



REQUEST FOR QUALIFICATIONS

**CONSULTANT SERVICES FOR ENVIRONMENTAL SERVICES FOR
DIABLO CANYON LAND CONSERVATION PLANNING**

DUE: March 15, 2024

Contact:

California State Coastal Conservancy
Attn: Tim Duff, Central Coast Project Manager

Email: tim.duff@scc.ca.gov

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Respondents to this Request for Qualifications must submit the information requested below electronically in Microsoft Word or PDF format to tim.duff@scc.ca.gov on or before **5:00 p.m. on March 15, 2024**. Please limit total file size below 20 MB.

Answers to questions received about this RFQ will be posted to the following page on the Conservancy website on a weekly basis as needed: <https://scc.ca.gov/2024/01/30/diablo-canyon-lands-rfq/>

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1. CONTRACT PURPOSE AND BACKGROUND

The California State Coastal Conservancy (SCC) is seeking qualifications for contractors to assist SCC and its state and local agency partners, tribes, and community groups to plan for future land conservation and public and tribal uses of the roughly 12,000-acre Diablo Canyon Lands (DCL) surrounding the Diablo Canyon Power Plant (DCPP) (See Project Site Map and Project Description, below). The lands are currently owned by PG&E, or one of its subsidiaries, but are expected to transfer into other ownership as part of the long-term DCPP decommissioning. SCC was appropriated funding in the State Budget, Fiscal Yr 2023-2024, specifically to support costs associated with the development of conservation easements on the lands surrounding the DCPP, and this contract will utilize this funding.

The scope of this contract is to: 1) prepare a variety of studies and analyses needed to inventory, characterize, and map the locations of the property's significant natural, biological, cultural, and tribal resources; topography; geology; hazards; and other relevant property attributes; 2) assist SCC in conducting an extensive tribal partnership program; 3) conduct a robust community engagement program; 4) assist SCC as needed to facilitate the long-term ownership, management, and public access to the DCL including identification of potential trail routes, trailheads, parking, restrooms, and camping areas; 5) work in collaboration with SCC to prepare easements for conservation, cultural resource protection, and public access; and 6) provide other technical assistance as needed. The information gathered through the technical studies, tribal partnerships and community engagement will inform the subsequent preparation of one or more conservation, cultural resource protection, and public access easements by the selected contractor in close coordination with SCC, its local and state agency partners, the local community and tribes. The contract will require the development and implementation of robust programs for tribal partnership and community engagement. The contractor's lead for community engagement must have extensive and recent experience in tribal and underserved community engagement and justice, equity, diversity, and inclusion work. The contractor shall work with SCC to select the subconsultant for the tribal partnership program after the contract is initiated.

The total amount of funds disbursed under this contract shall not exceed \$5,000,000 (five million dollars). The contract duration is expected to be three (3) years but could extend up to five (5) years.

A significant amount of work by the local community has already taken place related to the conservation of the DCL and the decommissioning of the DCPP. The California Natural Resources Agency (CNRA) prepared a report in 2023 to inform future uses of the DCL titled "Diablo Canyon Land Conservation and Economic Development Plan" that contains links to additional background material. The Report can be found here:

<https://resources.ca.gov/-/media/CNRA-Website/Files/Initiatives/Transitioning-to-Clean-Energy/SB-846-Land-Conservation-and-Economic-Development-Plan.pdf>

The Report contains five key recommendations for the future of the DCL, expressed as "Values," as follows:

Value 1 - Foster the robust conservation of environmental and cultural resources while enabling appropriate coastal access;

Value 2 - Support transfer of ownership of North Ranch and South Ranch to California Native American Tribal Ownership;

Value 3 - Explore expanding existing managed public access of the Diablo Canyon Lands;

Value 4 - Enable reuse of Parcel P for research and economic activity, including a clean tech incubator, while protecting cultural, environmental, and marine resources on the site [beyond the scope of work for this contract]; and

Value 5 - Explore transfer of ownership of Wild Cherry Canyon to State Parks.

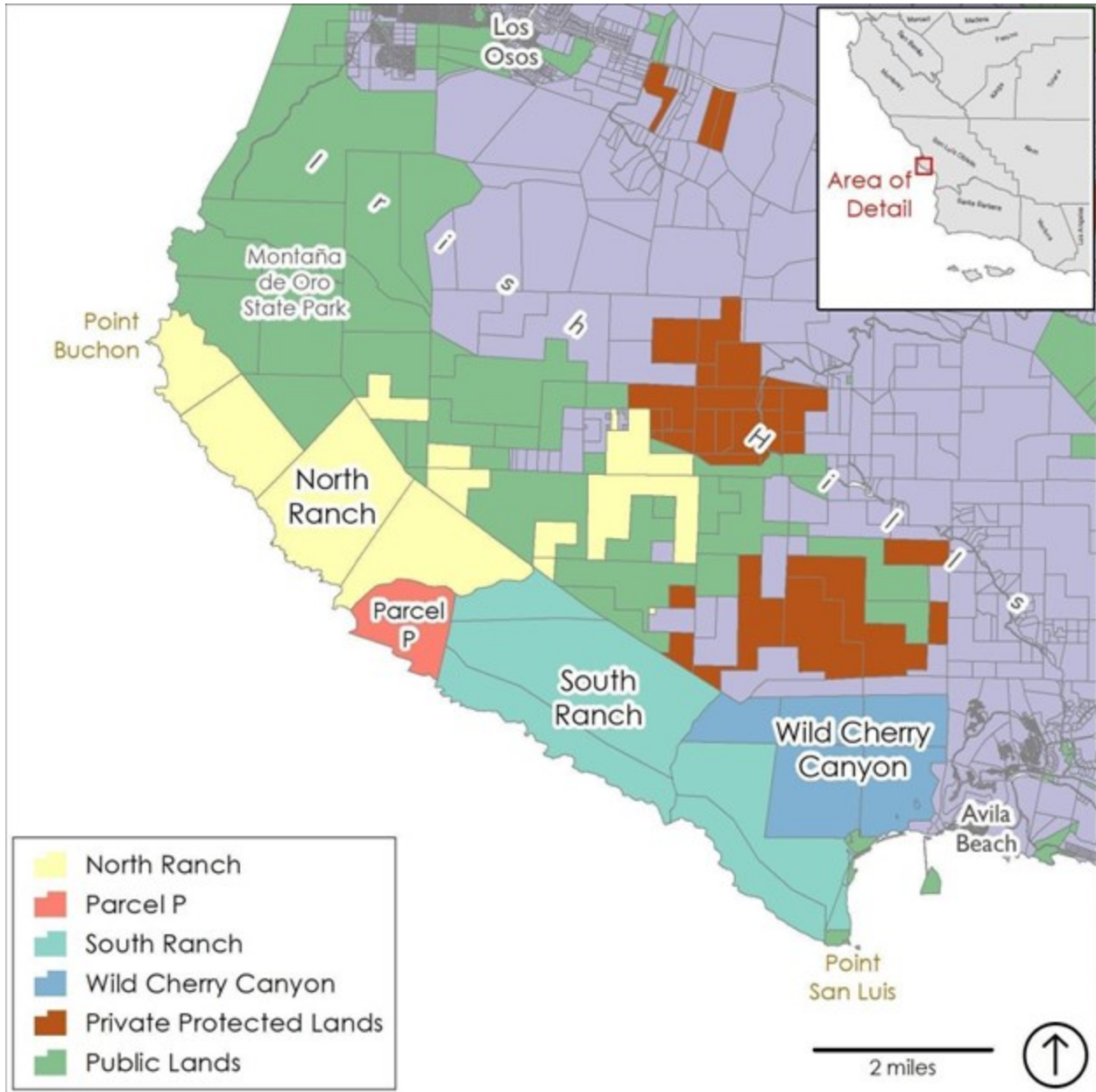
The conclusions of the Report are largely consistent with other reports issued by local community groups that were prepared after extensive public input, including the Strategic Vision published by the Diablo Canyon Decommissioning Engagement Panel (<https://diablocanyonpanel.org/panel-reports/strategic-vision-report/>) and the Conservation Framework published by the Friends of the Diablo Canyon Lands (<https://diablocanyonlands.org/>).

