

Department of Conservation

**RFQ [2023-013] – Southern District Multi-Well Plug and Abandonment, Facilities  
Decommissioning, Restoration and Related Services**



California  
**Department of  
Conservation**

# **Request for Qualifications for Southern District Multi-Well Plug and Abandonment, Facilities Decommissioning, Restoration and Related Services**

**RFQ No.: [2023-013]**

**October 27, 2023**

Department of Conservation

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**INTRODUCTION**

The [Department of Conservation](#) (DOC) administers a variety of programs vital to California's public safety, environment and economy. The services DOC provides are designed to balance today's needs with tomorrow's obligations by fostering the wise use and conservation of energy, land, and mineral resources. Five divisions comprise the DOC: Land Resource Conservation; Mine Reclamation; California Geological Survey; Geologic Energy Management; and the State Mining & Geology Board.

This Request for Qualifications (RFQ) involves work to be performed under the oversight of the California Geologic Energy Management Division (CalGEM). CalGEM prioritizes protecting public health, safety, and the environment in its oversight of the oil, natural gas, and geothermal industries, while working to help California achieve its climate change and clean energy goals. To do that, CalGEM uses science and sound engineering practices to regulate the drilling, operation, and permanent closure of energy resource wells.

CalGEM has statutory authority to plug and abandon, or otherwise remediate, idle-deserted wells and production facilities, and to develop a procurement process to group multiple projects involving the performance of such work. (Pub. Resources Code, §§ 3125.2, 3224, 3226, 3237, 3250 et seq.) Additional authority for the DOC to enter into architectural, engineering, and environmental services contracts includes but is not limited to Government Code sections 4525, et seq.

The DOC hereby announces its intention to enter into an "Agreement" or "Contract" (considered one and the same) with two Contractors, a primary Contractor and a secondary Contractor, to provide professional engineering, environmental, and other services related to the plugging and abandonment of the orphan, idle-deserted, hazardous, or potentially hazardous wells and facilities in the Southern District. The scope of work will include a full suite of services, including, project management, site investigation and monitoring, well plugging and abandonment, facilities decommissioning, and site restoration. The DOC intends for the Agreement entered as a result of this solicitation to have a term of three years from the date of execution, although the DOC may, at its discretion, extend the length of the Agreement by amendment. All references in this RFQ to "Agreement" or "Contract" are intended to include the plural form referring to Agreements with both a primary and a secondary Contractor.

During the term of the Agreement, the required services will be obtained through Task Orders that detail the specific tasks, budgets, and other specifications on a project and site-specific basis. **As of the release date of this RFQ, CalGEM has identified approximately 34 wells/facilities to be addressed as a first phase under the Agreement ("Phase 1 Wells").** CalGEM may add additional wells/facilities to the scope of work under the Agreement through future Task Orders subject to available funding and contract performance.

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No warranty is made, written or implied, as to the total value of, or work to be conducted under, the Agreement.

As further detailed in Section 3, **proposals must be received by the DOC by November 30, 2023**, to be considered.

**1. Purpose and Overview of RFQ**

The following list provides a general overview of information related to the subject of this Request for Qualifications (RFQ).

- a. The DOC is issuing this RFQ to receive Statements of Qualifications (SOQs) from qualified firms (Offerors) for oil well plug and abandonment, and various related services including project management, site investigation and monitoring, facilities decommissioning, and site restoration. The purpose of this RFQ is to award an Agreement (or a primary Agreement and a secondary Agreement) for the delivery of these services within CalGEM's Southern District.
- b. This procurement consists of evaluating SOQs and Interviews in response to this RFQ with the intent to award an Agreement to a successful, responsive, qualified Offeror whose qualifications conform to the requirements of this RFQ and is considered the most qualified by the DOC. The Offeror the DOC considers most qualified shall be the Offeror ranked "1" (top-ranked Offeror) pursuant to the evaluation process set forth herein (see Section 6 of this RFQ).
- c. Performance of the Agreement may require the Contractor to work with other government agencies, including but not limited to, the State Water Resources Control Board and Regional Water Quality Control Boards, California Air Resources Board, the Department of Toxic Substances Control, the California Department of Fish and Wildlife, the United States Department of the Interior, the relevant Air Quality Management District/Air Pollution Control Districts, and relevant local agencies.
- d. The term of the Agreement(s) resulting from this RFQ will not exceed three (3) years. No Work may begin prior to the execution by both parties of a Task Order and the DOC's issuance of a Notice to Proceed (NTP).
- e. Executing an Agreement is not a guarantee of Work; the actual amount of Work requested by the DOC under the Agreement resulting from this RFQ may be less.
- f. Any services to be provided by the successful Offeror shall only be performed pursuant to a Task Order that provides a detailed description of the services to be performed, specific conditions as applicable, the time for the Work to be performed, the not to exceed amount to be charged for the Task Order, and estimated costs.



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- g. The services described herein are not exclusive, and the DOC reserves the right to enter into other agreements covering the same or similar services, or to perform the same or similar services itself or through its agents.
- h. The DOC requires its contractors to provide services that meet or exceed the applicable standards of professional standard(s) of care and produce deliverables of the highest quality within a constrained schedule to meet program commitments. It is acknowledged by the Offeror that time is of the essence in the performance of each assigned task. The services, and any defined deliverables, shall be completed and delivered to the DOC, or its agent, in a prompt and timely manner so as to permit the effective review and deployment of the deliverable to the DOC during and throughout the performance of any Agreement resulting from this procurement.
- i. The DOC is using the procedures set forth in Government Code section 4525 et seq. and implementing regulations to select Contractors as described herein. The evaluation/selection will be based on the factors/criteria contained in Attachments A through C.
- j. Limited negotiations will be held with the top-ranked Offeror. If negotiations with the top-ranked Offeror are successful, the DOC will enter into an Agreement making the top-ranked Offeror the primary Contractor for the Work.
- k. Once a primary Contractor is under contract, the DOC may conduct the same limited negotiations with the second-ranked Offeror with the intent to enter into an Agreement making the second-ranked Offeror the secondary Contractor that may be requested to perform Work on an as-needed basis when the primary Contractor declines work due to unavailability or lack of resources.
- l. This RFQ will be available in electronic format on the [California Contracts Register website](#).
- m. All questions regarding this RFQ must be submitted in writing to the email address of the DOC's Designated Point of Contact in Section 3 of this RFQ by the date and time listed in Section 3. All such questions should use the subject line: RFQ 2023-013 – Southern District Multi-Well Plug and Abandonment, Facilities Decommissioning, Restoration and Related Services. Responses to questions submitted will be posted on the California State Contracts Register for the benefit of all Offerors. Offerors bear sole responsibility for checking the State Contracts Register for questions and answers.
- n. The Agreement being solicited will be subject to the public works requirements under Chapter 1, Part 7, Division 2 of the Labor Code.

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**1.1. Background for the RFQ**

The Contractor will perform professional engineering, environmental, and other services, including but not limited to project management, site investigation and monitoring, well plugging and abandonment, facilities decommissioning, and site restoration. All references herein to site restoration should be interpreted to include lease restoration.

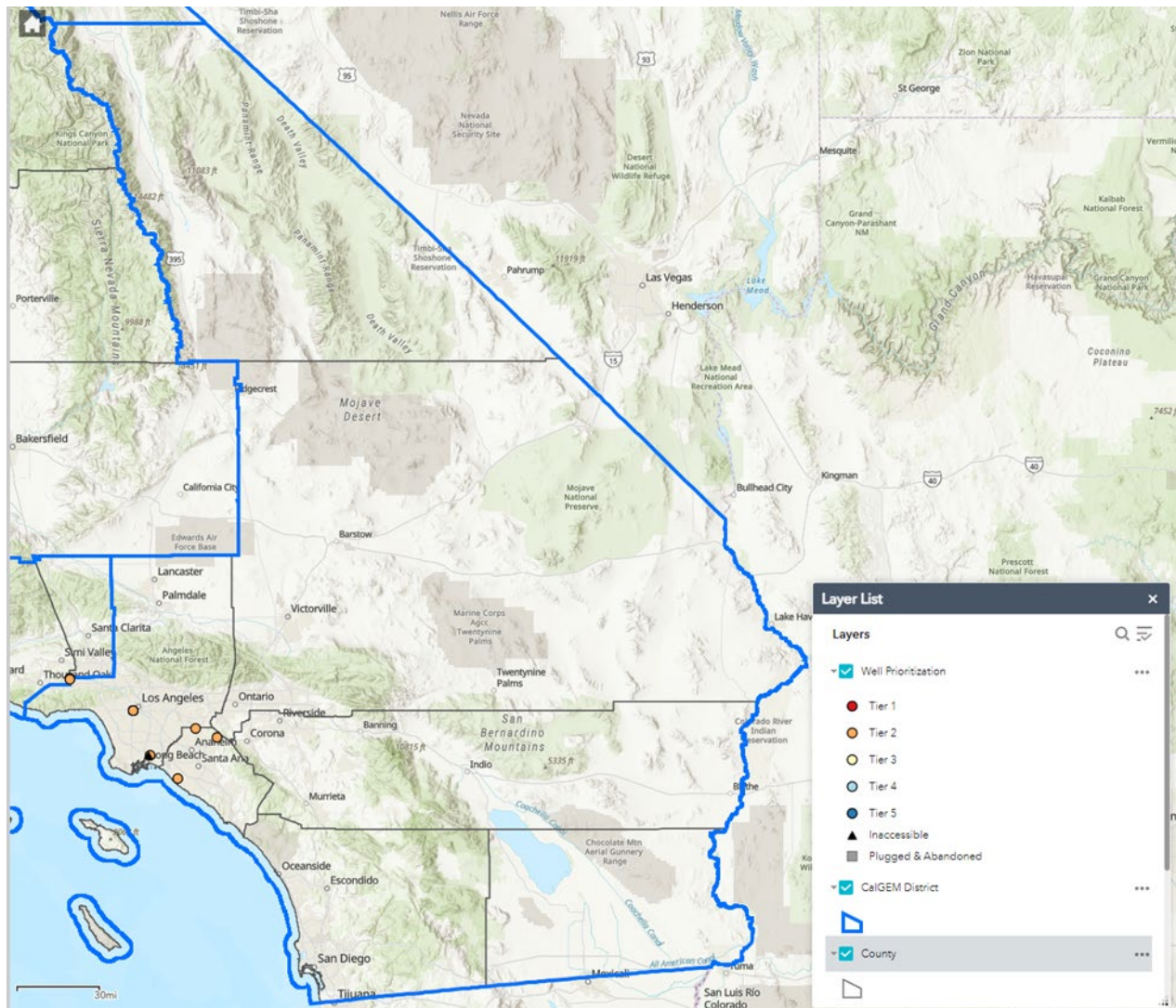
The DOC intends to award an Agreement (or a primary Agreement and a secondary Agreement) of fixed duration (subject to the DOC's discretion to extend by amendment) to achieve well plugging and abandonment and related services for the approximately 34 Phase 1 Wells and Attendant Facilities, plus any future wells/facilities CalGEM may identify and which will become the subject of future Task Orders. The Phase 1 Wells are located in the counties of Los Angeles and Orange. Offerors should refer to Exhibit A (Scope of Work), Attachment 4, for details on the Work, including additional information about the Phase 1 Wells. The Sample Agreement attached to this RFQ does not include or represent a Task Order for any wells.

Figure 1 below shows a map of the Southern District with Phase 1 site locations. These well site locations are provided via CalGEM's Orphan Well Screening Prioritization website at

<https://cadoc.maps.arcgis.com/apps/webappviewer/index.html?id=c4c05b41998d4751824e1417d28835df>.

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**Figure 1. Southern District with Phase 1 Well Locations.**



## 1.2. Reference Materials

The following Reference Materials are provided for the purpose of making information available that is in the DOC's possession and may be of value to Offerors. Documents are not contractual unless specific requirements are included in the language of the Agreement.

RM.1 [CalGEM Expenditure Plan:](#)

RM.2 [CalGEM's WellSTAR website for downloading of well related data:](#)

RM.3 [CalGEM's Final Well Prioritization Methodology:](#)

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RM.4 [CalGEM's Final Orphan Well Screening Results – GIS Mapping Application](#):

RM.5 [CalGEM's Likely Orphan and Deserted Well Inventory and Final Screening Scores](#) – February 2023 (PDF):

## 2. Definitions

Whenever used in this RFQ, the following terms have the acronyms and definitions indicated below:

### Acronyms

<b>CalGEM</b>	The California Geologic Energy Management Division
<b>CEQA</b>	The California Environmental Quality Act of 1970
<b>CUF</b>	Commercially Useful Function
<b>DBE</b>	Disadvantaged Business Enterprise
<b>DGS</b>	The California Department of General Services
<b>DIR</b>	The California Department of Industrial Relations
<b>DOC</b>	The California Department of Conservation
<b>DVBE</b>	Disabled Veteran Business Enterprise
<b>MB</b>	Microbusiness
<b>NTP</b>	Notice to Proceed
<b>RFQ</b>	Request for Qualifications
<b>SB</b>	Small Business
<b>SB-PW</b>	Small Business for the Purpose of Public Works
<b>SOQ</b>	Statement of Qualifications

**Agreement:** The contract (or contracts) between the DOC and the successful Offeror(s) executed as a result of this procurement. This may include a primary contract and a secondary contract.

**Business Day:** Monday through Friday, except federal or State holidays, between the hours of 8:00 a.m. and 5:00 p.m., Pacific Time. Lists of federal and State holidays can be found at the [U.S. Office of Personnel Management](#) and [California Department of Human Resources](#) websites, respectively.

**California Geologic Energy Management Division:** The California Geologic Energy Management Division of the DOC, which may include the DOC or CalGEM's authorized representatives.

**Commercially Useful Function:** The DOC will uniformly apply best practices in collective consideration of Commercially Useful Function (CUF) standards set forth

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by 49 C.F.R. Part 26.55 (c)-(d), Government Code section 14837, California Code of Regulations section 1896.4(h), and Military and Veteran Code section 999(b)(5). An SB, Small Business for the Purpose of Public Works (SB-PW), DBE, DVBE, or Microbusiness (MB) is deemed to perform a CUF if the business meets the following CUF standards:

- a. Performs a CUF when a SB/MB/SB-PW/DBE/DVBE is responsible for the execution of a distinct element of work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.
- b. Performs work that is normal for its business services and functions.
- c. Is responsible, with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing and paying for the material itself.

A firm does not perform a CUF if the business:

- a. Is a SB/MB/SB-PW/DBE/DVBE that 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 participation.
- b. Is a DBE that does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own workforce, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved.

**Contractor:** The successful Offeror that executes the Agreement with the DOC as a result of this RFQ. This may include a primary contractor and a secondary contractor.

**Day or day:** Calendar Day, unless otherwise noted.

**Disabled Veteran Business Enterprise:** A for-profit business concern that meets the certification requirements set forth in California Military and Veterans Code section 999(b)(7), including, but not limited to, at least 51 percent ownership by a veteran of the United States Military who has at least a 10 percent service-connected disability. To be counted towards meeting the participation goals of the Agreement, a Disabled Veteran Business Enterprise must: (1) Be certified by DGS' Office of Small Business and Disabled Veteran Business Enterprise Services, and (2) Perform a CUF, as defined herein, in providing services or goods that contribute to the fulfillment of the contract requirements for this procurement.

**Disadvantaged Business Enterprise:** A for-profit business concern that meets the requirements of Title 49, Part 26.61 through 26.73 inclusive of the Code of Federal Regulations, including, but not limited to, at least 51 percent owned by individuals who are both socially and economically disadvantaged. To be counted towards

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meeting the participation goals of the Agreement, a Disadvantaged Business Enterprise must be certified by the California Unified Certification Program.

**DOC's Designated Point of Contact:** The representative of the DOC identified in Section 3.

**Department of Conservation:** The California Department of Conservation, which may include the DOC's authorized representatives, as well as its Divisions, including CalGEM.

**Facilities:** Production facilities, which are any equipment attendant to oil and gas production or injection operations including, but not limited to, tanks, flowlines, headers, gathering lines, wellheads, heater treaters, pumps, valves, compressors, injection equipment, production safety systems, separators, manifolds, and pipelines that are not under the jurisdiction of the State Fire Marshal pursuant to section 51010 of the Government Code, excluding fire suppression equipment.

**Interviews:** Interviews conducted with Offerors in accordance with Section 6 and Attachment C of this RFQ.

**Key Personnel:** Those individuals identified in the Offeror's SOQ to fill the roles specified in Section 5.4.2.1.

**Microbusiness:** A for-profit small business concern that meets the certification requirements set forth in California Government Code section 14837(d) and California Code of Regulations, title 2 sections 1896.4 (Definitions) and 1896.12 (Eligibility), including but not limited to, its principal office is located in California, its owners reside in California, it is not dominant in its field, and it has an average gross revenue of \$5 million or less over the previous three tax years. To be counted towards meeting the participation goals of the Agreement, a Microbusiness must be certified by DGS.

**Offeror:** A Person that submits a Statement of Qualifications in response to this Request for Qualifications.

**Offeror Team:** Collectively, the Offeror and its members and Subconsultants.

**Person:** Any individual or entity, including corporation, limited liability company, sole proprietorship, joint venture, partnership, voluntary association, trust, unincorporated organization, or governmental agency including the DOC.

**Phase 1 Wells:** The wells and facilities that CalGEM has identified, as of the release of this RFQ, that will be the first batch of wells in the Southern District to be addressed under the Agreement.

**Project:** The Southern District Multi-Well Plug & Abandonment, Facilities Decommissioning, Restoration and Related Services Project.

**Public Records Act:** The California Public Records Act, Government Code section 7920.000, et seq.

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**Skilled and Trained Workforce:** For purposes of this RFQ and the resulting Agreement, Skilled and Trained Workforce shall be that as defined in Public Contract Code section 2601, subdivision (d), and used and applied consistent with Chapter 2.9 of Part 1 of Division 2 of the Public Contract Code (sections 2600-2603) and Article 2.3 of Chapter 1 of Division 2 of the Public Resources Code.

**Small Business:** A for-profit business concern that meets the certification requirements set forth in the California Small Business Procurement and Contract Act in California Government Code section 14837(d) and Title 2 California Code of Regulations sections 1896.4 (Definitions) and 1896.12 (Eligibility), including, but not limited to, that its principal office is located in California, its owners reside in California, it is not dominant in its field, and it has average gross annual revenue of \$15 million or less over the previous three tax years. To be counted towards meeting the participation goals of the Agreement, a SB must be certified by DGS.

**Small Business for the Purpose of Public Works (SB-PW):** A for-profit small business that is independently owned and operated, with its principal office located in California, and with owners, officers, members/managers, partners living in California, has an average of \$37 million or less in gross annual receipts over the previous three (3) tax years, is not dominant in its field of operations and has 200 or fewer employees. This certification is issued by the California Department of General Services.

**State:** The State of California.

**Subcontractor:**

- a. Prior to award of the Agreement resulting from this RFQ, any Person with whom the Offeror proposes to enter into a subcontract/subagreement for any part of the Work, at any tier; or
- b. After award of the Agreement resulting from this RFQ, any Person with whom the Contractor has entered into a subcontract/subagreement for any part of the Work, at all tiers.

**Task Order:** All Work under this Agreement shall be performed by written, executed Task Orders (i.e., Task Orders signed by both Parties). Task Orders provide specifics and details of the Work described in this Exhibit A and a cost and rate sheet. Task Order may also include site-specific conditions and mitigation measures.

**Well or Wells:** Any oil or gas well or well for the discovery of oil or gas, or any well on lands producing or reasonably presumed to contain oil or gas or any well drilled for the purpose of injecting fluids or gas for stimulating oil or gas recovery, repressuring or pressure maintenance of oil or gas reservoirs, or disposing of oil or gas field waste fluids or any well drilled within or adjacent to an oil or gas pool for the purpose of obtaining water to be used in production stimulation or repressuring operations.

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**Work:** All of the tasks required under the Agreement resulting from this RFQ, in the proposed form found in Attachment D, including Exhibit A (Scope of Work)



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**INSTRUCTIONS TO OFFERORS**

**3. Procurement Schedule and Process**

Table 1: Key Action Dates and Times

<b>KEY ACTION DATE AND TIMES DESCRIPTION</b>	<b>KEY ACTION DATES AND TIMES</b>
RFQ Release Date:	October 27, 2023, at 11:00 AM
Written Question(s) Due By:	November 14, 2023, at 11:00 AM
Responses to Questions Posted By:	November 21, 2023, at 11:00 AM
<b>SOQs Due By</b>	<b>November 30, 2023, at 5:00 PM</b>
Invitation to Interviews Sent By:	December 15, 2023
Interviews with Offerors held in Sacramento (subject to change)	Between December 15, 2023, and January 8, 2024
Notice of Intent to Award (subject to change)	January 12, 2024
Mandatory Walkthrough (with top-ranked Offerors, invited at the DOC's discretion)	Week of January 22, 2024
Cost Proposal/Rate Sheet due from the top ranked Offeror (subject to change)	February 2, 2024
Negotiation with top-ranked Offeror	Anticipated completion by February 23, 2024
Anticipated Execution of First Task Order and issuance of Notice to Proceed	February/March 2024
Negotiation with second-ranked Offeror for purposes of entering into a secondary Agreement	March 2024

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\*All dates subsequent to the SOQ deadline may be modified at the discretion of the DOC without issuing a formal addendum to this RFQ.

**3.1 DOC's Designated Point of Contact**

The DOC's Designated Point of Contact for communications concerning this RFQ shall be as follows:

Benjamin Brown

California Department of Conservation

715 P Street, MS 1807

Sacramento, CA 95814

Email: [servicecontracts@conservation.ca.gov](mailto:servicecontracts@conservation.ca.gov)

Persons intending to submit SOQs in response to this RFQ shall not contact or discuss any items related to this process with any DOC staff other than the Point of Contact listed above either directly or through intermediaries. Failure to comply with this communication prohibition may result in disqualification. See Section 3.5, Improper Communications and Contacts, for more information.

**3.2 Addenda to RFQ**

The DOC reserves the right to amend the RFQ by addendum before the final date of the SOQ submission. It is the responsibility of the Offeror to check the California State Contract Register for all addenda.

**3.3 Non-Commitment of DOC**

This RFQ does not commit the DOC to award a contract, to pay any costs incurred in the preparation of an SOQ in response to this RFQ, or to procure or contract for services or supplies. The DOC reserves the right to accept or reject any or all SOQs received as a result of this RFQ, to negotiate with any qualified Offeror, or to modify or cancel in part or in its entirety the RFQ if it is in the best interest of the DOC to do so.

**3.4 Property Rights**

SOQs received within the prescribed deadline become the property of the DOC and all rights to the contents therein become those of the DOC. All material developed and produced for the DOC under any Agreement resulting from this RFQ shall belong exclusively to the DOC and the State of California. All products used or developed in the execution of any Agreement resulting from this RFQ will be governed in accordance with the Ownership of Data Rights and Patent Rights Sections in Attachment D, Sample Agreement.

**3.5 Improper Communications and Contacts**

For purposes of this section, the definitions of Offeror and Offeror Team shall include potential Offerors and potential Offeror Teams as this section specifically

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applies to all interested parties from the date of issuance of the RFQ. The following rules of contact shall apply during this procurement that began upon the date of issuance of this RFQ and will be completed with either the execution of the Agreement resulting from this procurement, or the cancellation of the procurement. These rules are designed to promote a fair and unbiased procurement process. Contact includes, but is not limited to, face-to-face, telephone, web-based meeting platforms (including viewing/sharing information on screen), text message/SMS, facsimile, email, electronic messaging of any kind or formal written communication. Contact and communications include direct contact or direct communication and those made through an intermediary.

