DEPARTMENT OF WATER RESOURCES
715 P STREET, 7th FLOOR P.O. BOX 942836
SACRAMENTO, CA 94236-0001

INVITATION FOR BID

Notice to Prospective Bidders

July 7, 2026

You are invited to review and respond to this Invitation for Bid (IFB) number 10220137 for the Inspection, Maintenance, and Repair of Traveling Water Screens, Material Elevators, and Conveyors on an as-needed basis within the San Joaquin Field Division. The anticipated term of this agreement is three (3) years. In submitting your bid, you must comply with these instructions.

Note that all agreements entered into with the Department of Water Resources, hereinafter referred to as the "State", incorporates, by reference, the State's General Terms and Conditions (GTC) and Contractor Certification Clauses (CCC) that may be viewed and downloaded at the Department of General Services (DGS) website:

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

If you do not have Internet access, a hard copy can be provided by contacting the person listed below. The CCC package contains clauses and conditions that may apply to your Agreement and to anyone doing business with the State. The Certification will be kept on file in a central location.
Inquiries regarding the processing of this bid should be referred to Jodi Johnston at (661) 858-5678.
Please note that no verbal information given will be binding upon the State unless such information is issued in writing as an official addendum to this solicitation.

Sincerely,

Vince Alvidrez
Manager, San Joaquin Field Division

Attachment(s)

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A. Purpose and Description of Services

The Contractor will provide qualified personnel and equipment to Inspect, Maintain, and Repair Traveling Water Screens, Material Elevators, and Conveyors at various locations throughout the San Joaquin Field Division on an as-needed basis.

B. Bidder Minimum Qualifications

1. The Contractor's facility must be within a 50-mile radius of the San Joaquin Field Division's Operations and Maintenance Sub-Center, located at 21139 Highway 46, Lost Hills, California 93249.

2. The Contractor must have been actively engaged in all services requested for a period of three years and must provide one (1) invoice or work order from each of the previous three (3) years 2026, 2025, and 2024. Each document provided must show the same name as the current bidder, and must show work performed on traveling screens, material elevators, or conveyors.

C. Bid Requirements and Information

1. BID KEY ACTION DATES

All bidders must adhere to the following time schedule.

IFB available to prospective bidders on	July 13, 2026
Technical questions must be submitted by	July 27, 2026 at 2:00 pm
Answers to technical questions will be disseminated by	July 28, 2026 at 2:00 pm
Bids must be received by	August 11, 2026 at 2:00 pm
Bid opening to be held on	August 12, 2026 at 10:00 am
Anticipated start date of agreement is	January 1, 2027

Bid Openings: Sealed bids will be publicly opened and read at the following location.

Department of Water Resources
San Joaquin Field Division
4201 Sabodan Street
Bakersfield, California 93313

2. LOCATION WHERE WORK WILL BE PERFORMED:

Vendor's Facility and Various Locations within the San Joaquin Field Division

3. QUESTIONS AND ANSWERS

Technical questions must be submitted in writing to Jodi Johnston@water.ca.gov and received by the State on or before 2:00 pm on July 27, 2026. The State's representatives will provide answers in writing to all potential bidders by 2:00 pm on July 28, 2026.

4. SUBMISSION OF BID

a. Bids must be submitted by United States Postal Service (USPS) mail, hand delivery, United Parcel Service (UPS), express mail, or Federal Express.

i. Bids submitted by USPS, hand delivery, UPS, or Federal Express must be submitted to:

Department of Water Resources
Attn: Jodi Johnston
4201 Sabodan Street
Bakersfield, CA 93313

ii. Bids submitted by hand delivery, must be given to Contract Specialist Jodi Johnston on or before the bid due date and time. Please coordinate a day and time via phone (661) 858-5678 or e-mail Jodi.Johnston@water.ca.gov .

b. All bids must include original signatures on the following documents: Bid/Bidder Certification Sheet and any other documents specified in the Bid Checklist.

c. Bids not including the documents identified in the Bid Checklist shall be deemed non-responsive and will be rejected.

d. All bids are to be sent to DWR within the time frame indicated in the Time Schedule. Bids received after the due date and time will be returned unopened to the prospective bidder.

e. All bids must be submitted under sealed cover. The sealed cover must be plainly marked with the IFB title and number, must show your firm's name and address, and must be marked with "DO NOT OPEN."

f. Bids not submitted under sealed cover will be rejected. A minimum of two signed bids must be submitted. One bid must be submitted in hardcopy. One bid must be submitted in an electronic format (Word and/or PDF File) on a USB Drive. Both bids must be signed and submitted in the same envelope. USB Drives can be returned at the request of the bidder once the solicitation is concluded.

g. Bids must be submitted for the entire service described within the Scope of Work. Deviations from the specifications will not be considered and will be cause for rejection of the bid.

h. The State does not accept alternate language from a bidder. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.

i. A bid may be rejected if conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may waive any immaterial deviation in a bid. The State's waiver of immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with the objectives if awarded the Agreement. The State may reject all bids if deemed necessary.

j. Costs for developing bids and preparation of award of the Agreement are entirely the responsibility of the bidder and shall not be chargeable to the State.

k. This IFB must be signed by an individual who is authorized to bind the bidding firm contractually. The signature must indicate the title or position that the individual holds in the firm. An unsigned bid will be rejected.

l. A bidder may modify a bid after its submission by withdrawal and resubmission before the bid due date. Modification of a bid offered in any other manner, oral or written, will not be

considered.

m. A bidder may withdraw their bid by submitting a written request to the State for its withdrawal, signed by the bidder or an agent authorized in accordance with Paragraph l above. A bidder may thereafter submit a new bid before the bid submission deadline. Bids may not be withdrawn after the bid due date. Bids received after the due date and time will be returned unopened to the prospective bidder.

n. DWR may modify the IFB prior to the date fixed for submission of bids by the issuance of an Addendum to all parties who received a bid package.

o. If all bids are too high, DWR is not required to award an Agreement.

p. Bids are public upon bid opening.

q. Bidders are cautioned not to rely on the State during the evaluation to discover and report all defects and errors in the bid documents. Bidders should carefully proof read documents for errors and adherence to the IFB requirements prior to bid submittal.

r. Where applicable, the bidder should carefully examine the worksite and specifications. Bidder shall investigate the conditions, character, quality of surface, subsurface materials, or obstacles to be encountered. No additions to the Agreement amount will be made because of failure to thoroughly examine the worksite and specifications.

5. EVALUATION AND SELECTION PROCESS

a. The State will put each bid through a process of evaluation to determine the responsiveness of bidders to the State's needs. The final selection will be made on the basis of the lowest responsible bid meeting the specifications.

b. Bids containing false or misleading statements or providing references that do not support an attribute or condition claimed by the bidder may be rejected. If, in the opinion of the State, information was intended to mislead the State in its evaluation of the bid, and the attribute, condition, or capability is a requirement of this IFB, it will be the basis for rejection of the bid.

c. If, in the opinion of the State, the submitted bid information is determined to be unbalanced, the State may reject the bid. An “unbalance bid” is a bid that, in the sole discretion of the State, has nominal prices for work item(s) that represent substantive work and/or overly enhanced prices for nominal work item(s).

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

e. Bids submitted that include option years will be evaluated based on the total bid amount for all years provided for the overall bid ranking. However, the total bid amount, for determining the contract amount will not include the option years.

f. The contract will be awarded to the lowest responsible bidder after consideration of any applicable preferences. If there are tied bids, representatives of the State will draw straws to

pick the winning bidder. The drawing will be witnessed and documented by two or more State employees.

6. TAX DELINQUENT STATUS VERIFICATION

   a. Effective July 1, 2012 Public Contract Code 10295.4, requires state agencies to verify the tax delinquent status of bidders responding to state solicitations.

   b. At the time of bid evaluation, prior to contract award and execution, the State will verify all proposing firms and identified subcontractors as not listed as tax delinquent by the Franchise Tax Board and the California Department of Tax and Fee Administration. Any proposing firms or subcontractor listed as tax delinquent shall result in a proposal rejection and will not be considered for contract award. Proposing firms wanting further clarification can refer to the statute above or to the web sites listed below for additional information.

      California Department of Tax and Fee Administration – Top 500 Sales Tax and Use Delinquencies in California
      https://www.cdtfa.ca.gov/taxes-and-fees/top500.htm

      Franchise Tax Board – Top 500 Delinquent Tax Payers
      https://www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html

7. GENERATIVE ARTIFICIAL INTELLIGENCE (GEN AI) DISCLOSURE

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

   b. Bidder / Offeror must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

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

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

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

8. AWARD AND PROTEST

   A bidder may protest the award of a contract on the grounds that it (the bidder) is the lowest responsible bidder meeting the specifications and should therefore be awarded the contract.