SCC's process of selection for this proposal will follow SCC's environmental services contracting process, in which SCC solicits a list of contractors referenced by area of specialization, evaluates applications, and then makes a final decision based on demonstrated competence and qualifications. SCC will negotiate and manage this contract.

The SCC is a non-regulatory state agency that works to preserve, improve, and restore the natural resources, agricultural lands, watersheds, urban waterfronts, public access and recreation along the Pacific coast and the San Francisco Bay shoreline and its adjacent counties. More information is available at <https://scc.ca.gov/>.

Project Site Map

Diablo Canyon Land Conservation Planning Area



Project Site Description

The approximately 12,000-acre DCL is located between Avila Beach and Montaña De Oro State Park and features 14 miles of coastline, native grasslands, oak woodlands, pine forests, tide pools, and significant cultural and tribal resources. The DCL is made up of three different units surrounding the DCPD site (location of Parcel P): North Ranch, South Ranch, and Wild Cherry Canyon.

North Ranch is on roughly 4,600 acres owned by PG&E. Within North Ranch, PG&E manages public access at the Point Buchon Trail, a 6.6 mile roundtrip trail located on the coastal blufftop accessed through Montaña de Oro State Park. South Ranch is on roughly 5,000 acres owned by Eureka Energy, a subsidiary of PG&E, and is leased to PG&E. Docent-led public access to South Ranch starts in the Port San Luis Harbor near Avila Beach adjacent to the main DCPD vehicle entrance gate. The trail includes the 3.75-mile roundtrip Pecho Coast Trail to the Port San Luis Lighthouse and an 8-mile roundtrip hike from the lighthouse to Rattlesnake Canyon. Wild Cherry Canyon extends over roughly 2,400 acres owned by Eureka Energy and currently does not provide any public access.

Parcel P is a 600-acre site within the larger 750-acre DCPD site, on which the power plant and its ancillary facilities are located. The site is owned by Eureka Energy. Planning for the future use and development of Parcel P will be led by the Governor's Office of Business and Economic Development ("GO-Biz") and is not included in this contract.

2. ROLES AND RESPONSIBILITIES

SCC has designated Project Specialist Tim Duff as its Contract Manager to serve as the main point of contact for the contract, and he will be responsible for providing the final approval and notice to proceed for all tasks. SCC Deputy Central Coast Program Manager Hilary Hill will assist with various project management responsibilities, including serving as SCC's tribal liaison for tribal engagement and tribal communication activities.

The selected consultant (the "Contractor") will be expected to provide a project manager who will be SCC's contact for the contract and will coordinate the consultant team to ensure on-time and on-budget completion of tasks.

3. SCOPE OF WORK

SCC seeks a contractor to provide technical expertise and develop work products that describe and map the location of the natural, biological, cultural, tribal, geologic and topographic resources, habitats, and hazardous areas that exist on the 12,000-acre DCL. This information will be used for the purposes of identifying 1) sensitive and hazardous areas to be fully protected and excluded from public access, 2) areas to be accessed only by tribes, and 3) potential areas to be accessed by the public for recreation including hiking and camping. To identify these areas, the contractor will collect and review existing data and, where needed,

conduct additional fieldwork and surveys. SCC will provide the existing data that it has, but the contractor will have primary responsibility for researching and identifying other existing data sources which SCC believes are extensive. On behalf of SCC, the contractor will lead a robust community engagement process for providing input on the future uses and location of uses on the DCL. The scope also includes assisting SCC in carrying out an in-depth tribal partnership process to help shape decisions on the future of the DCL. The contractor shall work with SCC to select the subconsultant for the tribal partnership program after the contract is initiated. The tribal partnership subconsultant must be approved by SCC. The information from the technical analyses, surveys, tribal partnerships, and community engagement will be used to inform the subsequent preparation of one or more draft conservation, cultural resource protection, and public access easements and supporting exhibits. In addition, the scope may be amended to include the development of draft land ownership and management plans in close coordination with SCC, its agency partners, the future landowners, the tribes, and the local community. The contract duration is expected to be three (3) years but could extend up to five (5) years.

Task 1 Project Management and Coordination

Task 1.1 Contract Management

Contractor is responsible for managing the budget and schedule, submitting requests for disbursement, and other project management activities. Contractor will submit a brief monthly email update to the SCC project manager. The monthly updates can be used as the progress report required with each request for disbursement.

Task 1.2 Meetings and Coordination

Contractor shall meet with the SCC project manager, and Interagency Committee (IC) as follows:

- Monthly call with the SCC project manager (and possibly others) to communicate project progress and discuss project-related issues.
- One two-hour kick-off meeting with SCC to confirm a shared understanding of scope, roles and responsibilities, communication protocols, and to address any outstanding questions.
- Approximately quarterly two-hour meeting with the IC
- Up to an additional 10 (ten) meetings as requested by SCC.

The IC will be comprised of local and state agency partners including San Luis Obispo County, State Parks, and the Coastal Commission. Others may be added in the future.

The meetings will be held either in person or virtually (Zoom or Teams) as determined by SCC. The contractor will be responsible for organizing the meeting time and logistics, preparing an agenda, materials, and summary notes for all meetings.

Task 1 Deliverables

- Monthly written update; and
- Meeting agendas and meeting notes focusing on action items, issues that need to be resolved, and schedule details.

