



GAVIN NEWSOM
GOVERNOR



YANA GARCIA
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

SMALL BUSINESS OPTION

Notice to Prospective Small Businesses

August 27, 2026

You are invited to review and respond to this Small Business Option (SBO), entitled *Engagement Support for Native American Culture Beneficial Uses Project*. In submitting your quote, you must comply with the instructions found herein.

If an award is made as a result of this solicitation, it shall be to lowest responsive/responsible vendor certified by the Department of General Services, Procurement Division Office of Small Business and DVBE Certification (OSDC) as a "certified small business" or "micro business." This solicitation is administered pursuant to Government Code section 14838.5.

The Small Business Preference or DVBE Program Requirements do not apply to this solicitation.

Inquiries regarding this Small Business Option should be referred to
ContractBidsGeneral@waterboards.ca.gov

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.

Thank you for your interest in the Water Board's service needs.

Sincerely,

Julia Broughton
Contract Analyst

Table of Contents

A)	Purpose and Description of Services	1
B)	Term	1
C)	Minimum Qualifications	1
D)	Quote Requirements and Information	2
	1. Key Action Dates.....	2
	2. Bidder Questions.....	2
	3. Submission of Quote	3
	4. Assessment and Selection	3
	5. Disposition of Quotes	6
	6. Standard Conditions of Service	6
	7. Delinquent Tax Obligations (AB 1424 (Statutes of 2011) Public Contract Code 10295.4).....	7
	8. Insurance	7
	9. Americans With Disability Act (ADA)	7
	10. Health and Safety	7
	11. Executive Order N-6-22 – Russian Sanctions.....	8
	12. Generative Artificial Intelligence (GenAI) Requirements	8
E)	Required Attachments	10
	ATTACHMENT 1	11
	ATTACHMENT 2A	12
	ATTACHMENTS 2B.....	13
	ATTACHMENTS 2C.....	14
	ATTACHMENTS 2D.....	15
	ATTACHMENT 3	16
	ATTACHMENT 4	18
	ATTACHMENT 5	19
	ATTACHMENT 6	20
	ATTACHMENT 7	21
	ATTACHMENT 8	22
	ATTACHMENT 9	23
	ATTACHMENT 10	24
	ATTACHMENT 11	25
F)	Sample Agreement	26

A) Purpose and Description of Services

The State Water Resources Control Board (Water Board), and the North Coast Regional Water Quality Control Board (North Coast Water Board), collectively referred to herein as the “Water Boards”, is seeking quote responses from Certified Small Businesses that are able to provide engagement support services as specified in the Scope of Work. The Scope of Work is outlined in Section F) Sample Agreement, Exhibit A.

The Water Boards intends to make a single Agreement award to the most responsive and responsible vendor offering the lowest quote. This SBO is open to all eligible California Certified Small Businesses that meet the qualification requirements.

The maximum amount of the resulting Agreement shall not exceed \$100,000.00

B) Term

The anticipated term of this Agreement is approximately two and a half (2.5) years, beginning upon Department of General Services (DGS) approval, with a target start date in Fall of 2026.

The resulting Agreement will be of no force or effect until it is signed by all parties. The Contractor is hereby advised not to commence performance until all approvals have been obtained. If performance commences before all approvals are obtained, said services may be considered to have been volunteered if all approvals cannot be obtained.

C) Minimum Qualifications

Participating Vendors shall satisfy the following mandatory qualifications and experience requirements by the Quote Submission Deadline, indicated in Section D) 1, Key Action Dates. Failure to satisfy the mandatory requirements shall result in the immediate rejection of Vendor's response. The following must be submitted along with all other required documents:

1. Resumes for key staff showing a minimum three (3) years of experience working with California Native American Tribes in a coordination and technical support capacity.
2. Resumes for key staff showing a minimum three (3) years of experience working on projects protecting confidential tribal cultural information in a public process.
3. GIS Certification or transcript showing technical capacity to create GIS maps with tribal data upon request.
4. Resumes for key staff listing two (2) to three (3) projects demonstrating success working with tribal governments and communities. For each project, provide a brief project synopsis and description of key staff's role on each project to prove this MQ is met. Additionally, Vendor must ensure that the references listed in Attachment 6 are associated with these projects.
5. Capacity to independently travel for this project throughout the North Coast Region. Vendor must sign Attachment 2C proving this MQ is met.
6. Financial capital to carry out Task 3 of the Scope of Work while awaiting period payments from the Water Board based on approved invoices. Vendor must sign Attachment 2C proving this MQ is met.
7. The Vendor's office from which personnel working on this project will be departing must be located in California and must be located no more than one hundred (100) miles from the boundary of the North Coast Water Board Region. See Attachment 2D for a map of the North

Coast Regional boundary. Vendor must provide address of point of departure to prove this MQ is met.

D) Quote Requirements and Information

1. Key Action Dates

SBO available to prospective participants: August 27, 2026

Question Submission Deadline: September 9, 2026 at 3:00 PM PST

Water Boards Emails Question/Answer Summary: September 11, 2026

Quote Response Submission Deadline (via email): September 23, 2026 at 3:00 PM PST

Quote Response Opening Date: September 24, 2026

2. Bidder Questions

Immediately notify the Water Boards if clarification is needed regarding the services sought or questions arise about the SBO and/or its accompanying materials, instructions or requirements. Questions must be submitted in writing via email to the Water Boards as instructed below. At its discretion, the Water Boards reserves the right to contact an inquirer to seek clarification of any inquiry received.

Bidders that fail to report a known or suspected problem with this SBO and/or its accompanying materials or fail to seek clarification and/or correction of this SBO and/or its accompanying materials shall submit a bid at their own risk. In addition, if awarded the Agreement, the successful Bidder shall not be entitled to additional compensation for any additional work caused by such problem, including any ambiguity, conflict, discrepancy, omission, or error.

a) What to Include in an Inquiry

- i. Inquirer's name, name of firm submitting the inquiry, mailing address, e-mail address, area code and telephone number, and fax number.
- ii. A description of the subject or issue in question or discrepancy found.
- iii. SBO section, page number or other information useful in identifying the specific problem or issue in question.
- iv. Remedy sought, if any.

b) How to Submit Questions

Submit questions or inquiries using the following method:

E-Mail: ContractBidsGeneral@waterboards.ca.gov
Within the email subject line indicate: Question for SBO 26-031-110, entitled <i>Engagement Support for Native American Culture Beneficial Uses Project</i>

c) Question Deadline

Submit written questions and inquiries **by** the Question Submission Deadline, indicated in Section D) 1, Key Action Dates

3. Submission of Quote

- a) Electronic PDF quote responses must be received by **the Quote Submission Deadline indicated in Section D) 1, Key Action Dates**. Submit quote response to the following e-mail address: ContractBidsGeneral@waterboards.ca.gov

