

DEPARTMENT OF WATER RESOURCES

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

**INVITATION FOR BID****Notice to Prospective Bidders**

August 24, 2026

You are invited to review and respond to this Invitation for Bid (IFB) number 10214186 for Boat Portage Services. The anticipated term of this agreement is three (3) years, with the option to renew for an additional two (2) years under the same terms and conditions. In submitting your bid, you must comply with these instructions.

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

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

If you do not have Internet access, a hard copy can be provided by contacting the person listed below. The CCC package contains clauses and conditions that may apply to your Agreement and to anyone doing business with the State. The Certification will be kept on file in a central location.

Inquiries regarding the processing of this bid should be referred to Acacia Valenzuela at (916) 902-6078 or Acacia.Valenzuela@water.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.

Sincerely,

Jacob McQuirk

Jacob McQuirk, P.E., Manager
Water Initiatives Planning and Management Branch
Division of Operations and Maintenance
Department of Water Resources

Attachment(s)

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A. Purpose and Description of Services

The Contractor (Contractor) will provide boat portage services for the Temporary Barriers Project. The Temporary Barriers Project, managed by the Division of Operations and Maintenance (O&M) Water Initiatives Planning and Management Branch (WIPM), involves the annual installation of three (3) rock barriers in the South Delta channels to mitigate the impacts of the State Water Project (SWP) and Central Valley Project on water levels for agricultural diversions. Two (2) of the three (3) barrier site's locations require boat portage as the barriers block navigable channels and typically prevent boat passage from May through November of each year. Thus, boat portage is needed to trailer boats across the rock barriers.

B. Bidder Minimum Qualifications

1. Bidder must possess and provide proof of an active, current California Business License.
2. Bidder must provide proof of an active, valid Class C California Driver's Licenses for all personnel.
3. Bidder must provide proof of experience related to commercial boat trailering (including launching and receiving boats) in Attachment III, Bidder References.
4. Bidder must possess and provide proof of active, current California Boater Cards for all personnel.
5. Bidder must be able to provide the required equipment (two trucks and two trailers) and provide proof thereof (for example: copy of quote or estimate of lease/purchase, or proof of ownership).

C. Bid Requirements and Information

1. BID KEY ACTION DATES

All bidders must adhere to the following time schedule:

IFB available to prospective bidders on:	Thursday, August 24, 2026
Mandatory Pre-Bid Conference to be held on:	Thursday, September 3, 2026 at 9:30am
Mandatory Pre-Bid Conference doors close at:	Thursday, September 3, 2026 at 9:35am
No bidder will be allowed into the conference once doors close.	
Bids must be received by:	Thursday, September 17, 2026 by 4:00pm
Bid opening to be held on:	Monday, September 21, 2026 at 9:30am
Anticipated start date of agreement is:	January 2027

Bid Openings: Sealed bids will be publicly opened and read via a TEAMS link. You may participate using the link provided below.

Topic: Public Bid Opening: IFB# 10214186 – Boat Portage Services
Time: Thursday, August 27, 2026 at 9:30am

Join TEAMS Meeting

<https://teams.microsoft.com/meet/26400685567631?p=M62EFP133OJAFbLAXH>

Meeting ID: 264 006 855 676 31
Passcode: a49zg3bn

Or by Telephone (Audio Only):
Dial: +1 916-573-2034
Phone Conference ID: 356 871 640#

* Please note that the bid opening via TEAMS will be visual only with no opportunity for questions and answers.

2. LOCATION WHERE WORK WILL BE PERFORMED

Contractor will provide services at the Temporary Barriers located at Old River near the city of Tracy (ORT) and Grant Line Canal (GLC) in San Joaquin County (Exhibit A, Attachment 1, Site Map).

