTSC Project Manager**

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

10. **Equipment**

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

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

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

- All gifts, contributions, and donations.
- Losses incurred under other Contracts.
- All Federal income taxes and Federal excess profit taxes.
- All taxes from which the Contractor could have obtained an exemption but failed to do so.
- Litigation costs (filing fees, legal fees, expert witness fees, and all other costs involved in litigating claims in court or before an administrative board.
- Pre-Contract costs incurred prior to the effective date of the Contract directly pursuant to and in anticipation of the award of the Contract.
- Costs incurred preparing, submitting and supporting bids and proposals.
- Actual losses that could have been covered by permissible insurance or were expressly covered by self-insurance.

Travel and per diem (lodging and meals) are not included in the fully loaded rates. Separate reimbursement for per diem shall be allowed when specifically authorized by the DTSC in advance and in writing and shall not exceed rates established by the California Department of Human Resources (CalHR) for non-represented employees. (See website: <https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>.)

12. **General and Administrative Costs**

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

13. **Project Manager**

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

14. **Project Representative**

The individual designated to represent the Contractor in the ongoing management and administration of the Contract.

15. **State**

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

16. **Subcontractor**

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

17. **Technical Advisor**

The person designated by the DTSC to coordinate all activities performed by the Contractor. The Technical Advisor serves as the focal point for all contracted services, soliciting contracted services, managing all technical interactions with the Contractor and DTSC staff, approving additional medical tests, etc.



Department of Toxic Substances Control

Yana Garcia
Secretary for
Environmental Protection

Katherine M. Butler, MPH, Director
1001 "I" Street
P.O. Box 806
Sacramento, California 95812-0806

Gavin Newsom
Governor

WORK STATUS REPORT

Name of Employee and Employee Number

The above-named employee has been medically examined on ____ / ____ / ____ under provisions of the Department of Toxic Substances Control, biological medical surveillance program for field health and safety, and has been advised of the medical examination findings.

In the opinion of the examining physician, this employee:

I. CERTIFICATION FOR HAZARDOUS WASTE SITE WORK

- ☐ will **not** experience an increased risk of material impairment from working in hazardous waste operations or emergency response.
- ☐ will experience an increased risk of material impairment from working in hazardous waste operations or emergency response.

II. CERTIFICATION FOR RESPIRATOR USE

- ☐ is medically qualified to wear a full-face air purifying respirator and/or a self-contained breathing apparatus.
- ☐ medically qualified to wear only a full-face air purifying respirator.
- ☐ is **not** medically qualified to wear respiratory protective equipment.
- ☐ escape only

III. CERTIFICATION FOR IMPERMEABLE FULL BODY SUIT USE

- ☐ is medically qualified to wear impermeable full body suits.
- ☐ is **not** medically qualified to wear impermeable full body suits.

IV. CERTIFICATION IS DEFERRED:

- ☐ The examination indicated that additional information is necessary. The employee has been given the following instructions:

INSTRUCTIONS:

This medical facility will provide the DTSC employee with a copy of this certification and the physician's written summary including recommendations, and a copy of all medical tests and the results.

Signature of Examining Physician: _____ Date: _____

Printed Physician's Name: _____



Yana Garcia
Secretary for
Environmental Protection



Department of Toxic Substances Control

Katherine M. Butler, MPH, Director
1001 "I" Street
P.O. Box 806
Sacramento, California 95812-0806



Gavin Newsom
Governor

Employee Participation Notice & Consent Form

1. As an employee of the Department of Toxic Substances Control (DTSC), you are hereby advised that the biomedical monitoring program provided to you is not a substitute for general medical checkups or other periodic examinations designed to promote general health. Your employer provides the occupational biomedical monitoring program required by the California Code of Regulations (CCR) to screen for evidence of adverse effects or occupational exposures to harmful chemical or physical agents. It is also designed to ensure that employees are fit for work while wearing required personal protective equipment such as chemical protective clothing and respirators.
2. The biomedical monitoring examination is required to determine your physical suitability for participation in DTSC field activities. This occupational health program examination does not provide significant screening for many of the common non-occupational chronic disorders or acute non-work related injuries.
3. If you are diagnosed by the State's medical contractor as having a non-work related medical condition, you will be notified in writing of the condition(s). If the condition(s) preclude you from performing your tasks in a safe and competent manner, you will be requested to seek appropriate care for such conditions from your private medical officer (PMO). You will be responsible for payment of cost incurred for this procedure. If you are unable to be certified, the State shall reasonably accommodate your medical condition. PMO certification will be subject to review by the State's medical contractor for quality assurance.
4. Biomedical monitoring information concerning your health will be kept confidential. NOTE: All information associated with the biomedical monitoring program to be utilized for teaching, statistical research or epidemiological purposes will have all identifying data removed and made unrecognizable as to individual identity.
5. A copy of biomedical monitoring results will be in the custody of the examining physician. The original copy of these records will be maintained at DTSC's Health and Safety Program (HSP) for at least 30 years. These records will be securely maintained with access limited to the Chief of DTSC, their authorized assistants or those agents you authorize under Title 8 CCR, General Industry Safety Order, Section 3204.
6. Employees may request copies of their biomedical monitoring records in a letter