The specific rules of contact are as follows:

- a. After submittal of SOQs, no Offeror, or any of its team members, may communicate with another Offeror or its team members with regard to the RFQ or any other team's SOQ with the exception of Subcontractors that are shared between two or more Offeror Teams. In such cases, those Subcontractors may communicate with their respective team members so long as those Offerors establish a protocol to ensure that the Subcontractor will not act as a conduit of information between the teams. Contact among Offeror organizations is allowed during DOC sponsored informational meetings. Protocols established to ensure that Subcontractors do not act as conduits of information between teams are subject to DOC review and approval, at the DOC's discretion.
- b. Offerors shall correspond with the DDOC regarding the RFQ only through the DOC's Designated Point of Contact.
- c. Except for communications expressly permitted by this RFQ, or approved in advance by the DOC's Chief Counsel in her or his sole discretion, no Offeror or representative thereof shall have any ex parte communications or contact regarding the RFQ or the procurement described herein with any member of the DOC. This includes any of the DOC's advisors, contractors, or consultants (and their respective affiliates) that are involved with the procurement.
- d. The foregoing restrictions shall not, however, preclude or restrict communications about matters unrelated to the RFQ, or the procurement, or from participating in public meetings with the DOC or any DOC workshop related to this RFQ.
- e. Any communication determined to be improper, at the sole discretion of the DOC, may result in disqualification.
- f. The DOC will not be responsible for any oral exchange or any other information or exchange that occurs outside of the official RFQ process.

### **3.6 Confidentiality**

All written correspondence, exhibits, photographs, reports, printed material, tapes, electronic disks, and other graphic and visual aids submitted to the DOC during this procurement process, including as part of a response to this RFQ are, upon receipt by the DOC, the property of the DOC and are subject to the California Public Records Act. None of the aforementioned materials will be returned to the submitting parties. Offerors should familiarize themselves with the Public Records Act. In no event shall the State, the DOC, or any of their agents, representatives, consultants, directors, officers, or employees be liable to an Offeror or Offeror Team member for the disclosure of all or a portion of an SOQ submitted in response to this RFQ, or other information provided in connection with this procurement.

If an Offeror has special concerns about information that it desires to make available to the DOC, but which it believes constitutes a trade secret, proprietary information, or other information exempt from disclosure, such Offeror should specifically and conspicuously designate that information as “TRADE SECRET” or “CONFIDENTIAL” in its SOQ. Blanket, all-inclusive identifications by designation of whole pages or sections as containing proprietary information, trade secrets, or confidential commercial or financial information shall not be permitted and shall be deemed invalid. The specific proprietary information, trade secrets, or confidential commercial and financial information must be clearly identified as such. Under no circumstances, however, will the DOC be responsible or liable to the Offeror or any other party for the disclosure of any such labeled materials, whether the disclosure is deemed required by law, by an order of court, or occurs through inadvertence, mistake, or negligence on the part of the DOC or its officers, employees, contractors, or consultants.

The DOC will not advise a submitting party as to the nature or content of documents entitled to protection from disclosure under the Public Records Act or other applicable laws and implementing regulations, including as to the definition of trade secret. The submitting party shall be solely responsible for all determinations made by it under applicable laws and for clearly and prominently marking each and every page or sheet of materials with “TRADE SECRET” or “CONFIDENTIAL” as it determines to be appropriate. Each submitting party is advised to contact its own legal counsel concerning the Public Records Act and other applicable laws and their application to the submitting party’s own circumstances. In the event of litigation concerning the disclosure of any material submitted by the submitting party, the DOC’s sole involvement will be as a stakeholder retaining the material until otherwise ordered by a court, and the submitting party shall be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk. The submitting party shall reimburse the DOC for any expenses it incurs in connection with any such litigation.

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**3.7 Executive Order N-6-22 – Russia Sanctions**

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

**3.8 Mandatory Walkthrough**

Following the evaluation of SOQs, the DOC will ask the top-ranked Offeror, plus any other Offerors (at DOC’s discretion), to attend a representative site visit(s) in the Southern District prior to submitting a cost proposal for the contract.

**4. Submittal of the Statement of Qualifications**

**4.1 Statement of Qualifications Submittal Information**

SOQs submitted in response to this RFQ shall be provided in electronic or hard copy formats as required by Section 5 of this RFQ.

Electronic delivery will be accepted via [Box.com](https://www.box.com) as indicated in Section 5.

Hard copies shall be mailed or hand delivered to:

<p>If hand-delivered by Offeror:</p> <p>California Department of Conservation Attention: Benjamin Brown 715 P Street, MS 1807 Sacramento, CA 95814</p>	<p>If delivered by mail (e.g., courier or third-party mail):</p> <p>California Department of Conservation Attention: Benjamin Brown 715 P Street, MS 1807 Sacramento, CA 95814</p>
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The following information must be placed on the lower left corner of the submittal shipping packages:

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California Department of Conservation

Southern District Multi-Well Plug and Abandonment, Facilities  
Decommissioning, Restoration and Related Services – Statement of  
Qualifications

**Offeror:** \_\_\_\_\_

ONLY TO BE OPENED BY THE DOC'S DESIGNATED POINT OF CONTACT

Due to building access restrictions, Offerors that will hand deliver their SOQs are required to schedule a delivery appointment with the DOC's Designated Point of Contact identified in Section 3 at least 24 hours before their anticipated arrival time. Offerors that will deliver their SOQs by mail (e.g., courier and third-party mail) are requested to notify the DOC's Designated Point of Contact of the expected delivery date.

#### **4.2 Late Submittals**

SOQs received after the specified date and time are considered late and will not be accepted. There are no exceptions. Postmark dates of mailing, email, and facsimile transmissions are not accepted under any circumstances and are not acceptable toward meeting the submission deadline for SOQ delivery. An SOQ is late if received any time after the date and time listed in Table 1. SOQs received after the specified time will not be considered and will be returned unopened to the Offeror. Offerors are responsible for requesting a receipt or delivery confirmation for delivery of their SOQ packages.

#### **4.3 Modification or Withdrawal of SOQs**

Any SOQ received may be withdrawn or modified before the SOQ submittal deadline by written request to the DOC that is signed by the Offeror or an authorized agent. An Offeror may thereafter submit a new SOQ prior to the SOQ deadline. The only method for an Offeror to modify its SOQ is by withdrawing its submission in its entirety prior to the SOQ deadline, by written notification to the DOC. A complete, corrected submission package may be resubmitted prior to the SOQ deadline. Modifications offered in any other manner will not be considered.

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**STATEMENT OF QUALIFICATIONS**

**5. Statement of Qualifications Requirements**

Electronic submissions: Offerors are encouraged to submit their SOQs electronically. The SOQ must be a single PDF and shall be printable, searchable, in a read-only format, and shall not require a password to open or print. The file name shall include the RFQ number and Offeror name as shown in the example below:

DOC 2023-013\_Southern District Multi-Well Plug and Abandonment.pdf

The file shall be submitted via Box.com. Each Offeror must email the DOC's Designated Point of Contact listed in Section 3 of this RFQ at least two Business Days before the anticipated submittal of its SOQ. The email request shall include:

- Offeror's team name;
- Offeror's email address; and
- The RFQ number

After receipt of the Offeror's email request, the DOC's Designated Point of Contact will provide a link to each Offeror to upload its SOQ to a unique cloud folder. SOQs must be received in the specified location no later than the date and time listed in Section 3, Table 1, and addressed in accordance with Section 4.

Hard copy submissions: If Offerors do not submit their SOQs electronically, they can make hard copy submissions. Offerors shall include one original copy in a three-ring binder clearly marked "Original" on its face and contained in a sealed shipping package.

The following summarizes the content and organization of the SOQs. In addition to the information described below, the DOC may require confirmation or clarification of information furnished by an Offeror, require additional information from an Offeror concerning its SOQ, and/or require additional evidence of qualifications to perform the Work described in this RFQ. Omissions, inaccuracies, or misstatements will be sufficient cause for rejection of an SOQ.

**5.1 General Requirements**

The SOQ shall be typed. Forms and Certifications may be completed in ink, though providing typed Forms and Certifications is preferred. All documents contained in the original SOQ package must be manually or digitally signed by a person who is authorized to bind the Offeror or Offeror Team member, as applicable. All additional SOQ packages may contain photocopies of the original package. Emailed or faxed SOQs are not acceptable and will not be considered.

SOQ requirements and guidelines:

- a. Documents should be prepared in single-spaced type, 12-point font, on 8-1/2 x 11 sheets printed double-sided. Smaller font may be used for graphics

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- labels, charts, figures, tables, and footnotes. A page is a single side of an 8-1/2 x 11 sheet. Should the Offeror wish to submit materials that benefit from larger format paper sizes such as charts, drawings, graphs, and schedules, it should do so sparingly. Large format pages will be included in the page limit.
- b. Pages should be numbered to show the page numbers and total number of pages in the response (e.g., Page 1 of 10, Page 2 of 10, etc.). Pages should be numbered at the bottom of the page.
  - c. The SOQ shall be no more than 25 pages in length, exclusive of the following, which are not included in the page count: the table of contents; transmittal letter; resumes as required by Section 5.4.2.1; contact information for references as required by Section 5.4.1.1; blank pages preceding each section as required, and the Forms and Certifications.
  - d. Brochures, extraneous publications, such as published articles, directories, lengthy client lists, and miscellaneous materials not specifically requested will not be evaluated.
  - e. Unless otherwise provided, all names and applicable titles shall be typed or printed below the signatures.
  - f. If submitting as a team, note which entity is the prime Offeror or lead joint venture partner, if applicable.
  - g. All Forms and Certifications included with this RFQ must be signed and included in SOQs. If erasures or other changes appear on the forms, each erasure or change shall be initialed and dated by the person signing the response. SOQs must also include a copy of the Offeror's current engineering license, as well as proof that the Offeror and all listed Subcontractors are registered with the California Department of Industrial Relations.
  - h. The SOQ shall be divided into sections as follows:
    - i. A blank page should precede each section with an index tab extending beyond the side of the page; these blank pages will not be counted within the page count.
    - ii. The index tab should have the appropriate section number typed thereof.
    - iii. At a minimum, the items described in this section under "Contents of the SOQ" shall be addressed.
    - iv. Sections in the SOQ should be presented in the same order as they appear in this RFQ.

**5.2 Transmittal Letter**

The SOQ shall be transmitted with a letter that must identify, be signed by, and include the contact information for an owner, officer, or other duly authorized



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representative authorized to bind the Offeror contractually and shall contain a statement that indicates the SOQ is complete and accurate. The Transmittal Letter shall also provide the following: names, titles, addresses, telephone numbers, and email addresses of individuals authorized to negotiate and contractually bind the Offeror. Neither the Transmittal Letter, nor the attachments to the Transmittal Letter in this section, will be included in the page count. The Offeror shall affirm in the Transmittal Letter that the Minimum Qualifications described in this section are met.

The Transmittal Letter shall include the following:

- a. The Offeror and all Subcontractors that the Offeror intends to use to perform services under the Agreement shall be qualified to do business in the State of California. Offerors shall attach to the Transmittal Letter copies of Certificates of Status issued by the California Secretary of State within thirty (30) days before the SOQ deadline, confirming the Offeror's and any Subcontractor's business registration status where applicable. Offerors that are not required to register with the Secretary of State shall attach a valid and current business license to operate in each city and county in which the Offeror will be providing services.
- b. The Offeror shall identify the Offeror's Contract Manager assigned to manage any Agreement awarded pursuant to this RFQ. The Offeror's Contract Manager may also serve in a Key Personnel position.
- c. The Offeror shall provide resumes for the Key Personnel. Resumes shall be attached to the Transmittal Letter. The Offeror shall clearly indicate which Key Personnel role each identified individual is being put forward to fill.
- d. The Offeror shall provide all necessary information and forms required showing proof of SB participation consistent with Section 5.4.6. All SB/DBE/DVBE forms and certifications provided with the SOQ shall be valid at the time of SOQ submittal. All known Subcontractors shall be identified on Form 3 (Bid/Bidder declaration). The successful Offeror will be permitted to add additional Subcontractors as allowed by the Agreement during the term of the Agreement, but such additional Subcontractors will not count towards the SB/DBE/DVBE participation goal for purposes of SOQ evaluation.
- e. The Offeror shall affirm in the Transmittal Letter that it has or is able to obtain the required insurance specified in the Sample Agreement in Attachment D of this RFQ. Certificates of insurance are due to the DOC from the successful Offeror prior to the execution of any Agreement resulting from this procurement.
- f. The Offeror shall provide references as required in Section 5.4.1.1 including all required information and/or documentation. Contact information for the references should be attached to the Transmittal Letter, and all other

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information related to the references shall be included in the body of the SOQ as required in Section 5.4.1.1.

- g. The Offeror shall attach to the Transmittal Letter all required Forms and Certifications. All Forms and Certifications shall be included in the order in which they are provided in this RFQ.
- h. The Offeror shall affirm in the Transmittal Letter that it or any of its constituent entities, has not been terminated from another contract for default, or has not received a civil judgment or criminal conviction in the past five years.
- i. The Offeror shall attach to the Transmittal Letter a commitment from each identified Subcontractor as required in Section 5.4.2, including any relevant licenses and positions in which the Subcontractor is anticipated to work.

**5.2.1 Minimum Qualifications**

The Offeror must satisfy all of the Minimum Qualifications listed in Attachment A. Failure to satisfy all of the Minimum Qualifications at the time of SOQ submission may result in the immediate rejection of the submission. The minimum qualifications screening process is subject to the DOC's sole discretion and the DOC reserves the right, but is not required, to advance proposals due to the DOC's waiver of the defect or pending subsequent resolution of the defect. The successful Offeror must continue to satisfy all Minimum Qualifications throughout the term of any Agreement resulting from this RFQ.

**5.3 Executive Summary**

The Offeror may include an optional Executive Summary, preferably not exceeding three pages in length, stating key points of its SOQ which the Offeror believes highlights its qualifications to provide the services covered under this RFQ. As such, the Executive Summary may emphasize the Offeror's strengths as fully described in the balance of the SOQ; however, the Offeror should be aware that the Executive Summary will not be separately evaluated (but will be considered as part of the overall SOQ submittal) and will count against the page limitation referenced above.

**5.4 Contents of the SOQ**

Using the following criteria as a minimum, the Offeror shall provide straightforward and concise descriptions of the Offeror's ability to provide the services requested in this RFQ. No cost information should be submitted in the RFQ. The most qualified Offeror will be asked to submit a detailed cost proposal at a later time.

**5.4.1 Past Performance and Experience**

The DOC intends to contract with a team with demonstrable experience successfully providing project management, site evaluation and

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monitoring, well plugging and abandonment, facilities decommissioning, site restoration, and related engineering and environmental services as described in Exhibit A of Attachment D on similar projects. The Offeror shall describe in its SOQ all relevant past experience providing the services required on projects of similar scope and complexity. Offerors should also highlight any experience working with a public agency, as well as any experience and capability working on a public works project. Past experience can be drawn from the Offeror Team, but SOQs should breakdown relevant experience by team member. Illustrative examples of prior projects, experience, and how any challenges (environmental, legal, schedule, other project-specific challenges) were overcome, should be provided if possible.

Additionally, the discussion of past experience should explain how the Offeror team meets the following past experience criteria:

- a. Successful delivery on past projects of similar scope and complexity, including but not limited to a list of wells Offerors have plugged and abandoned in California if they have such experience;
- b. Experience performing the tasks within the Scope of Work provided in Attachment D, Exhibit A;
- c. Demonstration of cost saving methodologies used on past projects; and
- d. Demonstration of successful and repeatable past approaches to delivering high-quality outcomes within schedule constraints.

**5.4.1.1 References**

The Offeror shall provide names, addresses, and telephone numbers for at least three clients for whom the Offeror has performed the relevant services on projects of similar scope and complexity to support the past experience provided in response to Section 5.4.1 of this RFQ. Multiple references may be needed for each demonstrated service category, and Offeror's should identify what type of services were provided for each reference so that the DOC can discuss such past work with the reference. Contact information for the references should be attached to the Transmittal Letter; all other information regarding references and past performance shall be attached to the body of the SOQ and be included in the page count.

As further detail, for each reference project identified, the Offeror shall provide the following information:

- a. The name of the client;

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- b. The title of the project or assignment;
- c. Current contact phone numbers and email addresses for the client;
- d. The scope of the project;
- e. The name of the Offeror Team member that worked on the project;
- f. The start and end dates of the Offeror Team member's work on the project;
- g. A summary statement for each project; and
- h. Examples of innovative approaches that contributed to project quality, safety, and/or cost or schedule savings.

**5.4.2 Organization and Key Personnel**

The DOC intends to contract with an environmental and engineering services team for the ongoing plugging and of wells, facilities decommissioning, and site restoration in CalGEM's Southern District. The team must be appropriately organized and staffed for the Work and have experienced personnel in key roles. Offerors shall describe the composition of the Offeror Team, and how various responsibilities are assigned. Describe how mobilization will be accomplished. Submit an organization chart indicating specific personnel nominations for primary and technical support positions.

The Offeror shall provide a general discussion of the expected Work elements based on the activities described in the Scope of Work in Attachment D, Exhibit A, including how the Offeror plans to achieve the requirements in the Scope of Work. The Offeror should discuss how the Key Personnel's past experience relates and will be applied to achieve the requirements in the Scope of Work.

The Offeror shall identify all known Subcontractors on Form 3 (Bid/Bidder Declaration). For Work which will be accomplished by a Subcontractor(s), the Offeror shall include a letter of commitment from the proposed Subcontractor(s), which shall include: the point of contact for the Subcontractor; the classifications or position titles; State licensing requirements for the job classifications or positions; and names, including any applicable licenses and license numbers, of personnel in each job classification or position that will be made available for this Work as necessary to meet time frame performance requirements. Such letters should be attached to the Transmittal Letter and will not be included in the page count.

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**5.4.2.1 Key Personnel and Roles**

The DOC seeks an environmental and engineering services team that includes personnel with knowledge of applicable standards, regulations, codes, and technology. Pursuant to the requirements in Exhibit D, Section 1 of Attachment D, Sample Agreement, there shall be no change in the Key Personnel without prior written approval by the DOC. Such approval shall not be unreasonably withheld.

The SOQ must include information regarding professional licenses held, if any, by the Offeror's Key Personnel. At all times, Work that requires a professional license must be done by someone holding the requisite license, or under the responsible direction and control of someone who holds the requisite license.

The Offeror shall provide resumes for the Key Personnel positions identified below, including Subcontractors' Key Personnel. Resumes shall be limited to three pages, shall clearly state the Key Personnel role being filled, and should be keyed to the respective positions on the organization chart and presented in such a way as to particularly highlight the experience on projects or assignments of a similar nature. Resumes shall demonstrate that the individuals proposed have the appropriate licenses (as applicable), skills, experience, and qualifications for the relevant roles. Resumes should indicate years of experience specifically performing the job duties of the Key Personnel position for which the individual is nominated. Past experience will only be considered if the job duties can be clearly identified, and those job duties match the job duties of the Key Personnel position for which the individual is being considered.

The resumes must include summary chronologies of employment history including dates and title at each firm. Resumes of additional staff members should not be included and will not be considered. The Offeror should discuss how Key Personnel are qualified for the positions to which they are assigned. Subcontractors' Key Personnel, if any, should be identified in the same manner.

The Offeror should provide a list of individuals who will fill the Key Personnel positions identified below. Positions may be filled by the same individual if such individual meets the qualifications of both positions.

- a. Project Manager: This individual will be responsible for the day-to-day activities of the Contractor team and liaison with the DOC and other agencies as applicable. The individual must have at

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least 10 years of experience within the last 15 years directly overseeing construction or other projects of similar scope and performing project manager duties as their primary job function, including at least 5 years in California. Oversight of projects with other public agencies, and/or experience with prevailing wage and public works requirements is strongly preferred and should be highlighted.

- b. Environmental Manager: Must have a Bachelor of Science or Bachelor of Arts Degree or equivalent in environmental sciences, sociology, urban and regional planning, geography, biology, botany, ecology, wildlife, archeology, architectural history, anthropology, economics, or related field. This individual will be responsible for the overall compliance of environmental requirements, including but not limited to compliance with State and local regulations, environmental mitigation, biological resources monitoring, cultural resources monitoring, air emissions monitoring, site restoration planning, and hazardous waste issues as may be relevant. This individual communicates with the Project Manager who liaisons with the DOC and other applicable agencies. The environmental manager must have at least 10 years of experience within the last 15 years overseeing such matters.
- c. Quality Control Manager: This individual will be responsible for developing, implementing and managing the Contractor's quality control systems designed to meet the DOC's environmental documentation and technical standards for Work produced under this Agreement. The individual must possess at least 10 years of experience within the last 15 years implementing quality assurance and quality control standards for projects of similar scope and scale.
- d. Well Engineering Specialist: Must have a Bachelor of Science Degree in engineering. This individual will supervise all well operations at each well site. This individual communicates with the Project Manager who liaisons with the DOC and other applicable agencies. This individual serves as the technical/operational chief and is expected to gather well site reports submitted to the Project Manager. This individual shall have a minimum of 10 years of plug and abandonment experience with wellsite operations experience, specifically cement plug setting experience. This individual should also have experience with complex well abandonments and fishing operations.

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- e. **Data Specialist:** This individual will be responsible for ensuring that all data needed for the plug and abandonment reporting is collected per well. The Well Engineering Specialist should be able to depend on the Data Specialist for technical matters relating to any equipment troubleshooting and computer troubleshooting in the collection of pre- and post-methane emissions data at well sties, among other data. This individual must be highly familiar with WellSTAR and with the required forms to be submitted in WellSTAR. Additionally, this individual must be familiar with submitting Notices of Intention (NOI) to CalGEM. This individual will coordinate the submittal of data to the DOC through the Project Manager.
- f. **Human Resources / Public Works Specialist:** The Work to be performed is a public work subject to section 1720 of the California Labor Code and the federal Davis-Bacon Act. The Human Resources / Public Works specialist will be responsible for ensuring compliance with applicable labor requirements, including but not limited to worker classification, prevailing wage compliance, payroll reporting, and apprenticeship requirements. The individual will also be responsible for tracking of labor-related metrics. The individual must have demonstrated experience successfully overseeing compliance with relevant labor and prevailing wage requirements on at least one other project.

**5.4.2.2 Additional Expertise**

The Offeror acknowledges that the Work may require a variety of tasks where the following specialized expertise, among other specialized expertise, would be required. Resumes and identification of specific individuals for such specialized Work is not required as part of the SOQ. As Task Orders are issued by the DOC, the selected Contractor will be required to submit resumes for such individuals, which will be subject to approval by the DOC. At a minimum, individuals shall have the qualifications and experience necessary to complete the Work. Anticipated minimum requirements for each specialty include the following:

- a. **Air Quality Specialist/Scientist:** Bachelor of Science or Bachelor of Arts Degree in civil engineering, environmental sciences or related field.
- b. **Noise/Acoustical Specialist:** Bachelor of Science Degree in civil or mechanical engineering, environmental sciences, or related field.

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- c. Biologist: Bachelor of Science or Bachelor of Arts Degree in biology, botany, ecology, environmental sciences, wildlife, or related field.
- d. Cultural Resources Archaeologist: Bachelor of Arts Degree in archaeology or closely related field.
- e. Water Resources/Wetlands Specialist: Bachelor of Science or Bachelor of Arts Degree in biology, botany, ecology, environmental studies, fisheries, soil science, wildlife, or related field.
- f. Hazardous Waste Specialist: Bachelor of Science or Bachelor of Arts degree in civil engineering, environmental sciences, soil science, hazardous materials and waste management, or related field.
- g. Electrician: Certified electrician with a minimum of 10 years of experience, preferably in and around oil and gas well sites.
- h. Emergency Response / Health and Safety Officer: minimum of 10 years of experience, preferably in and around oil and gas well sites.
- i. Public Communications Officer: Bachelor of Science or Bachelor of Arts Degree in communication, sociology, public policy, or related field.
- j. Geologist: Licensed professional geologist with a Bachelor of Science Degree in Geology.

**5.4.3 Understanding of Project Elements and Requirements**

The DOC intends to contract with an environmental and engineering team with a strong understanding of the requirements included in the Scope of Work described in Attachment D, Exhibit A. The Offeror should demonstrate its in-depth, working knowledge of well intervention, plug and abandonment, and best practices for cement plug setting, in addition to the activities described in the Scope of Work, including but not limited to occupational health and safety standards, emergency response, site investigations such as phase 1 assessments, well engineering, regulatory permitting processes, and requirements for handling hazardous materials and wastes. This expertise should be demonstrated by successful completion of similar activities across complex projects. Offerors should discuss in general the expected work elements based on the tasks described in Exhibit A of Attachment D. Offerors should describe generally the accomplishments that can be achieved and how their team's past experience relates to your ability to achieve these accomplishments.