A protestant must be able to prove that the awarding agency has committed a material error in the conduct of the bid award process.

Public inspection of all bids will be allowed after the bid opening.

Protests must be received in a timely manner pursuant to Public Contract Code Section 10345, as applicable. In order to be considered timely, a protest must be filed with the State Agency conducting the solicitation and DGS before the contract award is made.

Please note that if the award will be made to other than the low bidder, any protests must be filed within five business days of notice to the low bidder that the contract was awarded to another bidder. If a written request was submitted by a bidder to the State agency requesting that a notice of intent to award be posted, the protest must be filed during the five business days the notice is posted.

Within five business days of filing the protest, the protestant must submit a detailed written statement of protest if the original protest did not contain the complete grounds for the protest.

Both the original protest and/or the detailed statement of protest, if any, must include the IFB number, the name of the State Agency conducting the solicitation, State agency contact person, and protestant's fax number, if any.

The protest documents may be sent by regular mail, email, courier, or personal delivery to:

Department of General Services
Office of Legal Services
Attention: Bid Protest Coordinator
707 Third Street, 7th Floor, Suite 7-330
West Sacramento, CA 95605
Bid Protest Coordinator Email address: OLSProtests@dgs.ca.gov

AND

Department of Water Resources
Contract Specialist Email Address: Jodi.Johnston@water.ca.gov

Upon receipt of the protest, DGS shall send the protestant an acknowledgement letter and thereafter communicate with the parties regarding further disposition of the protest.

9. DISPOSITION OF BIDS

Upon bid opening, all documents submitted in response to this IFB will become the property of the State and will be regarded as public records under the California Public Records Act (Government Code Section 7920 et seq.) and are subject to review by the public. Bids may be returned at the request and expense of the bidder.

D. Standard Conditions of Service

1. Service(s) shall not commence until the Agreement is fully executed and all approvals have been obtained.

2. All performance under the Agreement shall be completed on or before the termination date of the Agreement unless this Agreement is amended to extend the term.

3. No oral understanding or agreement shall be binding on either party.

E. Payee Data Record

1. The Contractor awarded this Agreement must have completed and submitted form STD 204, Payee Data Record, to determine if the Contractor is subject to a seven percent State Income Tax withholding pursuant to California Revenue and Taxation Code Sections 18662, 18805, and 26131.

2. No payment shall be made unless the Payee Data Record form has been completed and returned to the State.

F. Key Employee Policies and Guidelines Notice Acknowledgment (Consultants and Contractors)

1. The selected contractor awarded this Agreement must complete and submit the form DWR 9524a, Key Employee Policies and Guidelines Notice Acknowledgment. These policies and guidelines communicate expectations for contractors. Every contractor or subcontractors employee is expected to read and understand the material contained within. Primary contractor/subcontractors are responsible to ensure that their employees are aware of and adhere to the policies and guidelines.

G. Economic Incentive Programs

Bidders may be eligible for additional preferences when their place of business is located within certain economic regions and when they hire persons living and working within those economic regions. Please access the following links to read information about these economic incentive programs.

TACPA CONTRACT PREFERENCE

This solicitation contains Target Area Contract Preference Act (TACPA) preference request forms. Please carefully review the forms and requirements. Bidders are not required to apply for these preferences. Denial of the TACPA preference request is not a basis for rejection of the bid.

The State as part of its evaluation process reserves the right to verify, validate, and clarify all information contained in the bid. This may include, but is not limited to, information from bidders, manufacturers, subcontractors and any other sources available at the time of the bid evaluation. Bidder refusal to agree to and/or comply with these terms, or failure to provide additional supporting information at the State's request may result in denial of preference requested.

Contracts awarded with applied preferences will be monitored throughout the life of the contract for compliance with statutory, regulatory, and contractual requirements. The State will take appropriate corrective action and apply sanctions as necessary to enforce preference programs. Links to forms and contact information are below.

- TACPA Preference Request (STD 830)
- Manufacturer's Summary of Contract Activities and Labor Hours (DGS PD 525)
- Bidder's Summary of Contract Activities and Labor (DGS PD 526)

Any questions regarding the TACPA preference should be directed to DGS-PD Support Services Unit at (916) 375-4609 or TACPA@dgs.ca.gov.

H. Small Business Preference Program

1. The Small Business Procurement and Contract Act Government Code (GC) Section 14838 et. seq.requires that a fair share of the State's purchases and contracts for goods, information technology services and construction be placed with a certified Small Business (SB) or Micro-Business (MB). The Act mandates that state agencies:

    a. Establish participation goals,
    b. Provide a five percent (5.0%) SB calculation preference, and
    c. Provide the opportunity for bidders to receive a five percent (5.0%) non-small business (NSB) calculation preference when achieving twenty-five percent (25.0%) SB participation through subcontracted efforts.

    Bidder which is awarded the contract is committed to paying the stated percentage of the total contract amount (including contract amendments) to the SB subcontractor(s) as declared on the DGS PD 05-105 form. SB bidders and subcontractors must be certified by DGS/OSDS to participate in SB Preference program.

2. SMALL BUSINESS PREFERENCE

    The SB Preference offers certified SB's and MB's a calculation preference in the amount of five percent (5%) of the lowest responsible bid submitted by a bidder who is not a certified SB. The SB Preference is used as a calculation for determining the lowest bidder and does not affect the actual price bid. Responding bidders must:

    a. Includes in its bid a notification to the awarding department that it is an SB or that it has submitted to The Department of General Services, Office of Small Business & Disabled Veteran Business Enterprise Services (DGS/OSDS) a complete application no later than 5:00 p.m. on the bid due date, and is subsequently certified by DGS/OSDS as an SB; and
    b. Include copy of firm's DGS/OSDS SB certification
    c. Submits a timely, responsive bid; and
    d. Be determined to be a responsible bidder.

3. NON-SMALL BUSINESS PREFERENCE

    Non-small business (NSB) bidders will be granted a five percent (5.0%) NSB preference on a bid evaluation when a responsible NSB has agreed to subcontract at least twenty-five percent (25.0%) of their bid price with a California certified SB and if the NSB bidder's bid is not the low price bid, or when a proposal has been not been ranked as the highest scored bid pursuant to the evaluation of the solicitation. Responding bidders must:

    a. Include information on required form DGS PD 05-105, Attachment VIII, of the DGS/OSDS certified SB subcontractor(s) with which it commits to subcontract a total of at least twenty-five percent (25%) of its net bid price (refer to page two of form for detailed instructions);
    b. Include copy of the DGS/OSDS certification for each identified SB;
    c. Submits a timely, responsive bid; and
    d. Be determined to be a responsible bidder.

4. NON-SMALL BUSINESS PREFERENCE CALCULATION

The NSB calculation preference five percent (5.0%) is used for bid evaluation purposes only. Awards made as a result of the NSB preferences shall be awarded at the bidder's original bid price. The preference shall be computed as follows:

Bidder A, (Low Bid), non-small business:	$125,000
Bidder B, non-small business (subcontracting 25% to a certified small business)	$131,000
Calculation Preference:	$125,000 x .05 = $6,250

Bidder B	$131,000
Subtract calculated preference	- $6,250
Adjusted Bid for Bidder B	$124,750

Award is made to Bidder B as the low bidder at the bid price of $131,000.

5. TIES BETWEEN CERTIFIED SMALL BUSINESSES AND DVBE BUSINESSES

In the event of a precise tie between the bid of an SB and the bid of a Disabled Veteran Business Enterprise (DVBE) that is also an SB, the award shall go to the DVBE that is also an SB.

6. MAXIMUM ALLOWABLE PREFERENCES

In no event shall the amount of the SB or NSB subcontractor preferences awarded on a single bid exceed $50,000, and in no event shall the combined cost of the SB or NSB subcontractor preference and preferences awarded pursuant to any other provision of law exceed $100,000. The five percent (5%) calculation preference is used for computation purposes only and does not alter or affect the actual bid price or the amount of the executed contract. When a certified SB is the lowest responsive, responsible bidder, then there is no need to compute the SB preference as the SB is the low bidder.

7. COMMERCIALLY USEFUL FUNCTION (SBs) (Government Code (GC) section 14837(d) (4))

A certified SB, micro-business (MB) contractor, subcontractor or supplier, must meet commercially useful function (CUF) requirements under Government Code (GC) section 14837(d) (4). Selected firms must perform a CUF relevant to this contract.