directed to DTSC's Health and Safety Program.

Department for Toxic Substances Control
Health and Safety Program
c/o Jessamy Herrera
Chatsworth Office 9211
Oakdale Avenue
Chatsworth, CA 91311

Certification and Consent

I have received a copy of this Employee Participation Notice and Consent Form and may receive additional copies of this statement upon request. I understand that a copy of this statement will be placed in my health and safety records for acknowledgement of this notice and my consent to participate in the biomedical monitoring program.

Signature

Date

Employee's Printed Name and Employee Number

Supervisor's Printed Name

Supervisor's Email Address



Yana Garcia
Secretary for
Environmental Protection

Department of Toxic Substances Control

Katherine M. Butler, MPH
Director
1001 "I" Street
P.O. Box 806
Sacramento, California 95812-0806



Gavin Newsom
Governor

Authorization Letter for Release of Employee Medical Record

I, _____
(full name of employee and employee number)

have chosen to participate in a biomedical monitoring program and hereby authorize:

(name of person or organization holding the medical records)

to release to: Ryan Kinsella, MS, REHS, CIH, Senior Industrial Hygienist
Department of Toxic Substances Control
Health and Safety ProgramC/O Jessamy Herrera
9211 Oakdale Avenue
Chatsworth, CA 91311

the following medical information from my work related medical exams:

- summary report of employee's suitability for continued work activities;
- certification of physical ability and respirator use;
- reports of all baseline and periodic medical tests provided as part of required medical examinations to participate in hazardous waste management field investigations;
- any additional procedures or tests conducted to determine employee's health status or work related disease conditions;
- opinions regarding possible work related health conditions (i.e., audiometry/hearing loss, drug medication use, alcohol intake) which may impair normal work activities or abilities; and
- occupational health history.

Notice to Employee

The following information is provided to you concerning the biomedical records in accordance with Information Practices Act of 1977 and California Civil Code Section 1798 et seq.

1. Information gathering

Agency Name: State of California – Environmental Protection Agency
Department of Toxic Substances Control

2. Requests for copies of the biomedical monitoring records should be addressed to:

Department of Toxic Substances Control
Health and Safety Program
c/o Jessamy Herrera Chatsworth Office 9211 Oakdale Avenue
Chatsworth, CA 91311

3. The authority for collecting this medical record is:

Labor code Section 142.3; California General Industry Safety Order Section 5144(h) medical limitations of respiratory use.

4. Consequences of Non-Participation

Please note: Failure to authorize release of biomedical monitoring record information in order to participate in this biomedical monitoring program may result in excessive risks to your health due to lack of appropriate precautions. Nevertheless, all appropriate administrative procedures would be taken to prevent excessive health risks. In any event, you may choose to be seen and examined by the physician of your choice who is board certified in occupational medicine. In this instance, the State will NOT pay for your examination.

5. Access Rights

Under Title 8 CCR, General Industry Safety Order, Section 3204, you and your designated representative, as well as a representative of the Chief of the Division of Occupational Safety and Health, have the right to access these records upon written request.

ACKNOWLEDGMENT

I have read and authorized the foregoing notice to employee and specifically authorize the release of the listed biomedical monitoring information to my employer at the address shown for my participation in a biomedical monitoring program.

Printed Name

Title

Signature

Date



Yana Garcia
Secretary for
Environmental Protection

Department of Toxic Substances Control

Katherine M. Butler, MPH
Director
1001 "I" Street
P.O. Box 806
Sacramento, California 95812-0806



Gavin Newsom
Governor

DTSC Staff Member Declination/Refusal

Employee Name: _____ Employee Number: _____

INFORMATION: If you refuse a required element of the biomedical monitoring examination (except for item 22, the Hepatitis B Vaccine), you will not be issued a Work Status Report to perform field work with DTSC. You will not be field certified.