Task 2 Community Engagement Program

The project, including the development of the conservation and public access easements, will require strong partnership and support between SCC and the various project stakeholders, including tribes, local and state government, potential future landowners, community members and community-based organizations. The purpose of this task will be to gather input that will feed into the drafting of conservation and public access easements that reflect the overall vision for the protection and appropriate use of the DCL.

Task 2.1 Develop Community Engagement Plan

Develop a participatory Community Engagement Plan. The plan will lay out the approach, methods, structure, and timeline for bringing interested stakeholders and communities to the table to provide input on the trail planning efforts. The plan will include community-specific engagement strategies. Upon approval of the community engagement plan, the contract scope and budget will be amended as necessary.

Task 2.2 Implement Community Engagement Plan

The contractor will work with SCC staff to implement robust, inclusive participatory engagement, as defined in the Community Engagement Plan. The contractor's role may include:

- Designing, planning, and facilitating committees, working groups and/or other means to elicit and incorporate meaningful community input into the conservation and public access easements;
- Sub-contracting with community groups to financially support their participation and the participation of community members;
- Developing and facilitating a Stakeholder Advisory Committee;
- Preparing and disseminating written materials;
- Contacting local leaders for engagement;
- Facilitating virtual or in-person meetings;
- Participating in public meetings including town halls, committee meetings, workshops, and other events;
- Holding one-on-one or small group meetings with key local community leaders;
- Supporting SCC Staff in external communications on the Project; and
- Spanish language translation may be required for some meetings and some materials.

Task 2.3 Integrate input from the engagement into the conservation and public access easements.

- Develop and implement a process to provide input from tribes and the community to the project team throughout the engagement process;
- Develop visualizations, maps, written feedback, and other means of communication to share community feedback with SCC staff;
- Prepare a written report with the outcomes of community outreach.

Task 2 Deliverables:

- Draft and Final Community Engagement Plan;
- Summary of engagement events (meetings, conversations, etc.) included in monthly progress report;
- Summary report of community interests and concerns; and
- Updated summary report of community interests and concerns clarifying how community interests were addressed in the draft easement documents and draft Operation and Management plans.

Task 3 Tribal Partnership Program

After initiation of the contract, the contractor shall work with SCC to select the subconsultant to lead this task. SCC must approve the subconsultant. The initial contract should include scope and budget to select a subconsultant and develop a Tribal Partnership Plan (see below) for approval by SCC. Once the Tribal Partnership Plan is approved, the contract scope and budget will be amended as necessary.

Task 3.1 Develop Tribal Partnership Plan

This task includes assisting SCC in developing and carrying out an in-depth process for local California Native American tribes (“tribes”)* to play a key role in planning for DCL. The contractor’s subconsultant will develop a Tribal Partnership Plan that identifies a robust process to partner with tribes on the planning effort to shape decisions regarding the future of the DCL. This will include understanding and addressing tribe’s interest, goals, and concerns related to:

- Tribal ownership, management, or access to the DCL;
- Process for identifying areas of sensitive cultural and tribal resources;
- Appropriate actions to protect those sensitive cultural and tribal resources on the DCL; and
- Any other areas of interest or concerns relevant to conservation planning at the DCL.

The Tribal Partnership Plan should ensure tribal voices are centrally integrated in the planning process. Tribes should be engaged on the development of the Tribal Partnership Plan.

*The Native American Heritage Commission (NAHC) identifies multiple tribes as having ancestral homelands at the DCL, and the Tribal Partnership Plan needs to ensure it is an equitable process and all tribes identified by the NAHC as having an ancestral tie to the DCL are treated equally.

Upon approval of the tribal partnership plan, the contract scope and budget will be amended as necessary.

Task 3.2 Implement Tribal Partnership Plan

The contractor will lead implementation of the Tribal Partnership Plan, in close coordination with SCC Staff. The contractor's role may include:

- Conducting listening sessions to understand each tribe's interests, goals, and concerns related to conservation planning at the DCL;
- Facilitating discussions (in person and virtual) to identify opportunities to achieve tribal goals, address concerns, and resolve conflicts;
- Providing meeting notes and summaries in a timely manner, with follow-up to tribes to confirm that notes and summaries were captured correctly;
- Preparing and disseminating written materials;
- Conducting intermediary and final evaluation for tribes to provide feedback on how the tribal partnership process has gone for them, and any recommended changes; and
- Maintaining regular communication and updates to tribes throughout the planning process.

The contractor will be expected to pay stipends to tribal representatives for their time working on the project.

Task 3.3 Integrate Tribal Input

The contractor will provide recommendations and assist SCC to integrate tribal input into the conservation and public access easements. The contractor will develop a Final Tribal Summary Report that summarizes the tribal partnership process, outcomes, and recommendations for integrating tribal input received into the conservation and public access easements.

Deliverables:

- Draft and Final Tribal Partnership Plan;
- Meeting notes and/or summary, from all meetings, listening sessions, or events;
- Intermediary and final evaluations by tribes on project's tribal partnership process; and
- Draft and Final Tribal Summary Report.

Task 4 Obtain and Review Existing Conditions Data / Information

Obtain and review all relevant existing data, information and mapping related to the DCL's land ownership; existing development; existing easements, leases and license agreements that limit/restrict property uses; topography; natural conditions and resources; land features and attributes including but not limited to its natural, biological, tribal, and cultural resources, sensitive plant and wildlife habitats, topography, geology, and hazards. This information should be used to create a summary report and a draft base map and specific resource map layers.

For biological resources, the contractor shall research, review and summarize information from existing resource reports. The contractor shall develop a draft vegetation map based on available sources such as previously prepared maps, online sources, and aerial photograph interpretation. The contract shall also run searches of the California Department of Fish and

Wildlife's (CDFW) Natural Diversity Database (NDDDB) and California Native Plant Society's (CNPS's) Online Inventory of Rare and Endangered Plants of California for current information on sensitive biological resources known from the project area and surrounding region. Contractor shall also generate a U.S. Fish and Wildlife Service (USFWS) list of federally listed species that may occur in San Luis Obispo County and could be affected by future public access to the DCL.

For cultural resources, the contractor shall obtain all available information about past historic and prehistoric studies and sites within the DCL through the California Historical Resources Information System (CHRIS). The purpose of background research is to identify recorded archaeological resources and previous investigations on and near the DCL and to develop expectations for the types of archaeological deposits that may be present. Existing information should be mapped into a confidential cultural resource layer of the base map.

Background research shall also include a review of historic maps, and aerial photos of the project area; review of relevant references and reports in the project vicinity; inspection of geological and soils maps to further assess the potential for buried sites; and a request to the NAHC for a Sacred Lands File search.

Task 4 Deliverables

- Draft existing conditions report describing the project DLC's existing condition, including a reference list of the existing information obtained and reviewed; and
- Draft base map in GIS with additional data layers for:
 - Development on the property including, but not limited to, structures, roads, trails, permanent and moveable fences, water tanks, grazing infrastructure including water distribution systems, etc.;
 - Easements, leases, and license agreements that limit/restrict property uses;
 - Vegetation habitats;
 - Streams and other water resources;
 - Geological Resources;
 - Topography; and
 - Cultural and historic resources.