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Offerors should also demonstrate their in-depth, working knowledge of prevailing wage and other labor requirements applicable to public work projects, as well as skilled and trained workforce requirements. Offerors should describe the basis of such knowledge, and their specific plans for ensuring compliance with such requirements during performance of the Work. Offerors should note that although skilled and trained workforce requirements specified in Public Resources Code section 3125.3 do not apply until January 1, 2028, proposals will be scored higher based on the extent to which Offerors commit to incorporating skilled and trained workforce requirements during performance of the Work, including but not limited to signing agreements with the Oil and Gas Well Capping Training Provider funded by the California Workforce Development Board. Offerors are encouraged to describe in detail their capability and commitment to meeting these requirements. (See Public Resources Code section 3125.3.)

Offerors should provide a narrative that details how the tasks identified in Exhibit A of Attachment D will be accomplished. Identify any anticipated issues associated with delivery of identified tasks and approaches to addressing any issues. Describe the process for completing each task and propose potential strategies to encourage early/successful delivery of Work. Innovative approaches and internal measures for timely completion of the Work will be evaluated favorably.

The Offeror may propose potential strategies to encourage early/successful delivery of Work, as well as methods to promote environmental sustainability and minimization of environmental impacts (e.g., electric rigs, natural gas and electric vehicles and generators, sustainable cement, reusing water in cement, etc.) in carrying out the Work. The Offeror should include a discussion and examples of the quality control methods used to ensure high quality services and deliverables. The Offeror should note that the DOC will not pay for substandard work, and that delays attributable to substandard work will be deemed the failure to meet contract requirements.

**5.4.4 Offeror Experience/Presence in the CalGEM Southern District**

The DOC intends to enter into an Agreement for the plugging and abandonment, facilities decommissioning, and site restoration of wells/facilities in CalGEM's Southern District, which is comprised of Inyo, San Bernadino, Los Angeles, Orange, Riverside, San Diego, and Imperial Counties. Offerors will be evaluated on their demonstrated ability to perform Work in these locations. Offerors should describe their physical presence or nearness to these areas, any prior experience working in these areas, and their working knowledge of the unique characteristics, local requirements, settings, historical practices, geology, and challenges

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that may be encountered in the Southern District. Offerors may wish to highlight any prior experience working with CalGEM, including its Southern District, and/or local cities and counties in the Southern District. Because the Southern District involves sites in dense urban areas, Offerors should take care to highlight any prior experience, knowledge, or approaches to working in such areas.

**5.4.5 Offeror Capacity**

The Offeror's ability to efficiently perform the Work within project timelines is an important criterion for this contract solicitation. CalGEM has identified approximately 34 Phase 1 wells/facilities in the Southern District that will be the subject of the first Task Order(s) under the Agreement, but there are hundreds of additional wells/facilities located in the Southern District that may be potential subjects of future plugging and abandonment Task Orders (or future agreements depending on how many wells/facilities can be addressed with the total budget and during the term of this Agreement). Given the DOC's goals to accomplish as much Work as possible under the Agreement, Offerors will be evaluated on their organizational capacity. Offerors must discuss their other anticipated commitments, intentions, and activities during the term of the Agreement, and how they will accomplish the Work despite these other commitments and activities. Simple statements that the Offeror does not anticipate any other commitments or activities during the Agreement term will not necessarily be scored favorably without further explanation.

Offerors should also discuss their organizational capacity, including but not limited to, staff resources, equipment/supply availability, and their ability to efficiently mobilize resources to Work sites in the Southern District. Offerors should thoroughly describe the nature of their access to significant equipment needed to perform the Work (i.e., a complete description of Offeror's equipment fleet, such as rigs, and whether Offeror owns or must rent important equipment). Offerors should highlight any prior experience overcoming staff, equipment, supply or other resources challenges in similar projects and how such experience will translate to the Work.

**5.4.6 Small Business Participation**

The Agreement to result from this RFQ will require 10% participation from Small Business, Disabled Veteran Business Enterprise, and Disadvantaged Business Entity, which can be achieved by subcontracting with any combination of SB/MB/SB-PW/DBE/DVBES.

The DOC is not a certifying agency for Small and Disadvantaged Businesses. The qualifying certifications can be obtained through DGS

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(SB, MB, Small Business for the Purpose of Public Works (SB-PW), DVBE), California Unified Certification Program (DBE).

The Offeror is expected to present within the body of the SOQ a narrative detailing how it will utilize SB/MB/SB-PW/DBE/DVBEs throughout the life of the Agreement. The Offeror shall identify firms being utilized to meet the participation goals, including the estimated contract values and scopes of work that will be used to meet these goals.

Each listed certified SB, MB, SB-PW, DBE, and DVBE must perform a CUF in the performance of the Agreement as defined in Government Code section 14837(d)(4).

## **6. Evaluation and Negotiation**

The DOC may reject any SOQ if it is conditional, incomplete, contains irregularities or is contrary to law. The DOC may waive an immaterial deviation in an SOQ. The DOC reserves the right, at its sole discretion, to request clarifications regarding information contained in any SOQ. Waiver of an immaterial deviation shall in no way modify the SOQ documents or excuse the Offeror from full compliance with the Agreement requirements if the Offeror is awarded the Agreement as a result of this procurement.

The following summarizes the SOQ Review, Evaluation, and Negotiation processes.

### **6.1 Statement of Qualifications Review**

The DOC shall review and evaluate each SOQ to determine if it meets the requirements contained in Section 5 and Attachments A through C. Failure to meet the material requirements of this RFQ will result in the rejection of the SOQ. SOQs that contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Offeror, may be rejected.

### **6.2 Offeror Minimum Qualifications**

The Offeror must submit all of the required information as described in Attachment A: Minimum Qualifications Checklist. All of the information identified must be included for the SOQ to be considered responsive. SOQs with missing or incomplete information may be rejected. If an Offeror passes this phase, its SOQ will be evaluated and scored. The minimum qualifications screening process is subject to the DOC's sole discretion and the DOC reserves the right, but is not required, to advance proposals due to the DOC's waiver of a defect or pending subsequent resolution of a defect.

### **6.3 Statement of Qualifications**

The DOC shall evaluate and score the SOQs that meet the RFQ requirements. The Evaluation/Selection Committee will evaluate SOQs based on the criteria

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described in Section 5 and in Attachment B and determine a consensus score for each criterion.

#### **6.4 Interviews Evaluation**

Following the evaluation of SOQs, the DOC will invite selected Offerors to participate in Interviews. Interviews with the Evaluation/Selection Committee will be held with no fewer than the top three rated Offerors, unless fewer than three SOQs are received. The DOC may require some or all of the selected Offerors' Key Personnel nominees to participate in the Interviews. The Evaluation/Selection Committee will evaluate the Interviews based on the criteria described in Attachment C and determine a consensus score for each criterion.

#### **6.5 Final Scoring**

At the conclusion of the SOQ evaluation and Interviews, the Evaluation/Selection Committee will rank the Offerors on the basis of total weighted SOQ score (60 percent) plus total weighted Interview score (40 percent) and recommend the Offeror with the highest final score for award of the Agreement. For example, if an Offeror scores 75 on its SOQ and 80 on its Interview, then its final score would be:

$$(75 \times 0.6) + (80 \times 0.4) = 45 + 32 = 77$$

#### **6.6 Agreement Negotiation Process**

At the conclusion of the SOQ evaluation and Interviews, the DOC will request a Cost Proposal/Rate Sheet from the top-ranked Offeror, which will be due to the DOC within five Business Days. (Further details are provided in Attachment 1 to Exhibit B of the Sample Agreement, included as Attachment D to this RFQ.) The selected Offeror shall provide the Cost Proposal/Rate Sheet for the selected Offeror and all proposed Subcontractors. In addition, the top-ranked Offeror must submit a payroll register for each proposed employee, which shall also include the employee wage classification and applicable State and federal prevailing wage rates. If a new classification is proposed, payroll registers must be submitted to support the high and low range of the classification.

The DOC will enter into limited cost negotiations with the top-ranked Offeror. If limited cost negotiations are unsuccessful, the DOC will terminate all discussions with the top-ranked Offeror and enter into limited cost negotiations with the next highest ranked Offeror and so on sequentially. After completion of successful negotiations, the DOC shall recommend an Offeror for Agreement award. Costs and budgetary matters shall be in accordance with Exhibit B of Attachment D. The Contractor with the first successfully negotiated Agreement will be the primary Contractor.

After an Agreement with the primary Contractor is executed, the DOC may, at its sole discretion, conduct the same negotiation process with the Offeror ranked the next highest (next below the primary Contractor) with the goal of entering into a

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secondary Agreement with a separate Contractor to perform Work when the primary Contractor is unavailable or declines work due to lack of resources. The DOC may, at its sole discretion, conduct these negotiations with the next ranked Offeror, and so on sequentially, until an Agreement for a secondary Contractor is in place.

**6.7 No Agreement Until Signed and Approved**

No Agreement between the DOC and the successful Offeror is in effect until the Agreement, including related forms, is signed by the Contractor and signed by the DOC.

**6.8 Debriefings**

Each Offeror may request a debriefing with the DOC's Designated Point of Contact. The meeting should be requested within 10 Business Days from the date of the Notice of Proposed Award. The debriefing meeting is an opportunity for Offerors to receive feedback regarding their own SOQ and Interview performance, which may provide insight for use in future solicitations. Debriefings will be held after the procurement process ends when the Agreement has been executed. Debriefings will not be used as a forum to protest the outcome of the DOC's procurement, and meetings that become confrontational or argumentative will be terminated.

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**ATTACHMENTS**

- Attachment A: Minimum Qualifications Checklist
- Attachment B: Criteria for Awarding Points for the Statement of Qualifications
- Attachment C: Criteria for Evaluation of Interviews and Final Score Worksheet
- Attachment D: Sample Agreement, including Exhibit A (Scope of Work) through Exhibit F

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**ATTACHMENT A: MINIMUM QUALIFICATIONS CHECKLIST**

#	Minimum Qualification	Yes	No
1.	Was the SOQ received no later than the date and time listed in Table 1?		
2.	Did the Offeror submit an electronic version of its SOQ to the DOC's cloud folder? Is the electronic PDF file printable, searchable, and read-only? Can the PDF be opened and printed without a password?  If the Offeror submitted a hard copy, was it in a three-ring binder marked "Original" on its face?		
3.	Is the SOQ typed?		
4.	Is the SOQ no more than 25 pages in length, exclusive of the transmittal letter, Key Personnel resumes, contact information for references, the Forms and Certifications, and table of contents?		
5.	Did the Offeror submit a Transmittal Letter with the following information? <ul style="list-style-type: none"> <li>a. Proof of valid and appropriate registration as qualified to do business in the State of California;</li> <li>b. Identification of a Contract Manager;</li> <li>c. Resumes for all identified Key Personnel;</li> <li>d. All necessary information and forms required showing proof of SB participation;</li> <li>e. Affirmation that the Offeror has, or is able to obtain, the required insurance, specified in the Sample Agreement in Attachment D of this RFQ;</li> <li>f. References as required in Section 5.4.1.1;</li> <li>g. Affirmation that Offeror, or its constituent entities, has not been terminated from another contract for default or has not received a civil judgment or criminal conviction in the past five years;</li> <li>h. A letter of commitment from each identified Subcontractor, including relevant licenses and positions in which the Subcontractor is identified to work;</li> <li>i. A statement that the Offeror's SOQ is complete and accurate; and</li> </ul>		

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#	Minimum Qualification	Yes	No
	j. Affirmation that the Minimum Qualifications of Section 6 of this RFQ have been met.		
6.	Form/Certification 1: Required Form/Certification Checklist		
7.	Form/Certification 2: Bid/Bidder Certification Sheet		
8.	Form/Certification 3: Bid/Bidder Declaration		
9.	Form/Certification 4: California Civil Rights Laws Certification		
10.	Form/Certification 5: Offeror's Overall Project Small Business Goal Commitment Certification		
11.	Form/Certification 6: Disabled Veteran Business Enterprise Declaration (DVBE team members)		
12.	Form/Certification 7: Darfur Contracting Act Certification		
13.	Form/Certification 8: Iran Contracting Act Certification		
14.	Form/Certification 9: Small Business Preference and Certification Request (STD 811)		
15.	Form/Certification 10: Bidder's Acknowledgement of Prevailing Wage Requirement		
16.	Form/Certification 11: Notification of Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine		
17.	Form/Certification 12: Executive Order 14005 Declaration		
18.	Form/Certification 13: CCC-04/2017 and STD 204		
19.	Form/Certification 14: Major Participant Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion		



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#	Minimum Qualification	Yes	No
	Certification (Offeror, Joint Venture Members, and Subcontractor(s) >\$25,000)		
20.	Form/Certification 15: Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification (Subconsultant(s) <\$25,000)		
21.	Form/Certification 16: Non-Collusion Certification		
22.	Form/Certification 17: Equal Employment Opportunity Certification		
23.	Form/Certification 18: Non-Discrimination Certification		
24.	Form/Certification 19: Certification Regarding Lobbying		
25.	Did the Offeror provide a current copy of its applicable engineering license?		
26.	Did the Offeror provide proof that it and all identified subcontractors are registered with the Department of Industrial Relations?		
27.	Is the Offeror listed as tax delinquent by the Franchise Tax Board and/or the California Department of Tax and Fee Administration?		

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**ATTACHMENT B: CRITERIA FOR AWARDING POINTS FOR THE STATEMENT OF QUALIFICATIONS**

Criteria*		Maximum Score	Offeror's Score
1.	<p><b>PERFORMANCE AND EXPERIENCE</b></p> <p>The quality, depth, and relevance of the following items:</p> <ul style="list-style-type: none"><li>a. Offeror examples of completed projects of similar scope, magnitude, and complexity. (8 Points)</li><li>b. Offeror examples of experience performing the Work required for the Project. (8 Points)</li><li>c. Experience performing the Work required for the Project for Subcontractors employing Key Personnel. (8 Points)</li><li>d. Offeror examples of applicable cost savings and schedule improvement methodologies utilized on past projects. (3 Points)</li><li>e. Offeror examples of successful and repeatable past approach to delivering high-quality products with schedule constraints. (3 Points)</li></ul>	30	

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Criteria*		Maximum Score	Offeror's Score
2.	<p><b>ORGANIZATION AND KEY PERSONNEL</b></p> <p>The extent to which:</p> <ul style="list-style-type: none"> <li>a. The proposed project organization presents a clear and logical framework. (2 Points)</li> <li>b. The proposed team structure demonstrates a cohesive team with effective communication within its organization. (3 Points)</li> <li>c. The management approach is responsive to the RFQ requirements. (2 Points)</li> </ul> <p><b>KEY PERSONNEL AND ROLES</b></p> <p>The extent to which:</p> <ul style="list-style-type: none"> <li>d. The Project Manager has the individual qualifications, professional skills, and sufficient experience to effectively lead and manage the Project (2 Points)</li> <li>e. The qualifications and professional skills of the Key Personnel (except for the Project Manager, which is evaluated in [(d)] above) are appropriate for the roles assigned (3 Points)</li> <li>f. The past experience of the Key Personnel is sufficient to demonstrate the ability to effectively deliver the Work required for the Project (3 Points)</li> </ul>	15	

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<b>Criteria*</b>		<b>Maximum Score</b>	<b>Offeror's Score</b>
3.	<p><b>UNDERSTANDING OF PROJECT REQUIREMENTS</b></p> <p>The extent to which:</p> <ul style="list-style-type: none"> <li>a. The Offeror demonstrates an understanding of the Work required for the Project. (5 Points)</li> <li>b. The Offeror demonstrates an understanding of potential challenges and appropriate methods/approaches for overcoming challenges. (5 Points)</li> <li>c. The Offeror commits to incorporating sustainability measures, innovative technology, and other strategies to minimize environmental impacts in performing the Work (e.g., electric rigs, electric or natural gas vehicles, reusing water in cement, sustainable cement, etc.). (5 Points)</li> <li>d. The Offeror demonstrates an understanding of mandatory public works (prevailing wage and other labor) requirements. (5 Points)</li> <li>e. The Offeror demonstrates an understanding of skilled and trained workforce requirements and commits to incorporating a skilled and trained workforce in performing the Work. (5 Points)</li> </ul>	25	

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<b>Criteria*</b>		<b>Maximum Score</b>	<b>Offeror's Score</b>
4.	<p><b>EXPERIENCE, UNDERSTANDING, AND PRESENCE IN THE SOUTHERN DISTRICT</b></p> <p>The extent to which:</p> <ul style="list-style-type: none"> <li>f. The Offeror demonstrates practical knowledge of the unique characteristics, settings, historical practices, geology, and challenges that may be encountered in the Southern District. (5 Points)</li> <li>g. The Offeror has experience working on similar projects in the Southern District and working with State or local agencies (cities/counties) in the Southern District. (3 Points)</li> <li>h. The Offeror has physical connections or presence in or near the Southern District. (2 Points)</li> </ul>	10	
5.	<p><b>ORGANIZATIONAL CAPACITY</b></p> <p>The extent to which:</p> <ul style="list-style-type: none"> <li>a. The DOC has confidence that the Offeror can accomplish the Work considering the Offeror's other anticipated commitments, intentions, and activities during the term of the Agreement. (5 Points)</li> <li>b. The Offeror has organization capacity with appropriate staff resources, equipment and supply, and mobilization capability to ensure the Work is effectively and efficiently completed within project deadlines. (10 Points)</li> </ul>	15	
6.	<p><b>SMALL BUSINESS PARTICIPATION</b></p> <p>The extent to which:</p> <ul style="list-style-type: none"> <li>a. The Offeror provides a clear commitment to meeting the DOC's 10 percent Small Business, Disabled Veteran Business Enterprise, and Disadvantaged Business Entity utilization goal. (2.5 Points)</li> </ul>	5	

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<b>Criteria*</b>		<b>Maximum Score</b>	<b>Offeror's Score</b>
	b. The Offeror's narrative clearly identifies how the Offeror will utilize Small Business, Disabled Veteran Business Enterprise, and/or Disadvantaged Business Entity to achieve the DOC's 10 percent utilization goal, including the scopes of work that these firms will fill. (2.5 Points)		
<b>Total SOQ Score</b>		<b>100</b>	
<b>Total Weighted Score with 60% Weighting Factor (SOQ Score x 0.6)</b>		<b>60</b>	

\* NOTE: These criteria are 60 percent of the final score.

\*\*NOTE: References will be checked and will be used to inform the scores above.

**ATTACHMENT C: CRITERIA FOR EVALUATION OF INTERVIEWS AND FINAL SCORE WORKSHEET**

<b>Criteria*</b>		<b>Maximum Score</b>	<b>Offeror's Score</b>
1.	<b>PRESENTATION</b> <ul style="list-style-type: none"> <li>a. Quality and appropriateness of the presentation (5 Points)</li> <li>b. Appropriate speakers relative to Project challenges (5 Points)</li> <li>c. Project Manager leadership and management of the team (5 Points)</li> </ul>	<b>15</b>	
2.	<b>KEY PERSONNEL PARTICIPATION</b> <ul style="list-style-type: none"> <li>a. Project manager's understanding of the challenges and requirements of the Project (7 Points)</li> <li>b. Project manager's knowledge and understanding of the Project (6 Points)</li> <li>c. Understanding of Key Personnel of the Project challenges and requirements (6 Points)</li> <li>d. Knowledge and understanding of Key Personnel of the Work in their respective areas of expertise (6 Points)</li> </ul>	<b>25</b>	
3.	<b>RESPONSIVENESS TO QUESTIONS</b> <ul style="list-style-type: none"> <li>a. Quality and thoroughness of response to question number 1</li> <li>b. Quality and thoroughness of response to question number 2</li> <li>c. Quality and thoroughness of response to question number 3</li> <li>d. Quality and thoroughness of response to question number 4</li> <li>e. Quality and thoroughness of response to question number 5</li> <li>f. Quality and thoroughness of response to question number 6 (Questions will be weighted between 5 and 15 Points each)</li> </ul>	<b>60</b>	

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<b>Criteria*</b>	<b>Maximum Score</b>	<b>Offeror's Score</b>
<b>Total Interviews Score:</b>	<b>100</b>	
<b>Total Weighted Interview Score with 40% Weighing Factor (Interview Score x 0.4)</b>	<b>40</b>	

\* NOTE: These criteria are 40 percent of the final score.

<b>Total Score for Statement of Qualifications and Interview</b>	<b>Maximum Score</b>	<b>Weighted Score</b>
<b>Total Weighted SOQ Score</b>	<b>60</b>	
<b>Total Weighted Interview Score</b>	<b>40</b>	
<b>Final Score</b>	<b>100</b>	

Final Score Example

If an Offeror scores 75 on its Statement of Qualifications and 80 on its Interview, then the final score would be:  $(75 \times 0.6) + (80 \times 0.4) = 45 + 32 = 77$



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**ATTACHMENT D: SAMPLE AGREEMENT, INCLUDING EXHIBITS A–F**

The Sample Agreement is attached as Attachment D to this RFQ.

The Sample Agreement is comprised of STD 213 and Exhibits A–F.

Exhibit A: Scope of Work

Attachment 1: Definitions

Attachment 2: Acronyms

Attachment 3: Key Personnel

Attachment 4: Phase 1 Well List, Abandonment Specifications, and Mitigation Measures

Exhibit B: Budget Detail and Payment Provisions

Attachment 1: Cost and Rate Sheet

Exhibit C: General Terms and Conditions

Exhibit D: Special Terms and Conditions

Exhibit E: Additional Terms and Conditions

Exhibit F: Federal Terms and Conditions

Department of Conservation




**RFQ [2023-013] – Southern District Multi-Well Plug and Abandonment, Facilities Decommissioning, Restoration and Related Services**

**[PLACEHOLDER PAGE FOR STD 213 – THE FOLLOWING IS A SAMPLE, DO NOT COMPLETE OR SUBMIT WITH THE SOQ]**

Reset Form	Print Form	<b>SCO ID:</b> 3480-XXXXXXX		
STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES <b>STANDARD AGREEMENT</b> STD 213 (Rev. 04/2020)		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">AGREEMENT NUMBER 202X-XXX</td> <td style="width: 50%; text-align: center;">PURCHASING AUTHORITY NUMBER (If Applicable)</td> </tr> </table>	AGREEMENT NUMBER 202X-XXX	PURCHASING AUTHORITY NUMBER (If Applicable)
AGREEMENT NUMBER 202X-XXX	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 Conservation				
CONTRACTOR NAME TBD				
2. The term of this Agreement is:				
START DATE TBD				
THROUGH END DATE TBD				
3. The maximum amount of this Agreement is: TBD				
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		
	Exhibit A	Scope of Work		
	Exhibit A - Attachment 1	Definitions		
	Exhibit A - Attachment 2	Acronyms		
+ - +	Exhibit A - Attachment 3	Key Personnel		
+ - +	Exhibit A - Attachment 4	Phase 1 Well List, Abandonment Specifications, and Mitigation Measures		
+ - +	Exhibit B	Budget Detail and Payment Provisions		
+ - +	Exhibit B - Attachment 1	Cost and Rate Sheet		
+ - +	Exhibit C*	General Terms and Conditions (GTC - 04/2017)		
+ - +	Exhibit D	Special Terms and Conditions		
+ - +	Exhibit E	Public Works Requirements and Information		
+ - +	Exhibit F	Federal Terms and Conditions		

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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<a href="#">Reset Form</a> <a href="#">Print Form</a>		SCO ID: 3480-XXXXXXX	
STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES <b>STANDARD AGREEMENT</b> STD 213 (Rev. 04/2020)		AGREEMENT NUMBER 202X-XXX	PURCHASING AUTHORITY NUMBER (If Applicable)
IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.			
<b>CONTRACTOR</b>			
CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)			
Contractor Name			
CONTRACTOR BUSINESS ADDRESS		CITY	STATE
Contractor Address		Sacramento	CA
PRINTED NAME OF PERSON SIGNING		TITLE	
Authorized Signatory		Authorized Signatory Title	
CONTRACTOR AUTHORIZED SIGNATURE		DATE SIGNED	
			
<b>STATE OF CALIFORNIA</b>			
CONTRACTING AGENCY NAME			
Department of Conservation			
CONTRACTING AGENCY ADDRESS		CITY	STATE
715 P Street, MS 1807		Sacramento	CA
PRINTED NAME OF PERSON SIGNING		TITLE	
Authorized Signatory		Authorized Signatory Title	
CONTRACTING AGENCY AUTHORIZED SIGNATURE		DATE SIGNED	
			
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL		EXEMPTION (If Applicable)	
			

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**EXHIBIT A: SCOPE OF WORK**

**1. Background and Purpose**

- 1.1 CalGEM has statutory authority to plug and abandon, or otherwise remediate, idle-deserted wells and production facilities, and to develop a procurement process to group multiple projects involving the performance of such work. (Pub. Resources Code, §§ 3125.2, 3224, 3226, 3237, 3250 et seq.) Additional authority for the DOC to enter into this Agreement (Agreement) includes Government Code sections 4525, et seq.
- 1.2 This Agreement is between the DOC, an agency of the State, and \_\_\_\_\_ a [form of entity] (Contractor). The DOC and Contractor are collectively referred to herein as the “Parties,” or individually as “Party.” The purpose of this Agreement is for the Contractor to provide professional engineering, environmental, and other services related to the evaluation of potentially hazardous wells and facilities and the plugging and abandonment or other remediation of the idle-deserted, hazardous, or potentially hazardous wells and facilities and restoration of well sites and facility sites in the Southern District, as described in Section 2 of this Exhibit A.
- 1.3 All inquiries during the term of this Agreement will be directed to the Contract Managers identified as follows:

**DOC**

**CONTRACTOR**

Contract Manager:

Contract Manager:

Address:

Address:

Phone:

Phone:

Email:

Email:

The Contract Managers may be changed without amendment as specified in Exhibit D, Section 1 of this Agreement.