I, _____ (name of employee) refuse the following required medical tests during my field certification exam for DTSC, my employer. Please initial each test refused.

Number	Name	Initial
1 -12	Complete Physical Examination	
13	Hearing (Audiometry)	
14	Visual Screening	
15	Complete Blood Count	
16	Complete Urinalysis	
17	Blood Chemistry	
18	Blood Lead	
19	Zinc Protoporphyrin	
20	Spirometry	
21	Chest X-ray, 14" x17". This is required for all baselineand exit examinations. If a DTSC staff member works in oraround asbestos, then the x-ray will be done every three years.	
22	Cardiology Resting EKG	
23	Hepatitis B Vaccine (Sign if decline immunization or completed previously. Field certification is not dependent onthe vaccination.)	

Signature of Staff Member: _____ Date: _____

Signature of Examining Physician: _____ Date: _____

Printed Physician's Name: _____

Hepatitis B Vaccine Declination/Completion/Acceptance

All baseline examinations are pre-authorized to receive the hepatitis B vaccination series. If you choose to participate in the vaccination program, the medical clinic will need the information when you schedule your appointment. The Hepatitis B vaccination series is a one-time series consisting of two or three vaccinations – initial visit. Please complete one of the following sections:

1. COMPLETED VACCINATION

If you completed the hepatitis B vaccination series, please provide the date of completion and sign.

Completion date _____ Signature _____

2. ACCEPTING VACCINATION SERIES

If you choose to participate in the hepatitis B vaccination series, please sign.

Signature _____

3. DECLINATION

In accordance with the requirements of the Cal-OSHA Bloodborne Pathogen Standard, DTSC must assure that employees who decline to accept hepatitis B vaccination offered by the employer sign the following statement as required by 8 CCR 5193(f)(2)(D).

I understand that due to my occupational exposure to blood or OPIM I may be at risk of acquiring hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with hepatitis B vaccine, at no charge to myself. However, I decline hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring hepatitis B, a serious disease. If in the future I continue to have occupational exposure to blood or OPIM and I want to be vaccinated with hepatitis B vaccine, I can receive the vaccination series at no charge to me.

Employee Name (Printed): _____

Employee Signature: _____

Employee Number: _____

Date: _____

ATTACHMENTS

Attachment 1: REQUIRED DOCUMENT CHECKLIST

Complete this checklist to confirm the items in your bid. Place a check mark next to each item being submitted to the State.

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

<u>Attachment</u>	<u>Name/Description</u>
_____ Attachment 1	Required Document Checklist
_____ Attachment 2	Bid/Bidder Certification Sheet (Requires original signature)
_____ Attachment 3	Bidder Cost Sheet
_____ Attachment 4	Bidder References Form
_____ Attachment 5	Darfur Contracting Act Certification
_____ Attachment 6	Bidder Declaration – GSPD-05-105
_____ Attachment 7	Contractor Certification Clauses 04/2017
_____ Attachment 8	Payee Data Record STD 204 and *STD 205
_____ Attachment 9	California Civil Rights Laws Certification
_____ Attachment 10	Qualification Questionnaire

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

_____ Attachment 11	*Small Business Preference (Attachment included in this IFB)
_____ Attachment 12	California Disabled Veteran Business Enterprise (DVBE) Bid Incentive Instructions (Revision Date 1-2022)
_____ Attachment 13	Disabled Veterans Business Enterprise Declarations
_____ Attachment 14	Target Area Contract Preference Act (TACPA)
_____ Attachment 15	*Commercially Useful Function Evaluation Form (Must be included when Small Businesses, Micro-Business, and Disabled Veteran Business Enterprises will be performing any services under the agreement. These should also be identified in the Bidder Declaration.)