Task 5 Collect and Synthesize Additional Existing Condition Data

Based on the data identified in Task 4, the Contractor shall prepare a recommended list of additional data collection needed to complete the scope of work. SCC will review, and possibly revise, this list with the contractor. Based on the updated list of additional data needed, the contractor will prepare a scope of work that identifies the methodologies for data collection, cost estimate and schedule to obtain and map the additional data. The contractor will negotiate with SCC to finalize the scope and budget for Task 5, and the contract will be amended as necessary. Contractor will then carry out the scope of work to collect the additional data and will then update the Existing Conditions Report and GIS map layers.

If additional information on archaeological or tribal cultural resources will be collected, the contractor must provide an opportunity for tribal involvement in developing the scope of work and methods. After initiation of the contract, the contractor shall work with SCC to select the subconsultant if one is needed to collect additional information on archaeological or tribal cultural resource. SCC must approve the subconsultant in coordination with tribes. The initial contract should include scope and budget to select a contractor for these services.

If additional data collection of any type will involve any subsurface testing or boring, the contractor will provide for tribal monitoring of the work and obtain any required permits.

Task 5 Deliverables

- Draft and final list of additional data needed;
- Scope of work, cost estimate, and schedule for additional data collection;
- Revised existing conditions report;
- Revised base GIS data layers incorporating the additional data collected; and
- Electronic Data Folder with copies of all the non-confidential existing conditions data obtained or collected.

Task 6 Policy Collection and Analysis

Review and analysis of all relevant local, state and federal natural and cultural resource protection and public access and recreation programs, plans, policies and associated permit compliance requirements for planning, constructing and operating public access improvements and facilities including trails, parking, restrooms with/without sewage services, coastal overlooks, camping and other improvements. Policies addressing accessibility and sustainable trail and supporting facility design should be included in the analysis. The review and analysis should identify minimum standards and provisions necessary to meet federal security, public health and safety requirements, and County- or State-required implementation measures (i.e., signage, fencing, personnel) proposed to meet safety requirements for public trails and protection of resources.

Task 6 Deliverables

- Report with list and analysis of all relevant local, state and federal natural and cultural resource protection and public access and recreation programs, plans, policies and associated permit compliance requirements for planning, constructing and operating accessible and sustainable public access improvements and facilities including trails, parking, restrooms with/without sewage services, coastal overlooks, and other improvements.

Task 7 Conservation and Access Recommendations Report

Based on the outcomes of Task 2-6 and in close consultation with SCC, the contractor shall prepare a draft Conservation and Access Recommendations Report with supporting GIS maps

and data sets that analyzes the project site and identifies areas best suited for public access and recreation and areas of high resource conservation value.

Detailed evaluation of the potential routes and public access improvement areas should be based on (but not limited to) outcomes of the community engagement and tribal partnership processes, cultural and biological resources, topography, geology, viewsheds, hazards and public safety. Based upon previous public comments the community expectation is that there will be two primary trail corridors: 1) as close to the coast as feasible and 2) an interior trail; plus one or more spur trails connecting these corridors where feasible.

The analysis of areas suited for public access should include the following at a minimum:

- Identify specific trailheads and trail routes and summarize opportunities and constraints for each component. At a minimum, this should include:
 - One or more routes connecting the existing Pecho Coast and Point Buchon trails through the project area that stretches from Avila Beach/Port San Luis on the south to Montana de Oro to the north;
 - One or more routes for an interior trail connecting Wild Cherry Canyon through protected and public lands of the Irish Hills (including lands owned by State Parks and the US Bureau of Land Management) and stretching to Montana de Oro; and
 - One or more spur trails between the coastal and interior trails from the Avila to MDO route;
- Identify routes that could reasonably be made ADA accessible;
- Identify suitable locations for recommended trail user support facilities including but not limited to parking, restrooms, coastal overlooks, and other desired improvements;
- Identify potential areas for other public access amenities such as picnicking or camping;
- Propose appropriate access restrictions such as use types (pedestrian, bicycle, equestrian, motorized, etc.), seasonal restrictions, or other restrictions; and
- Prepare an analysis of the carrying capacity of each proposed public access area or route.

Considered access improvements must conform to the requirements of San Luis Obispo County Local Coastal Plan/Program (LCP) policies including Section 23.04.420 regarding minimum widths, necessary improvements, signage, other necessary supporting infrastructure.

The Contractor will lead an extensive community engagement and tribal consultation process on the draft Conservation and Access Recommendations Report and, in close consultation with SCC staff, prepare a Revised Conservation and Access Recommendations Report.

Task 7 Deliverables

- Draft and Final Conservation and Access Recommendations Report.

Task 8 Preparation of Draft Easement(s) and Supporting Exhibits

Based on the Final Conservation and Access Recommendations Report, and in consultation with SCC, and potential future landowners and easement holders, prepare draft conservation easement(s), cultural resource protection easement(s), and public access easements and supporting exhibits that balance future landowner rights to their property, the protection of sensitive coastal and cultural resources, and opportunities for coastal public access and recreation. The draft easements should address the sensitive natural and cultural resource areas and hazardous areas that are to be protected and excluded from public access, the areas to be accessed only by tribes, and the potential areas to be accessed by the public for recreation.

Task 8 Deliverables

- Draft conservation easement(s), cultural resource protection easement(s), public access easements and supporting exhibits.

Task 9 Wild Cherry Canyon Property Transfer Planning

To facilitate the future transfer of the Wild Cherry Canyon property for future park and natural and cultural resource protection purposes, the following items shall be prepared in compliance with the requirements of the California Department of General Services and other state agencies, as appropriate: property appraisal reflecting recent legal decisions; environmental site assessment; preliminary title review; and a summary report describing potential issues of concern that have the potential to complicate the property transfer for park and natural and cultural resource protection purposes.

Task 9 Deliverables

- Property appraisal;
- Environmental site assessment;
- Preliminary title review; and
- Summary report describing issues of concern.

Task 10 Draft Operation and Management Plans (Optional Task)

Based on the Final Conservation and Access Recommendations Report and Draft Easements, and in consultation with SCC, and potential future landowners and easement holders, prepare draft operation and management plans.

- Prepare draft operation and management plans for areas identified as potentially suitable for public access with a determination of maximum daily and annual carrying capacity.
- Identify specific managed access measures, including docent-guided hikes and docent managed trail areas, as well as potential shuttle options to reduce vehicle traffic throughout the DLC.

Task 10 Deliverables

- Draft operation and management plans.