**2. Scope of Work**

**2.1 Introduction**

CalGEM has identified thousands of oil and gas wells statewide that are likely idle-deserted, hazardous, or potentially hazardous. The DOC has determined that the proper plugging and abandonment of these wells is necessary to mitigate or eliminate the danger they currently pose to life, health, and natural resources.

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This Agreement is intended to achieve well plug and abandonment, facilities decommissioning, site restoration, and related services at the identified sites in the Southern District. In addition, CalGEM has identified certain oil and gas wells and related facilities that may be hazardous. These oil and gas wells and facilities need further technical evaluation to determine the best course of action to protect the public as well as to maintain certain equipment already installed at the site. This Section 2 establishes the scope of work. As further specified below, the scope of work includes project management, site investigation and monitoring, well plugging and abandonment, facilities decommissioning, site restoration, and related services.

## **2.2 Project Site Background**

The Contractor will provide required services in CalGEM's Southern District, which comprises of Inyo, San Bernadino, Los Angeles, Orange, Riverside, San Diego, and Imperial Counties. The DOC will identify project sites through Task Orders, as described below.

## **2.3 General**

The Contractor shall provide the required services, as specified in Task Orders (see below). The initial Task Order will cover approximately 34 "Phase 1" wells/facilities, located in Los Angeles and Orange Counties. (See Attachment 4 to this Exhibit A, Phase 1 Wells and Abandonment Specifications). Additional wells/facilities will be added to the scope of work through subsequent Task Orders, subject to available funding, contract term, and Contractor performance.

## **2.4 Task Orders**

All Work under this Agreement shall be performed by written, executed Task Orders (i.e., Task Orders signed by both Parties). Task Orders provide specifics and details of the Work described in this Exhibit A and a cost and rate sheet.

The DOC will draft Task Orders, or, if requested by the DOC, the Contractor shall draft Task Orders. After review and agreement by both Parties, each Task Order shall be signed first by the Contractor's Contract Manager and then by the DOC's Contract Manager.

Each Task Order shall include, as applicable:

- a. A list of services to be performed;
- b. A schedule of tasks and deliverables and Task Order period of performance, none of which shall include dates beyond the end date of this Agreement;
- c. Performance criteria for the services and deliverables;
- d. In the case of a Task Order for well plugging and abandonment, the Task Order shall contain a list of wells for the Contractor to plug and abandon,

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along with well plug and abandonment specifications and site-specific environmental mitigation measures, as may be applicable;

- e. A Task Order cost estimate, which includes:
  - i. Fixed costs for specified tasks (e.g., \$X for preparation of a Site Restoration Plan; \$Y for plugging and abandoning a specified well)
  - ii. Names and firms of individuals who will perform the services;
  - iii. Labor classification for each individual and their applicable prevailing wage rate;
  - iv. Other direct costs;
  - v. A rate schedule for any costs that are not captured in the fixed costs for the Work.
- f. Estimated SB, DBE, and DVBE utilization (dollars).
- g. A total not to exceed cost for the Task Order.

Changes to executed Task Orders require written agreement by both Parties.

The Contractor shall not invoice the DOC for services or costs that are not included in an executed Task Order.

Task Orders, including cost estimates, do not amend the Agreement.

## **2.5 Scope of Work – Tasks**

The Contractor shall deliver technologically, commercially and legally sufficient project management, plug and abandonment, facilities decommissioning, and site restoration services that satisfy all elements of this scope of work as determined by the DOC. The Contractor shall ensure that the Work is progressing and is properly reported and documented. The Contractor agrees to provide all services as described in this Agreement, and all additional activities that do not fall under specific tasks but which are necessary to support the tasks listed below.

### **2.5.1 Task 1 – Project Management**

The Contractor shall perform all project management functions in support of the scope of work, including:

- a. Develop a Health and Safety Plan (HSP). Prior to the start of any site work, and for each Project site, Contractor shall submit to the DOC a site-specific HSP in accordance with California Code of Regulations, Title 8, section 5192, that covers all measures, including contingency plans, which will be taken during field activities to protect the health and safety of the workers at the site and the general public from exposure to hazardous waste, substances or materials, including

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hydrogen sulfide. The HSP must describe the specific personnel, procedures, and equipment to be utilized.

The HSP shall also include a comprehensive job hazard analysis that identifies potential risks and hazards during the life of the project (e.g., blowouts, fires, serious accidents, gas and water leaks). The job hazard analysis shall include identification of a certified Health and Safety Officer. The Health and Safety Officer is expected to perform an in-person biweekly audit of the sites and provide a written, monthly report to the DOC identifying and mitigating potential risks and hazards during the life of the project.

- b. Develop an Emergency Response Plan (ERP). Prior to the start of any site work, and for each project site, the Contractor shall submit to the DOC a site-specific ERP. The Contractor must also update the ERP as may be necessary due to issues identified during performance of the Work or during emergency response drills. The ERP must:
  - i. Include the Incident Contingency System (ICS) assignments structure as required by the State Oil Spill Contingency Plan;
  - ii. Identify all relevant government agencies having jurisdiction over the project site in case of any potential emergency situation(s);
  - iii. Outline Contractor's notification and response processes;
  - iv. Identify Contractor personnel and Subcontractor roles and responsibilities;
  - v. Describe the training provided to implement the ERP, including applicable certifications;
  - vi. Provide procedures for the mitigation of a release or threatened release to minimize any potential harm or damage to persons, property, or the environment;
  - vii. Identify evacuation plans and procedures, including immediate notice, for the Project site; and
  - viii. Include spill contingency planning developed in accordance with California Code of Regulations, title 14, section 1722.9.
- c. Develop a Sampling Analysis Plan and Quality Assurance/Quality Control (QA/QC) Plan. The Contractor shall prepare a Sampling Analysis Plan and QA/QC Plan. All sampling and analysis conducted by the Contractor shall be performed in accordance with a QA/QC Plan submitted to the DOC. The QA/QC Plan will describe:
  - i. The procedures for the collection, identification, preservation, and transport of samples;

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- ii. The calibration and maintenance of instruments;
  - iii. The processing, verification, storage and reporting of data, including chain of custody procedures and identification of qualified person(s) conducting the sampling and of a laboratory certified or approved pursuant to Health and Safety Code section 25198; and
  - iv. How the data obtained will be managed and preserved.
- d. For each project site, provide emergency response training and drills prior to initiation of work at each project site, and at the beginning of each month until the Work is complete. The Contractor shall consult with the DOC in selecting appropriate emergency drill scenarios and shall include all relevant Subcontractors in trainings and drills. The Contractor shall maintain records of trainings, including personnel attendance, and shall provide such records to the DOC upon request.
- e. Conduct safety meetings with all crew members, including those of Subcontractors. Topics shall include safe driving protocols, emergency procedures in case of an accident, and evacuation procedures in case of a natural disaster. The Contractor shall retain minutes/agenda of safety meetings, including the names of all personnel present, for the life of the Project, and shall provide the DOC with such records with the daily activity reports.
- f. Provide the following Incident Notification and Response:
  - i. In the event of a reportable spill, emergency, or incident, the Contractor shall notify the Governor's Office of Emergency Services (CalOES), the DOC, and other required and relevant agencies consistent with federal, state, and local requirements and the [release reporting matrix](#). In the event the abandonment is on federal land, the applicable federal agency must be notified.
  - ii. Without regard to intent or negligence, any person responsible for the discharge or threatened discharge of oil into waters of the state must immediately report the discharge and carry out spill response activities consistent with the [State Oil Spill Contingency Plan](#), incorporated references and attachments, and other applicable federal, state or local spill response plans.
  - iii. Incident and spill response activities will be managed utilizing the Incident Command Structure in accordance with the [Incident Management Handbook](#)
  - iv. In the event of an emergency or incident that arises due to work performed under this Agreement, the Contractor will manage



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the incident as the responsible acting party consistent with state requirements and the site specific ERP. The Contractor will also cooperate with all government officials to develop a unified command structure for emergency response, if necessary. The Contractor shall be available to provide assistance to the DOC. The Contractor shall provide specific details concerning efforts to contain or remediate any spills or incidents.

- g. Coordinate Work activities and deliverables with the DOC, Subcontractors, and third parties as appropriate.
- h. Manage project scope, schedule, budget, risks, and quality.
- i. Ensure the Work is being undertaken in a technically correct manner that is acceptable to the DOC, as well as other federal, state, regional, and local agencies as applicable.
- j. Conduct project kick-off meeting and periodic project coordination meetings with the project team. Prepare meeting agenda, minutes, and action items. Track action items and report completion level.
- k. At the beginning of each Task Order, the Contractor shall submit a comprehensive project schedule including associated costs and resource use which shall serve as an updated baseline schedule.
- l. Prepare monthly progress reports with information on the progress of the Work, including:
  - i. Comprehensive task-level budget based on estimated labor hours and approved personnel billing rates (prime and subcontractors) and other direct costs;
  - ii. Task Order progress, including progress on project metrics;
  - iii. SB, SB-PW, MB, DVBE, and DBE utilization;
  - iv. Deliverables status report; and
  - v. Schedule updates/changes
- m. Oversee and manage interface coordination between all subcontractors, disciplines and stakeholders.
- n. Participate in a monthly call with DOC to review monthly progress reports and discuss any project risks or other project management issues.
- o. Provide all administrative tasks needed to support the project, including reporting and coordination with third parties.
- p. Support the DOC in public relations functions, including but not limited to attending community meetings to share information about how the

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Work will be carried out, providing the DOC with information needed to address community questions, using appropriate signage at worksite locations, and stationing appropriate personnel at worksite locations (as needed) to address public questions.

**2.5.1.1 Project Management Deliverables**

- HSP;
- ERP;
- Sampling Analysis Plan and QA/QC Plan;
- Weekly progress reports;
- Meetings documentation, including agenda, minutes, and action items;
- Budget management plan;
- Project schedules;
- Methane emissions and other reporting.

**2.5.2 Task 2 – Site Investigation**

For each project site, the Contractor shall investigate the site and provide all phase 1 site assessments, biological resources surveys, and archeological and cultural resources monitoring as the DOC may require in the applicable Task Order for each site.

**2.5.3 Task 3 – Site and/or Lease Restoration Plan**

For each project site, as specified in Task Orders, the Contractor shall investigate the site and develop a Site and/or Lease Restoration Plan (SRP) for the DOC's review and approval. No well plugging and abandonment shall begin until the DOC has approved the SRP for the site.

SRPs shall demonstrate how the site will be restored to a condition that blends in and is compatible with the surrounding land and shall include the removal of all surface facilities and oilfield related refuse. Unless otherwise specified in a Task Order for a project site, the DOC does not require the re-grading of well sites to match surrounding land contours, reseeding, or the removal of roads.

SRPs shall be prepared in accordance with California Code of Regulations, title 14, section 1776, and shall include the following:

- a. A description of site restoration activities;

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- b. Locations of any known existing or previously removed sumps, tanks, pipelines, and other facility settings;
- c. Any additional site-specific circumstances related to facilities decommissioning and site restoration; and
- d. A schedule for completing site restoration.

The following site restoration activities shall be included in SRPs to the extent appropriate for each site:

- a. Construction of temporary vehicle access to all wells and facilities with minimum practicable surface disturbance.
- b. Performance of subsurface well work.
- c. Removal and management of any identifiable containers of chemicals that may be on the site.
- d. Removal of any gravel pad(s) and all concrete if present. All concrete on all well locations shall be broken up and hauled to a concrete recycling facility unless the landowner specified otherwise in an access agreement.
- e. Removal of surface facilities not requiring the results of a laboratory analysis, and cleanup of oilfield refuse.
- f. Removal and cleanup of oilfield refuse and facilities (e.g., surface flowlines, production facilities and equipment, electrical lines and power poles to the utility company meter). Buried flow lines shall remain but be flushed with clean water and capped.
- g. Sampling, running sufficient tests, and management of test contents on unknown fluid remaining in tanks, sumps, and other containers, as directed, to identify whether the fluids are hazardous waste, hazardous materials, or nonhazardous.
- h. Sampling and running agricultural geochemical water analyses of produced water in tanks/sumps, if the water will not be disposed on site.
- i. Disposal of well fluids.
- j. Disposal of road mix tank bottoms and sump sludge.
- k. Disposal and management of any hazardous wastes.

**2.5.3.1 Site Investigation and Restoration Plan Deliverables**

- SRP

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**2.5.4 Task 4 – Well Plugging and Abandonment and Related Remediation**

The Contractor shall plug and abandon the wells listed in Exhibit A, Attachment 4, and all wells the DOC identifies and the Parties agree upon pursuant to future Task Orders, in accordance with all applicable well plug and abandonment requirements.

The Contractor shall competently provide all engineering and design work necessary to comply with the requirements of this Agreement.

The Contractor shall comply with all local requirements and any site-specific environmental mitigation measures the DOC may identify in advance of Work at each Project site. The Contractor may also be required to subcontract for cultural monitoring or support site-specific public relations activities, as identified in the Task Order.

Some facilities or sites may require additional remedial measures such as site surveillance, hazard monitoring, and security/safety alarm systems. Contractor shall provide such additional services as may be specified in Task Orders.

The Contractor shall perform methane and other air quality monitoring as specified by the DOC or other applicable state or local agency.

The Contractor shall monitor for methane emissions coming from all wellheads, facilities, and from any tied in pipelines on the well site. These measurements are to be recorded pre- and post-wellsite operations. Measurements shall be measured in flow rate and quantity as described in a spreadsheet provided by CalGEM. A detailed record keeping (via the provided spreadsheet) of wells and facilities operated on is expected for tracking purposes. This spreadsheet is to be submitted bi-monthly to the specified CalGEM staff.

In addition to other requirements set forth in this Agreement, the Contractor shall do the following prior to plugging and abandoning each well:

- a. Submit a Notice of Intention to Abandon (Form OG 108) along with a detailed abandonment program on CalGEM's online portal, WellSTAR, at least ten (10) days prior to the commencement of work. The Notice of Intention to Abandon must include a well bore diagram of the well detailing its current condition and its proposed condition following plugging and abandonment. All wellbore diagrams shall contain: well name; API number; latitude and longitude; elevation (ground level); KB height; type of well (producer, injection, observation); status of well; spud date; depths to be shown as measured depth and true vertical depth; total depth and plug back total depth; tops of hydrocarbon zones; base of

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freshwater depth; hole sizes drilled (including depths); casing sizes run, indicating run depths of casing size and weight; volumes of cement pumped for all casing cement jobs and whether returns to surface were recorded; top of cement in the annulus indicating if calculated ETOC or measured CBL; perforation and slots depths indicating whether open or closed; and tops of cement for all cement plugs.

- b. Obtain all requisite permits from CalGEM and any other applicable permitting agency before proceeding with the well abandonment work.

**2.5.4.1 Site Specific Requirements**

The DOC will stipulate any site-specific requirements for well plugging and abandonment in the Task Order for each project site. The following specifications are provided for the Contractor's informational, planning, and budgetary purposes as typical requirements that the DOC may apply, supplement, or modify on a case-by-case basis:

- a. All cement plugs shall be Class G neat cement material and shall have a minimum compressive strength of 1000 psi and a density 15.8 ppg. Each well shall be killed before beginning cementing operations. All cement plugs shall be thermally stable when set.
- b. Sufficient cement shall be squeezed into the perforations to fill to a minimum of 100' outside the casing, or until a pressure increase, not to exceed fracture pressure, is noted.
- c. All fluid returns, and water used for washing out equipment, shall be contained in return tanks or Baker tanks. In ground sumps/return pits will not be allowed in this Agreement. Disposal of all fluids shall be the responsibility of the Contractor.
- d. Water for well bore cleanout, mixing cement and mud, washing out equipment, and for fire suppression shall be supplied by the Contractor.
- e. All depths are KB measurements unless noted otherwise.
- f. An adequate working tubing string shall be provided by the Contractor and shall be retained on site for use as needed.
- g. Diligent effort shall be made to reach the clean out depth on each well. This shall include circulating out any fill, and if needed, the use of a sawtooth collar, bit, or mill. This shall also include at least three (3) attempts using two different methods

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and using appropriate fishing tools exclusive of impression block and mill run(s).

- h. For Underground Source of Drinking Water and Base of Fresh Water squeeze cementing, the following procedures shall be used:
  - i. Close-in well and pressure test casing to 500 psig. Report findings. If good test MIRU wireline and RIH with 4" hollow steel carrier at shoot four ½" holes at a depth determined by the DOC. POOH with wireline. Open casing valve to annular space (annulus between surface casing and production casing). Pump water into production casing and attempt to gain circulation to surface in the annular space. If no circulation is achieved, open surface casing valve and pump water into the annular space. Alternate directions from front side to back side to try to achieve circulation. If circulation is not achieved, proceed to Step iii.
  - ii. If circulation is achieved, RIH with open ended tubing to a depth determined by the DOC. After mixing and pumping cement, POOH to a depth determined by the DOC, and reverse clean. Close-in well with pipe rams or annular preventer and squeeze cement through annular space. Wait on cement to harden.
  - iii. If circulation is not achieved in step a, contact DOC's Project Representative for further instructions.
  - iv. A Cement Bond Log may be required at the discretion of the CalGEM project representative, as may be specified in the Task Order.
- i. The Contractor shall provide portable toilet for use by all those working on the project site.
- j. The Contractor shall use the 8-1-1 process to locate and mark any underground utilities at least two (s) working days prior to starting work.
- k. The Contractor shall provide a means of accurately measuring all fluids before being pumped into the wellbore. Examples of such fluids include, but are not limited to, cement, water, mud, and brine.

**2.5.4.2 Well Plugging and Abandonment Deliverables**

- Engineering and design work necessary to obtain all required permits;

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- Notices of Intention to Abandon with Wellbore Diagrams;
- Well Summary and Abandonment History reports into WellSTAR within regulatory required timeframes;
- Population of Pre- and Post-Methane Emission spreadsheet (provided by CalGEM);
- Population of a daily operations report (structure may be provided by CalGEM or use an approved contractor's operations report);
- Population of other relevant project information listed in CalGEM's spreadsheet (i.e., site restoration area, community impact, etc.).

**2.5.5 Task 5 – Facilities Decommissioning and Site/Lease Restoration**

The Contractor shall provide facilities decommissioning and site/lease restoration for each project site in accordance with the SRP developed for the site. Upon the Contractor's completion of site/lease restoration, the Contractor shall contact the DOC to schedule a walkthrough. If the DOC determines that the site/lease restoration is complete, the DOC will issue a Finding of Completion for the site.

**3. Non-Exclusivity of Services**

Notwithstanding anything to the contrary contained in this Agreement, the services described herein are not exclusive, and the DOC reserves the right to enter into other agreements covering the same or similar services, or to perform the same or similar services itself or through its agents, consultants and/or contractors.

**4. Notice to Proceed**

The DOC will issue a Notice to Proceed (NTP) to the Contractor to commence work after the execution of the Agreement by both Parties. No work shall be initiated by the Contractor prior to the execution of the Agreement and the NTP has been provided by the DOC's Contract Manager.

**5. Term**

The term of this Agreement is identified in Section 2 of the Standard Agreement (STD 213). The DOC will not pay for any work that occurs prior to issuance of the NTP or after the term of the Agreement.

**6. Amendments**

6.1 This Agreement may be modified by amendment with mutual consent of the Parties as to time, amount, and other provisions, to the extent allowable by law.

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The amendment shall be made in accordance with Exhibit C: GTC 04/2017, Section 2, Amendment. If the provisions in this section conflict with the Exhibit C: GTC 04/2017, the terms of the Exhibit C: GTC 04/2017 control over the terms of this clause.

- 6.2 No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Parties, and all necessary approvals have been obtained. No oral understanding or agreement not formally incorporated in writing into the Agreement is binding on the Parties.
- 6.3 The Contractor shall only commence Work covered by an amendment after the amendment is executed and NTP for the amendment has been provided by the DOC's Contract Manager.



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**EXHIBIT A, ATTACHMENT 1: DEFINITIONS**

Whenever used in this Agreement, the following terms have the definitions indicated:

**Agreement:** The contract between the DOC and the Contractor.

**DOC:** The California Department of Conservation.

**California Geologic Energy Management Division:** The California Geologic Energy Management Division of the DOC, which may include the DOC or CalGEM's authorized representatives.

**Commercially Useful Function:** The DOC will uniformly apply best practices standards in collective consideration of Commercially Useful Function (CUF) standards set forth by 49 C.F.R. Part 26.55 (c)-(d), Government Code section 14837, California Code of Regulations title 2 section 1896.4(h), and Military and Veterans Code section 999(b)(5). A Small Business (SB), Small Business for the Purpose of Public Works (SB-PW), Disadvantaged Business Enterprise (DBE), Disabled Veteran Business Enterprise (DVBE), or Microbusiness (MB) is deemed to perform a CUF if the business meets the following CUF standards:

1. Performs a CUF when an SB/SB-PW/MB/DBE/DVBE is responsible for the execution of a distinct element of work of this Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the Work involved.
2. Performs work that is normal for its business services and functions.
3. Is responsible, with respect, to materials and supplies used on this Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing and paying for the material itself.

A firm does not perform a CUF if the business:

4. Is an SB/SB-PW/MB/DBE/DVBE that is limited to that of an extra participant in a transaction, contract, or project through which funds are passed to obtain the appearance of participation.
5. Is a DBE that does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own workforce, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved.

**Contractor:** The party entering into this Agreement with the DOC.

**Day or day:** Calendar Day, unless otherwise noted.

**Department of Conservation:** The California Department of Conservation, which may include the DOC's authorized representatives, as well as its Divisions, including CalGEM.

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**Disabled Veteran Business Enterprise:** A for-profit business concern that meets the certification requirements set forth in California Military and Veterans Code section 999(b)(7), including at least 51 percent ownership by a veteran of the United States Military who has at least a 10 percent service-connected disability. To be counted towards meeting the participation goals of this Agreement, a DVBE must (1) be certified by the California Department of General Services (DGS)' Office of Small Business and Disabled Veteran Business Enterprise Services, and (2) perform a CUF, as defined herein, in providing services or goods that contribute to the fulfillment of the contract requirements for this procurement.

**Disadvantaged Business Enterprise:** A for-profit business concern that meets the requirements of Title 49, Part 26.61 through 26.73 inclusive of the Code of Federal Regulations including at least 51 percent ownership by individuals who are both socially and economically disadvantaged. To be counted towards meeting the participation goals of this Agreement, a DBE must be certified by the California Uniform Certification Program.

**Grant/Cooperative Agreements:** Any Federal agreements between the DOC, the United States Department of the Interior and/or other federal agency providing terms for expenditure of additional federal funds.

**Key Personnel:** The individuals identified in Exhibit A, Attachment 3 of this Agreement, subject to change as permitted under this Agreement.