Within the e-mail Subject line indicate: **Small Business Option – 26-031-110, Engagement Support for Native American Culture Beneficial Uses Project**

- b) Quote documents requiring signatures must be signed by an individual authorized to bind the firm contractually.
- c) Vendor understands and agrees that the Water Boards will consider only those portions of the quote received prior to the closing time specified; any pages received after that time will not be considered.
- d) It is the Vendor's responsibility to ensure that Vendor's quote response is received by the Quote Submission Deadline indicated in Section D) 1, Key Action Dates.
- e) Quote responses must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a quote response to be rejected. Quote responses that are conditional, materially incomplete, or contain material alternations or irregularities of any kind will be grounds for the Water Boards to deem a quote non-responsive. Any pricing information that contradicts the price/cost figures on the Cost Sheet may also be grounds for the Water Boards to deem a quote non-responsive.
- f) Costs for developing quotes in anticipation of award of the Agreement are entirely the responsibility of the Vendor and shall not be charged to the Water Boards.
- g) The Water Boards may modify the SBO prior to the date fixed for submission of quote responses by the issuance of an addendum to all parties who received an SBO package.
- h) The Water Boards reserves the right to reject all quote responses and is not required to award an Agreement.
- i) Vendors are cautioned to not rely on the Water Boards during the evaluation to discover and report to the Vendor any defects and errors in the submitted documents. Vendors, before submitting their documents, should carefully proof them for errors and adherence to the SBO requirements.

4. Assessment and Selection

- a) At the close of the Quote Response Submission Deadline, each quote response will be checked by Water Boards for the presence or absence of required information in conformance with the submission requirements of this SBO.
- b) The Water Boards will put each quote response through a process of assessment, by one or more evaluators, to determine its responsiveness to the SBO's requirements. This shall be a pass/fail evaluation process (see Assessment Process below).

Quotes to this SBO will be reviewed for responsiveness to all requirements of this SBO, including attachments. If a Quote is missing information required in any attachment, it may be deemed non-responsive. Counteroffers will not be accepted.

Quotes will be assessed to determine the best value of the solution to the Water Board. Responses that meet all requirements for a complete response will be considered "responsive." Responsive quotes will be assessed using a two-step method to determine best value.

Step 1 – Each response will be assessed based on the technical review factors/criteria as outlined under Step 1 of the table below. The technical review has a possible thirty (30) points. Prospective vendors must receive a minimum of twenty-two and a half (22.5) points to be considered in Step 2 of the assessment process. Responses that fail to meet the minimum technical points will be rejected. Please note, three (3) attempts will be made to contact each reference. If Water Boards is unable to reach a reference, the points scored for that reference will result in zero (0) points.

Step 2 – A minimum score of twenty-two and a half (22.5) points must be met on the Technical Assessment (Step 1) before a quote will be assessed for cost. The award shall be made to the vendor providing the best value to the Water Boards and, if made, shall be to a single vendor.

STEP 1 – TECHNICAL ASSESSMENT		
Reference Scoring: Each Offeror's reference score will be based on the following criteria (maximum 30 points)		
QUESTIONS FOR EACH REFERENCE	POINTS PROVIDED BY REFERENCES	POINTS AWARDED (AVERAGE OF 3 REFERENCE SCORES)
1. Does the proposing vendor have experience performing work of a similar nature, size, and scope? No= 0 points Somewhat= 2.5 points Yes= 5 points	1st Reference: 2nd Reference: 3rd Reference:	

2. Of the projects the proposing vendor completed with you, were the projects successful? No= 0 points Somewhat= 2.5 points Yes= 5 points	1st Reference: 2nd Reference: 3rd Reference:	
3. Did the proposing vendor have the professional qualifications to perform technical support tasks described in the scope of services? No= 0 points Somewhat= 2.5 points Yes= 5 points	1st Reference: 2nd Reference: 3rd Reference:	
4. Was the proposing vendor capable of handling and resolving unanticipated complications? No= 0 points Somewhat= 2.5 points Yes= 5 points	1st Reference: 2nd Reference: 3rd Reference:	
5. Did the proposing vendor address all goals, objectives and required deliverables in the scope of services? No= 0 points Somewhat= 2.5 points Yes= 5 points	1st Reference: 2nd Reference: 3rd Reference:	
6. Did the proposing vendor meet deliverable deadlines and project schedule needs? No= 0 points Somewhat= 2.5 points	1st Reference: 2nd Reference: 3rd Reference:	

Yes= 5 points		
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- c) Quote responses that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the Vendor, will be rejected. If, in the opinion of the Water Boards, such information was intended to mislead the Water Boards in its evaluation of the quote response, and the attribute, condition, or capability is a requirement of this SBO, it will be the basis for rejection of the quote response. False, inaccurate or misleading information, or falsely certifying compliance on any required Attachment of this SBO, will be grounds for the Water Boards to reject the quote response.
- d) Quote responses containing web links will not be accepted in place of requested documents. All requested documents must be submitted.
- e) The selected Vendor shall be notified via email.

5. Disposition of Quotes

Upon quote submission, all documents submitted in response to this SBO will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.). However, the contents of all quote responses, draft quotes, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a Vendor's quote, shall be held in the strictest confidence until an award is made. The content of all working papers and discussions relating to a quote shall be held confidential indefinitely unless the public's interest is best served by disclosure because of its direct pertinence to a decision, agreement, or evaluation of a quote. Any disclosure of this subject by the Vendor prior to the award is a basis for rejecting a quote and ruling the Vendor ineligible to further participate in the SBO process.

6. Standard Conditions of Service

- a) All performance under the Agreement shall be completed on or before the termination date of the Agreement.
- b) The State's General Terms and Conditions (GTC 02/2025) are not negotiable. The Water Boards does not accept alternate contract language from a prospective contractor. A quote with such language will be considered a counter proposal and will be rejected. The GTC 02/2025 is included as Exhibit C in the agreement.
- c) The winning Vendor must enter an Agreement that may contain the Vendor's quote form or budget, a Scope of Work, additional attachments, standard contract provisions, and one or more of the contract forms and/or exhibits as identified.
- d) A sample of the Agreement is included Section F, Sample Agreement. The sample Agreement contains a detailed description of specifications, requirements and services to be provided, that will apply to any Agreement awarded based on this SBO. Vendors are responsible for reviewing the terms and provisions of the Agreement.
- e) A Vendor's unwillingness or inability to agree to the terms and conditions shown and contained in any exhibit identified in this SBO may cause the Water Boards to deem a

Vendor non-responsible and ineligible for an award. The Water Boards reserves the right to use the latest version of any form or exhibit listed below in the resulting Agreement if a newer version is available.