The term "small business contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements in accordance with GC section 14837(d) (4) and provides services or goods that contribute to the fulfillment of the contract requirements by performing a CUF. A person or an entity is deemed to perform a CUF if that person or entity does **all** of the following:

1. Is responsible for the execution of a distinct element of the work of the contract.
2. Carries out contractual obligations by actually performing, managing, or supervising the work involved.
3. Performs work that is normal for its business services and functions.
4. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.
5. Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, and, if applicable, making payment

6. Its role is not an extra participant in the transaction, contract or project through which funds are passed in order to obtain the appearance of DVBE participation.

8. BIDDER CUF REQUIREMENTS

The Department will determine, to the best of its ability, that your firm meets the criteria above for CUF. In responding to this solicitation, you are confirming that, under GC 14837 (d) (4) above, your business provides goods and/or services meet the definition of CUF. All bidders are required to provide CUF documentation using the State's Bidder Declaration form DGS PD 05-105, Attachment VIII, included in the solicitation document.When completing the DGS PD 05-105, bidders must identify all subcontractors proposed for participation in the contract. Any bidder awarded a contract is contractually obligated to use the subcontractor for the corresponding work defined unless the State agrees to a substitution.

I. Disabled Veteran Business Enterprise Program

Solicitation is Exempt from DVBE Program Participation
The State has exempted DVBE Program requirements for this solicitation. However, for those firms voluntarily utilizing DVBE subcontractors, California Code of Regulations (CCR) 1896.99.100, the California DVBE Incentive provides responsive/responsible firms the opportunity to receive additional incentive calculations which DWR has determined to be a minimum participation commitment of three percent (3.0%). The incentive is applied at the time of solicitation cost evaluation when a bidder has identified a California-certified DVBE subcontractor to provide services or commodities in support of the overall contract effort. Application of the DVBE Incentive *may not displace a certified small business low bidder.*

Complete and provide the following forms for DVBE Incentive compliance:

1. DWR 9526, Attachment VI (Bidder Certification of DVBE Participation)
2. DGS PD 843, Attachment VII (DVBE Declarations)
3. DGS PD 05-105, Attachment VIII (Bidder Declaration) - refer to page two of form for detailed instructions
4. DGS/OSDS Certification(s) for bidder and/or subcontractor(s). Bidder and/or subcontractors must be certified by DGS/OSDS to apply for DVBE incentive

DVBE Incentive is as follows:

DVBE Participation	Incentive Percentage (%)
5.0% or over	5.0%
4.0% to 4.99%	4.0%
3.0% to 3.99%	3.0%
2.0% to 2.99%	2.0%
1.0% to 1.99%	1.0%

If you need assistance with finding a certified DVBE subcontractor, you can contact California Department of Veterans Affairs (CalVet) DVBE Program

- https://www.calvet.ca.gov/contact
  - Phone Number: 800-952-5626
  - Email: DVBE@calvet.ca.gov

You can also do a certified vendor search on Cal eProcure:
https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx?psNewWin=true

1. DWR SB/DVBE PROGRAM MANAGER PRE-REVIEW OF DVBE DOCUMENTATION

   The Department's SB/DVBE Program Manager offers a pre-review of a bidder's DVBE documentation prior to proposal submission. Since non-compliance with the DVBE program is immediate cause for rejection, the State strongly recommends firms interested in bidding take advantage of this opportunity to ensure they are fully compliant with DVBE Program participation requirements.

   Bidders should allow at least five (5) working days for pre-review of their DVBE documentation and submit them to the following:

   SB/DVBE Program Manager
   Email: SB.DVBE@water.ca.gov

   Upon satisfactory review of the bidder's DVBE documentation, the DWR SB/DVBE Program Manager issues a Notification of Compliance which the bidder will submit with their bid submittal.

2. DVBE INCENTIVE PROGRAM

   Under CCR 1896.99.100, the California DVBE Incentive provides responsive and responsible bidders the opportunity to receive additional incentive calculations. The incentive is applied at the time of solicitation evaluation when a proposing firm identifies and commits to using a California-certified DVBE subcontractor to provide services or commodities in support of the overall contract. Application of the DVBE Incentive may place the bidder in line for contract award.

   The following are key elements of the DVBE Incentive Program:

   a. The DVBE Incentive is applied during the evaluation process and is only applied to responsive bids from responsible bidders proposing the percentage(s) of DVBE participation for the incentive(s) specified in the solicitation.

   b. DVBE Incentive participation is at the discretion of the bidder and is *optional* when overall DVBE Program requirements are exempt by the State for that solicitation.

   c. When requesting the DVBE Incentive Application, a bidder must complete and return the DVBE Incentive Application Request included within this solicitation with their proposal at time of submission.

   d. DVBE certified firm (bidder and/or subcontractor(s)) must be certified by DGS/OSDS.

   e. Services or commodities provided by the DVBE firm MUST meet the definition of CUF as defined under Government Codes: 14837 and 14842.5; Military and Veterans Code 999 (B) (i) (ii); and California Code of Regulations 1896.71. A DVBE firm determined as not meeting CUF regulations will render the responding firm ineligible for the DVBE Incentive Application.

   f. Bidder which is awarded this contract, is committed to paying the stated percentage (on each form DWR 9526) of the total contract amount (including contract amendments) to the DVBE subcontractor declared on this form.

3. COMMERCIALLY USEFUL FUNCTION - DVBEs (MVC 999(B))

   Firms selected must perform a *"commercially useful function"* relevant to this contract. The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of CCR 1896.61(f); is certified in accordance with CCR 1896.70 and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function. As defined in MVC 999(B), a person or an entity is deemed to perform a "commercially useful function" if a person or entity does *all* of the following:

   a. Is responsible for the execution of a distinct element of the work of the contract;

   b. Carries out the obligation by actually performing, managing, or supervising the work involved;

   c. Performs work that is normal for its business services and functions

   d. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices

   e. Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment; and

   f. Its role is not an extra participant in the transaction, contract or project through which funds are passed in order to obtain the appearance of DVBE participation.

4. ORDER OF EVALUATION

   For purposes of evaluation, first SB Preference will be applied, followed by the DVBE Incentive calculation.

J. Pending Small Business or Disabled Veteran Business Enterprise Certification Applications

Bidders wishing to apply for the SB Preference, NSB Preference or DVBE Incentive related to this solicitation and have pending SB or DVBE certification(s) applications under review by DGS/OSDS, you must have:

1. notified DGS/OSDS that you are responding to a solicitation and are seeking an expedite review of your SB or DVBE certification application in relation to the solicitation;
2. provided DGS/OSDS with the Bid Key Action Dates page from the solicitation itself; and
3. must have submitted a complete application with all required forms and documentation to DGS/OSDS for review and approval by close of business of the Bid Submittal due date.

Bidders must notify the State in writing at the time of bid submission that they have an application for SB or DVBE certification under review at the DGS/OSDS, and that they wish to be considered for the SB Preference, NSB Preference or DVBE Incentive.

Contact DGS/OSDS at (916) 375-4940 to obtain information about the application expedite process. Website: https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/OSDS/OSDS

BID CHECKLIST

Please review the following checklist for a list of documents that must be returned with your bid package. Please read the State of California's General Terms and Conditions (GTC) before signing and submitting your bid package. The State does not accept alternate language from a bidder. A bid with such language will be considered a counter proposal and will be rejected. The GTC's are *not* negotiable. Unless otherwise noted, failure to include the required documents will be cause for bid rejection.

DOCUMENTS REQUIRED WITH SUBMISSION OF BID

- ☐ Attachment I – Bid Sheet *(must be signed and include all pages)*
- ☐ Attachment II – Bid/Bidder Certification Sheet
- ☐ Attachment III – Bidder References
- ☐ Attachment IV – Darfur Contracting Act Certification
- ☐ Attachment V – GenAI Disclosure (DWR 9834)
- ☐ Attachment VIII, Bidder Declaration (DGS PD 05-105) – include all subcontracting information for entire bid on this one form also indicate if you are not subcontracting services.
- ☐ Attachment IX – California Civil Rights Laws Attachment
- ☐ Copy of current, valid California Buisness License, County License, or equivalent.
- ☐ Proof of Contractor's Buisiness and Equipment located within 50 miles of San Joaquin Field Division, Lost Hills Sub Center (e.g. Google Map)
- ☐ Copy of one (1) invoice or work order from each of the previous three (3) years (2024, 2025, and 2026)

SMALL BUSINESS PREFERENCE PROGRAM

- ☐ If you are a prime firm which is SB-certified and/or subcontracting to an SB, you must complete and return the following forms
  - List all subcontracting information on Attachment VIII, Bidder Declaration (DGS PD 05-105) mentioned above; and
  - Copy of current DGS/OSDS DVBE certification(s) for prime and/or subcontractor(s)

DVBE PARTICIPATION AND INCENTIVE PROGRAMS

- ☐ If you are a prime firm which is DVBE-certified and/or subcontracting to a DVBE, you must complete and return the following forms:
  - Attachment VI, Bidder Certification of DVBE Participation (DWR 9526);
  - Attachment VII, DVBE Declaration (DGS PD 843);
  - List all subcontracting information on Attachment VIII, Bidder Declaration (DGS PD 05-105) mentioned above; and
  - Copy of current DGS/OSDS DVBE certification(s) for prime and/or subcontractor(s)
- ☐ SB/DVBE Program Manager's Notification of Compliance *(if obtained in advance from the SB/DVBE Program Manager)*

ADDITIONAL STATE MANDATED PREFERENCE PROGRAMS

Required only when the bidding firm claims following:

- ☐ Target Area Contract Preference Act (TACPA) (Std. 830)

DOCUMENTS REQUIRED UPON CONTRACTOR SELECTION/BID AWARD

These documents are not required at the time of bid submittal; however these documents will be required of the awarded firm upon contractor selection/bid award.