- a. Old River near the city of Tracy, San Joaquin County. Latitude 37.8103 N, Longitude 121.5428 W, Section 28, Township 1S, Range 4E, U.S. Geological Survey (USGS) map Clifton Court Forebay, Assessor's Parcel Number 189-050-43
- b. Grant Line Canal near the Tracy Boulevard Bridge in San Joaquin County. Latitude 37.8199 N, Longitude 121.4483 W, Section 29, Township 1S, Range 5E, U.S. Geological Survey (USGS) map Union Island, Assessor's Parcel Number 189- 240-20, 189-170-07 and 189-170-03

3. MANDATORY PRE-BID CONFERENCE

- a. Contractors *must* attend the mandatory pre-bid conference in order to have their bid accepted. The mandatory pre-bid conference will be held at:

Grant Line Canal near the Tracy Boulevard Bridge in San Joaquin County (Site 2)

Latitude 37.8199 N

Longitude 121.4483 W

Section 29, Township 1S, Range 5E

U.S. Geological Survey (USGS) Map Union Island

Assessor's Parcel Number 189- 240-20, 189-170-07 and 189-170-03

- b. Contractor personnel attending the mandatory pre-bid conference must have Government-issued identification, hard hat(s), and safety shoes.
- c. Substantive questions regarding bidding and contracting requirements will be addressed at the pre-bid conference only. No questions with regards to requirements and provisions detailed in the Scope of Work will be addressed before or after the conference.
- d. The pre-bid conference will be the sole forum for addressing questions regarding bid and contract requirements. If appropriate, DWR may issue an Addendum to this IFB as a result of items discussed at the pre-bid conference.
- e. Prospective bidders attending this pre-bid conference will receive information regarding the bid. In the event a prospective bidder is unable to attend a mandatory pre-bid conference, an authorized representative may attend on the prospective bidder's behalf. The representative may sign in for only *one* company. If this is not an option available to you, please contact the State for possible alternative accommodations.
- f. If a prospective bidder needs assistance because of physical impairment, reasonable accommodation will be provided by DWR if requested. To request reasonable accommodation, please call Acacia Valenzuela at (916) 916-902-6078 no later than 5:00 p.m. on the fifth (5th) business day prior to the scheduled date of the pre-bid conference.

4. SUBMISSION OF BID

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

- i. Bids submitted by USPS must be addressed to:

Department of Water Resources
O&M Contract Services Section
Attn: Acacia Valenzuela
P.O. Box 942836
715 P Street, 5th Floor
Sacramento, California 94236-0001

- ii. Bids submitted by hand delivery must be given to Acacia Valenzuela on or before the bid due date and time of Tuesday, August 25, 2026 by 4:00pm. Please coordinate a day and time via phone at (916) 902-6078 or via e-mail at Acacia.Valenzuela@water.ca.gov.

- iii. Bids submitted by UPS, express mail, or Federal Express must be addressed to:

Department of Water Resources
O&M Contract Services Section
Attn: Acacia Valenzuela
715 P Street, 5th Floor
Sacramento, California 95814

- b. All bids must include original signatures on the following documents: Bid/Bidder Certification Sheet and any other documents specified in the Bid Checklist.
- c. Bids not including the documents identified in the Bid Checklist shall be deemed non-responsive and will be rejected.
- d. All bids are to be sent to DWR within the time frame indicated in the Time Schedule. Bids received after the due date and time will be returned unopened to the prospective bidder.
- e. All bids must be submitted under sealed cover. The sealed cover must be plainly marked with the IFB title and number, must show your firm's name and address, and must be marked with "DO NOT OPEN."
- f. Bids not submitted under sealed cover will be rejected. A minimum of two (2) signed bids must be submitted. One (1) bid must be submitted in hardcopy. One (1) bid must be submitted in an electronic format (Word and/or PDF File) on a USB Drive. Both bids must be signed and submitted in the same envelope. USB Drives can be returned at the request of the bidder once the solicitation is concluded.
- g. Bids must be submitted for the entire service described within the Scope of Work. Deviations from the specifications will not be considered and will be cause for rejection of the bid.
- h. The State does not accept alternate language from a bidder. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- i. A bid may be rejected if conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may waive any immaterial deviation in a bid. The State's waiver of immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with the objectives if awarded the Agreement. The State may reject all bids if deemed necessary.
- j. Costs for developing bids and preparation of award of the Agreement are entirely the responsibility of the bidder and shall not be chargeable to the State.