- f) If an inconsistency or conflict arises between the terms and conditions appearing in the final Agreement and the proposed terms and conditions appearing in this SBO, any inconsistency or conflict will be resolved by giving precedence to the Agreement.
- g) No oral understanding or Agreement shall be binding on either party.

7. Delinquent Tax Obligations (AB 1424 (Statutes of 2011) Public Contract Code 10295.4)

During the quote response evaluation, if a Vendor appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code, Vendor's quote response will be deemed nonresponsive and will not be considered.

8. Insurance

As a condition of the Contract award, the Vendor, when requested, must provide insurance certificate(s) in accordance to Exhibit D, Special Terms and Conditions, Provision 11, Insurance Requirements, evidencing coverage as outlined under Section B, Insurance Coverage Requirements, for the Vendor and any subcontractor(s).

9. Americans With Disability Act (ADA)

To comply with the non-discrimination requirements of the ADA, it is the policy of the State to make every effort to ensure that its programs, activities and services are available to all persons, including persons with disabilities. For persons with a disability needing a reasonable modification to participate in the procurement process, or for persons having questions regarding reasonable modifications for the procurement process, you may contact the buyer listed elsewhere in this solicitation.

a) If the contracting agency issuing this solicitation is an agency other than the Department of General Services, Procurement Division, the telephone numbers for TTY/TDD (telephone device for the deaf) or California Relay Service Numbers will be provided elsewhere in this solicitation.

Note: To ensure that we can meet your need, it is best that we receive your request for reasonable modification at least 10 working days before the scheduled event or the due date for procurement documents.

10. Health and Safety

Contractors are required to, at their own expense, comply with all applicable health and safety laws and regulations. Upon notice, Contractors are also required to comply with the state agency's specific health and safety requirements and policies. Contractors agree to include in any subcontract related to performance of this Agreement, a requirement that the subcontractor comply with all applicable health and safety laws and regulations, and upon notice, the state agency's specific health and safety requirements and policies.

11. Executive Order N-6-22 – Russian Sanctions

The Contractor represents that the Contractor is not a target of economic sanctions imposed in response to Russia's actions in Ukraine imposed by the United States government or the State of California. The Contractor is required to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> and the sanctions identified on the United States Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). The Contractor is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Contractors with one or more agreements with the State of California with an aggregated value of Five Million Dollars (\$5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in termination of this Agreement.

For Contractors with an aggregated agreement value of Five Million Dollars (\$5,000,000) or more with the State of California, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:

- a) Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;
- b) Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and
- c) Direct support to the government and people of Ukraine

12. Generative Artificial Intelligence (GenAI) Requirements

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

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

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

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

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

E) Required Attachments

ATTACHMENT 1
REQUIRED ATTACHMENT CHECK LIST

A complete quote or SBO package will consist of the items identified below.

Complete this check list to confirm the items in your quote. Place a check mark or "X" next to each item that you are submitting to the Water Boards. For your quote to be responsive, all required attachments must be returned. This checklist should be returned with your SBO package also.

Included	Required Attachments	Attachment Name/Description	Verified by Water Boards
☐	1	Required Attachment Check List	☐
☐	2A	Resumes showing proof of MQs 1, 2 and 4	☐
☐	2B	GIS Certification or transcript showing proof of MQ 3	☐
☐	2C	Signed Attachment certifying Vendor can meet MQs 5 & 6	☐
☐	2D	Vendor's address of point of departure proving MQ 7 is met	☐
☐	3	Quote/Vendor Certification Sheet	☐
☐	4	Cost Sheet Instructions and Cost Sheet	☐
☐	5	Bidder Declaration	☐
☐	6	Vendor's References	☐
☐	7	Payee Data Record	☐
☐	8	Contractor Certification Clauses	☐
☐	9	Darfur Contracting Act Certification (if applicable) If your company has not, within the previous three (3) years, had any business activities or other operations outside of the United States, you do not need to complete this form.	☐
☐	10	California Civil Rights Certification	☐
☐	11	Small Business Certificate	☐

ATTACHMENT 2A
PROOF OF MINIMUM QUALIFICATIONS 1, 2 and 4

Vendor provides copies of Resumes for all key staff proving MQs 1, 2 and 4 (detailed below) are met

MQ1: Resumes for key staff showing a minimum three (3) years of experience working with California Native American Tribes in a coordination and technical support capacity.

MQ2: Resumes for key staff showing a minimum three (3) years of experience working on projects protecting confidential tribal cultural information in a public process.

MQ4: Resumes for key staff listing two (2)-three (3) projects demonstrating success working with tribal governments and communities. For each project, provide a brief project synopsis and description of key staff's role on each project to prove this MQ is met.

ATTACHMENTS 2B
PROOF OF MINIMUM QUALIFICATION 3

Vendor provides GIS Certification or transcript proving MQ 3 (detailed below) is met

MQ3: GIS Certification or transcript showing technical capacity to create GIS maps with tribal data upon request.

ATTACHMENTS 2C
PROOF OF MINIMUM QUALIFICATIONS 5 & 6

Vendor signs the bottom of this attachment certifying MQs 5 and 6 (detailed below) are met

MQ5: Capacity to independently travel for this project throughout the North Coast Region. Vendor must sign below certifying their ability to meet this MQ.

MQ6: Financial capital to carry out Task 3 of the Scope of Work while awaiting period payments from the Water Board based on approved invoices.

Task 3 of the Scope of Work requires the Contractor to process and administer the stipend payments to Tribes. By signing below the Vendor certifies they are financially capable of covering these amounts before invoicing the Water Board for these payments.

Authorized Signatory (sign): _____

Name: _____

Date Signed: _____

ATTACHMENTS 2D
PROOF OF MINIMUM QUALIFICATION 7

Vendor provides business address proving MQ 7 (detailed below) is met

MQ7: The Vendor's office from which personnel working on this project will be departing must be located in California and must be located no more than one hundred (100) miles from the boundary of the North Coast Water Board Region. See map below of the North Coast Regional boundary. Vendor must provide address of point of departure to prove this MQ is met.



ATTACHMENT 3
QUOTE/VENDOR CERTIFICATION SHEET

Only an individual who is authorized to bind the firm contractually shall sign the Quote/Vendor Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. This Attachment must be signed and returned along with all the "required attachments" as an entire package. Vendor certifies that:

- A. Vendor is financially stable and has sufficient financial resources necessary to perform all services associated with this contract.
- B. An all-inclusive quote is submitted as detailed in Attachment 4, Cost Sheet.
- C. All required attachments are included with this certification sheet.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this SBO. The signature below authorizes the verification of this certification.