- ☐ Contractor Certification Clauses (CCC) *(CCC must be signed once a contractor has been selected)*
- ☐ Payee Data Record (Std. 204)
- ☐ Certificate(s) of Insurance

☐ Key Employee Policies and Guidelines Notice Acknowledgment (Consultants and Contractors) (DWR 9524a)

ATTACHMENT I
BID SHEET

The estimated hours indicated below will be used solely for computing the cost as a fair and equitable formula to determine the low bidder and is not binding on the contracting agency. However, the actual costs quoted below by the bidder shall be binding for the term of the Agreement.

The bidder hereby agrees to provide all labor, materials, licenses, permits, and transportation necessary to perform all services required for the foregoing titled work in accordance with the Scope of Work, Exhibit A. The rates listed on this Bid Sheet shall include every item of expense, direct and indirect, including taxes incidental to the specified rates.

The bidder is required to bid each item. Failure to indicate a dollar amount in any item will be grounds to reject the entire bid. A zero dollar ($0.00) amount listed for any and all items will be interpreted and understood by the State to mean that the bidder indicating a zero dollar amount shall perform any such services, up to and including the quantity indicated, at no cost to the state. Notwithstanding the foregoing, the State may reject bids that are, as determined in the sole discretion of the State, unbalanced. An "unbalanced bid" is a bid that has nominal prices for work item(s) that represent substantive work and/or overly enhanced prices for nominal work item(s).

Item #	Rate Type	Per Hour Rate	Estimated Hours	Total
A1	Standard Rate	$	x 100 =	$
A2	Overtime Rate	$	x 50 =	$
A3	On-Site / Emergency	$	x 50 =	$

Grand Total (Sum of A1, A2, & A3 Totals)	$

NO GUARANTEE OF WORK UNDER THIS CONTRACT.

In the event of computational error, unit prices will prevail over extended totals. The State will check bid calculations and recalculate bid totals.

_____
Company Name

_____
Printed Name and Title of Bidder

_____ _____
Signature of Bidder Date

I certify under penalty of perjury under the laws of the State of California, the foregoing is true and correct.

ATTACHMENT II
BID/BIDDER CERTIFICATION SHEET

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

Do not return Bid Requirements and Information or the Sample Agreement.

A. Our all-inclusive bid is submitted as detailed in Attachment I, Bid Sheet.
B. All required attachments are included with this certification sheet.
C. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification. **An unsigned Bid/Bidder Certification Sheet may be cause for rejection.**

1. Company Name	2. Telephone Number ( )	2a. Email
3. Address		
Indicate your organization type: 4. ☐ Sole Proprietorship	5. ☐ Partnership	6. ☐ Corporation
Indicate the applicable employee and/or corporation number: 7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Bidder's Name (Print)	11. Title	
12. **Signature**	13. Date	
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSDS) as: a. California Small Business Yes ☐ No ☐ If yes, enter certification number: _____	b. Disabled Veteran Business Enterprise Yes ☐ No ☐ If yes, enter your service code below: _____	
NOTE: A copy of your Certification is required to be included if either of the above items is checked **"Yes"**. Date application was submitted to OSDS, if an application is pending:		

Completion Instructions for Bid/Bidder Certification Sheet

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

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

ATTACHMENT III
BIDDER REFERENCES

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

REFERENCE 1			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number ( )	
Dates of Service			
Brief Description of Service Provided:			

REFERENCE 2			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number ( )	
Dates of Service			
Brief Description of Service Provided:			

REFERENCE 3			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number ( )	
Dates of Service			
Brief Description of Service Provided:			

Please provide a statement of explanation if no references are available:

ATTACHMENT IV
DARFUR CONTRACTING ACT CERTIFICATION

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

Therefore, to be eligible to submit a bid or proposal, please initial **one** of the following three paragraphs and complete the certification below:

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

OR

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

OR

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

CERTIFICATION

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

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

YOUR BID OR PROPOSAL WILL BE DISQUALIFIED UNLESS YOUR BID OR PROPOSAL INCLUDES THIS FORM WITH EITHER PARAGRAPH # 1, # 2, or # 3 INITIALED AND THE CERTIFICATION SIGNED.

ATTACHMENT V

State of California | DEPARTMENT OF WATER RESOURCES | California Natural Resources Agency

Generative Artificial Intelligence (GenAI) Disclosure

Bidder/Offeror Information	
Solicitation/Contract number	Bidder ID/Vendor ID (optional)
Business Name	Business Telephone Number
Address	City/State/Zip
Description of purchase or service	
Does the purchase or service include GenAI? ☐ **Yes** ☐ **No (if no, skip to the signature section of the form.)**	
GenAI Description	
1. What is the application and/or product name?	
2. What is the model and version of the product?	
3. What is the license tier of the GenAI product, if applicable (free, enterprise, platinum, etc.)?	
4. How is the GenAI solution delivered: IaaS, PaaS, SaaS, or will it be deployed on-premises?	

Approval		
By signing this document, I have identified and reported any GenAI use in the performance of this contract.		
Name	Signature	Date

ATTACHMENT VI

State of California | DEPARTMENT OF WATER RESOURCES | California Natural Resources Agency

BIDDER CERTIFICATION OF DVBE PARTICIPATION

DWR is firmly committed to meeting or exceeding the State's minimum annual DVBE participation goal of three percent (3.0%) of total reportable procurements (Public Contract Code (PCC) Section 10115, Military and Veterans Code (MVC) 999 and California Code of Regulations (CCR) Title 2, Section 1896.7).

The Bidder Certification of DVBE Participation form (DWR 9526) must be signed by representatives of the Bidder's firm and of the DVBE Subcontractor's firm, who have legal authority to execute binding agreements.

A copy of the current and valid certification from the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise, must be included for each DVBE firm, from the Cal eProcure website below:
https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx?psNewWin=true

SECTION 1 - DVBE PARTICIPATION PROGRAM (Check mark one box)

☐ DVBE Program participation is required in solicitation. ☐ DVBE Program participation is not required in solicitation.

SECTION 2 - BIDDER'S INFORMATION

FIRM NAME					
FIRM CONTACT NAME					
STREET ADDRESS					
CITY		STATE		ZIP CODE	
TELEPHONE		EMAIL			
CERTIFICATION TYPE(S)	Check all that apply: ☐ SB ☐ MB ☐ SB-PW ☐ DVBE			OSDS #	

SECTION 3 - DESCRIBE THE SERVICES OR COMMODITIES TO BE PROVIDED BY THE DVBE BIDDER, OR THE DVBE SUBCONTRACTOR WHO IS IDENTIFIED IN SECTION 5.

SECTION 4 - IDENTIFY BIDDER'S DVBE PARTICIPATION COMMITMENT (Check mark one box)

☐ OPTION A: COMMITTED a minimum of 100.0% - Bidder is a CA-certified DVBE firm and is not subcontracting to a CA-certified DVBE firm.

☐ OPTION B: COMMITTED a minimum of 100.0% - Bidder is a CA-certified DVBE firm and is subcontracting to a CA-certified DVBE firm.

☐ OPTION C: COMMITTED a minimum of 3.0% to one DVBE subcontractor listed in Section 5, _____% (fill in amount).

☐ OPTION D: COMMITTED a combined total of _____% (fill in amount) to multiple DVBE subcontractors which includes The percentage to the DVBE subcontractor listed in Section, _____% (fill in amount). A separate DWR 9526 is required for each CA-certified DVBE subcontractor to which Bidder is making a commitment.

(*) Bidder, if awarded the contract, is committed to paying the above stated percentage of the total contract amount (including contract amendments) to the DVBE subcontractor declared on this form.

Printed Name of Bidder's Authorized Representative	Signature of Bidder's Authorized Representative	Date

SECTION 5 - DVBE SUBCONTRACTOR'S INFORMATION (Complete this section if you selected Options C or D above.)