4. REQUEST FOR QUALIFICATIONS PROCEDURE

4.1 Minimum Requirements

The contractor must demonstrate that it can comply with SCC contracting requirements and is qualified to do business in the State of California. A successful candidate will have at a minimum expertise in the following areas:

- Project management, including time management, organization, communication (oral and written), and coordination skills;
- Coastal land use planning and permitting (local, state, federal);
- Landscape architecture for park amenities such as trails, restrooms, parking areas;
- Hydrology;
- Biological Analysis;
- Coastal geology & geotechnical analyses;
- Land Surveying;
- Minimum of five (5) years of recent work experience in Cultural and Tribal Engagement and Resource assessment work;
- Inclusive design;
- GIS mapping; and
- Excellent remote and in person meeting facilitation skills.

4.2 Contract Terms

The draft contract is provided as Attachment 1 to this Request for Qualifications. Please note that there are contract provisions that may affect the cost of the work.

4.2.1 Contract Negotiations

Firms should review the draft contract provided as Attachment 1 and identify in their submission any terms requiring clarification or for which the contractor is requesting a modification.

4.2.2 10% Withholding

The contractor will be paid for its actual time and expenses up to the amount provided for each task and subtask. The contractor should anticipate that ten percent (10%) will be withheld from each invoice. Withholding from Task 1 will be released annually, starting with completion of the December 2024 period, upon the request of the contractor and submission of a satisfactory Request for Disbursement. Withholding for Tasks 2 and 3 will be released annually by calendar year upon the completion of all subtasks scheduled for that calendar year. Withholding for all

other tasks will be released upon the satisfactory completion of the Task. SCC must approve all task and subtask work products before release of the withholding.

4.2.3 DVBE Requirement

The State has established the Disabled Veteran Business Enterprise (“DVBE”) Participation Goal Program for participation in State contracts. SCC will give preference to proposals with a minimum DVBE participation percentage of 3% or more. (See below Section 4.6, Proposal Evaluation.) Provide the firm name and DVBE Certification number of any DVBE subcontractor. Visit this website for information about certification:

<https://www.dgs.ca.gov/PD/Services/PageContent/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-BusinessDisabled-Veteran-Business-Enterprise>

4.3 Key Dates

Firms submitting proposals are advised of the key dates and times shown below and are expected to adhere to them.

RFQ Release Date	February 6, 2024
RFQ Information Meeting	February 20, 2024
Qualifications Submission Date	March 15, 2024
Approximate Contract Start Date	April 22, 2024
Approximate Contract End Date	April 22, 2027

4.4 Questions

Questions should be submitted in writing to Tim.Duff@scc.ca.gov. Answers to questions received about this RFQ will be posted to the following page on the Conservancy website on a weekly basis: <https://scc.ca.gov/2024/01/30/diablo-canyon-lands-rfq/> If there are no new questions, the site will not be updated.

4.5 Public Records Act

California Government Code Sections 6250 *et seq.*, the California Public Records Act, provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure. Be advised that all information submitted in response to this RFQ and any contract that eventually arises from this RFQ is a public record in its entirety. By submitting materials, you are consenting to release of such materials if requested under the Public Records Act

4.6 Proposal Submission Requirements

Each response to this RFQ shall include the information described in this section. Failure to include all the information specified may be cause for rejection. Additional information may be provided, but it should be succinct and relevant to the goals of this RFQ and should be included in an appendix.

4.6.1 Cover Letter with the following information:

- Legal name and Mailing Address of Firm (include physical location if address is a P.O. Box)
- Contact Person, Telephone Number, and Email Address
- Small business and/or DVBE certification number of Contractor, if applicable. Visit this website for information about certification: <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-ServicesList-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-BusinessEnterprise>
- A statement that the contractor will perform the services and adhere to the requirements described in this RFQ and shall assure that the designated project team, including subcontractors (if any), will be used for this project and any reassignment or substitution of any team member or subcontractor shall not be made without the prior written approval by the Conservancy.

4.6.2 Contractor's Qualifications and Experience

Describe your firm and provide a statement of your firm's qualifications for performing the requested services. Provide a summary of your firm's experience in providing these or similar services. If any of the work will be carried out by subcontractors, identify the subcontractor and describe its experience in providing these or similar services. Identify any of the subcontractors that are certified by the State of California as a Small Business Enterprise or a DVBE and provide the certification number. Visit this website for information about certification:

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

If the subcontractor is a corporate entity, a copy of a Secretary of State Certification of Business Status is required.

4.6.3 Project Team

Provide a brief summary of the role, qualifications, experience, and geographic location of key team members expected to work on the project. For each specify which firm they work for and the length of service with that firm. Identify the Contractor Project Manager. Full resumes of key team members are to be included in an appendix.

4.6.4 Project Understanding

Based on the available information and experience with similar projects, provide a narrative describing your understanding of the services requested in this RFQ, your general approach and any major challenges to achieving the stated goals or carrying out the specified scope of work. Discuss any issues that you believe will require special consideration for this project. Also identify any unique approaches or strengths that your team may have related to this project.

4.6.5 Project Plan, Schedule, and Budget

Based on the available information and experience with similar projects, provide more details on the specified scope of work, a proposed schedule, and a proposed budget. Please provide the hourly rates of all team members, including subcontractors. Also provide information on

expenses or other direct costs that you anticipate needing. Please note that all travel costs will be subject to the terms identified in the draft contract. Identify any issues or questions regarding the scope of work that need to be resolved before the budget can be finalized.

4.6.6 References

Provide three (3) references for projects or services similar in nature and scope that your firm's team members have completed in the last five (5) years. Identify the role and responsibility of proposed team members in those projects. Include brief descriptions of the projects, dates, contact persons' names, email addresses, and telephone numbers.

4.6.7 Submittal

An electronic copy of your proposal should be submitted by email to tim.duff@scc.ca.gov. Submittals must be received by 5pm on **March 15, 2024**.

4.8 Proposal Evaluation

Responses to this RFQ will first be reviewed to verify that they meet the minimum qualifications, and that all of the content requested in Section 4.5 above is included. If a response is missing information, it may be deemed non-responsive. Further review is subject to SCC's discretion. SCC may request supplemental information. Interviews may be conducted if deemed necessary.

Award of a contract resulting from this RFQ will be determined based on demonstrated competence and professional qualifications, as required by Government Code Section 4525 et seq. The Conservancy will rank the proposals based on the following criteria:

1. Demonstrated competence, including the contractor's past experience with similar projects; the education and experience of key personnel, in particular the project manager and community engagement facilitator; the longevity of the contractor and amount of staff turnover; and the nature and quality of the contractor's past completed work.
2. Specialized qualifications for the services to be performed;
3. Previous experience working on projects within the Conservancy's jurisdiction, and in particular in San Luis Obispo County;
4. Small business status of the Firm submitting a statement of qualification, if applicable;
5. DVBE status of a Firm submitting a statement of qualification, if applicable; and
6. The good faith effort of the Contractor to subcontract with DVBEs to assist SCC in its efforts to meet statewide participation goals for DVBEs as set forth in Public Contract Code section 10115.