**Microbusiness:** A for-profit SB concern that meets the certification requirements set forth in California Government Code section 14837(d) and California Code of Regulations title 2 sections 1896.4 (Definitions) and 1896.12 (Eligibility) including its principal office is located in California, its owners reside in California, it is not dominant in its field, and it has an average gross annual revenue of \$5 million or less over the previous three tax years. To be counted towards meeting the participation goals of this Agreement, a Microbusiness must be certified by DGS.

**Party or Parties:** Individually referring to the DOC or the Contractor or collectively referring to the DOC and the Contractor, as the context permits.

**Person:** Any individual or entity, including corporation, limited liability company, sole proprietorship, joint venture, partnership, trust, voluntary association, unincorporated organization, or governmental agency including the DOC.

**Project:** Southern District Multi-Well Plug & Abandonment, Facilities Decommissioning, Restoration and Related Services Project.

**Small Business:** A for-profit business concern that meets the certification requirements set forth in the California Small Business Procurement and Contract Act in California Government Code section 14837(d) and California Code of Regulations title 2 sections 1896.4 (Definitions) and 1896.12 (Eligibility) including that its principal office is located in California, its owners reside in California, and it is not dominant in its field and it has average gross annual revenue of \$15 million or less over the previous three tax years.

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To be counted towards meeting the participation goals of this Agreement, a Small Business must be certified by the California Department of General Services.

**Skilled and Trained Workforce:** For purposes of this RFQ and the resulting Agreement, Skilled and Trained Workforce shall be that as defined in Public Contract Code section 2601, subdivision (d), and used and applied consistent with Chapter 2.9 of Part 1 of Division 2 of the Public Contract Code (sections 2600-2603) and Article 2.3 of Chapter 1 of Division 2 of the Public Resources Code.

**Small Business for the Purpose of Public Works:** A for-profit small business that is independently owned and operated, with its principal office located in California, and with owners, officers, members/managers, partners living in California, has an average of \$37 million or less in gross annual receipts over the previous three tax years, is not dominant in its field of operations and has 200 or fewer employees. This certification is issued by the California Department of General Services.

**State:** The State of California.

**Task Order:** All Work under this Agreement shall be performed by written, executed Task Orders (i.e., Task Orders signed by both Parties). Task Orders provide specifics and details of the Work described in this Exhibit A and a cost and rate sheet.

**Work:** All of the services, tasks, and deliverables to be provided by the Contractor and its subcontractors as required under the terms of this Agreement.

**Working Day:** Monday through Friday, except for federal and/or State holidays, between the hours of 8:00 a.m. and 5:00 p.m., Pacific Time. Lists of federal and State holidays can be found at the websites for the U.S. Office of Personnel Management and California Department of Human Resources, respectively.

**EXHIBIT A, ATTACHMENT 2: ACRONYMS**

<b>API</b>	American Petroleum Institute
<b>CalGEM</b>	The California Geologic Energy Management Division
<b>CalOES</b>	The Governor's Office of Emergency Services
<b>CCR</b>	California Code of Regulations
<b>CEQA</b>	California Environmental Quality Act
<b>C.F.R.</b>	Code of Federal Regulations
<b>CUF</b>	Commercially Useful Function
<b>DBE</b>	Disadvantaged Business Enterprise
<b>DIR</b>	The California Department of Industrial Relations
<b>DGS</b>	The California Department of General Services
<b>DOC</b>	The California Department of Conservation
<b>DVBE</b>	Disabled Veteran Business Enterprise
<b>EIR</b>	Environmental Impact Report
<b>EIS</b>	Environmental Impact Statement
<b>ERP</b>	Emergency Response Plan
<b>ETOC</b>	Estimated Top of Cement
<b>FY</b>	Fiscal Year
<b>HSP</b>	Health and Safety Plan
<b>ICS</b>	Incident Contingency System
<b>KB</b>	Kelly Bushing
<b>MB</b>	Microbusiness
<b>MIRU</b>	Move In and Rig Up
<b>MMEP</b>	Mitigation, Monitoring, and Enforcement Plan
<b>MVC</b>	Military and Veterans Code
<b>NTP</b>	Notice to Proceed
<b>OSDS</b>	Office of Small Business and DVBE Services
<b>PCC</b>	Public Contract Code
<b>PMP</b>	Project Management Plan
<b>POOH</b>	Pull Out of Hole
<b>QA</b>	Quality Assurance

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<b>QC</b>	Quality Control
<b>RFQ</b>	Request for Qualifications
<b>RIH</b>	Run In Hole
<b>SB</b>	Small Business
<b>SB-PW</b>	Small Business for the Purpose of Public Works
<b>SOQ</b>	Statement of Qualifications
<b>SRP</b>	Site and/or Lease Restoration Plan
<b>U.S. DOI</b>	United States Department of the Interior
<b>WCAG</b>	Web Content Accessibility Guidelines
<b>WellSTAR</b>	CalGEM's Statewide Well Tracking and Reporting System. It is a comprehensive electronic database under ongoing development to better handle data collection and analysis, streamline operations and processes, and adhere to requirements in state and federal law.

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**EXHIBIT A, ATTACHMENT 3: KEY PERSONNEL**

*[To be conformed in execution version with the individuals identified in the SOQ]*

Authority's Title	Employing Firm	Approved Individual	License/Registration
Project Manager			
Environmental Manager			
Quality Control Manager			
Well Engineering Specialist			
Data Specialist			
Human Resources / Public Works Specialist			

Key Personnel may be changed without amendment as specified in Exhibit D, Section 1 of this Agreement.

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**EXHIBIT A, ATTACHMENT 4: PHASE 1 WELL LIST, ABANDONMENT SPECIFICATIONS, AND MITIGATION MEASURES**

**Phase 1 Well List**

<b>District</b>	<b>Well type (Oil/Gas)/Facility</b>	<b>API/Facility ID</b>	<b>Field</b>	<b>County</b>
Southern	Waterflood	0403720383	Las Cienegas	Los Angeles
Southern	Oil & Gas	0403720455	Las Cienegas	Los Angeles
Southern	Oil & Gas	0403705177	Las Cienegas	Los Angeles
Southern	Waterflood	0403720511	Las Cienegas	Los Angeles
Southern	Waterflood	0403720372	Las Cienegas	Los Angeles
Southern	Oil & Gas	0403720609	Las Cienegas	Los Angeles
Southern	Oil & Gas	0403720194	Las Cienegas	Los Angeles
Southern	Oil & Gas	0403720203	Las Cienegas	Los Angeles
Southern	Oil & Gas	0403720191	Las Cienegas	Los Angeles
Southern	Oil & Gas	0403720308	Las Cienegas	Los Angeles
Southern	Oil & Gas	0403720165	Las Cienegas	Los Angeles
Southern	Waterflood	0403720356	Las Cienegas	Los Angeles
Southern	Oil & Gas	0403720125	Las Cienegas	Los Angeles
Southern	Waterflood	0403720628	Las Cienegas	Los Angeles

Department of Conservation

**RFQ [2023-013] – Southern District Multi-Well Plug and Abandonment, Facilities Decommissioning, Restoration and Related Services**

<b>District</b>	<b>Well type (Oil/Gas)/Facility</b>	<b>API/Facility ID</b>	<b>Field</b>	<b>County</b>
Southern	Oil & Gas	0403706333	Las Cienegas	Los Angeles
Southern	Oil & Gas	0403720439	Las Cienegas	Los Angeles
Southern	Waterflood	0403720475	Las Cienegas	Los Angeles
Southern	Oil & Gas	0403720275	Las Cienegas	Los Angeles
Southern	Waterflood	0403720476	Las Cienegas	Los Angeles
Southern	Oil & Gas	0403720564	Las Cienegas	Los Angeles
Southern	Oil & Gas	0403720502	Las Cienegas	Los Angeles
Southern	Oil & Gas	0403701160	Canoga Park	Los Angeles
Southern	Oil & Gas	0403701161	Canoga Park	Los Angeles
Southern	Oil & Gas	0403701162	Canoga Park	Los Angeles
Southern	Oil & Gas	0403701166	Canoga Park	Los Angeles
Southern	Oil & Gas	0405907151	Brea-Olinda	Orange
Southern	Oil & Gas	0403709398	Long Beach	Los Angeles
Southern	Oil & Gas	0403700494	Canoga Park	Los Angeles
Southern	Oil & Gas	0405902334	Huntington Beach	Orange
Southern	Oil & Gas	0405905532	Esperanza	Orange
Southern	Oil & Gas	0405902213	Huntington Beach	Orange



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<b>District</b>	<b>Well type (Oil/Gas)/Facility</b>	<b>API/Facility ID</b>	<b>Field</b>	<b>County</b>
Southern	Facility	90295598	Las Cienegas	Los Angeles
Southern	Facility	072	Las Cienegas	Los Angeles
Southern	Facility	90295552	Esperanza	Orange

**Plug and Abandonment, Decommissioning, and Restoration Specifications**

1. Plug and abandon the Wells, decommission the Facilities, and restore the well sites, consistent with all applicable requirements, including Public Resources Code (PRC) sections 3208, 3228, 3229, and 3230; California Code of Regulations (CCR) sections 1722, 1723 through 1723.8, 1724 through 1724.1, 1760, 1775, and 1776, and the conditions included in any permit or approval CalGEM may issue pursuant to PRC section 3229; and, until that work is complete, perform remedial work and testing as necessary to prevent damage to life, health, property, and natural resources.
2. Follow specifications in Section 2.5.4.1 of Exhibit A (Scope of Work)
3. Conform to individual abandonment permit specifications. In the event of a conflict, permit specifications supersede any specification set forth in this Agreement.
4. (Additional specifications may be specified in a Task Order)

**Mitigation Measures**

1. (May be specified in a Task Order)

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**EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Budget Contingency Clause**

- 1.1. It is mutually agreed that this Agreement shall be of no further force and effect if the Budget Act of the current year and/or any subsequent years, if applicable, covered under this Agreement does not appropriate sufficient funds for the Work identified in Exhibit A. In this event, the DOC shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provision of this Agreement.
- 1.2. After execution or commencement of this Agreement, if the funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Project, the DOC shall have the option to either: 1) cancel this Agreement with no further liability occurring to the DOC; or 2) offer an amendment to the Agreement to reflect the reduced amount.
- 1.3. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this DOC program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the United States of America or California State Legislature during the Agreement term, that affects the provisions, terms, or funding of this Agreement in any manner.

**2. Invoicing and Payments**

- 2.1 Each Task Order for Work to be performed under this Agreement shall include a price negotiated and agreed to by the Parties. Task Order budgets may be established using a fixed fees for contract deliverables and/or a rate schedule. See Attachment 1 to this Exhibit B.
- 2.2 For services satisfactorily rendered in accordance with the terms of this Agreement (and Task Orders), and upon receipt and approval of the invoices by the DOC's Contract Manager, the DOC agrees to compensate the Contractor for actual hours worked and/or actual costs incurred.
- 2.3 The Contractor shall not charge for invoicing or be reimbursed for the administrative act of invoicing the DOC for Work performed under the Agreement.
- 2.4 The DOC is not responsible for any costs or time expended to correct the errors, omissions, and/or negligence of Contractor, Contractor's staff, or any Subcontractor's retained by the Contractor to perform the Work.
- 2.5 No payment shall be made in advance of services rendered.
- 2.6 No payment shall be made for work performed after (1) the term of this Agreement or (2) funding has been exhausted, whichever comes first. The DOC

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will notify the Contractor at least thirty (30) days in advance if funding will be exhausted.

2.7 The total amount payable by the DOC for this Agreement shall not exceed the amount on the STD 213. It is understood and agreed that this total is the maximum amount payable to the Contractor and that the actual amount of Work requested by the DOC, and payment therefor, may be less.

2.8 The Contractor shall provide one electronic original copy of the invoice for payment. Invoices shall be submitted to [ServiceContracts@conservation.ca.gov](mailto:ServiceContracts@conservation.ca.gov) no more than monthly in arrears and no later than 30 days after completion of each billing period or upon completion of a task.

The subject line of the electronic transmittal shall include the Agreement number and the Invoice number. The Contractor shall also electronically submit one additional courtesy copy of the invoice and supporting documentation to the DOC's Contract Manager or designee at the email address identified in Exhibit A.

If requested by the DOC, the Contractor shall provide paper copies of the invoice for payment, receipts and other documentation identified in Section 3 of this Exhibit B.

2.9 The date of invoice delivery shall be the date the DOC receives the electronic original copy to the Accounting Office at the email address listed in Section 2.8 of this Exhibit B.

2.10 The DOC will verify and approve or disapprove the invoice item(s). If the DOC does not approve invoice item(s), the DOC will dispute the invoice, per the Prompt Payment Act, and provide an opportunity to the Contractor to resolve the dispute.

2.11 Ten percent (10%) shall be withheld from each invoice. The amount withheld on a previous invoice shall be released upon receipt and approval of the following invoice, unless retention of such funds is needed to reflect the value of the funds estimated to be received by the Contractor for sales of salvaged materials as provided in Section 9.

2.12 The Contractor shall provide the DOC with certified payroll records for all worksite employees weekly in arrears as outlined by California Labor Code, sections 1720-1861, and Part 5 of Title 29 of the Code of Federal Regulations.

### **3. Invoice Content**

An invoice shall consist of, but not be limited to, the following:

3.1 Contract number, the billing address of the DOC, the Contractor's name and address, the date of the invoice, the billing period, and the date(s) of performance.

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- 3.2 If applicable, the Contractor's loaded hourly billing rates by individual. Each invoice shall include actual hours incurred, cumulative hours incurred to date, and budgeted hours for each individual by workplan category or task (as specified in Exhibit B, Attachment 1 and by reference to Task Orders, as applicable) during the billing period.
- 3.3 Actual, allowable other direct costs, including special equipment if requested by the DOC, miscellaneous costs, and materials.
- 3.4 If applicable, an indication if the Contractor is certified as a California Certified Small Business (SB), Microbusiness (MB), Small Business for the Purpose of Public Works (SB-PW), Disabled Veteran Business Enterprise (DVBE), or Disadvantaged Business Enterprise (DBE). Subconsultant and vendor invoices shall also indicate whether a subcontractor or vendor is an SB, MB, SB-PW, DVBE, or DBE.
- 3.5 By workplan category or task (as specified in Exhibit B, Attachment 1 and by reference to Task Orders, when applicable): cumulative amounts, budgeted per Task Order, billed to date, current billing, and balance of funds.
- 3.6 Documentation to support the progress of the Work performed during the billing period.
- 3.7 A narrative that documents the progress of the Work including a description of Contractor's and its subcontractors' activities performed under this Agreement during the billing period.
- 3.8 Subcontractors' and vendors' invoices.
- 3.9 For each line item, where applicable, a statement as to salvage value received, consistent with Section 9 of this Exhibit B. The DOC may request an itemized list of all items salvaged and sold.
- 3.10 The Contractor shall retain supporting documentation of amounts invoiced for audit purposes available to the DOC upon request. The Contractor shall include appropriate provisions in each of its subcontracts/subagreements to secure adequate supporting documentation to verify all subcontractor services and expenses invoiced for payment under this Agreement.

**4. Cost Principles**

Any costs for which payment has been made to the Contractor that are determined by subsequent audit to be unallowable are subject to repayment by the Contractor to the DOC.

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**5. Prompt Payment Act**

Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq. The date of invoice delivery shall be the Working Day the DOC receives the electronic original at the email address listed in Section 2.8 of this Exhibit B.

**6. Excise Tax**

The state is exempt from federal excise taxes, and no payment will be made for any federal excise taxes levied on the Contractor. The DOC will only pay for any state or local sales or use taxes on the services rendered to the DOC pursuant to this Agreement. For clarification on excise tax exemptions, refer to the State Administrative Manual section 3585.

**7. Invoice Disputes**

Payments shall be made to the Contractor for undisputed invoices. An undisputed invoice is an invoice submitted by the Contractor for services rendered and for which additional evidence is not required to determine its validity. The invoice will be disputed if all deliverables due for the billing period have not been received and approved, if the invoice is inaccurate, or if it does not comply with the terms of the Agreement. If the invoice is disputed, the Contractor will be notified via a Dispute Notification Form, or with other written notification within 15 Working Days of receipt of the invoice; the Contractor will be paid the undisputed portion of the invoice.

**8. Additional Work and Budget Revisions**

- 8.1 If, following execution of a Task Order, it becomes evident that additional Work is required to complete the Task Order, the Contractor shall immediately notify the DOC's Contract Manager.
- 8.2 Unless additional work is necessary to prevent a spill, release, or other safety risk and in the Contractor's professional judgement there is not sufficient time to contact the DOC for prior verbal authorization, no additional Work shall be started until the DOC's Contract Manager has authorized the need for the additional Work.
- 8.3 When requesting authorization to perform additional Work, the Contractor must provide in writing a brief explanation justifying the need for the additional Work and a firm estimate that clearly itemizes and describes all costs associated with the additional Work, totaling the amount being requested.
- 8.4 Failure to follow this process will require the DOC to reject the invoice for the work because it will be considered unauthorized and the Contractor's remedy will be to submit a claim for payment through the Government Claims Board.

**9. Salvage Values**

- 9.1 The Contractor shall determine for each project site if there is any well equipment or surface or subsurface equipment and materials that can be salvaged. The Contractor is solely responsible for the sales of such salvaged equipment and materials, and the amount the Contractor receives from the sales shall be deducted from the amount otherwise owed by the DOC to the Contractor.
- 9.2 The Contractor must retain copies of all records for the sales of salvaged materials for a period of three (3) years from the date of sale. Copies of such records shall be made available to the DOC within thirty (30) days of the DOC's request.

**EXHIBIT B, ATTACHMENT 1: COST AND RATE SHEET**

**CONTRACTOR INSTRUCTIONS FOR DEVELOPING CONTRACT COST PROPOSAL/RATE SHEET**

The DOC will work directly with the prime Contractor and Subcontractors concerning the Agreement and the Cost Proposal/Rate Sheet. The prime Contractor is responsible for coordinating with its Subcontractors to develop the Cost Proposal/Rate Sheet. The prime Contractor is responsible for obtaining valid cost proposal/rate sheet information and/or forms from its Subcontractors and submitting that information to DOC. The prime Contractor is required to have a designated Point of Contact to work with DOC.

Fixed Costs by Task

The prime Contractor should develop a table or spreadsheet that identifies each task to be completed under the Task Order, broken up into appropriate subtasks such as individual wells. These are fixed, not-to-exceed costs. Include space to deduct any salvage values.

Rates for Major Cost Categories of Additional Work

The prime Contractor may also include a table or spreadsheet that identifies the rates for additional cost categories beyond the tasks with fixed costs. Ideally, most costs will be expressed as a fixed cost, but a rate sheet may be used to cover cost categories that are not assigned to a particular fixed cost, and which are contingent or unexpected (i.e., endangered species results in a stop work order and there are extra, unexpected rig costs). To the extent rate costs are agreed to, this section should also stipulate when the rates apply (i.e., rig costs are due to circumstances beyond the Contractor's control).

**DOC Review of Cost Proposal/Rate Sheet Form** - The Contractor's Cost Proposal/Rate Sheet Form will be subject to DOC review.

1. To assist DOC personnel, the prime Contractor shall provide a contact person's name, telephone number, and email address for the prime Contractor and each Subcontractor.
2. For each Subcontractor, the prime Contractor shall identify the estimated total percentage or dollar value of the Work anticipated to be performed by the Subcontractor on Form A (Schedule of Subcontractor(s)).
3. The prime Contractor and its Subcontractors are required to provide supporting documentation for all proposed costs and rates.
4. If a revised Cost Proposal/Rate Sheet is required of the prime Contractor and Subcontractors as a result of audit findings and/or cost negotiations, the prime Contractor will provide a revised Cost Proposal/Rate Sheet with all requested revisions and a revision date. The Cost Proposal/Rate Sheet revision date shall be the same for the prime Contractor and Subcontractors and shall be on all pages of the revised Cost Proposal/Rate Sheet.

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**EXHIBIT C: GENERAL TERMS AND CONDITIONS**

GTC 04/2017

Under the DOC's standardized agreement process, a hardcopy of Exhibit C, GTC 04/2017, is not included in the Agreement but is incorporated herein by reference. As indicated on the STD 213, a copy of Exhibit C can be found at the [Department of General Services State Contract Language Page](#).

Please contact the DOC's contract manager if you require a hard copy.

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**EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

**1. Contract Management**

- 1.1 The Contractor's Contract Manager is responsible for the day-to-day Work status, decisions, and communications with the DOC's Contract Manager. The Contractor may change its Contract Manager by giving written notice to the DOC, but the DOC reserves the right to approve any substitution of the Contract Manager. This approval shall not be unreasonably withheld.
- 1.2 There shall be no change in the Contractor's Contract Manager, Key Personnel, or key members of the Contractor's team, including those listed in Exhibit A, Attachment 3, without prior written approval by the DOC's Contract Manager. The new Key Personnel or key members of the Contractor's team shall have the qualifications identified in the procurement documents for this Agreement and should have qualifications equal to or greater than the qualifications of the personnel they are replacing. Approval shall not be unreasonably withheld. If the Contractor obtains approval from the DOC's Contract Manager to add or substitute personnel, the Contractor must provide the written request on the Contractor's letterhead, a copy of the resume for the additional or substituted personnel, along with a copy of the payroll verification for that person.
- 1.3 The DOC, at its sole discretion, may provide written notice requiring that the Contractor remove or terminate from the Agreement any personnel of the Contractor, subcontractor or supplier that the DOC deems objectionable.
- 1.4 The DOC may change its Contract Manager at any time by giving written notice to the Contractor without an amendment.

**2. Subagreements**

- 2.1 For purposes of this Agreement, the provisions of this Agreement that apply to subcontractors apply to subagreements/subcontracts with subcontractors, at all tiers.
- 2.2 Nothing contained in this Agreement or otherwise shall create any contractual relationship between the DOC and any subcontractors, and no subcontract/subagreement shall relieve the Contractor of its responsibilities and obligations under this Agreement. The Contractor agrees to be fully responsible to the DOC for the acts and omissions of its subcontractors, including for persons either directly or indirectly employed by those subcontractors, to the same extent the Contractor is liable for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the Contractor. The Contractor's obligation to pay its subcontractor is an independent obligation from the DOC's obligation to make payment to the Contractor. As a result, the DOC shall have no

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obligation to pay or enforce the payment of any moneys to any subcontract/subagreement.

- 2.3 The Contractor shall perform the Work contemplated with resources available within its own organization, and no portion of the Work shall be subcontracted without written authorization by the DOC's Contract Manager, except that which is expressly identified in a Task Order. Unless specifically noted otherwise, any subcontract/subagreement in excess of \$25,000 entered into as a result of this Agreement shall contain all the applicable provisions stipulated in this Agreement.
- 2.4 The Contractor shall pay its subcontractors within seven days from receipt of each payment made to the Contractor by the State.
- 2.5 Any substitution of subcontractors must be approved in writing by the DOC's Contract Manager in advance of assigning work to a substitute subcontractor. The DOC can request that the Contractor replace a subcontractor for good cause, such as poor performance.

**3. Confidentiality of Data**

- 3.1 All financial, statistical, personal, technical, or other data and information relative to the DOC's operations, which is designated confidential by the DOC and made available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure. The Contractor shall implement appropriate measures designed to ensure the confidentiality and security of all data and information designated confidential by the DOC, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to the DOC, or an individual identified within the data.
- 3.2 The Contractor shall protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates.
- 3.3 The Contractor agrees to store all DOC data, including backup data as part of its backup and recovery processes, in encrypted form, using no less than an Advanced Encryption Standard (AES) 128-bit encryption key.
- 3.4 Permission to disclose information on one occasion or during a public hearing held by the DOC relating to this Agreement shall not authorize the Contractor to disclose further such information or disseminate the same on any other occasion.