FIRM NAME					
FIRM CONTACT NAME					
STREET ADDRESS					
CITY		STATE		ZIP CODE	
TELEPHONE		EMAIL			
CERTIFICATION TYPE(S)	Check all that apply: ☐ SB ☐ MB ☐ SB-PW ☐ DVBE			OSDS #	

Printed Name of DVBE's Authorized Representative	Signature of DVBE's Authorized Representative	Date

ATTACHMENT VII

Link to form DGS PD 843

- Select and use for titled "Disabled Veterans Business Enterprise Declarations" – 1 page

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

DGS PD 843 (Rev. 9/2019)
Formerly STD. 843

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)

Page ____ of ____

SAMPLE

ATTACHMENT VIII

Link to form DGS PD 05-105

- Select and use form titled "Bidder Declaration (Written)" – 2 pages

State of California—Department of General Services, Procurement Division
GSPD-05-105 (REV 08/09)

Solicitation Number _____

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** ☐
   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?
					☐	☐
					☐	☐
					☐	☐

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

Page ____ of ____

SAMPLE

State of California—Department of General Services, Procurement Division
GSPD-05-105 (REV 08/09) Instructions

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.pd.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.

Read the certification at the bottom of the page and complete the "Page ____ of ____" accordingly.

ATTACHMENT IX

STATE OF CALIFORNIA
CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT
DGS OLS 04 (Rev. 01/17)

DEPARTMENT OF GENERAL SERVICES
OFFICE OF LEGAL SERVICES

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of $100,000 or above shall certify, under penalty of perjury, at the time of the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts 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 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.

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

SAMPLE CONTRACT

STATEOFCALIFORNIA - DEPARTMENTOFGENERALSERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	
Exhibit B	Budget Detail and Payment Provisions	
Exhibit C*	General Terms and Conditions	

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

IN WITNESS WHERE OF THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

SAMPLE

EXHIBIT A
SCOPE OF WORK

1. The Contractor agrees to provide to Department of Water Resources (DWR) Inspection, Maintenance, and Repair services of Traveling Water Screens, Material Elevators, and Conveyors on an as-needed basis within the San Joaquin Field Division as described herein.

2. The services shall be performed at:

   The Contractor's Facility and Various locations throughout the San Joaquin Field Division, See Exhibit A, Attachment 1 (Map)

3. The Contract Managers during the term of this agreement will be:

Department of Water Resources	**Contractor**
Name:	Name:
Phone:	Phone:
Email:	Email:

The Contract Managers may be changed by written notice to the other party.

4. The Contractor's facility must be located within a 50-mile radius of the San Joaquin Field Division's Operations and Maintenance Sub-Center, located at 21139 Highway 46, Lost Hills, California 93249.

5. The Contractor will provide all labor, equipment, and facilities necessary to perform inspection, maintenance, and repair of DWR traveling water screen and material elevator and conveyor equipment.

6. The Contractor will be responsible for all aspects of unloading and loading of DWR equipment delivered to their facility by DWR or DWR's designated transportation provider.

7. DWR to be responsible for all aspects of transporting equipment to and from the Contractor's facility

8. The Contractor will inspect DWR Traveling Water Screens, Material Elevators, and Conveyors and provide maintenance, and/or repair recommendations to DWR's Contract Manager or designee. DWR's Contract Manager or designee will provide verbal notice of authorization for inspections, maintenance, or repairs that include labor only. Verbal notice from DWR's Contract Manager or designee will authorize the contractor to perform work.

9. In the event replacement parts are required, the Contractor will submit a work order, see Exhibit A, Attachment 2 (Sample Work Order) to the DWR Contract Manager or designee for approval and signature. The work order must include total cost to be invoiced for parts and/or labor including taxes. The Contractor will be authorized to perform work only after a work order has been signed by a DWR designee and Contract Manager. The DWR signed work order is authorization to perform only the work outlined within the work order.

10. A signed copy of the work order must be submitted with all parts replacement invoices. A copy of the Contractor's original purchase invoice or publicly available price list for part(s) must be submitted with the Contractor's invoice for payment. Parts will be invoiced at the listed price(s) and will not exceed a 10% mark-up, plus applicable tax. Any parts replaced by the Contractor will become the property of DWR.

11. DWR to give the Contractor minimum of two (2) days' notice prior to delivery of equipment to the Contractor's facility.

12. Upon delivery of equipment to the Contractor's facility, the Contractor will inspect equipment and provide DWR with detailed work order listing cost(s) within five (5) working days, unless prior arrangements have been made with DWR's Contract Manager or designee.

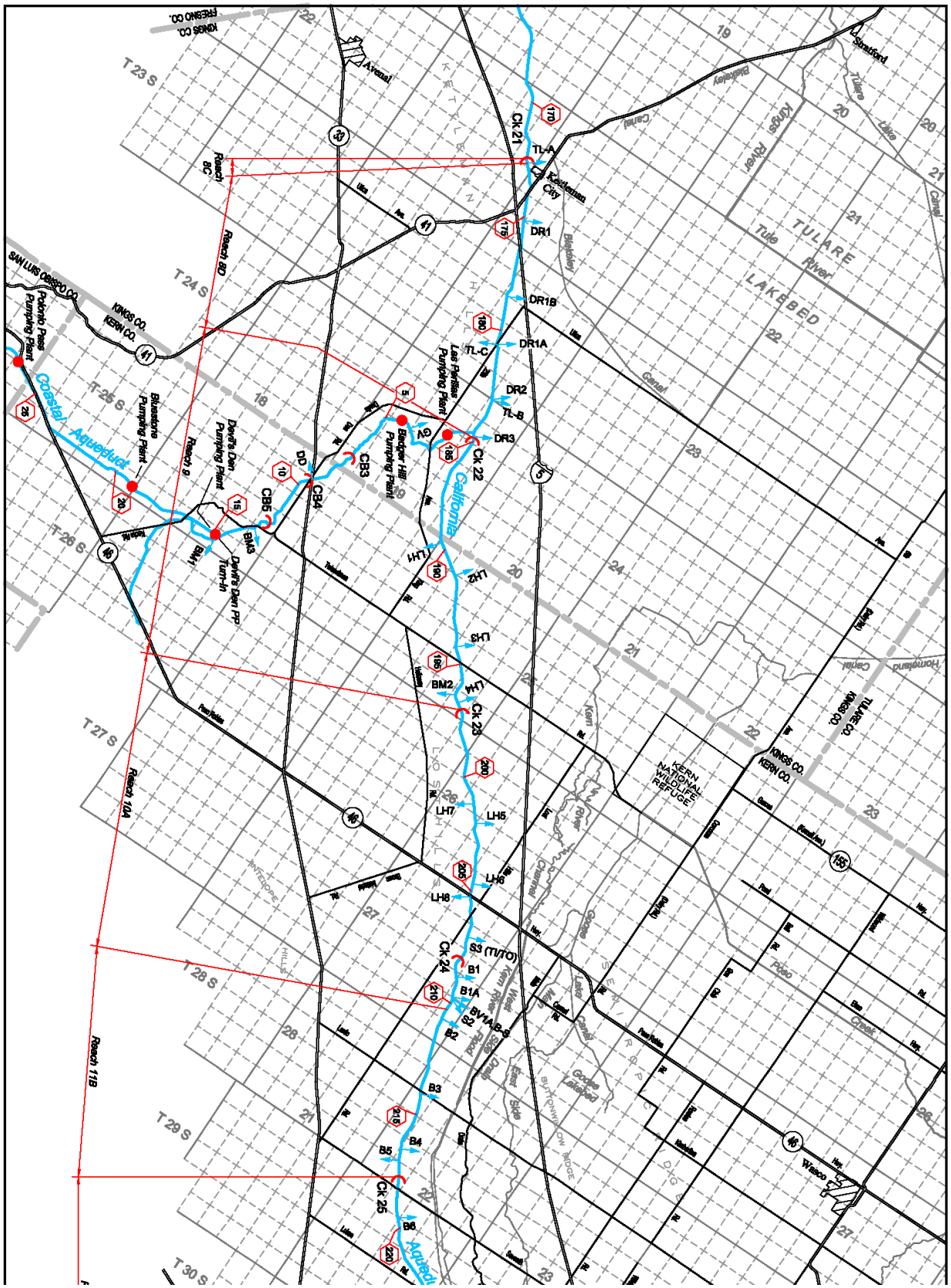
13. All work must be completed within no more than forty-five (45) calendar days from date DWR signed work order is returned to the Contractor, unless prior arrangements have been made with DWR's Contract Manager or designee.