SCC will attempt to negotiate a contract with the highest ranked proposer. If SCC cannot reach agreement with the highest ranked proposer, negotiation with that proposer will be terminated and negotiations will then proceed in the same manner with the other proposers in order of ranking. SCC reserves the right not to pick any of the submitted proposals and is not obligated

to accept any proposal or to negotiate with any contractor. All transactions are subject to final approval by SCC.

The contractor will be hired under contract to SCC. The selected contractor will be paid for its actual time and expenses up to the amount stated in the final budget. The Contractor should anticipate that ten percent (10%) will be withheld from each invoice. SCC must approve all task work products before release of the withholding.

5. AMENDMENTS

SCC anticipates that the initial contract, including the scope of work as discussed above, may be augmented or extended to meet program needs.

6. ATTACHMENT

- Draft Contract

ATTACHMENT 1: *DRAFT CONTRACT FOR CONSULTANT SERVICES*

SCOPE OF CONTRACT

_____ (“the contractor”) shall provide environmental services to and shall perform tasks for the State Coastal Conservancy (“the Conservancy”) as follows:

The contractor will 1) prepare a variety of studies and analyses needed to inventory, characterize, and map the locations of the property’s significant natural, biological, cultural, and tribal resources; topography; geology; hazards; and other relevant property attributes; 2) assist the Conservancy in conducting a robust tribal and community engagement program; 3) assist SCC as needed to facilitate the long-term ownership, management, and public access to the DCL; 4) work in collaboration with SCC to prepare easements for conservation, cultural resource protection, and public access; and 5) provide other technical assistance as needed. The information gathered through the technical studies, community engagement and tribal partnerships will inform the subsequent preparation of one or more conservation, cultural resource protection, and public access easements by the selected contractor in close coordination with SCC, its agency partners, the local community and tribes. The contractor will develop and implement tribal partnership and community engagement programs using a subconsultant approved by the Conservancy with recent experience in tribal and underserved community engagement and justice, equity, diversity, and inclusion work.

The contract duration is expected to be three (3) years but could extend up to five (5) years.

The contractor shall perform all services in close consultation with Conservancy staff.

TERM OF CONTRACT, EARLY TERMINATION AND SUSPENSION

This contract shall take effect when signed by both parties. This contract may be signed electronically using a process specified by the Conservancy.

The term of this contract is from its effective date through June 30 , 2027 (“termination date”). However, all work shall be completed by April 22, 2027 (“the completion date”).

The term of this contract is based on the current level of funding available for the services to be provided under this contract. If additional funding is authorized, the parties anticipate that the term of the contract may be extended and the scope of work may be revised by amendment.

The Conservancy may terminate this contract for any reason by providing the contractor with seven days notice in writing. During the term, the Conservancy may also suspend the contract upon written notice. In either case, upon receipt of the notice of termination or suspension, the contractor shall immediately stop work under the contract and take whatever measures are necessary to prevent further costs to the Conservancy under this contract. The Conservancy

shall be responsible for any reasonable and non-cancelable obligations incurred by the contractor in the performance of this contract up to the date of notice to terminate or suspend, but only up to the unpaid balance of total funds authorized under this contract. Any notice suspending work under this contract shall remain in effect until further written notice from the Conservancy authorizes work to resume.

On or before the date of termination of the contract under this section, the contractor shall provide the Conservancy with all work, material, data, information, and written, graphic or other work produced or developed under this contract (whether completed or partial), in appropriate, readily useable form.

The contractor shall include in any contract with any subcontractor retained for work under this contract a provision that entitles the contractor to suspend or terminate the contract with the subcontractor for any reason on written notice and on the same terms and conditions specified in this section.

WORK PRODUCTS

The contractor hereby assigns to the Conservancy and the Conservancy accepts the assignment of all rights and interest in all material, data, information, and written, graphic or other work produced under this contract, including, without limitation, any right to copyright, patent or trademark the work.

The contractor shall include in any contract with a third party for work under this contract a provision that preserves the rights created by the first paragraph of this section, and that identifies the Conservancy as a third-party beneficiary of that provision.

Pursuant to Government Code section 7550, any document or written report that is produced under this contract at a cost of greater than \$5,000 shall contain a separate section disclosing all contracts and subcontracts related to the production of the document or written report, including the contractor or subcontractor name, contract number, and total amount of the contract or subcontract.

In any work products produced pursuant to this contract, the contractor shall state, in a prominent location, that the work product was prepared on behalf of, and paid for, by the Conservancy. The contractor shall provide similar acknowledgement in any public presentation or publication which describes or utilizes any work product produced pursuant to this contract. Any reference on contractor's website to this contract's work products shall state that the work product was prepared on behalf of, and paid for, by the Conservancy, and shall include a link to the Conservancy's website. The contractor shall impose the obligations described in this paragraph on its subcontractors and shall include a similar provision to this paragraph in any agreement for work pursuant to this contract.

All work products produced under this contract that are intended for publication on the Conservancy's website shall comply with California Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines 2.0, or a subsequent version, published by the

Web Accessibility Initiative of the World Wide Web Consortium, at a minimum Level AA success criteria.

COSTS AND DISBURSEMENTS

The total amount of funds disbursed under this contract shall not exceed \$5,000,000 (five million dollars). The amount encumbered by this contract is based on the current level of funding available for the services under this contract. If additional funding is authorized, the parties anticipate that the total amount of funding will be increased and the budget revised by amendment to this contract.

The Conservancy shall make disbursements to the contractor on the basis of services rendered and costs incurred to date, less ten percent, upon satisfactory progress in accordance with schedules, budgets, and other provisions of this contract, and upon submission of a “Request for Disbursement” form (available from the Conservancy), which shall be submitted no more frequently than monthly but no less frequently than quarterly. The Conservancy shall disburse the ten percent withheld upon completion of all tasks to the satisfaction of the Conservancy and upon the submission of a final Request for Disbursement.

If the Conservancy retains the funds withheld for 60 days or more beyond completion of the contractor’s services, the contractor may request in writing that the Conservancy place the amounts withheld in an interest-bearing escrow account in a state or federally chartered bank in California, in accordance with California Public Contract Code section 6106.5. However, if the contractor avails itself of this option, it must make the same option available, with respect to amounts that the contractor withholds from the subcontractors, to any subcontractors performing more than five percent of the monetary value of the work. The escrow agreement(s) shall be substantially in the form prescribed by Public Contract Code section 6106.5(f).

Services shall be billed at no more than the standard billing rate for the following personnel of contractor and its subcontractors:

- Position \$ /hr.
- Position \$ /hr.
- Position \$ /hr.
- Position \$ /hr.
- Position \$ /hr.