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- 3.5 The Contractor shall not comment publicly to the press or any other media regarding this Agreement or the DOC's actions on the same, except to the DOC's staff, Contractor's own personnel, including subcontractors, affiliates, and vendors, involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative Committee.
- 3.6 The Contractor shall not issue any news release or public relations item of any nature whatsoever regarding Work performed or to be performed under this Agreement without prior review of the contents thereof by the DOC and receipt of the DOC's written permission.
- 3.7 The DOC may reasonably request that the Contractor protect the confidentiality of certain data in a specified manner to ensure that confidentiality is maintained. The Contractor has the right to reasonably decline the DOC's request. In the event that such a request requires the DOC to take steps beyond those otherwise required by this Section 3.1 in order for the Contractor to comply, the Contractor shall notify the DOC as to the cost of compliance, and the DOC may thereafter, in its sole discretion, direct the Contractor to take such steps.
- 3.8 Upon the expiration or earlier termination of this Agreement, Contractor shall (a) destroy all forms of Confidential Information of the DOC, including any and all copies thereof, and those portions of any documents, memoranda, notes, studies and analyses prepared by the Contractor that contain, incorporate or are derived from such Confidential Information and provide written certification of such destruction to the DOC in a form reasonably acceptable to the DOC, provided that the Contractor have the right to retain one copy of any such Confidential Information for archival purposes, provided such copy shall continue to be maintained on a confidential basis subject to the terms of this Agreement, and (b) Immediately cease use of such Confidential Information as well as any information or materials that contain, incorporate, or are derived from such Confidential Information. This provision may be waived at the DOC's sole discretion.
- 3.9 The confidentiality obligations shall survive termination of this Agreement with the Contractor for a period of 35 years, or for so long as the information remains confidential, whichever is longer, and will inure to the benefit of the DOC and its successors and assigns.
- 3.10 Any subcontract/subagreement entered into as a result of this Agreement shall contain the exact text of all of the provisions of this Confidentiality of Data clause, regardless of dollar amount of the subcontract/subagreement.

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**4. Settlement of Disputes**

- 4.1 The Parties agree to use their best efforts to resolve disputes arising under this Agreement in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the Parties.
- 4.2 To the extent consistent with law, rules, and regulations, any dispute that is not disposed of by mutual agreement in Section 4.1 above will be decided by the DOC's Director, acting Director, or designee, who may consider any written or verbal evidence submitted by the Contractor. The decision of the Director, acting Director, or designee, issued in writing, will be the final decision of the DOC.
- 4.3 In the event of a dispute, the language contained within this Agreement shall prevail over any other language, including that of the Statement of Qualifications.
- 4.4 Neither the pendency of a dispute nor its consideration by the Director, acting Director, or designee, will excuse the Contractor from full and timely performance in accordance with the terms of this Agreement.

**5. Termination**

- 5.1 Termination for Cause: In accordance with Section 7 of Exhibit C: GTC 04/2017, the DOC reserves the right to terminate this Agreement immediately in the event of breach or failure of performance by the Contractor.
- 5.2 In the event of a breach by the Contractor, the Contractor may be liable to the DOC for the difference between the Contractor's price and the actual cost of performing the Work under a new agreement (in addition to any other remedies).
- 5.3 Termination for Convenience: Either Party may terminate this Agreement upon 30 days written notice to the other.
- 5.4 Termination Issues for Subcontractors, Suppliers, and Service Providers: The Contractor shall notify any Subcontractor and service or supply vendor providing services under this Agreement of the early termination date of this Agreement. Failure to notify any Subcontractor and service or supply vendor shall result in the Contractor being liable for the termination costs incurred by any Subcontractor and service or supply vendor for Work performed under this Agreement, except those specifically agreed to by the DOC in writing.
- 5.5 Contractor Claims Against this Agreement Under Early Termination: The Contractor agrees to release the DOC from any and all further claims for services performed arising out of this Agreement, or its early termination, upon acceptance by the Contractor of payment for costs actually incurred for Work

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performed prior to receipt of the notice of termination and actual costs incurred as a result of termination, including the costs of preparing files for return to the DOC as required by Section 10 of this Exhibit D.

**6. Non-waiver**

- 6.1 Either Party's waiver of any breach or failure to enforce any of the terms, covenants, conditions, or other provisions of the Agreement at any time shall not affect the validity of this Agreement in whole or in part and shall not in any way limit or waive that Party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision, any course of dealing or custom of the trade notwithstanding. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. Furthermore, if the Parties make and implement any interpretation of the Agreement without documenting such interpretation by an instrument in writing signed by both Parties, such interpretation and implementation thereof will not be binding in the event of any future disputes. The consent by one Party to any act by the other Party requiring such consent shall not be deemed to render unnecessary the obtaining of consent to any subsequent act for which consent is required, regardless of whether similar to the act for which consent is given.
- 6.2 No act, delay, or omission done, suffered, or permitted by one Party or its agents shall be deemed to waive, exhaust, or impair any right, remedy, or power of such Party under any Agreement, or to relieve the other Party from the full performance of its obligations under the Agreement. No remedy available in this Agreement is intended to be exclusive of any other remedy, and every remedy shall be cumulative and shall be in addition to every other remedy provided therein or available at law or in equity. No custom or practice between the Parties in the administration of the terms of the Agreement shall be construed to waive or lessen the right of a Party to insist upon performance by the other Party in strict compliance with the terms of the Agreement.
- 6.3 No waiver of any term, covenant, or condition of the Agreement shall be valid unless in writing and signed by the Party providing the waiver.

**7. Headings and Rules of Construction**

The titles of sections and subsections herein have been inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein. All references herein to the singular shall include the plural, and vice versa. Unless otherwise specified, the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation."

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**8. Stop Work**

- 8.1 The DOC's Contract Manager may, at any time, by written notice to the Contractor, require the Contractor to stop all or any part of the Work in this Agreement.
- 8.2 Upon receipt of such stop work order, the Contractor shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to Work stopped. The Contractor shall immediately advise the DOC if the stop work order creates a situation that would present a danger to the health or safety of any person. The DOC shall review such information and may direct the Contractor to proceed in the manner determined by the DOC.
- 8.3 The Contractor shall resume the stopped Work only upon receipt of written instruction from the DOC's Contract Manager canceling the stop work order.
- 8.4 An equitable adjustment shall be made by the DOC based upon a written request by the Contractor for an equitable adjustment to this Agreement in the event of a stop work order. Such adjustment request must be made by the Contractor within 30 days from the date of receipt of the stop work order and be supported by documentation.

**9. Nondiscrimination**

- 9.1 During the performance of this Agreement, the Contractor and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- 9.2 The Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (California Code of Regulations, title 2, section 11000, et seq.) and the provisions of article 9.5, Chapter 1, Part 1, Division 3, title 2 of the Government Code (sections 11135-11139.5).
- 9.3 The Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the DOC upon reasonable notice at any time

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during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or the DOC shall require to ascertain compliance with this clause.

9.4 The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9.5 The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts/subagreements to perform work under this Agreement.

**10. Ownership of Data**

10.1 During the term of this Agreement, and upon completion of any and all Work under this Agreement, all intellectual property rights, ownership, and title to all reports, documents, plans, specifications, electronic documents, and estimates produced as part of this Agreement will automatically be vested in the DOC and no further agreement will be necessary to transfer ownership to the DOC. The Contractor shall furnish the DOC all necessary copies of data.

10.2 The Contractor is not liable for claims, liabilities, or losses arising out of, or connected with, the modification or misuse by the DOC of the electronic machine readable information and data provided by the Contractor under this Agreement; further, the Contractor is not liable for claims, liabilities, or losses arising out of, or connected with, any use by the DOC of the Project documentation on other projects, for additions to this Project, or for the completion of this Project by others, except for such use as may be authorized, in writing, by the Contractor.

10.3 Any subcontract/subagreement in excess of \$25,000, entered into as a result of this Agreement, shall contain all of the provisions in this clause.

10.4 "Generated data" is data that the Contractor has collected, collated, recorded, deduced, read out, or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model, or software system developed or substantially modified by the Contractor in the performance of this Agreement at the DOC's expense, together with complete documentation thereof, shall be treated in the same manner as "generated data." "Generated data" shall be the property of the DOC, unless and only to the extent that it is specifically provided otherwise in this Agreement. "Generated data," as defined herein, shall not include proprietary data, as defined below.

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10.5 "Proprietary data" is such data as the Contractor has identified in a satisfactory manner as being under Contractor's control prior to commencement of performance of this Agreement, and which Contractor has reasonably demonstrated as being of a proprietary nature either by reason of copyright, patent, or trade secret doctrines in full force and effect at the time when performance of this Agreement is commenced. The title to "proprietary data" shall remain with the Contractor throughout the term of this Agreement and thereafter. The extent of the DOC's access to and the testimony available regarding the proprietary data shall be limited to that reasonably necessary to demonstrate, including in a scientific manner to the satisfaction of scientific persons when applicable, the validity of any premise, postulate, or conclusion referred to or expressed in any deliverable for this Agreement.

## **11. Survival**

The Contractor's obligations under Exhibit D: Section 3, Confidentiality of Data, Exhibit D: Section 5, Termination, Exhibit D: Section 10, Ownership of Data, Exhibit E: Section 2, Indemnification, Exhibit E: Section 11, Insurance, to the extent such insurance is required to be maintained past the Agreement term, and any other provisions that impose an obligation of confidentiality and/or nondisclosure shall survive the termination, expiration, and/or end date of this Agreement unless otherwise stated within the provision. Subcontracts/subagreements entered into with subcontractors, regardless of dollar amount, shall contain this provision for the benefit of the DOC.

## **12. Compliance with Laws**

The Contractor shall follow all applicable laws, codes, and regulations in carrying out the Work.

## **13. Electronic Signatures**

In accordance with the Uniform Electronic Transactions Act, California Civil Code sections 1633.1-1633.17 and State Administrative Manual Management Memo 20-07, electronic signatures or e-signatures are acceptable on contract forms, invoices, and documents and have the same legal effect or enforceability as if they were an "original" or "wet" signature. The DOC and the Contractor signatories must have unequivocally approved the same document.

## **14. Counterparts**

This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, all of which together shall constitute one and the same instrument. Counterparts of this Agreement may be exchanged via email or other electronic means, and any email or electronic exchange of a Party's signature, or any digital signature of a Party, which complies



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with the Uniform Electronic Transactions Act, shall be deemed to be an original signature for all purposes.

**15. Severability**

This provision is in addition to the Unenforceable Provision requirements contained in Exhibit C: GTC 04/2017. If this provision conflicts with Exhibit C: GTC 04/2017, the terms of Exhibit C: GTC 04/2017 control over the terms of this clause. If any provision of this Agreement is prohibited by law, invalid, or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect; provided that in such event the Parties hereto shall in good faith attempt to replace the invalid or unenforceable provision with one that is valid and enforceable and comes as close as reasonably possible to expressing or achieving the intent of the Parties with regard to the original provision. Upon agreement of the Parties, this Agreement shall be amended by a signed writing, as set forth in Section 6 of Exhibit A, to incorporate the substitute language.

**16. Entire Agreement**

This Agreement, with its Exhibits and Attachments stated on the STD 213 represents the entire and integrated agreement between the DOC and the Contractor, and supersedes and replaces all prior and contemporaneous understandings, agreements, arrangements, negotiations, and representations, whether written or oral, with respect to the subject matter hereof.

**17. Submittal Requirements**

When this Agreement requires the Contractor to give invoices, reports, or other documents to the DOC, the Contractor must use email unless this Agreement specifically requires that the document be sent by mail. All email must contain the Agreement number and the Contractor's name in the subject line. The DOC may at any time designate new systems and processes for use by Contractor to make available or provide such submittals and information to the DOC, which Contractor shall use as directed by the DOC.

**18. Standards of Conduct**

The Contractor shall maintain a satisfactory standard of employee competency, appearance, conduct, and integrity, and shall be responsible for taking such disciplinary action with respect to their employees as may be necessary.

**19. Contractor Name Change and Assignment**

**19.1 Name or Business Entity Change**

An amendment to this Agreement is required to change the Contractor's name or business entity as specified in this Agreement. Upon receipt of legal documentation of a name or business entity change, the DOC may process a formal written amendment to this Agreement to reflect the change. The DOC reserves the right to deny the amendment if the DOC is not satisfied the new

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entity can perform in the same manner as the prior entity. Invoices for Work under the new name or business entity shall not be paid prior to execution of a written amendment.

The Contractor will notify the DOC if its address changes, but such change will not require a contract amendment.

**19.2 Assignment**

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the DOC in the form of an approved written amendment to this Agreement. Upon receipt of official documentation justifying an assignment (e.g., certified filing from the California Secretary of State, sales agreement signed by both Parties, Notice of Assignment signed by both Parties), the DOC may process a formal written amendment to assign this Agreement. The Contractor must continue to provide all work/services required under this Agreement prior to execution of a written amendment to this Agreement for an assignment. Invoices for services performed prior to execution of a written amendment to this Agreement for an assignment must be submitted under the assigning Contractor's name as currently specified in this Agreement in order to be paid.

**20. Small Business Participation, Disabled Veteran Business Enterprise and Disadvantaged Business Entity Participation Goals and Reporting Requirements**

The Contractor commits to meet or exceed an overall 10 percent participation from Small Business, Disabled Veteran Business Enterprise, and Disadvantaged Business Entity, which may be achieved by subcontracting with any combination of SB/MB/SB-PW/DBE/DVBEs.

Each certified SB, MB, SB-PW, DVBE and DBE identified by the Contractor must perform a CUF in the performance of the entire Agreement as defined in Govt. Code section 14837(d)(4).

**20.1 SB, DVBE and DBE Reporting Requirements**

The following requirements either restate, or are in addition to, the SB and DVBE reporting requirements contained in Section 19 of the General Terms and Conditions (GTC 04/2017) in Exhibit C of this Agreement:

- a. The Contractor shall within 60 days of receiving final payment under this Agreement, or within such other time period as may be specified elsewhere in this Agreement, report to the DOC the actual percentage of SB participation that was achieved. (Govt. Code § 14841.) SB, MB, and SB-PW classifications are included within this reporting requirement.

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- b. The Contractor shall within 60 days of receiving final payment under this Agreement, or within such other time period as may be specified elsewhere in this Agreement, certify in a report to the DOC:
  - i. The total amount the prime Contractor received under the Agreement;
  - ii. The name and address of any DVBE(s) that participated in the performance of the Agreement;
  - iii. The amount each DVBE received from the prime Contractor;
  - iv. That all payments under the Agreement have been made to the DVBE; and
  - v. The actual percentage of DVBE participation that was achieved, based on the total Agreement dollars received by the Contractor. This data shall be accurately completed on the prime Contractor's Certification DVBE Subcontracting Report (STD 817) upon contract completion. The DOC shall withhold \$10,000, or full payment if less than \$10,000, from a prime Contractor's final payment pending receipt of a complete and accurate STD 817. (MVC § 999.5(d), 999.55, 999.7(a).)
- c. The Contractor shall within 60 days of receiving final payment under this Agreement, or within such other time period as may be specified elsewhere in this Agreement, certify in a report to the DOC:
  - i. The total amount the prime Contractor received under the Agreement;
  - ii. The name and address of any DBE(s) that participated in the performance of the Agreement;
  - iii. The amount each DBE received from the prime Contractor;
  - iv. That all payments under the Agreement have been made to the DBE; and
  - v. The actual percentage of DBE participation that was achieved.

In addition, the Contractor shall submit to the DOC a monthly progress report that includes the information in items (a-j) below regarding SB utilization, which shall include SB (including MB and SB-PW reported separately), DVBE and DBE categories at all tiers. The Monthly Small Business Utilization and Prompt Payment Report will be used to keep a running tally of the actual amount paid to SBs, including MBs and SB-PW, DVBEs and DBEs for work performed under the Agreement. The requirements in this Exhibit D, Section 20 shall also include any amended portion of the Agreement.

The Contractor shall submit the Monthly Small Business Utilization and Prompt Payment Report to the DOC's Contract Manager or designee no later than the 15th of each month under the Agreement. The Monthly Small Business Utilization and Prompt Payment Report shall be executed as provided in item (j)

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below. A Person that knowingly provides false information shall be subject to a civil penalty for each violation. (MVC § 999.5(d); and Govt. Code § 14841.)

The Monthly Small Business Utilization and Prompt Payment Report shall include and verify the following:

- a. Name of each SB, MB, SB-PW, DVBE and DBE participating under the Agreement.
- b. Type of work assignment designated to each SB, MB, SB-PW, DVBE and DBE.
- c. The type of classification of each subcontractor, SB (including MB and SB-PW reported separately), DVBE and DBE related to the work assignment.
- d. The date of the invoice submitted by each SB, MB, SB-PW, DVBE and DBE during the reporting period.
- e. The amount invoiced by each SB, MB, SB-PW, DVBE and DBE during the reporting period.
- f. The amount invoiced to date by each SB, MB, SB-PW, DVBE and DBE.
- g. The eligible dollars committed to each SB, MB, SB-PW, DVBE and DBE, including:
  - i. The eligible dollars paid to each SB, MB, SB-PW, DVBE and DBE during the reporting period;
  - ii. The eligible dollars paid to the SB, MB, SB-PW, DVBE and DBE as a result of an amendment to the Agreement; and
  - iii. The eligible dollars paid to date for each SB, MB, SB-PW, DVBE and DBE.
- h. The eligible dollars paid to date as a percentage of the total commitment to each SB, MB, SB-PW, DVBE and DBE, based on the total dollars received under the Agreement by the Contractor.
- i. The tier hierarchy of each subcontractor included in the report.
- j. The signature of an authorized representative of the Contractor that certifies under penalty of perjury that the information contained in the report is true and correct.

**20.2 Miscellaneous Reporting**

In addition to all other reporting required under this Agreement, the Contractor shall also report on a monthly basis:

- a. The number of workers performing work under the Agreement (including subcontractor employees);

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- b. Wages for every worker performing work under the Agreement (including subcontractor employees);
- c. The percentage of workers employed under the Agreement (including subcontractor employees) that have graduated from state-approved apprenticeship programs;
- d. The percentage of workers employed under the Agreement (including subcontractor employees) that transitioned from the oil and gas production industry since January 1, 2023.

**21. Site Access**

The DOC will secure, or has secured, rights of ingress and egress to the locations where the Work will be performed or has exercised its authority to access sites. The DOC will provide the Contractor with a copy of any Access Agreement(s) and the Contractor must abide by and must have its employees and subcontractors abide by the Access Agreement(s). If the Contractor enters into any agreement with the landowner(s) of any well site locations the performance and obligations under such agreement(s) is the sole responsibility and obligation of the Contractor, and the DOC shall not have any obligations or responsibilities under such separate agreement(s).

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**EXHIBIT E: ADDITIONAL TERMS AND CONDITIONS**

**1. Order of Preference**

1.1. The Work to be performed under this Agreement shall be in accordance with the Scope of Work as detailed in Exhibit A, and the Contractor's Statement of Qualifications (SOQ) received, which is attached hereto. All documents listed in this section below are specifically incorporated by reference into this Agreement. In the event of any inconsistencies or ambiguities in this Agreement, the following documents shall be used to interpret the Agreement in the order of precedence stated:

1. Terms of this Agreement and any amendments.
2. Approved Task Orders.
3. Contractor's SOQ received [November 30, 2023] [, including Offeror's Clarification(s)].
4. Request for Qualifications No. 2023-013, including [Addendum XX ] dated [INSERT]].

**2. Indemnification**

2.1 Contractor agrees to indemnify, defend, and hold harmless the DOC, State of California, their officers, agents, and employees from any and all claims, demands, costs, or liability to the extent caused by the negligence or wrongful acts, errors, or omissions of the Contractor. The Contractor will reimburse the DOC for any expenditure, including reasonable attorney fees Incurred by the DOC in defending against claims ultimately determined to be due to negligent or wrongful acts, errors, or omissions of the Contractor. The Contractor's indemnification herein with regard to third parties shall arise only to the extent caused by the negligence or wrongful acts, errors, or omissions of the Contractor, or those under the Contractor's control, with regard to such third parties.

2.2. The Contractor shall not be responsible for or obligated to indemnify the DOC from claims, demands, costs, or liability to the extent caused by the DOC's active negligence or sole negligence.

2.3. This provision is in addition to the Indemnification requirements contained in Exhibit C: GTC 04/2017. If this provision conflicts with Exhibit C: GTC 04/2017, the terms of Exhibit C: GTC 04/2017 control over the terms of this clause.

**3. Access to Sites and Records**

The DOC staff and/or its representatives shall have reasonable access to all sites and records related to this Agreement.

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**4. Force Majeure**

- 4.1. Except for defaults of subcontractors, neither Party shall be responsible for delays nor failures in performance resulting from acts beyond the control of the offending Party. Such acts shall include Acts of God, fire, flood, earthquake, other natural disasters, nuclear accident, strike, lockout, riot, freight embargo, or public regulating utility or governmental statutes or regulations superimposed after the fact. The Contractor shall not be liable for damages of such delay or failure, if a delay or failure to perform by the Contractor arises out of a default of its subcontractor, and if such default arises out of the following:
- Causes beyond the control of both the Contractor and subcontractor, and
  - Without the fault or negligence of either of them.
- 4.2. However, with respect to supplies or services to be furnished by the subcontractor that were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule, the Contractor and its subcontractors will be held liable for damages of such delay or failure.

**5. Prevailing Wage and Labor Requirements**

Pursuant to Public Resources Code section 3125, this Agreement entails performance of “public work” for purposes of California Labor Code section 1770 et seq. Additionally, due to this Agreement being funded with federal assistance, the Agreement is also subject to the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of the 29 C.F.R. pt. 5 as may be applicable. Contractor will cause work pursuant to the Agreement which is covered by the California Prevailing Wage Law (California Labor Code section 1720, et seq.) (“Covered Work”) to be performed as a public work for purposes of California Labor Code section 1770, in compliance with California Labor Code section 1770 et seq., the Davis-Bacon Act, and related laws, implementing regulations, and guidance. Work in furtherance of the Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations (“DIR”) and United States Department of Labor.

- 5.1 The Contractor and Subcontractors must be registered with DIR, pursuant to California Labor Code section 1725.5 and 1771.1, subdivision (a). The Contractor shall provide proof of DIR registration to the DOC upon request.
- 5.2 The Contractor shall ensure the following, in compliance with California Labor Code section 1770 et seq. and related laws, California Code of Regulations, title 8, section 16000 et seq., and guidance issued by DIR:
- 5.2.1 All Contractors, and Subcontractors of any tier, are and remain DIR Registered Contractors at all times during the performance of the work.

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Contractor was required to provide the DOC with evidence of such registration by each prospective subcontractor prior to entry into the subcontract, pursuant to California Labor Code section 1771.1, subdivision (b).

- 5.2.2 Workers employed in furtherance of this Agreement by the Contractor, or by any Subcontractor, to perform Covered Work are compensated and employed in compliance with the prevailing wage determinations issued by the DIR pursuant to California Labor Code section 1771 or the U.S. Department of Labor under the federal Davis-Bacon Act. The Contractor shall pay whichever of the two wages (state or federal) is higher for each applicable job classification. [DIR prevailing wage determinations](#) and [federal prevailing wage determinations](#) are available to be viewed online. The Contractor is responsible for the determination of proper classifications of work for prevailing wage purposes, and for ensuring that the applicable prevailing wages are paid.
- 5.2.3 Notices regarding applicable prevailing wage rates are posted at each job site, or at a single location that is readily available to all workers, as required by the Davis-Bacon Act (see 48 C.F.R. section 22.404-10) and California Labor Code section 1771.4 and implementing regulations.
- 5.2.4 The Contractor and all Subcontractors shall:
  - 5.2.4.1 Keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in furtherance of the Agreement, as required by California Labor Code section 1776;
  - 5.2.4.2 Verify such payroll records under penalty of perjury under the laws of the State of California, as described in California Labor Code section 1776;
  - 5.2.4.3 Following the DOC's provision of notice to DIR pursuant to California Labor Code section 1773, submit such records directly to the California Labor Commissioner, as required by California Labor Code section 1771.4, subdivision (a)(3); and
  - 5.2.4.4 Comply with all other requirements of California Labor Code section 1776; payroll records and other records of performance of work may be inspected upon request by DIR or the DOC, for purposes of monitoring compliance with referenced laws in fulfillment of the Agreement;
- 5.2.5 The Contractor monitors the payment of the specified general prevailing rate of per diem wages by each Subcontractor to its employees, by



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periodic review of the certified payroll records of each subcontractor; upon becoming aware of the failure of the Subcontractor to pay his or her workers the specified prevailing rate of wages, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the Subcontractor; prior to making final payment to a subcontractor, the Contractor shall obtain an affidavit signed under penalty of perjury under the laws of the State of California from the Subcontractor that the Subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees, any amounts due pursuant to California Labor Code section 1813;

- 5.2.6 The Contractor complies with any request of the Labor Commissioner to withhold and transfer money otherwise due to a subcontractor, in order to satisfy a wage and penalty assessment, pursuant to California Labor Code section 1727, subdivision (b); the Contractor acknowledges that the DOC may withhold amounts otherwise due to the Contractor in order to satisfy a Civil Wage and Penalty assessment issued by the Labor Commissioner, pursuant to California Labor Code section 1727, subdivision (a);
- 5.2.7 All subcontracts of any tier shall include a copy of the provisions of California Labor Code sections 1771, 1775, 1776, 1777.5, 1813, and 1815;
- 5.2.8 The Contractor and all Subcontractors must comply with requirements related to employment of apprentices, set forth in California Labor Code, related regulations, and guidance from DIR. Properly registered apprentices shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. Special attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Administrative Code section 200 et seq. Responsibility for compliance with this section lies with the Contractor.
- 5.2.9 The Contractor and all Subcontractors comply with the working hours requirements set forth in California Labor Code section 1810 et seq., including payment of overtime wages; except as allowed under California Labor Code section 1815, the maximum hours a worker is to be employed is limited to eight hours a day and forty hours a week and the Contractor and any Subcontractors shall forfeit, as a penalty to the State, twenty-five dollars (\$25) for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than forty hours in any calendar week without proper payment of overtime wages. For the sake of clarity, all hours worked more than eight per day or forty per week are

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compensated at time and one-half and are not subject to the \$25 penalty detailed above.