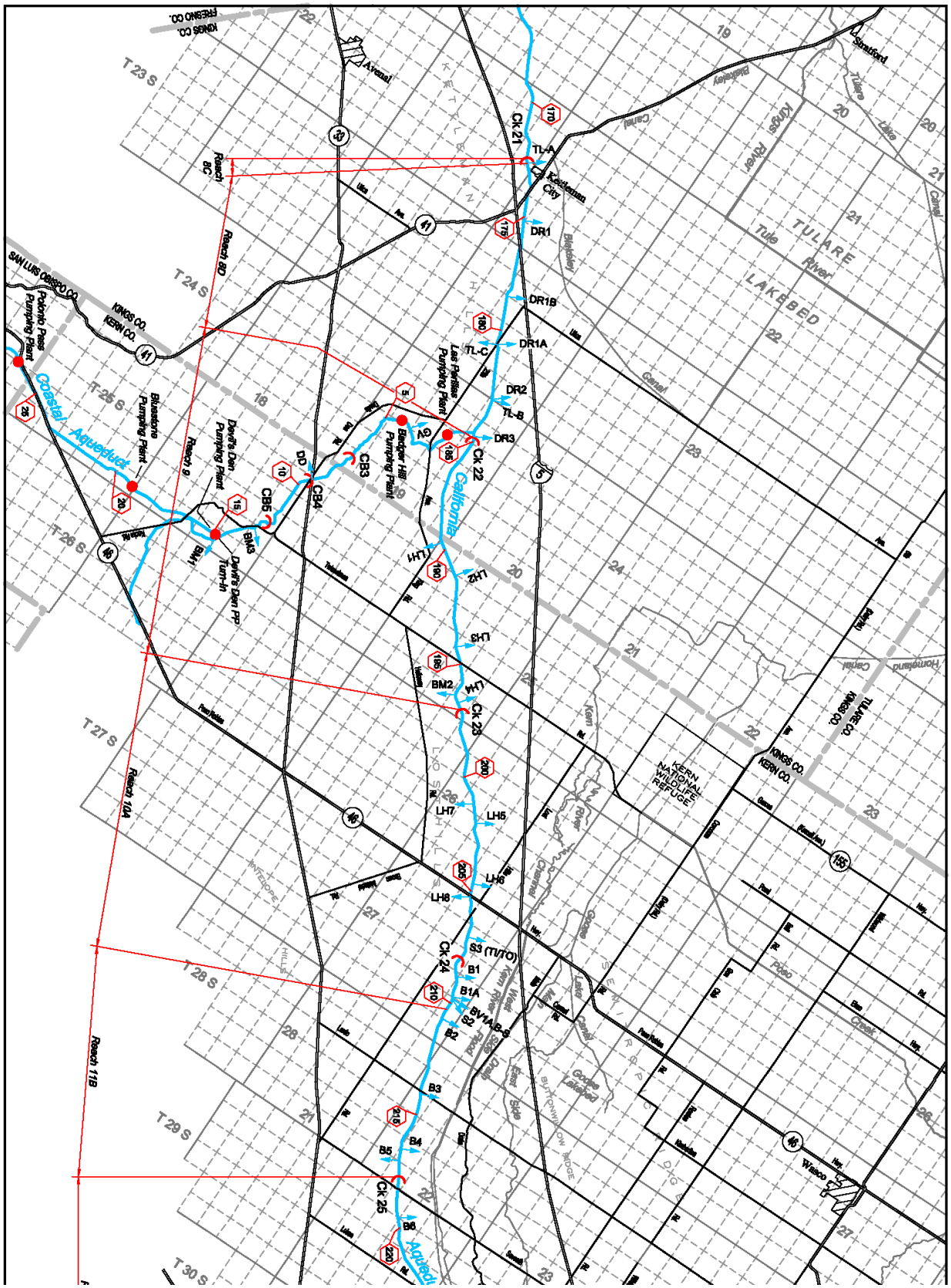
14. Due to operational demands or emergency situations, on-site inspection, maintenance, or repair may be required.

15. Upon completion of work, the Contractor will re-inspect equipment and perform a test run to ensure equipment is in proper working order.

16. The Contractor will be responsible for damages to DWR-owned equipment due to any negligence by the Contractor or its staff. In the event such damages occur, the Contractor will be responsible for all costs related to repair or replacement of DWR-owned equipment.

EXHIBIT A
ATTACHMENT 1
Map, San Joaquin Field Division




Ck 21
TL-A
Keitleman City
DR1
DR1B
DR1A
TL-C
DR2
TL-B
DR3
Ck 22
Las Perillas Pumping Plant
Badger Hill Pumping Plant
CB3
CB4
CB5
DD
BM3
BM1
Devil's Den Pumping Plant
Devil's Den PP Turn-In
Bluestone Pumping Plant
Polonio Pass Pumping Plant
Coastal Aqueduct
California
Ck 23
BM2
LH1
LH2
LH3
LH4
LH5
LH6
LH7
LH8
Ck 24
S3 (TI/TO)
B1
B1A
BV1A,B-S
S2
B2
B3
B4
B5
Ck 25
B6
Aqueduct
Avenal
Stratford
Wasco
Kings River
Tule River
TULARE LAKEBED
KERN NATIONAL WILDLIFE REFUGE
Reach 8C
Reach 8D
Reach 9
Reach 10A
Reach 11B
T 23 S
T 24 S
T 25 S
T 26 S
T 27 S
T 28 S
T 29 S
T 30 S
SAN LUIS OBISPO CO.
KINGS CO.
KERN CO.
FRESNO CO.
TULARE CO.

Department of Water Resources
San Joaquin Field Division
4201 Sabodan Street
Bakersfield, California 93313

EXHIBIT A
ATTACHMENT 2
SAMPLE WORK ORDER

WORK DESCRIPTION	

Department's Representative / Phone No.	Date	Project Name

Quantity	Description	Rate	Amount
	Materials		
	Labor		
	Completion Schedule (attach sheet if necessary)		
		TOTAL	

I, the Contractor, agree to furnish all materials and labor on Work Order, which includes all applicable taxes, for the amount indicated. No expense shall be incurred against this task without the approvals required below. Work may commence immediately upon approval unless otherwise stated. State reserves the right to terminate the Work Order at any time upon 10 days written notice. State shall reimburse Contractor for all reasonable costs up to the date of termination.

Authorized Signature of Contractor or Representative		Title		Date	

Internal Routing / Approvals				
Route to	Work Authorization Signature	Date	Signature / Job Acceptance	Date
Department Representative				
Department Branch Chief				

SAMPLE

WORK ORDER PROCEDURE

1. DWR Contract Manager initiates Work Order for work to begin on a particular job.
   a. Completes the Task Description
   b. Contractor or its Representative and the DWR Contract Manager work together to complete the Quantity/Description/Rate/Amount to include applicable taxes, in accordance with the Bid Sheet.

2. DWR Contract Manager obtains necessary clearances and approval signatures on the original Work Order that include:
   a. Contractor (Always signs first)
   b. Department Representative
   c. Department Branch Chief

3. Once the Work Order is completed to the satisfaction of DWR and according to the description on the Work Order, the DWR Contract Manager obtains all required approval signatures that include:
   a. Department Representative
   b. Department Branch Chief

4. Contractor submits invoice for work completed to the DWR Contract Manager. (**Note:** The Contractor's Invoice will not be accepted unless the Work Order has been approved and accepted as completed, pursuant to Section 3 above).

SAMPLE

Definitions

Contract Manager	State staff person assigned to initiate, control, and oversee completion of Work Order.
Contract Coordinator	State staff person who prepares contract and monitors contract balance.
Payment Terms	Indicates discounts the Contractor may offer if payment is made within a certain time period. E.g., 5% 20 days would indicate a 5% payment discount if paid within 20 days.
Work Order No.	Assigned by the Contract Coordinator to each Work Order. (For example, **Work Order No. 4600000XXXX-001** .

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
PRIVATE ENTITIES

A. INVOICING AND PAYMENT

Contractor shall submit three copies of the invoice to the State only after receiving written notice of satisfactory completion or acceptance of work by the DWR Contract Manager. **The State will not accept an invoice for work that has not been approved and will return the invoice as a disputed invoice to the Contractor.**

Itemized invoices shall be submitted no more often than monthly, in arrears, bearing the contract number. Small business contractors must identify their certified small business status on the invoice.

Contractor must submit three copies of each invoice to the following address in order to expedite approval and payment:

DWR Accounting Office
Contracts Payable Unit
P.O. Box 942836
Sacramento, California 94236-0001

Undisputed invoices shall be **paid** within 45 days of the date received by the DWR Accounting Office.

B. BUDGET CONTINGENCY CLAUSE

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

C. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927).

EXHIBIT B, ATTACHMENT 1
BID SHEET

This is a placeholder page.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

This is a placeholder page.