If additional funding is authorized for the work under this contract and the term and total funding are increased by amendment, the contractor’s hourly rates may be increased by amendment to reflect a reasonable increase in market rates for similar services.

The Conservancy will reimburse the contractor for direct expenses necessary to the provision of services under this contract when documented by appropriate receipts. The Conservancy will

reimburse travel and related expenses at actual costs not to exceed the state employee rates as identified on the California Department of Human Resources (CalHR) website under travel reimbursements for state employees. Except for rates for operating a private vehicle, the Conservancy may reimburse in excess of the state employee rates upon documentation that these rates are not reasonably available to the grantee. All travel other than automobile travel or by public transit (the latter of which is strongly encouraged) within the County of Santa Barbara, must be approved in advance by the Executive Officer of the Conservancy (“the Executive Officer”).

The Conservancy will reimburse the contractor at cost for other necessary expenses if those expenses are reasonable in nature and amount taking into account the services provided and other relevant factors.

No overhead or indirect expenses of the contractor or its subcontractors will be reimbursed.

Each Request for Disbursement submitted by the contractor must include the contractor’s name and address, the number of this contract, the contractor’s authorized signature, the date of submission, the total amount of costs incurred for the period, a brief description of the services rendered and work products completed, and an itemized description, including time, materials and expenses incurred, of all work done for which disbursement is requested. The Request for Disbursement must also indicate itemized cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of contract funds. Each Request for Disbursement shall be accompanied by:

1. All receipts and any other source documents for direct expenditures and costs incurred by the contractor.
2. Invoices from subcontractors that the contractor engaged to complete any portion of the work funded under this contract and any receipts and any other source documents for costs incurred and expenditures by any such subcontractor, unless the Executive Officer makes a specific exemption in writing.
3. A supporting progress report summarizing the current status of the tasks under this contract and comparing it to the status required by “SCOPE OF CONTRACT” section, above, including written substantiation of completion of the portion of the tasks for which disbursement is requested.

The contractor shall submit a final Request for Disbursement within thirty days after the completion date provided in the “TERM OF CONTRACT, EARLY TERMINATION AND SUSPENSION” section, above.

The contractor’s failure to submit a Request for Disbursement and supporting documents, as required by this section, will relieve the Conservancy of its obligation to disburse funds to the contractor until the contractor corrects all deficiencies.

DISCLOSURE OF FINANCIAL INTEREST

When the contract takes effect and thereafter annually on or before April 1 throughout the term of the contract, and within 30 days of termination of the contract, the contractor shall complete and return to the Conservancy a “Statement of Economic Interests” form (“Form 700”) required under the California Political Reform Act of 1974 (the “Act,” Government Code Section 87200 et seq.). Form 700 may be obtained from the California Fair Political Practices Commission (current web site: <http://www.fppc.ca.gov>). The contractor shall comply with all requirements of the Act and Government Code Section 1090.

FUNDING AUTHORIZATION

The signature of the Executive Officer on the first page of this contract certifies that at its February 15, 2024 meeting, the Conservancy adopted the resolution included in the staff recommendation. This contract is executed pursuant to that authorization.

Standard Provisions

EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS

The total amount of this contract may not be increased except by amendment to this contract. The contractor shall expend funds in the manner described in the budget included under the "SCOPE OF CONTRACT" section, above. The allocation of funds among the items in the budget, other than overhead and indirect costs, may vary by as much as ten percent without approval by the Executive Officer, provided that the contractor submits a revised budget to the Executive Office prior to requesting disbursement based on the revised budget. Any difference of more than ten percent, and any deviation that shifts funds from approved budget items into an overhead or indirect costs category, must be identified in a revised budget that is approved in advance and in writing by the Executive Officer. The Conservancy may withhold payment for changes in particular budget items which exceed the amount allocated in the approved budget by more than ten percent and which have not received the approval required above. Any increase in the funding for any particular budget item shall mean a decrease in the funding for one or more other budget items unless there is a written amendment to this contract.

INDEMNIFICATION AND HOLD HARMLESS

The contractor shall be responsible for, indemnify and save harmless the Conservancy, its officers, agents and employees from any and all liabilities, claims, demands, damages, or costs, including without limitation litigation costs and attorneys fees, resulting from or arising out of the willful or negligent acts or omissions of the contractor, its officers, agents, subcontractors and employees, or in any way connected with or incident to this contract, except for the active negligence of the Conservancy, its officers, agents or employees. The duty of the contractor to indemnify and save harmless includes the duty to defend as set forth in Civil Code section 2778.

The contractor waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this contract.

The obligations in this "INDEMNIFICATION AND HOLD HARMLESS" section shall survive termination of this contract.

INSURANCE

Throughout the term of this contract, the contractor shall procure and maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the contractor or its agents, representatives, employees, or subcontractors associated with the project undertaken pursuant to this contract.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - a. Insurance Services Office (“ISO”) Commercial General Liability coverage (occurrence Form CG 0001 or comparable).
 - b. Automobile Liability coverage - ISO Form Number CA 0001, or comparable (covering “Any Auto” or Owned, Hired and Non-owned autos).
 - c. Workers’ Compensation insurance as required by the Labor Code of the State of California.
2. Minimum Limits of Insurance. The contractor shall maintain limits no less than:
 - a. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this contract or the general aggregate limit shall be twice the required occurrence limit.
(Including operations, products and completed operations, as applicable)
 - b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - c. Worker’s Compensation: As required by law with Employer’s Liability of no less than \$1,000,000.
3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.
4. Required Provisions Concerning the Conservancy and the State of California.
 - a. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days’ prior written notice by first class mail has been given to the Conservancy or, in the event of cancellation of coverage due to nonpayment, after ten days’ written notice to the Conservancy. The contractor shall notify the Conservancy within the earlier of: two days following the contractor’s receipt of any notice of cancellation, non-renewal or material change that affects the required insurance; or five business days before the effective date of any cancellation, non-renewal or material change that effects required insurance coverage.

- b. The contractor hereby grants to the State of California, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the contractor may acquire against the State of California, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. The contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the contractor has received a waiver of subrogation endorsement from the insurer.
 - c. The general liability, automobile liability, and vessel policies (if any) are to contain, or be endorsed to contain, the following provisions:
 - i. The State of California, its officers, agents and employees are to be covered as additional insureds, but only with respect to activities conducted relative to this contract. The additional insured endorsements are to be provided.
 - ii. For any claims related to this contract, the contractor's insurance coverage shall be primary insurance as respects the State of California, its officers, agents and employees, and not excess to any insurance or self-insurance of the State of California.
 - iii. The limits of the additional insured coverage shall equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this agreement.
 - d. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of section 2782 of the Civil Code.
5. Acceptability of Insurers. Insurance is to be placed with insurers admitted to transact business in the State of California and having a Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Conservancy and approved in writing by the Executive Officer.
 6. Subcontractors. The contractor shall include all subcontractors as insureds under its policies or shall require each subcontractor to provide and maintain coverage consistent with the requirements of this section.
 7. Verification of Coverage. The contractor shall furnish the Conservancy with original certificates and amendatory endorsements, including the required additional insured endorsements, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The Conservancy reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.
 8. Premiums and Assessments. The Conservancy is not responsible for premiums and assessments on any insurance policy.