An Unsigned Quote/Vendor Certification Sheet May Be Cause For Rejection

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. ☐ Sole Proprietorship	5. ☐ Partnership	6. ☐ Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
Indicate applicable license and/or certification information:		
9. Contractor's State Licensing Board Number	10. PUC License Number CAL-T-	11. Required
12. Proposer's Name (Print)		13. Title
14. Signature		15. Date
16. Are you certified with the Department of General Services, Office of Small Business and DVBE Certification (OSDC) as: a. Small or Micro Business Enterprise Yes ☐ No ☐ If yes, enter certification number: _____ b. Disabled Veteran Business Enterprise Yes ☐ No ☐ If yes, enter your service code below: _____ NOTE: Your certification number will be verified for status and your SIC as related to this RFQ. Date application was submitted to OSDC, if an application is pending: _____		

Completion Instructions for Quote/Vendor Certification Sheet

Complete the numbered items on the Quote/Vendor 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 your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
11	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.
12, 13, 14, 15	Must be completed. These items are self-explanatory.
16	If certified as a Small Business Enterprise or Micro 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 OSDC.

ATTACHMENT 4
COST SHEET INSTRUCTIONS AND COST SHEET

The Cost Sheet, Attachment 4, will be used to determine the lowest quote. The rates quoted by the Vendor shall be binding for the term of the Agreement.

Billing cycle:

☐ Weekly ☒ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually

Note: All services performed are paid in arrears according to the billing cycle indicated.

To receive consideration, the Vendor **must** quote a price for every task/subtask on the Cost Sheet. Incomplete Cost Sheets cannot be considered, as they cannot be evaluated against other submittals. The Cost Sheet will auto-calculate the Total Cost based on the Estimated Hours and Hourly Rates that the Vendor enters. **Total Cost cannot exceed \$100,000.00. Quotes exceeding this amount may be deemed non-responsive and ineligible for award.**

The estimated number of total hours per task is provided for assessment purposes. Although the estimates listed are considered to be reasonably accurate, the Water Boards does not guarantee that the actual number of hours requested during the term of the Agreement will be equal to the estimates listed in this SBO.

PLEASE NOTE:

Travel expenses shall be reimbursed in accordance with rates established by CalHR.
Travel costs are capped at \$4,000.00.

INSTRUCTIONS FOR COMPLETING ATTACHMENT 4, "COST SHEET"

The required Attachment 4, Cost Sheet, total price is calculated as follows:

1. For each Subtask, a maximum, estimated number of hours is provided. These hours are to be divided among personnel at the Vendor's discretion.
2. Vendor must provide an hourly rate for personnel for each Task/Subtask. Hourly rates must be inclusive of all direct and indirect costs. Quoted Hourly Rates shall be binding throughout the term of the Agreement.
3. The spreadsheet will auto-calculate the total cost for each Subtask/Task (hourly rate x est. hours).
4. The following are fixed totals in the Cost Sheet that will auto-calculate into the Total Cost:
 - a. Conference Room Rental
 - b. Project Stipends Total
 - c. Total Travel Costs
5. The Total Cost is set to auto-calculate as follows:
 - a. Task 1 Total + Task 2 Total + Task 3 Total + Task 4 Total + Project Stipends Total + Total Travel Costs=Total Cost

Please complete the Position Titles, Estimated Hours, and Hourly Rates in the accompanying Excel Spreadsheet, "Attachment 4, Cost Sheet."

ATTACHMENT 5
BIDDER DECLARATION

Bidder must return Attachment 4, Bidder Declaration. Failure to provide the required information for Attachment 4 may result in the rejection of your quote. The form can be downloaded from the internet: <https://www.documents.dgs.ca.gov/dgs/fmc/gsp/gspd05-105.pdf>

ATTACHMENT 6
VENDOR'S REFERENCES

Submission of this attachment is mandatory. Failure to complete and return this attachment with your quote response will cause your quote response to be rejected and deemed nonresponsive.

List below three (3) references of similar types of services performed within the last three (3) years. If three (3) references cannot be provided, please explain why on an attached sheet of paper.

REFERENCE 1

Name of Firm:	City:	State:	Zip Code:
Street Address:			
Contact Person:		E-mail Address:	
Dates of Service:		Telephone Number:	

Brief Description of Service Provided

REFERENCE 2

Name of Firm:	City:	State:	Zip Code:
Street Address:			
Contact Person:		E-mail Address:	
Dates of Service:		Telephone Number:	

Brief Description of Service Provided

REFERENCE 3

Name of Firm:	City:	State:	Zip Code:
Street Address:			
Contact Person:		E-mail Address:	
Dates of Service:		Telephone Number:	

Brief Description of Service Provided

ATTACHMENT 7
PAYEE DATA RECORD

Complete and return the Payee Data Record, Form STD 204. The form can be downloaded from the internet at: <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

ATTACHMENT 8
CONTRACTOR CERTIFICATION CLAUSES

Page one (1) must be signed and submitted with your response. The Contractor Certification Clauses (CCC 307) can be downloaded from the Internet:

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

ATTACHMENT 9
DARFUR CONTRACTING ACT CERTIFICATION

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

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

OPTION #1 - CERTIFICATION

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

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

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

OPTION #2 – WRITTEN PERMISSION FROM DGS

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

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

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

ATTACHMENT 10
CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

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

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

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. <i>Proposer/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

ATTACHMENT 11
SMALL BUSINESS CERTIFICATE

Vendor provides copy of Small Business (SB) Certificate

F) Sample Agreement

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

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 a part of this agreement as if attached hereto.

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

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

CONTRACTOR

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

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)

EXHIBIT A SCOPE OF WORK

1. SERVICES OVERVIEW

- A. This Agreement is the result of a competitive solicitation that is incorporated by reference and made part of this Agreement.
- B. TBD (hereinafter referred to as the Contractor) agrees to provide to the State Water Resources Control Board and the North Coast Regional Water Quality Control Board (North Coast Water Board), collectively referred to herein as the "Water Boards," with services as described herein:

The Contractor shall coordinate Tribal engagement and technical support for the Native American Culture Beneficial Uses project; including but not limited to distributing stipend payments to Tribes with ancestral connections to the North Coast Region for their participation in the project, providing technical support as requested by Tribes, and provide meeting facilitation and coordination support for the project.

- C. The services shall be performed in the California counties of the North Coast Region: Del Norte, Glenn, Humboldt, Lake, Marin, Mendocino, Modoc, Siskiyou, Sonoma, and Trinity counties.
- D. The services shall be provided during normal Water Boards' working hours, generally Monday through Friday 8am through 5pm, excluding State holidays. The Contractor shall ensure that any staff assigned to this project does not incur overtime to complete the tasks outlined in this Agreement. The Contractor shall notify the Water Boards Contract Manager in advance of any work done outside of the normal Water Boards hours.