Under the State of California's standardized contract process, a hardcopy of Exhibit C is not included in the standard agreement package or in this solicitation document. As indicated on the Std. 213, a copy of Exhibit C can be found at the internet site: GTC 02/2025

Or, you may copy and paste the following text for the GTC listing from the DGS website:

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

If you do not have internet access, please contact the Bid Administrator below to receive a copy:

Jodi Johnston
(661) 858-5678

EXHIBIT D – Special Terms and Conditions for Department of Water Resources (Standard Payable)

1. EXCISE TAX: The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages.

2. RESOLUTION OF DISPUTES: In the event of a dispute, Contractor shall file a "Notice of Dispute" with the Director or the Director's Designee within ten (10) days of discovery of the problem. The State and Contractor shall then attempt to negotiate a resolution of such claim and, if appropriate, process an amendment to implement the terms of any such resolution. If the State and Contractor are unable to resolve the dispute, the decision of the Deputy Director of Business Operations shall be final, unless appealed to a court of competent jurisdiction.

   In the event of a dispute, the language contained within this agreement shall prevail over any other language including that of the bid proposal.

3. PAYMENT RETENTION CLAUSE: Ten percent of any progress payments that may be provided for under this contract shall be withheld per Public Contract Code Section 10346 pending satisfactory completion of all services under the contract.

4. AGENCY LIABILITY: 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.

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

6. SUBCONTRACTING: The Contractor is responsible for any work it subcontracts. Subcontracts must include all applicable terms and conditions of this Agreement. Any subcontractors, outside associates, or consultants required by the Contractor in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified in the bid or agreed to during negotiations for this Agreement, or as are specifically authorized by the Contract Manager during the performance of this Agreement. Any substitutions in, or additions to, such subcontractors, associates or consultants shall be subject to the prior written approval of the Contract Manager. Contractor warrants, represents and agrees that it and its subcontractors, employees and representatives shall at all times comply with all applicable laws, codes, rules and regulations in the performance of this Agreement. Should State determine that the work performed by a subcontractor is substantially unsatisfactory and is not in substantial accordance with the contract terms and conditions, or that the subcontractor is substantially delaying or disrupting the process of work, State may request substitution of the subcontractor.

7. RENEWAL OF CCC: Contractor shall renew the Contractor Certification Clauses or successor documents every three (3) years or as changes occur, whichever occurs sooner.

8. REPORT OF RECYCLED CONTENT CERTIFICATION: In accordance with Public Contract Code Sections 12200-12217, et seq. and 12153-12156, et seq. the contractor must complete and return the form DWR 9557, Recycled Content Certification, for each required product to the Department at the conclusion of services specified in this contract. Form DWR 9557 is attached to this Exhibit and made part of this contract by this reference.

9. TERMINATION CLAUSE: The State may terminate this contract without cause upon 30 days advance written notice. The Contractor shall be reimbursed for all reasonable expenses incurred up to the date of termination.

10. COMPUTER SOFTWARE: For contracts in which software usage is an essential 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 contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

11. PRIORITY HIRING CONSIDERATIONS: For contracts, other than consulting services contracts, in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the contract to qualified recipients of aid under Welfare and Institutions Code Section 11200. (Public Contract Code Section 10353).

12. EQUIPMENT RENTAL AGREEMENTS: This provision shall apply to equipment rental agreements. The State shall not be responsible for loss or damage to the 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.

13. CONTRACTOR COOPERATION DURING INVESTIGATION: Contractor agrees to cooperate fully in any investigation conducted by or for DWR regarding unsatisfactory work or allegedly unlawful conduct by DWR employees or DWR contractors. The word "cooperate" includes but is not limited to, in a timely manner, making Contractor staff available for interview and Contractor records and documents available for review.

14. CONFLICT OF INTEREST:

    a. Current and Former State Employees: Contractor should be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

        (1) Current State Employees: (PCC §10410)

            (a) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

            (b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

        (2) Former State Employees: (PCC §10411)

            (a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

(b) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

b. Penalty for Violation:

(a) If the Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC §10420)

c. Members of Boards and Commissions:

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

d. Representational Conflicts of Interest:

The Contractor must disclose to the DWR Program Manager any activities by contractor or subcontractor personnel involving representation of parties, or provision of consultation services to parties, who are adversarial to DWR. DWR may immediately terminate this contract if the contractor fails to disclose the information required by this section. DWR may immediately terminate this contract if any conflicts of interest cannot be reconciled with the performance of services under this contract.

e. Financial Interest in Contracts:

Contractor should also be aware of the following provisions of Government Code §1090:

"Members of the Legislature, state, county district, judicial district, and city officers or employees shall not be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. Nor shall state, county, district, judicial district, and city officers or employees be purchasers at any sale or vendors at any purchase made by them in their official capacity."

f. Prohibition for Consulting Services Contracts:

For consulting services contracts (see PCC §10335.5), the Contractor and any subcontractors (except for subcontractors who provide services amounting to 10 percent or less of the contract price) may not submit a bid/SOQ, or be awarded a contract, for the provision of services, procurement of goods or supplies or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of such a consulting services contract (see PCC §10365.5).

15. COMMERCIAL DRIVER MEAL PERIOD AND REST PERIOD: To comply with Supreme Court case Dynamex Operations West, Inc. v. Superior Court (2018) 4 Cal.5th 903, Contractor shall ensure that commercial drivers employed or subcontracted for under this contract shall receive meal periods and rest periods commensurate with those required by Department of Industrial Relations Wage Order 9, sections 11 and 12: https://www.dir.ca.gov/IWC/IWCArticle9.pdf.

16. ORDER OF PRECEDENCE: In the event of any inconsistency between the terms, specifications, provisions or attachments which constitute this Contract, the following order of precedence shall apply:

a) The General Terms and Conditions;
b) The Std. 213;
c) The Scope of Work;
d) Any other incorporated attachments in the Contract by reference

EXHIBIT D, ATTACHMENT 1

State of California | DEPARTMENT OF WATER RESOURCES | California Natural Resources Agency

Contract #
Exhibit , Attachment
Page 1 of 2

RECYCLED CONTENT CERTIFICATION

To be completed by the vendor/bidder/contractor and returned to:

DEPARTMENT OF WATER RESOURCES
Recycling Coordinator
Purchasing Services Office
715 P Street, 7th Floor, Sacramento, CA 95814
FAX: (916) 654-5506

COMPANY: _____

PERSON COMPLETING FORM: _____

DATE: _____

DESCRIPTION Please include item name, brand, and product number	% POSTCONSUMER	RECYCLED MATERIAL TYPE

All businesses shall certify in writing to the contracting officer or his or her representative the minimum percentage, if not exact percentage, of postconsumer material in the productions, materials, goods, or supplies offered or sold to the state regardless of whether the product meets the minimum content requirements specified in law (see page 2 for minimum content requirements). The certification shall be furnished under penalty of perjury. The certification shall be provided regardless of content, even if the product contains no recycled material. A state agency may waive the certification requirements if the percentage of postconsumer material in the products, materials, good or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or manufacturer or vendor internet website.

Public Contract Code Sections 12200-12217, et seq. and 12153-12156, et seq.

I certify that the above information is true. I further certify that these environmental claims for recycled content regarding these products are consistent with the Federal Trade Commission's Environmental Marketing Guidelines in accordance with PCC 12404.

NAME OF PERSON COMPLETING FORM	TITLE	AGENCY/COMPANY

➢ _____
SIGNATURE OF PERSON COMPLETING FORM DATE

1. Postconsumer material comes from products that were bought by consumers, used, then recycled. For example: a newspaper that has been purchased and read, next recycled, and then used to make another product would be postconsumer material.

   If the product does not fit into any of the product categories, enter "N/A". Common N/A products include wood products, natural textiles, aggregate, concrete, electronics such as computers, TV, software on a disk or CD, telephone.

2. Product category refers to one of the product categories listed below, into which the reportable purchase falls. For products made from multiple materials, choose the category that comprises most of the product by weight, or volume.