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

Attachment 2: BID/BIDDER CERTIFICATION SHEET

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

- A. Our all-inclusive bid is submitted as detailed in Attachment 3, Cost Sheet.
- B. All required attachments are included with this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

An Unsigned Bid/Bidder Certification Sheet May Be Cause for Rejection

1. Company Name	2. Telephone Number ()	2a. Fax Number ()						
3. Address								
Indicate your organization type:								
4. ☐ Sole Proprietorship	5. ☐ Partnership	6. ☐ Corporation						
Indicate the applicable employee and/or corporation number:								
7. Federal Employee ID No. (FEIN)	8. California Corporation No.							
9. Indicate applicable license and/or certification information:								
10. Bidder's Name (Print)	11. Title							
12. Signature	13. Date							
14. Are you certified with the Department of General Services, Office of Small Business & Disabled Veteran Enterprise Services (OSDS) as:								
<table border="0"> <tr> <td>a. California Small Business</td> <td>b. Disabled Veteran Business Enterprise</td> </tr> <tr> <td>Yes No</td> <td>Yes No</td> </tr> <tr> <td>If yes, enter certification number:</td> <td>If yes, enter your service code below:</td> </tr> </table>			a. California Small Business	b. Disabled Veteran Business Enterprise	Yes No	Yes No	If yes, enter certification number:	If yes, enter your service code below:
a. California Small Business	b. Disabled Veteran Business Enterprise							
Yes No	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".								

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

Attachment 3: BIDDER COST SHEET

BIDDER WILL UTILIZE ATTACHMENT 3 – COST SHEET (EXCEL FILE)

Attachment 4: BIDDER REFERENCES FORM

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

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

REFERENCE 1

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Value or Cost of Service

Brief Description of Service Provided

REFERENCE 2

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Value or Cost of Service

Brief Description of Service Provided

REFERENCE 3

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Value or Cost of Service

Brief Description of Service Provided

Attachment 5: DAFUR CONTRACTING ACT CERTIFICATION

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

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

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

OR

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

OR

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

CERTIFICATION For # 3.

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

<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.

Attachment 6: BIDDER DECLARATION GSPD-05-105

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

Attachment 7: CONTRACTOR CERTIFICATION CLAUSES 04/2017

The Contractor Certification Clauses can be found at the following DGS website. View item labelled "CCC 04/2017".

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

Attachment 8: PAYEE DATA RECORD – STD. 204 and STD. 205

STD 204: <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

*Only use Payee Data Record Supplement (STD 205) to provide a remittance address if different from the mailing address for information returns, or to make subsequent changes to the remittance address

STD 205: <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std205.pdf>

Attachment 9: CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Forms/CALIFORNIA-CIVIL-RIGHTS-LAWS-ATTACHMENT.pdf>

Attachment 10: QUALIFICATION QUESTIONNAIRE

Please check the correct answer for each question:

1.	Has your firm ever had a contract terminated for default or cancelled for failure to perform? If yes, explain.	Yes ☐	No ☐
2.	At any time in the last 5 years has the firm, or any of its owners or officers, been convicted of a crime involving the bidding, award, or performance of a public contract? If yes, explain.	Yes ☐	No ☐
3.	Has your firm or any of its owners, officers or partners ever been found liable in a civil suit, assessed penalties in an administrative proceeding, or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity? If yes, explain.	Yes ☐	No ☐
4.	Has Cal/OSHA or Fed/OSHA cited and assessed penalties against your firm for any "serious," "willful," or "repeat" violations of its safety or health regulations in the past five years? If yes, explain.	Yes ☐	No ☐

This space is provided for any of the above answers that require explanation. You may also write your answer(s) on a separate piece of paper and attach it to this questionnaire.

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% bidding preference on applicable state solicitations. The preference is only used for computation purposes to determine the winning bidder, the Contract is awarded at the actual bid amount.

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

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

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

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

CONTRACTORS, PLEASE CHECK THE APPROPRIATE LINE:

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

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

Company Name

Printed Name

Signature

Title

**Attachment 12: CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) 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.

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.

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. The 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. 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. {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}

The 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

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 \(https://www.dgs.ca.gov/-/media/Divisions/PD/OSDS/Certification/CUF/Referral-Organizations.pdf?la=en&hash=83C2593E5D854FB850909D64CEE110C00BE264BE\)](https://www.dgs.ca.gov/-/media/Divisions/PD/OSDS/Certification/CUF/Referral-Organizations.pdf?la=en&hash=83C2593E5D854FB850909D64CEE110C00BE264BE)

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.

Attachment 13: DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

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

Attachment 14: TARGET AREA CONTRACT PREFERENCE ACT (TACPA)

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

Attachment 15: 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.

COMMERCIALLY USEFUL FUNCTION (CUF) CERTIFICATION			
The proposer must complete this form and include it in their proposal package, if applicable. One (1) certification is to be completed for the Proposer and one (1) certification is to be completed for each subcontractor proposed by Proposer, as applicable.			
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 be deemed non-responsive. At the state's option prior to award, Proposers may be required to submit additional written clarifying information.