The Project Representatives during the term of this Agreement will be:

North Coast Regional Water Quality Control Board	Contractor: TBD
Name: "Contract Manager"	Name:
Phone:	Phone:
e-mail:	e-mail:

Direct all inquiries to:

North Coast Regional Water Quality Control Board	Contractor: TBD
Section/Unit: Planning Unit	Section/Unit:
Attention:	Attention:

**EXHIBIT A
SCOPE OF WORK**

Address: 930 6 th Street Eureka, CA 95501	Address:
Phone:	Phone:
e-mail:	e-mail:

The parties may change their Project Representative upon providing ten (10) business days written notice to the other party. Said changes shall not require an Amendment to this Agreement.

E. TERM/PERIOD OF PERFORMANCE

The period of performance for this Agreement shall be as identified on the Agreement (STD 213). "Start Date" identifies when services may begin and "Through End Date" identifies when services must be completed.

The State Water Resources Control Board reserves the right to amend to add time solely to complete performance, not to exceed one year, without scope change, or to increase funding once (total Contract amount not to exceed the \$100,000) to cover documented usage variances without changing scope, and at the originally agreed upon rates

The Contractor shall not be authorized to deliver or commence the performance of services as described in this SOW until written approval has been obtained from all entities. Any delivery or performance of service that is commenced prior to the signing of this Agreement or after the term of this Agreement has passed shall be considered voluntary on the part of the Contractor and non-compensable.

2. WORK TO BE PERFORMED:

A. Background and Goals

There are more than fifty (50) California Native American Tribes with ancestral connections to the North Coast Region. The North Coast Water Board's [Native American Culture Beneficial Uses project](#) will consider new designation requests supported by Tribes for the Native American Culture beneficial use. The project requires assisting Tribes with information requests to substantiate waterbody designations, meeting with Tribes to communicate project details, and technical support to achieve project goals. The goals of the project are to gather information on tribal uses of water for designation requests and water quality standards to protect them.

EXHIBIT A SCOPE OF WORK

Some challenges are anticipated around navigating communication with numerous Tribal governments with varying levels of organizational structure, staff availability, land base, and prior knowledge of the North Coast Basin Plan. Benchmarks for success include number and variety of outreach efforts to engage Tribes and describe support available, number of hours of technical support provided by the Contractor, number of successfully completed support requests, hours of workshop support and successful monthly coordination with the Water Boards Contract Manager.

B. Tasks and Deliverables

The Contractor shall be responsible for the performance of tasks, and for the preparation of products as specified in this Exhibit.

Task 1 – Project Management and Administration

- 1.1 The Contractor shall provide all technical and administrative services as needed for Agreement completion, including monitoring, supervising, and reviewing all work performed. In addition, the Contractor shall coordinate budgeting and scheduling to ensure that the Agreement is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations throughout the Agreement term.
- 1.2 The Contractor shall attend monthly virtual meetings with the Water Boards Contract Manager to coordinate scheduling of project tasks and responses to requests from Tribes. The Contractor shall document agenda items and decisions made during these meetings.
- 1.3 The Contractor shall ensure that the Agreement requirements are met through completion of Quarterly Progress Reports submitted to the Water Boards Contract Manager, and through regular communication with the Water Boards Contract Manager. The progress reports shall describe activities undertaken and accomplishments of each task, milestones achieved, and any problems encountered in the performance of the work under this Agreement. See Section 3- Progress Reports for details.

Task 1 Deliverables:

- ❖ Deliverable 1.2: Monthly meeting notes documenting agenda items and decisions made.
- ❖ Deliverable 1.3: Quarterly Progress Reports, draft of Final Report and Final Report submitted on time to the Water Boards Contract Manager.

EXHIBIT A SCOPE OF WORK

Task 2 – Technical Support for Tribes

- 2.1 Contractor shall develop a process for Tribes to request technical support. This process shall be submitted to the Water Boards Contract Manager for review and approval within thirty (30) days of Contract execution.
- 2.2 Contractor shall attend monthly virtual meetings (as described in Task 1.2) with the Water Boards Contract Manager to jointly approve responses to requests from Tribes. The Contractor shall document items discussed and decisions made during these meetings.
- 2.3 The Contractor shall provide technical support as directed by the Water Boards Contract Manager and requested by California Native American Tribes with ancestral connections to the North Coast Region to support tribal beneficial use designation requests and their protection; including but not limited to mapping support, development of community survey tools, assistance with interviews, and other methods of collecting or communicating relevant information. The Contractor shall be responsive to requests from Tribes and document the status of the technical support tasks in the Quarterly Progress Reports and the Final Report detailed in Section 3.

Success in this task shall be measured by the hours of technical support provided to Tribes, as requested by the Water Boards Contract Manager, and electronic copies of products, such as maps or survey templates, completed through support requests provided to the Contract Manager.

Task 2 Deliverables:

- ❖ Deliverable 2.1: Documented process for handling tribal requests for technical support.
- ❖ Deliverable 2.2: Notes from monthly meeting with the Water Boards Contract Manager documenting technical support requests and Contractor progress working on technical support.
- ❖ Deliverable 2.3a: Include in Quarterly Progress Reports a list of specific technical support tasks requested, in process, and completed. Identify requesting Tribe, specific goal for the task, and anticipated completion date.
- ❖ Deliverable 2.3b: In Final Report include a table listing all Tribes that requested technical assistance during the Agreement period, the type of assistance for each, and outcome.

EXHIBIT A SCOPE OF WORK

Task 3 – Process Stipend Payments for Tribes

3.1 The Contractor shall develop a process for Tribes to request stipends and criteria for approving these Tribal stipend requests. This process shall be submitted to the Water Boards Contract Manager for review and approval within thirty (30) days of Contract execution. The Water Boards Contract Manager will review criteria and approve final draft.

3.2 The Contractor shall process stipend payments that meet the criteria developed in 3.1 in the following categories:

- i. Compensate Tribes for their time gathering information to support tribal beneficial use designation requests (not to exceed \$1,500 per Tribe-exceedances shall be justified and approved by the Water Boards Contract Manager, fifteen (15) tribes estimated),
- ii. Compensate Tribes for their time collecting and/or analyzing data on potential water quality objectives linked to cultural beneficial uses (estimate \$1,500 per Tribe, five (5) tribes estimated), and/or
- iii. Compensate Tribes for travel costs to attend Water Boards meetings and workshops on tribal beneficial uses (twenty-three (23) estimated).

The Contractor shall submit the stipend requests to the Water Boards Contract Manager before issuing payments. The Water Board Contract Manager will provide either final approval to issue stipends or requests for clarifications within ten (10) days of receiving stipend requests.

The Contractor shall be responsive to the needs of Tribes, flexibly offering stipends from the appropriate category up to a total of \$39,200 to compensate all the tribes for their time and travel costs.