5.2.10 The Contractor and all Subcontractors comply with the workers compensation insurance requirements of California Labor Code sections 1860 and 3700 et seq.; The Contractor and each subcontract shall sign and file with DOC the following certification prior to performing work pursuant to the Agreement: “I am aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement”; and

5.2.11 No Subcontractor that is currently debarred by the Labor Commissioner from performing work on public works, pursuant to California Labor Code section 1777.1 shall perform work on the Agreement.

5.3 Pursuant to Labor Code section 1775, the Contractor and any Subcontractor shall, as a penalty to the State, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by DIR for the work or craft in which the worker is employed, and in addition the Contractor and any Subcontractor further agrees to pay to each worker the difference between the actual amount paid for each calendar day, or portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly registered apprentices.

5.4 The Contractor and Subcontractors may contact DIR to obtain authoritative and complete instructions regarding their responsibilities regarding prevailing wage requirements and other requirements described above. The DOC will take cognizance of violations of the above-referenced laws, regulations, and guidelines, and will assist DIR in monitoring and enforcement actions, including by withholding amounts dues as required by California Labor Code section 1727, notwithstanding any other provisions of this Agreement.

5.5 By signing the Agreement, the Contractor swears under penalty of perjury that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two (2) year period because of the Contractor’s failure to comply with an order of a federal court or an order of the National Labor Relations Board.

5.6 For any work under this Agreement that is to be performed on or after January 1, 2028, the Contractor shall comply with the DOC’s project labor agreement requirements. Prior to January 1, 2028, Contractor and all Subcontractors at any tier agree to make their best efforts to use a skilled and trained workforce. Offerors that can demonstrate the use of skilled and trained workforce. On or

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after January 1, 2028, Contractor and all Subcontractors at any tier must use a skilled and trained workforce.

**6. Health and Safety**

The Contractor must provide, at each project site, such equipment, and medical facilities as are necessary to supply first aid service to anyone who may be injured in connection with the Work. The Contractor will be responsible for accident prevention and safety in the performance of all work and will be governed by the requirements of this article in all operations at the work site. The Contractor shall ensure all staff have appropriate Cal/OSHA trainings and certificates related to the work being performed. The Contractor must comply with all applicable safety regulations and orders of the State of California, Department of Industrial Relations, Division of Occupational Safety and Health and all applicable provisions of the California Health and Safety Code and will take or cause to be taken such additional measures as may be necessary for the prevention of accidents. The Contractor must impose the foregoing requirements on all subcontractors and enforce compliance therewith.

**7. Standard of Care**

7.1. The Contractor, in performing its professional services under this Agreement, owes the DOC the following duties of care (the Contractor's "Standard of Care"):

- The duty to have that degree of learning and skill ordinarily possessed by reputable professionals practicing in the same or a similar locality and under similar circumstances;
- The duty to use the care and skill ordinarily possessed by reputable members of the professions practicing in the same or similar locality under similar circumstances; and,
- The duty to use reasonable diligence and his or her best judgment in the exercise of skill and the application of learning.

7.2 The Contractor shall maintain all its equipment in good safe operating condition at all times. Well control equipment shall be checked by the Contractor, who will use all reasonable means to control and prevent fires and blowouts and to protect the hole.

7.3 The Contractor shall locate sources of ignition a safe distance from the well(s) and shall prohibit the use of open flames (except welding under controlled conditions) or smoking near the wells, pipelines, or other hazardous areas by its own personnel or other parties. If the well or equipment should catch fire from use of open flames or from smoking in hazardous areas, this will be considered as negligence on the part of the Contractor. The Contractor shall observe all applicable laws, rules, and regulations relative to safety and health. The

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Contractor shall permit no employee or other party on the job site that is under the influence of alcohol or drugs. No alcohol, illegal drugs or firearms shall be allowed by the Contractor on the job site.

- 7.4 The Contractor shall have the sole and final responsibility to issue orders to Contractor's personnel to evacuate the site for reasons of weather or emergency.

**8. Damages Due to Errors and Omissions**

- 8.1. The Contractor shall be responsible for the professional quality, technical accuracy, and coordination of all services required under this Agreement. The Contractor may be liable for DOC costs resulting from errors or deficiencies in designs or other work product furnished under this Agreement.
- 8.2. When a modification to a construction contract is required because of an error or deficiency in the services provided under this Agreement, the DOC's Contract Manager (with the advice of technical personnel) shall consider the extent to which the Contractor may be reasonably liable.
- 8.3. The DOC's Contract Manager shall enforce the liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the DOC's interest. The DOC's Contract Manager shall include in the Agreement file a written statement of the reasons for the decision to recover or not to recover from the Contractor.

**9. Legal Notice**

- 9.1. This clause is not intended to apply to normal, daily communication between the Parties related to the progress of Work. This clause applies to situations where notice is required to be given by the Agreement or the Parties are asserting their legal rights and remedies. This section is not intended to replace any other applicable legal requirements.
- 9.2. Any communication, notice, or demand of any kind whatsoever which any Party may be required or may desire to give or to serve upon another must be in writing and delivered by personal service (including express or courier service) or by registered or certified mail, postage prepaid, return receipt requested, or by a nationally recognized overnight delivery service, in each case addressed as follows:

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Contractor Name:	DOC: Lisa Halko
Title:	Title: Chief Counsel
Company:	Company: California Department of Conservation
Address:	Address: 715 P Street Sacramento, CA 95814
Telephone:	Telephone: (916) 323-6733
Email:	Email: <a href="mailto:Lisa.halko@conservation.ca.gov">Lisa.halko@conservation.ca.gov</a>

9.3. The Contract Managers identified in Exhibit A, Section 1.3 shall be notified via email when a notice is sent.

9.4. Notice shall be effective when received unless a legal holiday for the State commences on the date of attempted delivery. In such cases, the effective date shall be postponed until the next Working Day.

## **10. Licenses and Permits**

10.1. The Contractor shall be registered with the California Secretary of State to do business in California and shall obtain at its sole expense all license(s), certification(s), registration(s), and permit(s) required by law, including professional licenses and registrations, Certificates of Good Standing, and so forth, for accomplishing the Work required in connection with this Agreement.

10.2. If the Contractor is located within the State of California, a business license or tax payment confirmation from the city/county in which the Contractor is headquartered is necessary if so required to conduct business in that city/county. A copy of the entity documents filed with the California Secretary of State's Office and a Certificate of Good Standing must also be submitted. If the Contractor's headquarters are located outside of the State of California, the DOC requires a copy of a Certificate of Good Standing (or that state's equivalent documentation) from the entity's state of formation showing that the entity is in good standing in that state, and a Certificate of Good Standing from the California Secretary of State as proof of registration as a foreign corporation qualified to do business in California.

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- 10.3. In the event any license(s), certification(s), registration(s), and/or permit(s) expire at any time during the term of this Agreement, the Contractor agrees to provide the DOC a copy of the renewed license(s) and/or permit(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), certification(s), registration(s), and permit(s), the DOC may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.
- 10.4. The license numbers of all personnel doing Work for which a license is required in the Business and Professions Code is required shall be listed on the Task Order for the applicable Work.
- 10.5. In accordance with the Assignment Clause in Exhibit C, GTC 04/2017, Section 3, all services included in this Agreement requiring a license, certification or registration may not be assigned or transferred by Contractor to any other entity, including a parent or subsidiary, without the express written consent of the DOC's Contract Manager and approval of the DOC's Chief Counsel. If applicable, a limited liability company must be able to perform the scope of work or professional services in the Agreement in compliance with California law.
- 10.6. All Work to be performed that requires professional licensure under the laws of the State of California shall, at all times, be performed by, or under the responsible direction and control of, a design professional properly licensed under the laws of the State of California and in good standing.
- 10.7. All Subcontractors shall be appropriately licensed for the Work they are conducting if licensing would be required of the Contractor for that Work.

## **11. Insurance**

Without limiting the Contractor's indemnification obligations to the DOC, and prior to commencement of the Work, the Contractor shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and, in a form, satisfactory to the DOC.

### **11.1 Workers' Compensation Insurance**

The Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least \$1 million.

Coverage must contain a waiver of subrogation endorsement naming the DOC and its officers, officials, employees, and agents as an endorsee under the workers' compensation policy.

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**11.2 General Liability Insurance**

The Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2 million per occurrence and \$4 million general aggregate, for bodily injury, personal injury, and property damage, including blanket contractual liability. Limits may be achieved by any combination of primary and excess or umbrella liability insurance.

Coverage must contain additional insured and waiver of subrogation endorsements naming the DOC and its officers, officials, employees, and agents as an additional insured/endorsee under the general liability policy. This additional insured provision shall also apply to any excess liability policies.

**11.3 Automobile Liability Insurance**

The Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1 million combined single limit for each accident. Limits may be achieved by any combination of primary and excess or umbrella liability insurance.

Coverage must contain additional insured and waiver of subrogation endorsements naming the DOC and its officers, officials, employees, and agents as an additional insured/endorsee under the automobile liability policy. This additional insured provision shall also apply to any excess liability policies.

**11.4 Professional Liability (Errors & Omissions) Insurance**

The Contractor shall cause to be obtained and maintained professional liability insurance that covers the Work to be performed in connection with this Agreement, in the minimum amount of \$5 million on a claims-made basis. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement.

**11.5 Environmental Professional Liability Insurance**

Environmental Professional Liability Insurance (if fieldwork is necessary) shall be written on a form acceptable to DOC providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. This coverage may be arranged in combination with Professional Liability insurance or as a stand-alone policy. The policy limit shall be no less than \$1 million per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as “covered operations.” If the insured is using subcontractors, the Policy must include Work performed “by or on behalf” of the insured. Any policy inception date, continuity date, or retroactive date

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must be before the effective date of this Agreement. Insurance as required in this paragraph above may not exclude:

1. Bodily injury;
2. Property damage;
3. Pollution conditions arising out of environmental work;
4. Asbestos-related claims; and
5. Testing, monitoring, measuring operations, or laboratory analyses.

**11.6 Other Provisions or Requirements**

The following provisions apply to all insurance required under the Agreement unless otherwise stated.

**11.6.1 Proof of Insurance**

The Contractor shall provide certificates of insurance to the DOC as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. All insurance policies, certificates and endorsements must be approved by the DOC's Contract Manager prior to commencement of Work. Current certification of insurance shall be kept on file with DOC at all times during the term of this Agreement. The DOC reserves the right to require complete, certified copies of all required insurance policies, at any time.

**11.6.2 Duration of Coverage**

The Contractor shall procure and maintain, for the duration of the Agreement, on a yearly basis, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The Contractor agrees to maintain professional liability insurance for a period of no less than five years after completion of the Work (a tail on the policy would be acceptable).

**11.6.3 DOC's Rights of Enforcement**

In the event that any policy of insurance required under this Agreement does not comply with these specifications or is canceled, not replaced, or has its limits eroded by other claims, the DOC has the right but not the duty to obtain the insurance it deems necessary. Any premium paid by the DOC will be promptly reimbursed by the Contractor or the DOC will withhold amounts sufficient to pay the premium from the Contractor's payments. In the alternative, the DOC may terminate this Agreement.



#### **11.6.4 Acceptable Insurers**

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact the business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the DOC's Contract Manager.

#### **11.6.5 Waiver of Subrogation**

Workers' compensation insurance policies must be endorsed to waive the insurer's right of subrogation. All other insurance coverage maintained or procured pursuant to this Agreement, except for professional liability, shall specifically allow the Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss or, in the alternative, shall be endorsed to waive subrogation against the DOC, its elected or appointed officers, agents, officials, employees, and volunteers. The Contractor hereby waives its own right of recovery against the DOC and shall require similar written express waivers and insurance clauses from each of its subcontractors.

#### **11.6.6 Enforcement of Agreement Provisions (non estoppel)**

The Contractor acknowledges and agrees that any actual or alleged failure on the part of the DOC to inform the Contractor of non-compliance with any requirement under this Agreement, does not impose any additional obligations on the DOC and does not waive any rights of the DOC hereunder.

#### **11.6.7 Requirements Not Limiting**

Requirements of specific coverage features, or limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. All insurance coverage and limits provided by the Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage.

#### **11.6.8 Notice of Cancellation**

The Contractor agrees to oblige its insurance agent or broker and insurers to provide to the DOC a minimum of 30 days' notice of cancellation (except for nonpayment, for which 10 days' notice is required), material change in coverage, or nonrenewal of coverage for each required coverage.

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**11.6.9 Additional Insured Status**

The general liability and auto liability policies shall provide or be endorsed to provide the DOC and its officers, officials, employees, and agents with additional insured status. This provision shall also apply to any excess liability policies.

**11.6.10 DOC's Right to Revise Specifications**

The DOC reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Contractor 90 days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the DOC and Contractor may renegotiate the Contractor's compensation.

**11.6.11 Self-insured Retentions**

Any self-insured retentions must be declared to and approved by the DOC. The DOC reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the DOC.

**11.6.12 Timely Notice of Claims**

The Contractor shall give the DOC prompt and timely notice of claims made or paid, or lawsuits instituted, that arise out of or result from the Contractor's performance, and that involve or may involve coverage under any of the required liability policies.

**11.6.13 Additional Insurance**

The Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which, in its own judgment, may be necessary for its proper protection and performance of the Work.

**11.6.14 Subcontractors**

To the extent that the Contractor engages the services of subcontractors, the Contractor agrees to require the same insurance as required of the Contractor, except as to limits. The limits of insurance for subcontractors shall be no more than \$1 million each occurrence and in the aggregate for each coverage for which a limit is specified above.

**12. Computer Software**

- 12.1 If software usage is an element of performance under this Agreement, the Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

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12.2 Software utilization is expected as a standard part of performance of the Work and typical business operations. Contractor shall be responsible for all necessary acquisition, operation and maintenance of computer software utilized as part of the ordinary course of Contractor's business. Purchase of software that is not considered within the ordinary course of business shall be subject to advance written approval by the DOC.

**13. Contractor / Subcontractor Equipment**

The Contractor agrees that the DOC shall not be liable for or responsible for any damage, loss, or repair, including normal wear and tear, to the Contractor's or Subcontractor's equipment, including, but not limited to, damage, loss, or repair of the equipment during movement to, from or between locations, whatsoever the cause whether through DOC's sole or joint negligence or fault during existence of the Agreement.

**14. Equipment Rental Agreements**

The State shall not be responsible for loss or damage to rented equipment arising from causes beyond the control of the State. The State's responsibility for repairs and liability for damage or loss to such equipment is restricted to that made necessary or resulting from the negligent act or omission of the State or its officers, employees, or agents.

**15. Ownership/Inventory/Disposition of State Equipment**

15.1 The following is applicable to equipment purchased or furnished by other agencies and equipment purchased by the Contractor where such expense is charged to and/or reimbursed from Agreement funds.

15.2 No equipment shall be purchased under the auspices of the Agreement without prior written authorization of the DOC. All equipment of any kind, purchased or reimbursed with Agreement funds or furnished by the DOC under the terms of this Agreement and not fully consumed in the performance of this Agreement, shall be considered the property of the DOC.

15.3 The DOC may, at its option, repair any damage or replace any lost or stolen items and deduct the cost thereof from the Contractor's invoice to the DOC, or require the Contractor to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the DOC with no expense to the DOC.

15.4 The Contractor shall maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of this Agreement. The inventory record of each piece of such equipment should include the date acquired, total cost, serial number, model identification (on

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purchased equipment), and any other information or description necessary to identify said equipment (State Administrative Manual section 8600). A copy of the inventory record must be submitted to the DOC upon request.

**16. Contingent Fee**

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

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

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 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. Contractor represents that it is not a target of Economic Sanctions. Should the DOC determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination by DOC.

## **EXHIBIT F: FEDERAL TERMS AND CONDITIONS**

### **1. Federal Requirements**

The Contractor understands that the DOC has received Federal funding from the United States Department of the Interior (US DOI) and may receive additional Federal funding from the US DOI and/or other Federal agencies, and acknowledges that it is required to comply with all applicable federal laws, regulations, policies, and related administrative practices, whether or not they are specifically referenced herein. The Contractor acknowledges that federal laws, regulations, policies, and related administrative practices may change and that such changed requirements will apply. The Contractor shall ensure compliance by its Subcontractors and include appropriate flow down provisions in each of its lower-tier Subcontracts as required by applicable federal laws, regulations, policies, and related administrative practices, whether or not specifically referenced herein.

Notwithstanding anything to the contrary contained in this Agreement, all US DOI mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any DOC requests, which would cause the DOC to be in violation of US DOI requirements.

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the DOC, the Contractor, or any other party pertaining to any matter resulting from the contract.

### **2. Compliance with Federal Requirements**

The Contractor's failure to comply with Federal Requirements shall constitute a breach of this Agreement.

### **3. Federal Procurement Standards**

The Contractor agrees to comply with the Procurement Standards requirements set forth at 49 C.F.R. section 18.36, and with applicable supplementary US DOI directives or regulations. If determined necessary for proper Project administration, US DOI reserves the right to review the Contractor's technical specifications and requirements.

As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all contracts and purchase orders for work or products under this award.

For purposes of this section:

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“Produced in the United States” means, for iron and steel products, that all manufacturing process, from the initial melting state through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber’ and lumber.

**4. Federal Lobbying Certification**

The Contractor certifies, to the best of its knowledge and belief, that:

- No state or federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any state or Federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a member of the Legislature or Congress in connection with the awarding of any State or Federal agreement, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal agreement, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this agreement, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
- The Contractor also agrees that by signing this document, it shall require that the language of this certification be included in all lower-tier Subcontracts, which exceed \$100,000, and that all such Subcontractors shall certify and disclose accordingly.

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**5. Debarment and Suspension**

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined in 2 C.F.R. section 180.905) are excluded (defined in 2 C.F.R. section 180.940) or disqualified (defined in 2 C.F.R. section 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the DOC. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Department, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor agrees to comply with the requirements 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**6. Site Visits**

The Contractor agrees that US DOI, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and for other reasons. If any site visit is made by US DOI on the premises of the Contractor or any of its Subcontractors under this Agreement, the Contractor shall provide and shall require its Subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of US DOI representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Contractor or Subcontractor.

**7. Safety Oversight**

To the extent applicable, the Contractor agrees to comply with any Federal regulations, laws, or policies and other guidance that US DOI or U.S. DOT may issue pertaining to safety oversight in general, and in the performance of this Agreement, in particular.

**8. Environmental Protection**

The Contractor and any Subcontractor under this Agreement shall comply with all applicable environmental requirements and regulations, including any amendments, as follows:

**Clean Air:** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. sections 7401 et seq. The Contractor agrees to report each violation to the DOC,

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and understands and agrees that the DOC shall, in turn, report each violation as required to assure notification to the US DOI and the appropriate Environmental Protection Agency Regional Office.

**Clean Water:** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. sections 1251 et seq. The Contractor agrees to report each violation to the DOC, and understands and agrees that the DOC shall, in turn, report each violation as required to assure notification to the US DOI and the appropriate EPA Regional Office.

**Energy Conservation:** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. sections 6421 et seq.)

**Agreement Not to Use Violating Facilities:** The Contractor agrees not to use any facility to perform work hereunder that is listed on the List of Violating Facilities maintained by the EPA. The Contractor shall promptly notify the DOC if the Contractor or any Subcontractor receives any communication from the EPA indicating that any facility which will be used to perform work pursuant to this Agreement is under consideration to be listed on the EPA's List of Violating Facilities; provided, however, that the Contractor's duty of notification hereunder shall extend only to those communications of which it is aware, or should reasonably have been aware.

**Incorporation of Provisions:** The Contractor shall include the above provisions (A) through (F) in every subcontract hereunder exceeding \$50,000 financed in whole or in part with federal assistance provided by the US DOI.

## **9. Civil Rights**

The following requirements apply to this Agreement:

**Nondiscrimination:** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. section 2000d; section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. section 6102; section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. section 12132; and 49 U.S.C. section 306, the Contractor agrees that it will not discriminate against any individual because of race, color, religion, national origin, sex, age or disability in any activities leading up to or in performance of this Agreement. In addition, the Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements that US DOI may issue.



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**Equal Employment Opportunity:** The following equal employment opportunity requirements apply to this Agreement:

1. Race, Color, Religion, National Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. section 2000e, the Contractor agrees to comply with all applicable equal opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” including 41 C.F.R 60 et seq. (which implements Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, or age. Such action shall include the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements US DOI may issue.
2. Age: In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. section 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements US DOI may issue.
3. Disabilities: In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. section 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R Part 1630, pertaining to employment of persons with disabilities. Further, in accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. section 794, the Contractor also agrees that it will comply with the requirements of U.S. Department of Transportation, “Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. Part 27, pertaining to persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements US DOI may issue.

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The Contractor also agrees not to discriminate on the basis of drug abuse, in accordance with the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, alcohol abuse, in accordance with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, and to comply with sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. section 290 dd), as amended, relating to confidentiality of alcohol and drug abuse patient records. In addition, the Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements that US DOI may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by US DOI, modified only if necessary to identify the affected parties.

**10. Bipartisan Infrastructure Law (Pub. Law 117-58) Funded Project**

Funding for this Agreement has been provided through the United States Department of the Interior Orphaned Wells Program Office Bipartisan Infrastructure Law Section 40601; Initial Grants (section 40601(c)(3)) and Formula Grants (Section 40601(c)(4)).\ All Contractors, including both prime and Subcontractors, are subject to audit by appropriate federal or State of California (State) entities. The State has the right to cancel, terminate, or suspend the Agreement if any Contractor or Subcontractor fails to comply with the reporting and operational requirements contained herein.

**11. Enforceability**

Contractor agrees that if the Contractor or one of its Subcontractors fails to comply with all applicable federal and State requirements governing the use Bipartisan Infrastructure Law funds, the State may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds allowing an audit. This provision is in addition to all other remedies available to the State under all applicable State and federal laws.

**12. Fraud and False Claims Act**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986 (6 C.F.R. Part 13), as amended, 31 U.S.C. section 3801 et seq apply to its actions pertaining to this Project. Upon execution of this Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Agreement or the US DOI assisted project, for which Work is being performed under this Agreement. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes or causes to be made, a false, fictitious or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act

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of 1986 as cited above on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by the US DOI, the federal government reserves the right to impose the penalties of 18 U.S.C. section 1001 or any other applicable law on the Contractor, to the extent the federal government deems appropriate.

The Contractor agrees that it shall promptly notify the DOC and shall refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, Subcontractor, or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal funds.

The Contractor agrees to include the above paragraphs in each subcontract financed in whole or in part with Federal assistance provided by the US DOI. It is further agreed that the paragraphs shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

**13. Prevailing Wage Requirements**

- a. All transactions regarding this contract Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of the 29 C.F.R. pt. 5 as may be applicable. Pursuant to 29 C.F.R. § 1.6 (b) the contracting agency is responsible for ensuring that the appropriate wage determination(s) are incorporated into the bid solicitations and contract specifications and for designating specifically the work to which such wage determinations shall apply. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. 29 C.F.R. section 5.5 specifies provisions that must be included in contracts financed with federal funding, and those provisions are included as follows:
- b. Minimum wages
  - i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor

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which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (b)(iv) of this Section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (b)(ii) of this Section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- ii. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210.