Note: **For reuse or refurbished products, there are no minimum content requirements.**

For additional information visit State Agency Buy Recycled Campaign

Description Product Categories	Minimum Content Requirement
Paper Products – Recycled	30 percent postconsumer fiber, by fiber weight
Printing and Writing – Recycled	30 percent postconsumer fiber, by fiber weight
Compost, Co-compost, and Mulch – Recycled	80 percent recovered materials i.e., material that would otherwise be normally disposed of in a landfill
Glass – Recycled	10 percent postconsumer, by weight
Re-refined Lubricating Oil – Recycled	70 percent re-refined base oil
Plastic – Recycled	10 percent postconsumer, by weight
Printer or duplication cartridges	a. Have 10 percent postconsumer material, or b. Are purchased as remanufactured, or c. Are backed by a vendor-offered program that will take back the printer cartridges after their useful life and ensure that the cartridges are recycled and comply with the definition of recycled as set forth in Sections 12200-12217, et seq. and 12153-12156, et seq. of the Public Contract Code.
Paint – Recycled	50 percent postconsumer paint (exceptions when 50 percent postconsumer content is not available or is restricted by a local air quality management district, then 10 percent postconsumer content may be substituted)
Antifreeze – Recycled	70 percent postconsumer material
Retreated Tires – Recycled	Use existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400).
Tire – Derived – Recycled	50 percent post consumer tires
Metals – Recycled	10 percent postconsumer, by weight

EXHIBIT E
ADDITIONAL PROVISIONS

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

GenAI Technology Use & Reporting
The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Bidder / Offeror must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI. Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

Upon notification by a Bidder / Offeror of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State. Government Code 11549.64 defines "Generative Artificial Intelligence (GenAI)" as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data.

1. CERTIFICATE OF INSURANCE

a. General Provisions Applying to All Policies

i. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least 30 days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.

ii. Policy Cancellation or Termination & Notice of Non-Renewal – Contractor shall provide to the Department, within five (5) business days following receipt by contractor, a copy of any cancellation or non-renewal of insurance required by this contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.

iii. Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.

iv. Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.

v. Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management – A or better and financial size category of VII or better to the latest edition of the A.M. Best Key Rating Guide. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

vi. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

vii. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.

viii. Satisfying an SIR - All insurance required by this contract must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.

ix. Available Coverages/Limits - All coverage and limits available to the contractor shall also be available and applicable to the State.

x. Subcontractors - In the case of Contractor utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor and insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.

b. Insurance Requirements: The contractor shall furnish to the State evidence of the following required insurance:

i. **Commercial General Liability** – Contractor shall maintain general liability on an occurrence form with limits not less than $1,000,000 per occurrence/$2,000,000 aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include the contract number and the following additional insured designation and endorsement:

"The State of California, Department of Water Resources, its officers, agents, and employees are to be covered as additional insureds with respect to liability arising out of work or operations."

The endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

ii. **Workers Compensation and Employers Liability** – Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

Policy shall provide a Waiver of Subrogation endorsement in favor of the State of California and the California Department of Water Resources.

iii. **Automobile Liability** – Contractor shall maintain motor vehicle liability with limits not less than $1,000,000 combined single limit per occurrence. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. **The**

State of California, Department of Water Resources, its officers, agents, and employees are to be covered as additional insureds with respect to liability arising out of work or operations.

Subsequent renewals of the insurance certificate will be sent to the following name and address which also will appear on the certificate as the certificate holder.

Department of Water Resources
San Joaquin Field Division
Attn: Jodi Johnston
4201 Sabodan Street
Bakersfield, California, 93313

2. PERMITS AND LICENSES
The Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work.

3. CONTRACT AMENDMENTS – DVBE PROGRAM REQUIREMENTS
Disabled Veteran Business Enterprise (DVBE) program requirements shall be included and made a part of any subsequent contract amendment(s) when DVBE program requirements were included as part of the Department's original solicitation/contract effort. DVBE participation program goal percentage(s) committed by the contractor in the original contract are extended through the amended contract termination date and include any additionally encumbered funds that are a result of the contract amendment. The Prime Contractor's Certification – DVBE Subcontractor Report (STD 817) shall be included in all subsequent contract amendment(s). The Contractor shall be responsible for continued program compliance and reporting.

4. CONTRACT AUDITS RELATED TO DVBE PROGRAM REQUIREMENTS
Contractor agrees that the State or its designee will have the right to review, obtain, or copy all records pertaining to performance of the contract as performance pertains to DVBE requirements. Contractor agrees to provide the State or its representative with any relevant information requested and shall permit the State or its representative access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. Contractor further agrees to maintain such records for a period of no less than three (3) years after final payment under the contract.

5. SUBSTITUTION OF A DVBE SUBCONTRACTOR
Contractor understands and agrees that should award of this contract be based in part on their commitment to use the DVBE subcontractor(s) identified in their bid or offer, per Military and Veterans Code (MVC) 999.5(g) and California Code of Regulations (CCR) 1896.73 a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services in writing prior to the commencement of any work by another DVBE subcontractor. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

Contractor must immediately notify the Department's SB/DVBE Advocate that substitution of a DVBE subcontractor is requested and refer to 2CCR 1896.73 for details. Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due the State, and penalties as outlined in MVC 999.9; Public Contract Code Section (PCC) 10115, or PCC Section 4110 (applies to public works only).

6. CONTRACTOR CERTIFICATION OF PAYMENT TO SMALL BUSINESS SUBCONTRACTOR(S)
If, for this Contract, Contractor made a commitment to achieve small business participation, then Contractor upon contract close out or completion must report to the awarding department the actual percentage of small business participation that was achieved. (Government Code § 14841)

Contractor's certification of payments must be made using form DWR 9683 (Small Business Subcontractor Payment Certification), Exhibit E Attachment 1. Fully complete this form with the authorized signature and submit to DWR's Contract Manager with a copy to DWR's SB/DVBE Program Manager.

7. PRIME CONTRACTOR'S CERTIFICATION – DVBE SUBCONTRACTOR REPORT (STD 817)

a. STD 817 – Statutory Reporting Requirements
Upon completion of contracts that include commitments to DVBE subcontractors, the State's Prime Contractors are required to certify, under penalty of perjury, the total amount received from the State *and* the details of payments made to all DVBE subcontractors under those contracts.

Contract awarding departments are *required to withhold $10,000* from the final payment (or the full payment if less than $10,000) to Prime Contractors until their compliance with the certification requirements by submitting an accurate and appropriately signed Std. 817 to the awarding department. The withhold amount will be *permanently deducted* if Prime Contractors do not comply with Std. 817 requirements after given notice to cure deficiencies.

Prime Contractors are required to maintain supporting documentation for a minimum of six years for all payments to DVBE subcontractors identified in the Std. 817. Upon request, proof of payment must be provided. [Military and Veteran Code 999.5(d); Government Code 14841; California Code of Regulations 1896.78(e); Public Contract Code 10369]

b. STD 817 – Link to Form with Completion Instructions
https://www.dgs.ca.gov/PD/Search-Results?search=817&divisionid=7bce8ca3ed8a4aedbdeaf52f5e77df36&activeFilters=division-or-office-facets

c. STD 817 – Filing Instructions
Upon completion of the contract submit one Std. 817 per contract, signed by the Prime's authorized representative, to DWR's SB/DVBE Program Manager by either option below.

1. Option #1. Email electronic signed versions of the Std. 817 to: SB.DVBE@water.ca.gov and DWR Contract Manager (contact information in Exhibit A).

2. Option #2. Mail or deliver signed hard copies of the Std. 817 to:

Department of Water Resources
Attention: SB/DVBE Program Manager
715 P St, 7th Floor, DBS #19
Sacramento, CA 94236-0001

EXHIBIT E, ATTACHMENT 1

Contract No.
Exhibit

SMALL BUSINESS SUBCONTRACTOR PAYMENT CERTIFICATION

Government Code §14841 states "Upon completion of an awarded contract for which a commitment to achieve small business or disabled veteran business enterprise participation goals was made, the contractor shall report to the awarding department the actual percentage of Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) participation that was achieved."

This Small Business Subcontractor Payment Certification form (DWR 9683) must be completed and submitted to DWR once all work has been completed, and invoices have been paid under this contract.

Complete and sign a separate DWR 9683 form for each SB subcontractor and submit the form(s) in pdf format, by email, to DWR's Contract Manager identified in the Scope of Work and the SB/DVBE Program Manager at SB.DVBE@water.ca.gov.

DVBE subcontractor participation information will be submitted by the Contractor on a separate form, Prime Contractor's Certification – DVBE Subcontractor Report (STD. 817).

PRIME CONTRACTOR

Company Name	Contract Number	Street Address	City	State	Zip Code

SMALL BUSINESS SUBCONTRACTOR

Company Name	Certification Type(s) (SB, SB-Micro, SB-PW)	OSDS No.	Street Address	City	State	Zip Code

PAYMENT INFORMATION

Total Contract Amount ($) (Including amendments)	Total Dollars ($) Paid to Prime	Total Dollars ($) Paid to SB Subcontractor	Total Percentage (%) Committed to SB Subcontractor	Total Dollars ($) Committed to SB Subcontractor	Explanation for Difference Between Commitment Amount and What was Paid to SB Subcontractor

PRIME CONTRACTOR - AUTHORIZED REPRESENTATIVE

Print Name		Email		Signature	
Title		Phone		Date Signed	