Task 3 Deliverables:

- ❖ Deliverable 3.1: Approved process for Tribes to request stipends and criteria for processing stipend payments.
- ❖ Deliverable 3.2a: Included in Quarterly Progress Reports, a table of stipend payments and amounts issued. This table shall identify the requesting Tribes and include a justification for the stipend category.
- ❖ Deliverable 3.2b: Included in Final Report, a table listing all Tribes that requested stipend payments during the Agreement term, amount of each stipend payment, purpose of stipend with its corresponding category, and confirmation of whether the stipend was provided.

EXHIBIT A SCOPE OF WORK

Task 4 – Meeting Support with Tribes

- 4.1 The Contractor shall provide support to North Coast Water Board staff with facilitation and coordination of workshops or meetings as requested by the Water Boards Contract Manager. North Coast Water Board staff are planning for two (2)-three (3) in-person training meetings or workshops in different parts of the North Coast Region, which may require the rental of a meeting room from a participating Tribe and one night of travel for the Contractor and up to 2 additional Contractor staff for each event (for a maximum of three (3) Contractor staff). Contractor shall work with the Water Boards Contract Manager to coordinate meeting dates, times, locations, and agendas. Contractor shall facilitate meeting invitations and RSVPs, timekeeping during meetings, and notetaking. Water Board staff will provide meeting content.
- i. The Water Board(s) will pay mileage, parking, and hotel expenses pursuant to the current CalHR travel reimbursement rates. The Contractor shall obtain prior written approval from the Water Boards Contract Manager before incurring mileage, parking, and hotel expenses. In addition, no travel expenses will be paid prior to the actual date and time of travel.
 - ii. In the event the Contractor travels over fifty (50) miles one way from the North Coast Water Board office in Santa Rosa, the Water Board(s) will pay mileage up to the current State rate.
 - iii. For parking and hotel costs, the Contractor shall complete a State Travel Expense Claim [TEC] form, with receipts affixed for reimbursement.

Task 4 Deliverables:

- ❖ Deliverable 4.1a: Included in Quarterly Progress Reports, a list of activities associated with this task.
- ❖ Deliverable 4.1b: Included with invoices, copies of Travel Expense Claims for the month the expenses occur.
- ❖ Deliverable 4.1c: Included in the Final Report, a table listing all meeting dates, Tribes that participated, meeting purpose and outcomes.

C. Task and Deliverables Schedule

Task #	Deliverable	Deliverable Due Date
1.2	Monthly meeting notes	One (1) week after each meeting.

EXHIBIT A SCOPE OF WORK

1.3	Quarterly Progress Reports	First Quarterly Progress Report due no later than one hundred twenty (120) days after Contract execution, and quarterly thereafter.
	Draft Final Report	Not later than ninety (90) days prior to Agreement end date.
	Final Report	Not later than thirty (30) days prior to Agreement end date.
2.1	Documented process for handling tribal requests	Thirty (30) days after Contract execution.
2.2	Monthly meeting notes	One (1) week after each meeting.
2.3	Technical Support for Tribes	Ongoing. Detailed in Quarterly and Final Report.
3.1	Process for Tribes to request stipends and criteria for stipend payments.	Within thirty (30) days of Contract execution.
3.2	Reports on stipend payment details	Ongoing. Detailed in Quarterly and Final Report.
4.1	Meeting Support with Tribes	Ongoing. Detailed in Quarterly and Final Report.

If due date falls on a Saturday, Sunday or State holiday, deliverables shall be due the following business day.

3. PROGRESS REPORTS:

- A. Not later than one hundred twenty (120) days after Contract execution, and quarterly thereafter, during the life of this Agreement, the Contractor shall provide a written Quarterly Progress Report to the Water Boards Contract Manager describing activities undertaken, accomplishment of milestones, and any problems encountered in the performance of the work under this Agreement, and delivery of intermediate products, if any.
- B. The Contractor shall submit to the Water Boards Contract Manager for approval the reports containing the results of the work performed in accordance with the schedule of this Exhibit.
- C. Not later than ninety (90) days prior to Agreement end date, the Contractor shall submit to the Water Boards Contract Manager a copy of a draft report describing the work performed pursuant to this Exhibit for review and comment.

EXHIBIT A
SCOPE OF WORK

- D. Within four (4) weeks of receipt of the draft report, the Water Boards Contract Manager will submit final comments to the Contractor.
- E. Not later than thirty (30) days prior to Agreement end date, the Contractor shall submit to the Water Boards Contract Manager for approval an electronic copy of the Final Report containing the results of the work performed and addressing the comments submitted to the Contractor by the Water Boards Contract Manager.
- F. The report shall not be considered final until accepted and approved by the Water Boards Contract Manager.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the Water Boards agree to compensate the Contractor in accordance with the rates specified herein, which are attached hereto and made a part of this Agreement.
- B. Invoices shall include progress reports, as outlined in Exhibit A, Scope of Work, the Agreement Number and shall not be submitted more frequently than monthly in arrears to:

Contract Manager
North Coast Regional Water Quality Control Board
930 6th Street
Eureka, California 95501

- C. The Contractor shall also send a copy of the invoice or payment request to the Water Boards' Accounting Operations Section:

State Water Resources Control Board – Accounting
1001 I Street, 18th Floor
Sacramento, California 95814

- D. Progress payments shall be based on at least equivalent services rendered.
- E. Progress payments shall not be made in advance of services rendered
- F. Not less than 10% of each progress payment shall be withheld pending satisfactory completion of the Contract. If a Contract consists of the performance of separate and distinct tasks, then any funds withheld for a particular task may be paid upon completion of that task (PCC § 10346).
- G. Contractors who are certified as small businesses or recognized as non-profit organizations by the Office of Small Business and DVBE Services (OSDS) will be paid in accordance with California Government Code, Title 1, Section 926.15. Invoices for all other Contractors shall be paid within 45 calendar days. In either situation, payment of any invoice will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice or payment request. Failure to use the address exactly as provided above may result in return of the invoice or payment request to the Contractor. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. All invoices must be approved by the Contract Manager.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

H. The invoice shall contain the following information:

1. The word "INVOICE" should appear in a prominent location at the top of page(s);
2. Printed name of the Contractor;
3. Business address of the Contractor, including P.O. Box, City, State, and Zip Code;
4. The date of the invoice;
5. The number of the Agreement upon which the claim is based; and
6. An itemized account of the services for which the Water Boards is being billed;
 - a) The time period covered by the invoice, i.e., the term "from" and "to";
 - b) A brief description of the services performed;
 - c) The method of computing the amount due. On cost reimbursable Agreements, invoices must be itemized based on the categories specified in the Budget. The amount claimed for salaries/wages/consultant fees must also be explained; i.e., hours or days worked times the hourly or daily rate = the total amount claimed;
 - d) The total amount due; this should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Contractor under the terms of this Agreement; and
 - e) Original signature of Contractor (not required of established firms or entities using preprinted letterhead invoices).
 - f) A line item for any payments made to a Disabled Veteran's Business Enterprise (DVBE) subcontractor.

2. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the Water Boards 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.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Water Boards shall have the option to either cancel this Agreement with no liability occurring to the Water Boards, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

- C. The Water Boards' obligation to make any payments under this Contract shall be suspended during such time as the Budget Act covering that fiscal year has not been approved by the Legislature and signed into law by the Governor.
3. **PROMPT PAYMENT CLAUSE:** Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.
4. **FUND AVAILABILITY**
- A. It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the current year and/or any subsequent years covered under this Agreement for the purpose of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
- C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
- D. The department has the option to invalidate the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.
5. **TIMELY SUBMISSION OF FINAL INVOICE**
- A. A final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Agreement. Said invoice should be clearly marked "Final Invoice," thus indicating that all payment obligations of the Water Boards under this Agreement have ceased and that no further payments are due or outstanding.
- B. The Water Boards may, at its discretion, choose not to honor any delinquent final invoice.
6. **CONSULTANT - STAFF EXPENSES:** The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

Agreement. Such personnel shall not be employees of or have any contractual relationship with any California governmental entity.

7. EXPENSE ALLOWABILITY/FISCAL DOCUMENTATION

- A. Invoices received from a Contractor and accepted and/or submitted for payment by the Water Boards, shall not be deemed evidence of allowable Agreement costs.
- B. The Contractor shall maintain for review and audit and supply to the Water Boards upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.
- C. If the allowability or appropriateness of an expense cannot be determined by the Water Boards because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the Water Boards. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
- D. If travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures.
- E. Costs and/or expenses deemed unallowable are subject to recovery by the Water Boards. See provision entitled, "Recovery of Overpayments" for more information.

8. RECOVERY OF OVERPAYMENTS

- A. Contractor agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the Water Boards by one of the following options:
 - (a) Contractor's remittance to the Water Boards of the full amount of the audit exception within 30 days following the Water Boards' request for repayment;
 - (b) A repayment schedule, which is agreeable to both the Water Boards and the Contractor.
- B. The Water Boards reserves the right to select which option will be employed and the Contractor will be notified by the Water Boards in writing of the claim procedure to be utilized.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of the Water Boards' demand for repayment, or commencing on the date that an audit or examination finding is mailed to the Contractor, if applicable.
- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay, to the Water Boards, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of Water Boards' notice requesting reimbursement of questioned audit costs or disallowed expenses.

EXHIBIT C
General Terms and Conditions (GTC 02/2025)

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public

EXHIBIT C
General Terms and Conditions (GTC 02/2025)

Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS:** Time is of the essence in this Agreement.
13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

EXHIBIT C
General Terms and Conditions (GTC 02/2025)

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec.15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

EXHIBIT C
General Terms and Conditions (GTC 02/2025)

- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services 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 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)
21. GENERATIVE AI DISCLOSURE OBLIGATIONS:
- a. The following terms are in addition to the defined terms and shall apply to the Contract:
- 1) "Generative AI (GenAI)" means 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. (Gov. Code § 11549.64.)

EXHIBIT C
General Terms and Conditions (GTC 02/2025)

- b. Contractor shall immediately 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. Notification shall be provided to the State designee identified in this Contract.
- d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.
- e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.
- f. The State, at its sole discretion, may consider Contractor’s failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. DISPUTE RESOLUTION PROCESS:

Any dispute arising under or relating to the terms of this Agreement, or related to the performance hereunder, which is not disposed of by Agreement shall be decided by the Contract Manager, who shall reduce such decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contract Manager shall be final and conclusive unless, within fifteen (15) calendar days from the date of receipt of such copy, the Contractor mails or otherwise delivers a written appeal to the State Water Resources Control Board Executive Director. The decision of the Executive Director, or authorized representative, on such appeal shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by any substantial evidence. In connection with any appeal under this Section, the Contractor shall be afforded an opportunity to be heard and to offer evidence and argument in support of the appeal. Pending final decision on any dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement work as directed by the Contract Manager unless the Contractor has received notice of termination. Decisions on any disputes hereunder may include decisions of both fact and law; provided, however, that nothing herein shall be construed as making final any decision on a question of fact or law in the event of any subsequent legal proceeding before a court of competent jurisdiction.

Authority to terminate performance under the terms of this Agreement is not subject to appeal under this Section. All other issues including, but not limited to, the amount of any equitable adjustment and the amount of any compensation or reimbursement which should be paid to the Contractor shall be subject to the disputes process under this Section. (PCC 10240.5, 10381, 22200 et seq, 40 CFR 31.70)

2. RIGHTS IN DATA:

The Contractor agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement shall remain the property of the State. The Contractor shall have the right to reproduce, publish, and use all such work, or any part thereof, upon the written authorization of Water Boards. The Water Boards reserve the right to reproduce, publish, and use such work, or any part thereof.

3. ACCESSIBLE CONTENT REQUIREMENTS:

The Contractor shall ensure that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted to the State Water Board or uploaded directly to any State internet

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

website or database in the performance of this Agreement comply with the accessible content requirements set forth in Government Code sections 7405 and 11135; section 508 of the federal Rehabilitation Act (29 USC 794d) and the regulations promulgated thereunder (36 CFR part 1194); and the most current Web Content Accessibility Guidelines published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

If the Contractor provides any electronic or information technology, or related services, under this Agreement, the Contractor shall respond to and resolve any complaint brought to the attention of the Contractor regarding the accessibility of its products or services.

4. EVALUATION OF CONTRACTOR:

The Contractor's performance under this Agreement shall be evaluated within thirty (30) days after completion. For this purpose a form designated by the Department of General Services (the "Contract/Contractor Evaluation," Form STD. 4) shall be used. Post-evaluations shall remain on file for a period of thirty-six (36) months. If the Contractor did not satisfactorily perform the work or service specified in the Agreement, Contract Manager shall place one copy of the evaluation form in the Agreement file and send one copy of the form to the Department of General Services within five (5) working days of the completion of the evaluation. Upon filing an unsatisfactory evaluation with the Department of General Services, the Contract Manager shall notify and send a copy of the evaluation to the Contractor within fifteen (15) days. The Contractor shall have thirty (30) days to prepare and send a statement to the Contract Manager and the Department of General Services defending his or her performance under the Agreement. The Contractor's statement shall be filed with the evaluation in the Contract Manager's file and at the Department of General Services. (PCC 10369)

5. CONTRACTOR'S RIGHTS AND OBLIGATIONS:

Public Contract Code Sections 10335-10381 contains language describing the Contractor's duties, obligations, and rights under this Agreement. By signing this Agreement, the Contractor certifies that he or she has been fully informed regarding these provisions of the Public Contract Code. As required by Public Contract Code Section 10371(e)(2), résumés attached hereto and by this reference are incorporated herein.