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The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (b)(ii) (B) or (C) of this Section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- iii. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- iv. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in separate account assets for the meeting of obligations under the plan or program.

c. Withholding

- i. The DOC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the contract. In the event of failure to pay

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any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the DOC may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

d. Payrolls and basic records

- i. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ii.

- (A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the DOC. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll

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information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site.

The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the DOC, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this Section for a prime Contractor to require a Subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the DOC.

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
  - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (d)(ii)(B) of this Section.
- (D) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

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- iii. The Contractor or Subcontractor shall make the records required under paragraph (d)(i) of this Section available for inspection, copying, or transcription by authorized representatives of the DOC or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- e. Apprentices and trainees
  - i. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage



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- determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- ii. Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
  - iii. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- f. Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses

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as the United States Department of the Interior may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all the contract clauses in 29 CFR 5.5.

- g. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR 5.12.
- h. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- i. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- j. Certification of eligibility
  - i. By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - iii. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**14. Contract Work Hours and Safety Standards**

- 14.1 Overtime Requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at the rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 14.2 Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph 14.1 of this Section the Contractor

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and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 14.1 of this Section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 14.1 of this Section.

14.3 Withholding for Unpaid Wages and Liquidated Damages. The DOC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contract or Subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 14.2 of this Section.

14.4 Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 14.1 through 14.4 of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontractors. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs 14.1 through 14.4 of this Section.

**15. Copeland Anti-Kickback Act**

The Contractor shall comply with 18 U.S.C. section 874, 40 U.S.C. section 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

The Contractor or Subcontractor shall insert in any subcontracts the clause above, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with all of these contract clauses.

A breach of contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. section 5.12.

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**16. Reprints of Publications**

Whenever an employee of a Contractor-Related Entity writes an article regarding the Project or otherwise resulting from work under this Agreement that is published in a scientific, technical, or professional journal or publication, the Contractor shall ensure that the DOC is sent two reprints of the publication, clearly referenced with the appropriate identifying information.

An acknowledgment of US DOI support and a disclaimer must appear in any publication, whether copyrighted or not, based on or developed under the Agreement, in the following terms:

“This material is based upon work supported by the US DOI under a grant/cooperative agreement. Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the US DOI.”

**17. Fly America**

No international travel is authorized under this Agreement.

**18. Probation of Trafficking in Persons**

The Contractor agrees that during the term of this Agreement, in accordance with section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. section 7104(g)), the Contractor and its employees, and its Subcontractors (of any tier), and all of their employees, shall not engage in severe forms of trafficking in persons, procure a commercial sex act, or use forced labor in the performance of this Agreement.

This provision must be included in all Subcontract agreements.

**19. Prohibition of Text Messaging While Driving**

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies that bar text messaging while driving company-owned or rented vehicles, or government-owned, leased, or rented vehicles or privately-owned vehicles when performing work under this Agreement. See Executive Order 13513 “Federal Leadership on Reducing Text Messaging While Driving,” Oct. 1, 2009 (available at <http://www.gpo.gov/fdsys/pkg/FR-2009-10-06/pdf/E9-24203.pdf>) and DOT Order 3902.10 “Text Messaging While Driving,” Dec. 30, 2009, as implemented by Financial Assistance Policy Letter ([No. FAPL- 2010-01, Feb. 2, 2010](#)).

**20. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

Contractor and its Subcontractors are prohibited from obligating or expending federal assistance funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or

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obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-323, section 889, covered telecommunications equipment is:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
3. Telecommunications or video surveillance services provided by such entities or using such equipment; and
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

See Public Law 115-232, section 889 for additional information. See also 2 C.F.R. section 200.471.

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**REQUIRED FORMS AND CERTIFICATIONS CHECKLIST**

A complete proposal package should include all the items identified below.

Complete and return this checklist to confirm the items in your proposal. Place a check mark or “X” next to each item that you are submitting to the State. For your bid to be responsive, all required attachments should be returned, completed, and signed.

Form/Certification		Form/Certification Name
<input type="checkbox"/>	1	Required Form/Certification Checklist (this page or a copy of this page)
<input type="checkbox"/>	2	Bid/Bidder Certification Sheet
<input type="checkbox"/>	3	Bid/Bidder Declaration
<input type="checkbox"/>	4	California Civil Rights Laws Certification
<input type="checkbox"/>	5	Offeror’s Overall Project Small Business Goal Commitment Certification
<input type="checkbox"/>	6	Disabled Veterans Business Enterprise Declarations (STD 843)
<input type="checkbox"/>	7	Darfur Act Certification
<input type="checkbox"/>	8	Iran Certification Act
<input type="checkbox"/>	9	Small Business Preference and Certification Request (STD 811)
<input type="checkbox"/>	10	Bidder’s Acknowledgement of Prevailing Wage Requirements
<input type="checkbox"/>	11	Notification of Compliance with Economic Sanctions Imposed in Response to Russia’s Actions in Ukraine
<input type="checkbox"/>	12	Executive Order 14005 Declaration
<input type="checkbox"/>	13	CCC 04/2017 and STD 204
<input type="checkbox"/>	14	Major Participant Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

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Form/Certification		Form/Certification Name
<input type="checkbox"/>	15	Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification
<input type="checkbox"/>	16	Non-Collusion Certification
<input type="checkbox"/>	17	Equal Employment Opportunity Certification
<input type="checkbox"/>	18	Non-Discrimination Certification
<input type="checkbox"/>	19	Certification Regarding Lobbying
<input type="checkbox"/>	Copy of current General Engineering contractor license (A, C-61/D09).	
<input type="checkbox"/>	Proof that Contractor and all Subcontractors identified in the proposal are registered with the Department of Industrial Relations.	

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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**FORM/CERTIFICATION 2: BID/BIDDER CERTIFICATION SHEET**

This Bid/Bidder Certification Sheet shall be signed (original signature) and returned. By signing this Certification Sheet, the Bidder is declaring that:

- All required attachments are included with this certification sheet.
- The signature affixed hereon and dated certifies compliance with all the requirements of this solicitation.
- The signature below is the authorized signer and authorizes the verification of this certification.

1. Company Name		2. Telephone Number  (    )	3. Email Address
4. Address			
5. Indicate your organization type:			
Indicate the applicable employee and/or corporation number:			
6. Federal Employee ID No. (FEIN)		7. California Corporation No.	
8. Indicate applicable license and/or certification information:			
9. Bidder's Name (Print)		10. Title	
11. <b>Signature</b>		12. Date	
13. Are you, or a subcontractor providing at least 25% (twenty five percent) of the work on this contract certified with the Department of General Services, Office of Small Business or Disabled Veteran Business Enterprise as:			
a. California Small Business Yes <input type="checkbox"/> No <input type="checkbox"/>		b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/>	



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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”**.

Date application was submitted to OSDS, if an application is pending:

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

Item Numbers	Instructions
1, 2, 3, 4	Shall be completed. These items are self-explanatory.
5	<p>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.</p> <p>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.</p> <p>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.</p> <p>The other option would consist of non-sole proprietorships, partnerships, or corporations.</p>
6	Enter your federal employee tax identification number.
7	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.
8	<p>Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license, when required.</p> <p>Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license, when required.</p>
9, 10, 11, 12	Shall be completed. These items are self-explanatory. Signature REQUIRED.
13	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.

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**FORM/CERTIFICATION 3: BID/BIDDER DECLARATION**

Complete the Bid/Bidder Declaration by following the instructions below. An electronic fillable version can be accessed through the [Department of General Services' website](#).

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State of California—Department of General Services, Procurement Division  
GSPD-05-106 (REV 08/09) Verbal Version

**BIDDER DECLARATION**

**1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):**

- a. Identify current California certification(s) (MB, SB, NVSA, DVBE):  or None ☐ (If "None," go to Item #2)
- b. Will subcontractors be used for this contract? Yes ☐ No ☐ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.
- 
- c. If you are a California certified DVBE: (1) Are you a broker or agent? Yes ☐ No ☐  
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes ☐ No ☐ N/A ☐

**2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):**

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>

**3. CERTIFICATION: By signing this form, I certify under penalty of perjury that the information provided is true and correct.**

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_  
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State of California—Department of General Services, Procurement Division  
GSPD-05-106 (REV 08/09) Instructions for Verbal Version

**BIDDER DECLARATION Instructions**

**All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.**

- 1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Nonprofit Veteran Service Agency (NVSA)
- Disabled Veteran Business Enterprise (DVBE)

- 1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No", proceed to Item #1.c. If "Yes", enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

**Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.**

- 1.c. This Item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No". The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark "N/A" for "not applicable."

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page \_\_\_\_ of \_\_\_\_" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page \_\_\_\_ of \_\_\_\_" accordingly.

**2. (continued) Column Labels**

**Subcontractor Name, Contact Person, Phone Number & Fax Number**—List each element for all subcontractors.

**Subcontractor Address & Email Address**—Enter the address and if available, an Email address.

**CA Certification (MB, SB, NVSA, DVBE or None)**—If the subcontractor possesses a current State of California certification(s), verify on this website ([www.eprocure.dgs.ca.gov](http://www.eprocure.dgs.ca.gov)).

**Work performed or goods provided for this contract**—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

**Corresponding % of bid price**—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

**Good Standing?**—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

**51% Rental?**—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "N/A" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "Yes" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "No" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

3. **Read the certification at the bottom of the page. An individual that is authorized to bind the firm contractually is to print their name, sign and date the form. Also, complete the "Page \_\_\_\_ of \_\_\_\_" accordingly.**

**FORM/CERTIFICATION 4: CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION**

Complete the California Civil Rights Laws Certification by following the instructions below. An electronic fillable version can be accessed through the [Department of General Services' website](#).

**CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION**

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

**CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. <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>	

**FORM/CERTIFICATION 5: OFFEROR'S OVERALL PROJECT SMALL BUSINESS  
GOAL COMMITMENT CERTIFICATION**

The Offeror is aware that the California Department of Conservation (DOC) has established an overall project Small Business (SB) goal of 30 percent, inclusive of Small Businesses, Disadvantaged Business Enterprises (DBE), and Disabled Veteran Business Enterprises (DVBE), in conformance with Title VI of the Civil Rights Act of 1964, and related statutes and Best Practices of 49 C.F.R. Part 26, Executive Order S-02-06, Government Code section 14837, and Military and Veterans Code section 999.

The Offeror will aggressively pursue Small Business participation to the satisfaction of the DOC to meet or exceed the overall project Small Business goal of 30 percent, including 10 percent DBE and 3 percent DVBE. The Offeror shall submit the required reports to delineate the goal attainment.

**Certification**

Under the penalty of perjury, I certify that the foregoing is true and correct, and that I am authorized to execute on behalf of the Offeror or entity for which this form is being completed:

---

Signature

---

Date

---

Printed Name

---

Title

---

Firm/Company Name

---

Offeror Name

Department of Conservation

**RFQ [2023-013] – Southern District Multi-Well Plug and Abandonment, Facilities  
Decommissioning, Restoration and Related Services**

**FORM/CERTIFICATION 6: DISABLED VETERAN BUSINESS ENTERPRISE  
DECLARATIONS (STD 843)**

Bidder shall complete the Disabled Veteran Business Enterprise Declarations (STD 843) if a Disabled Veteran Business Enterprise (DVBE) contractor or subcontractor will provide materials, supplies, services, or equipment. An electronic fillable version can be accessed through the [Department of General Services' website](#).



Department of Conservation  
RFQ [2023-013] – Southern District Multi-Well Plug and Abandonment, Facilities  
Decommissioning, Restoration and Related Services

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION

**DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS**

STD. 843 (Rev. 5/2006)

**Instructions:** The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

**SECTION 1**

Name of certified DVBE: \_\_\_\_\_ DVBE Ref. Number: \_\_\_\_\_

Description (materials/supplies/services/equipment proposed): \_\_\_\_\_

Solicitation/Contract Number: \_\_\_\_\_ SCPRS Ref. Number: \_\_\_\_\_

(FOR STATE USE ONLY)

**SECTION 2**

**APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.**

- ☐ I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.
- ☐ Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). *(Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)*

All DV owners and managers of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

\_\_\_\_\_  
(Printed Name of DV Owner/Manager) \_\_\_\_\_ (Signature of DV Owner/ Manager) \_\_\_\_\_ (Date Signed)

\_\_\_\_\_  
(Printed Name of DV Owner/Manager) \_\_\_\_\_ (Signature of DV Owner/Manager) \_\_\_\_\_ (Date Signed)

Firm/Principal for whom the DVBE is acting as a broker or agent: \_\_\_\_\_  
(If more than one firm, list on extra sheets.) (Print or Type Name)

Firm/Principal Phone: \_\_\_\_\_ Address: \_\_\_\_\_

**SECTION 3**

**APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.**

- ☐ Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.
- ☐ The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2, subsections (c) and (g)*. *Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.*

Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

\_\_\_\_\_  
(Printed Name) \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date Signed)

\_\_\_\_\_  
(Address of Owner) \_\_\_\_\_ (Telephone) \_\_\_\_\_ (Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

\_\_\_\_\_  
(Printed Name of DV Manager) \_\_\_\_\_ (Signature of DV Manager) \_\_\_\_\_ (Date Signed)

**FORM/CERTIFICATION 7: DARFUR ACT CERTIFICATION**

Bidders that currently, or within the previous three (3) years have had business activities or other operations outside of the United States shall complete the Darfur Act Certification.

Bidders may complete the Darfur Act Certification by following the instructions below.

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do not need to complete this form.

**OPTION #1 - CERTIFICATION**

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is not a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

<i>Company/Vendor 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>	

**RFQ [2023-013] – Southern District Multi-Well Plug and Abandonment, Facilities  
Decommissioning, Restoration and Related Services**

**OPTION #2 – WRITTEN PERMISSION FROM DGS**

Pursuant to Public Contract Code section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

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 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.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Initials of Submitter</i>	
<i>Printed Name and Title of Person Initialing</i>	

**FORM/CERTIFICATION 8: IRAN ACT CERTIFICATION**

Complete the Iran Act Certification by following the instructions below. An electronic fillable version can be accessed through the [Department of General Services' website](#).

**IRAN CONTRACTING ACT**

(Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

Department of Conservation

**RFQ [2023-013] – Southern District Multi-Well Plug and Abandonment, Facilities  
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**FORM/CERTIFICATION 9: SMALL BUSINESS PREFERENCE AND CERTIFICATION  
REQUEST (STD 811)**

Bidder shall complete the Small Business Preference and Certification Request (STD 811) if a Public Works Certified Small Business contractor or subcontractor will provide materials, supplies, services, or equipment. An electronic fillable version can be accessed through the [Department of General Services' website](#).

Department of Conservation  
**RFQ [2023-013] – Southern District Multi-Well Plug and Abandonment, Facilities  
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Print

STATE OF CALIFORNIA

**SMALL BUSINESS PREFERENCE AND CERTIFICATION REQUEST**  
**(For Construction Contractors Only)**

STD. 811 (REV. 12-2007)

DEPARTMENT OF GENERAL SERVICES  
 OFFICE OF PROJECT MANAGEMENT BRANCH

**READ BEFORE SIGNING**

**(THIS REQUEST MUST REMAIN WITH THE BID PACKAGE)**

- **1. PENALTY ASSESSMENT**  
 A business will be assessed a penalty and be ineligible to transact any business with the Department for furnishing incorrect information. (Title 2 of the California Code of Regulations)
- **2. PUBLIC WORKS AGREEMENTS EXCEEDING \$100,000 AND REQUIRING TYPE "A" OR "B" CONTRACTORS LICENSE.**  
 On public works agreements where the lowest responsible bid exceeds \$100,000, and the work to be performed requires a type "A" or "B" contractor's license and two or more subcontractors will be used, preferences shall only be granted to those small business bidders who certify, under penalty of perjury, that at least fifty percent (50%) of subcontractors utilized on the job are certified small businesses. In meeting the 50% requirement, bidders may use certified small business and/or small businesses that have applied for certification no later than 5:00 P.M. on the bid opening date and are subsequently granted certification. The 50% small business subcontractor utilization level shall be maintained through the term of the contract.
- **3. JOINT BIDDERS/COMBINATION BIDDERS**  
 Bidders bidding jointly or as a combination of several business organizations are especially cautioned that such bidders must be jointly licensed and approved in the form and style in which the bid is executed.
- **4. NAME STYLE**  
 The Small Business Preference and Certification Request must be signed in the same name style in which the bidder is licensed by the Contractors' State License Board.

BIDDER(S) LEGAL NAME STYLE	FEDERAL EMPLOYER IDENTIFICATION NUMBER
	OSDC CERTIFICATION NUMBER

**CERTIFICATION**

- **5. The undersigned hereby requests preference as a "SMALL BUSINESS" and further certifies under perjury, that the firm still meets the requirements of Section 1896(L) Title 2 of the California Code of Regulations. A completed form STD.812 meeting all applicable requirements must be on file in the Office of Small Business and DVBE Certification (OSDC) by 5:00 p.m. of the bid opening date. The form STD. 812 may be obtained from the OSDS Office at 707 Third Street, First Floor, Room 1-400, West Sacramento, CA 95605 or can be downloaded at [www.pd.dgs.ca.gov/smbus/paperapp.htm](http://www.pd.dgs.ca.gov/smbus/paperapp.htm)**

BIDDER'S SIGNATURE	DATE SIGNED

- **6. BIDDERS RECEIVING BOND ASSISTANCE**  
 In the event the bidder has received assistance in obtaining bonding for this project, he/she shall set forth the name and nature of the firm providing such assistance. Should the firm be listed as a subcontractor, bidder shall set forth the percentage of the contract to be performed by the subcontractor.

NAME OF FIRM PROVIDING BONDING ASSISTANCE
NATURE OF FIRM PROVIDING BONDING ASSISTANCE
SUBCONTRACTOR ASSISTANCE
<input type="checkbox"/> YES - Percentage <input type="text"/> <input type="checkbox"/> NO

**FORM/CERTIFICATION 10: BIDDER'S ACKNOWLEDGEMENT OF PREVAILING  
WAGE REQUIREMENT**

Bidders shall complete the Bidder's Acknowledgement of Prevailing Wage Requirement by following the instructions below.

**BIDDER'S ACKNOWLEDGEMENT OF PREVAILING WAGE REQUIREMENTS**

\_\_\_\_\_ acknowledges that State General Prevailing Wage Rates will  
*Print Name of Company*

apply for the County of \_\_\_\_\_, California. If awarded this Agreement,  
*Print County*

I, \_\_\_\_\_ acknowledge it will be my responsibility to ensure the payment  
*Print Name*

of appropriate prevailing wages rates to all employees who participate on this Agreement

throughout the duration of this Agreement.

\_\_\_\_\_  
*Authorized Bidder's Signature*

Owner Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

**FORM/CERTIFICATION 11: NOTIFICATION OF COMPLIANCE WITH ECONOMIC  
SANCTIONS IMPOSED IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE**

Please read the memo below and check the box in the required attachments checklist to confirm receipt of notification.

Dear [Name Here]:

On March 4, 2022, Governor Gavin Newsom issued [Executive Order N-6-22 \(EO\)](#) regarding sanctions in response to Russian aggression in Ukraine.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the [U.S. Department of the Treasury website](#). Failure to comply may result in the termination of contracts or grants, as applicable.

**Please note that for any agreements or grants valued at \$5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.**



**FORM/CERTIFICATION 12: EXECUTIVE ORDER 14005 DECLARATION**

**Executive Order 14005 Declaration**

In accordance with [Executive Order 14005](#), the Contractor shall maximize the use of goods, products, and materials produced in, and services offered in, the United States. The Contractor shall whenever possible procure goods, products, materials, and services including iron, steel, and manufactured goods from sources that will help American businesses compete in strategic industries.

Company Name:

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Owner Name:

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Owner Signature:

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Date:

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Department of Conservation

**RFQ [2023-013] – Southern District Multi-Well Plug and Abandonment, Facilities  
Decommissioning, Restoration and Related Services**

**FORM/CERTIFICATION 13: CCC 04/2017 AND STD 204**

Please complete and submit the [CCC 04/2017 form](#) located the Department of General Services website ([www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language](http://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language)).

Also complete and submit the [STD 204](#) form located the [Department of General Service website](#).

## Primary Covered Transactions

In accordance with the provisions of 2 C.F.R. Part 180, the Offeror (including its constituent entities) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
2. Have not within a three year period preceding this offer been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in this certification.
4. Have not within a three year period preceding this offer had one or more public transactions (federal, State, or local) terminated for cause or default.

Mark one, below, with an "x"

☐ Certify to the above      ☐ Cannot certify to the above.

If the "cannot certify to the above" box is checked, attach an explanation of the reasons.

Date \_\_\_\_\_

Organization Name,  
Address, and Telephone

--

**FORM/CERTIFICATION 15: SUBCONTRACTOR CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION  
CERTIFICATION**

**Subcontractor Covered Transactions**

This certification applies to a subcontract at any tier expected to be under \$25,000, and will be a continuing requirement throughout the term of the Agreement.

In accordance with the provisions of 2 C.F.R. Part 180, the prospective Subcontractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
2. Have not within a three-year period preceding this offer been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in this certification.
4. Have not within a three-year period preceding this offer had one or more public transactions (federal, State, or local) terminated for cause or default.

Mark one, below, with an "x"

☐ Certify to the above      ☐ Cannot certify to the above.

If the "cannot certify to the above" box is checked, attach an explanation of the reasons.

<p>_____ Signature of Person Certifying</p> <p>_____ Printed Name</p> <p>_____ Title</p> <p>_____ Date</p>	<p><b>Organization Name, Address, and Telephone</b></p> <div style="border: 1px solid black; height: 130px; width: 100%;"></div>
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The undersigned declares:

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(Company)

1. NOT made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation,

That the Offeror has NOT directly or indirectly induced or solicited any other Offeror to:

4. Colluded, conspired, connived, or agreed with any Offeror or anyone else to put in a sham SOQ or that anyone shall refrain from bidding.

5. Fix the Cost Proposal/Rate Sheet of the Offeror or any other Offeror, or

6. Fix any overhead, profit, or cost element, or that of any other Offeror, or

7. Secure any advantage against the public body awarding the contract or anyone interested in the proposed contract.

The Offeror has not and will not, directly or indirectly, for the purposes of effectuating a collusive or sham negotiation, submitted his or her schedule of rates or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, for payment to any corporation, partnership, company, association, organization, bid depository, or any member or agent thereof.

Signature of Person Certifying

Printed Name

Title

Date \_\_\_\_\_

--

**FORM/CERTIFICATION 17: EQUAL EMPLOYMENT OPPORTUNITY  
CERTIFICATION**

To be executed by the Offeror, all joint venture members of the Offeror, and all Subcontractors.

The undersigned certifies on behalf of \_\_\_\_\_ that:  
(Name of entity making certification)

Check one of the following boxes:

- ☐ It has developed and has on file at each establishment, affirmative action programs pursuant to 41 C.F.R. Part 60-2 (Affirmative Action Programs).
- ☐ It is not subject to the requirements to develop an affirmative action program under 41 C.F.R. Part 60-2 (Affirmative Action Programs).

Check one of the following boxes:

- ☐ It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- ☐ It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114, or 11246, and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

If not the Offeror, relationship to the Offeror: \_\_\_\_\_

**FORM/CERTIFICATION 18: NON-DISCRIMINATION CERTIFICATION**

The undersigned certifies on behalf of \_\_\_\_\_  
that:

(Name of entity making certification)

In accordance with Title VI of the Civil Rights Act, as amended; 42 U.S.C. section 2000d-e, it will not discriminate against any individual because of race, color, national origin, or sex in any activities leading up to or in performance of the Agreement.

Signature of Person Certifying

Printed Name

Title

Date

**Organization Name, Address, and Telephone**

--

**FORM/CERTIFICATION 19: CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that the following are true:

1. No federal appropriated funds have been or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Company Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Company Official)

\_\_\_\_\_  
(Title of Company Official)

*Note:*

*If joint venture, each joint venture member shall provide the above information and sign the certification.*