NONDISCRIMINATION

During the performance of this contract, the contractor and its subcontractors shall not deny the contract'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. The contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the Conservancy to implement such article. The contractor and its subcontractors also shall not unlawfully deny a request for or take unlawful action against any individual because of the exercise of rights related to family-care leave (Government Code sections 12945.1 and 12945.2). The contractor shall permit access by representatives of the Department of Fair Employment and Housing and the Conservancy upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the Conservancy shall require to ascertain compliance with this clause. 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. (See Cal. Code Regs., tit. 2, §11105.)

The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

NONDISCRIMINATION IN PROVISION OF BENEFITS - DOMESTIC PARTNERS

The contractor certifies that it is in compliance with Public Contract Code section 10295.3, which prohibits discriminating in the provision of benefits between employees with spouses and employees with domestic partners, or between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or between same-sex and different-sex domestic partners of employees or between same-sex and different-sex spouses of employees.

AUDITS/ACCOUNTING/RECORDS

The contractor shall maintain financial accounts, documents, and records (collectively, "records") relating to this contract, in accordance with the guidelines of "Generally Accepted Accounting Principles" published by the American Institute of Certified Public Accountants. The records shall include, without limitation, evidence sufficient to reflect properly the amount,

receipt, deposit, and disbursement of all funds related to the services that the contractor is providing, and time and effort reports. The contractor shall maintain adequate supporting records in a manner that permits tracing of transactions from the invoices to the accounting records and to the supporting documentation.

The contractor shall retain these records for three years following the date of final disbursement by the Conservancy under this contract, regardless of the termination date. The records shall be subject to examination and audit by the Conservancy and the Bureau of State Audits during this period.

Additionally, the Conservancy or its agents may review, obtain, and copy all records relating to performance of the contract. The contractor shall provide the Conservancy or its agents with any relevant information requested and shall permit the Conservancy or its agents access to the contractor's premises, upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this contract and any applicable laws and regulations. The contractor shall maintain these records for a period of three years after final payment under the contract.

If the contractor retains any subcontractors to accomplish any of the work of this contract, the contractor shall first enter into a contract with each subcontractor requiring the subcontractor to meet the terms of this section and to make the terms applicable to all lower-tier subcontractors.

The Conservancy may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this contract.

INDEPENDENT CONTRACTOR STATUS

The contractor shall maintain its status as an independent contractor as defined in section 3353 of the California Labor Code. To this end, the contractor shall be under the control of the State, acting through its agent, the Conservancy, but only as to the results of its work and not as to the means by which the results are accomplished.

COMPUTER SOFTWARE

The contractor certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this contract, state funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

PRIORITY HIRING CONSIDERATIONS

To the extent required by Public Contract Code section 10353, the contractor shall give priority consideration in filling vacancies in positions funded by this contract to qualified recipients of

aid under Chapter 2 (commencing with section 11200) of Part 3 of Division 9 of the Welfare and Institutions Code, in accordance with Article 3.9 (commencing with section 11349) of Chapter 2 of Part 3 of Division 9 of the Welfare and Institutions Code.

FAMILY-SUPPORT OBLIGATIONS

The contractor acknowledges the state policy contained in Public Contract Code section 7110, that state contractors recognize the importance of child- and family-support obligations and fully comply with all applicable state and federal laws relating to child- and family-support enforcement. In executing this contract, the contractor represents that, to the best of the contractor's knowledge, the contractor is fully complying with the earnings-assignment orders of all employees and is providing the names of all new employees the New Hire Registry maintained by the Employment Development Department.

DRUG-FREE WORKPLACE REQUIREMENTS

By signing this contract the contractor certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990, commencing at Government Code section 8350. The Act generally requires the contractor to notify its employees that illegal drug distribution, use or possession is prohibited and will be subject to disciplinary action and to establish a drug awareness program that, in addition, informs employees about the dangers of drug abuse in the workplace and about any available employee assistance programs. Further, the contractor shall give a copy of this notification to each employee working under this contract and require the employee to agree to abide by these rules.

NATIONAL LABOR RELATIONS BOARD

By signing this contract, the contractor states under penalty of perjury that, during the two-year period immediately preceding the date of the contract, no more than one final unappealable finding of contempt of court has been issued against the contractor for failure to comply with an order of the National Labor Relations Board.

AIR AND WATER POLLUTION

In accordance with Government Code section 4477, the contractor represents that it is not in violation of any order or resolution of the State Air Resources Board or an air pollution control district, and is not subject to a cease and desist order issued pursuant to section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions, and has not been finally determined to be in violation of provisions of federal law relating to air or water pollution.

EXPATRIATE CORPORATIONS

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

SETTLEMENT OF DISPUTES

If any dispute arises out of this contract, the contractor or the Conservancy shall notify the other party within ten days of discovery of the problem. Within thirty days of such notification, the Executive Officer may confer with the contractor and Conservancy staff members for the purpose of resolving the dispute. If the Conservancy is unable to resolve the dispute to the contractor's satisfaction, the contractor may proceed under Government Code sections 900 et seq. with any claims against the Conservancy arising out of this contract. If the dispute cannot be resolved to the Conservancy's satisfaction, the Conservancy may pursue any remedies available, including invoking its rights under the TERM OF CONTRACT, EARLY TERMINATION AND SUSPENSION clause of this contract.

EXECUTIVE OFFICER'S DESIGNEE

The Executive Officer shall designate a Conservancy project manager who shall have authority to act on behalf of the Executive Officer with respect to this contract. The Executive Officer shall notify the contractor of the designation in writing.

AMENDMENT

This contract may be modified only upon written agreement of the parties. However, the schedule may be modified by written letter of the contractor countersigned by the Executive Officer, and that modification shall have the same effect as if included in the text of this contract.

ASSIGNMENT, SUBCONTRACTING AND DELEGATION

The contractor has been selected to provide the services and perform the tasks of this contract because of its unique skills and experience. Except as expressly provided in this contract, the contractor shall not assign, subcontract or delegate any of the services and tasks to be performed, without written authorization by the Executive Officer.

TIMELINESS

Time is of the essence in this contract.

REQUEST FOR QUALIFICATIONS
CONSULTANT SERVICES FOR DIABLO CANYON LAND CONSERVATION PLANNING

LOCUS

This contract is deemed entered into in the County of Alameda.