6. DISCLOSURE REQUIREMENTS:

Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

written report was prepared through Agreement with the Water Boards. The disclosure statement shall include the Agreement number and dollar amount of all Agreements and Subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.

If the Contractor or Subcontractor(s) are required to prepare multiple documents or written reports, the disclosure statement may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports.

The Contractor shall include in each of its Subcontracts for work under this Agreement a provision which incorporates the requirements stated within this Section. (Gov. Code 7550, 40 CFR 31.20)

7. PERMITS, WAIVER, REMEDIES AND DEBARMENT:

The Contractor shall procure all permits and licenses necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

Any waiver of rights with respect to a default or other matter arising under the Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter.

Any rights and remedies of the Water Boards provided for in this Agreement are in addition to any other rights and remedies provided by law.

Contractor shall not subcontract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension". Contractor shall not subcontract with any individual or organization on USEPA's List of Violating Facilities. (40 CFR, Part 31.35, Gov. Code 4477)

In addition, the Contractor shall not subcontract with any party who is debarred, suspended, or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this contract is authorized. The Contractor shall not subcontract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this contract is authorized.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

The State Water Board's List of Disqualified Businesses and Persons is located at: http://www.waterboards.ca.gov/water_issues/programs/ustcf/dbp.shtml

8. HEALTH AND SAFETY:

Contractors are required to, at their own expense, comply with all applicable health and safety laws and regulations. Upon notice, Contractors are also required to comply with the state agency's specific health and safety requirements and policies. Contractors agree to include in any subcontract related to performance of this Agreement, a requirement that the subcontractor comply with all applicable health and safety laws and regulations, and upon notice, the state agency's specific health and safety requirements and policies.

9. EXECUTIVE ORDER N-6-22 – RUSSIAN SANCTIONS:

The Contractor represents that the Contractor is not a target of economic sanctions imposed in response to Russia's actions in Ukraine imposed by the United States government or the State of California. The Contractor is required to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> and the sanctions identified on the United States Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). The Contractor is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Contractors with one or more agreements with the State of California with an aggregated value of Five Million Dollars (\$5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in termination of this Agreement. For Contractors with an aggregated agreement value of Five Million Dollars (\$5,000,000) or more with the State of California, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to

- A. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

B. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and

C. Direct support to the government and people of Ukraine.

10. TRAVEL AND PER DIEM:

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates and rules currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Local government agency, education and special districts will pay travel time and per diem according to their respective statutory requirements. No travel outside the state of California shall be reimbursed without prior authorization from the Water Boards. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

11. INSURANCE REQUIREMENTS:

A. General Provisions Applying to All Policies

- 1) Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least thirty (30) days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.
- 2) Policy Cancellation or Termination and Notice of Non-Renewal – Contractor shall provide to the Water Board 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 Water Boards 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.
- 3) Premiums, Assessments and Deductibles – The Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- 4) Primary Clause – Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the Water Boards.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- 5) Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VI. 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.
- 6) Endorsements – Any required endorsements requested by the Water Boards must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 7) Inadequate Insurance – Inadequate or lack of insurance does not negate the Contractor’s obligations under the Agreement.
- 8) Available Coverages/Limits – All coverage and limits available to the contractor shall also be available and applicable to the State.
- 9) 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.
- 10) Use of Subcontractors - In the case of Contractor’s utilization of Subcontractors to complete the contracted scope of work, the Contractor shall include all Subcontractors as insured under the Contractor’s insurance or supply evidence of the Subcontractor’s insurance to the Water Boards equal to policies, coverages, and limits required of the Contractor.

B. Insurance Coverage Requirements

The Contractor shall display evidence of the following on an Acord certificate of insurance evidencing the following coverage:

- 1) Commercial General Liability – The Contractor shall maintain general liability with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor’s limit of liability. The policy shall be endorsed to include, “The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned.” This endorsement must be

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

supplied under form acceptable to the Office of Risk and Insurance Management.

- 2) Automobile Liability– The Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, “The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 3) Worker’s Compensation and Employer’s Liability– The Contractor shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer’s liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 4) Professional Liability– Contractor shall maintain professional liability covering any damages caused by a negligent error; act or omission with limits not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy’s retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.

12. CANCELLATION / TERMINATION WITHOUT CAUSE:

In addition to the “Termination for Cause” provisions in Section 7 of Exhibit C of this Agreement, the Water Boards may terminate this Agreement without cause if doing so is in the best interest of the State, by giving thirty (30) days written notice to the Contractor. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements. Upon receipt of a notice of termination or cancellation from the Water Boards, Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent Contract costs.

Termination Process (for both Terminations for Cause and Terminations without Cause):

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

Any termination shall be effected by written notice to the Contractor, either hand-delivered to the Contractor or sent certified mail, return receipt requested. The notice of termination shall specify the effective date of termination.

Upon receipt of notice of termination, and except as otherwise directed in the notice, the Contractor shall:

- A. Stop work on the date specified in the notice;
- B. Place no further orders or enter into any further Subcontracts for materials, services or facilities except as necessary to complete work under the Agreement up to effective date of termination;
- C. Terminate all orders and Subcontracts;
- D. Promptly take all other reasonable and feasible steps to minimize any additional cost, loss, or expenditure associated with work terminated, including, but not limited to reasonable settlement of all outstanding liability and claims arising out of termination of orders and Subcontracts;
- E. Deliver or make available to the Water Boards all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the Contractor under this Agreement, whether completed, partially completed, or in progress.

In the event of termination, final payment may include reasonable compensation for satisfactory services rendered, materials supplied, and expenses incurred, if any, pursuant to this Agreement prior to the effective date of termination.

13. COMPUTER SOFTWARE:

Contractor certifies that it has appropriate systems and controls in place to ensure that Water Boards 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.

14. POTENTIAL SUBCONTRACTORS:

Nothing contained in this Agreement or otherwise, shall create any contractual relationship between the Water Boards and any Subcontractors, and no Subcontract shall relieve the Contractor of his responsibility and obligations hereunder. The Contractor agrees to be as fully responsible to the Water Boards for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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 Water Boards' obligation to make payments to the Contractor. As a result, the Water Boards shall have no obligation to pay or to enforce the payment of any moneys to any Subcontractor. Should Water Boards 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, Water Boards may request substitution of the Subcontractor.

15. PROHIBITION OF FOLLOW-ON CONTRACTS:

No Contractor or subsidiary thereof who has been awarded a consulting services Contract may submit a bid for, nor 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 the consulting services Contract. (PCC 10365.5)

16. FORCE MAJEURE:

Except for defaults of Subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its Subcontractor, and if such default of its Subcontractor, arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.