- k. This IFB must be signed by an individual who is authorized to bind the bidding firm contractually. The signature must indicate the title or position that the individual holds in the firm. An unsigned bid will be rejected.
- l. A bidder may modify a bid after its submission by withdrawal and resubmission before the bid due date. Modification of a bid offered in any other manner, oral or written, will not be considered.
- m. A bidder may withdraw their bid by submitting a written request to the State for its withdrawal, signed by the bidder or an agent authorized in accordance with Paragraph l above. A bidder may thereafter submit a new bid before the bid submission deadline. Bids may not be withdrawn after the bid due date. Bids received after the due date and time will be returned unopened to the prospective bidder.
- n. DWR may modify the IFB prior to the date fixed for submission of bids by the issuance of an Addendum to all parties who received a bid package.
- o. If all bids are too high, DWR is not required to award an Agreement.
- p. Bids are public upon bid opening.
- q. Bidders are cautioned not to rely on the State during the evaluation to discover and report all defects and errors in the bid documents. Bidders should carefully proofread documents for errors and adherence to the IFB requirements prior to bid submittal.
- r. Where applicable, the bidder should carefully examine the worksite and specifications. Bidder shall investigate the conditions, character, quality of surface, subsurface materials, or obstacles to be encountered. No additions to the Agreement amount will be made because of failure to thoroughly examine the worksite and specifications.
- s. Public Bid Openings may be conducted in person or online. Bid openings conducted online will be done virtually using TEAMS. You may participate using the link provided in the solicitation under Section C Paragraph 1 above.

5. EVALUATION AND SELECTION PROCESS

- a. The State will put each bid through a process of evaluation to determine the responsiveness of bidders to the State's needs. The final selection will be made on the basis of the lowest responsible bid meeting the specifications.
- b. Bids containing false or misleading statements or providing references that do not support an attribute or condition claimed by the bidder may be rejected. If, in the opinion of the State, information was intended to mislead the State in its evaluation of the bid, and the attribute, condition, or capability is a requirement of this IFB, it will be the basis for rejection of the bid.
- c. If, in the opinion of the State, the submitted bid information is determined to be unbalanced, the State may reject the bid. An "unbalance bid" is a bid that, in the sole discretion of the State, has nominal prices for work item(s) that represent substantive work and/or overly enhanced prices for nominal work item(s).
- d. At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- e. Bids submitted that include option years will be evaluated based on the total bid amount for all years provided for the overall bid ranking. However, the total bid amount, for determining the contract amount will not include the option years.

- f. The contract will be awarded to the lowest responsible bidder after consideration of any applicable preferences. If there are tied bids, representatives of the State will draw straws to pick the winning bidder. The drawing will be witnessed and documented by two (2) or more State employees.

6. TAX DELINQUENT STATUS VERIFICATION

- a. Effective July 1, 2012, [Public Contract Code 10295.4](#), requires state agencies to verify the tax delinquent status of bidders responding to state solicitations.
- b. At the time of bid evaluation, prior to contract award and execution, the State will verify all proposing firms and identified subcontractors as not listed as tax delinquent by the Franchise Tax Board and the California Department of Tax and Fee Administration. Any proposing firms or subcontractor listed as tax delinquent shall result in a proposal rejection and will not be considered for contract award. Proposing firms wanting further clarification can refer to the statute above or to the web sites listed below for additional information.

California Department of Tax and Fee Administration – Top 500 Sales Tax and Use Delinquencies in California

<https://www.cdtfa.ca.gov/taxes-and-fees/top500.htm>

Franchise Tax Board – Top 500 Delinquent Tax Payers

<https://www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html>

7. GENERATIVE ARTIFICIAL INTELLIGENCE (GEN AI) DISCLOSURE

- a. The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.
- b. Bidder / Offeror must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.
- c. Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such non-disclosure.
- d. Upon notification by a Bidder / Offeror of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State.
- e. Government Code 11549.64 defines “Generative Artificial Intelligence (GenAI)” as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system’s training data.

8. AWARD AND PROTEST

- a. A bidder may protest the award of a contract on the grounds that it (the bidder) is the lowest responsible bidder meeting the specifications and should therefore be awarded the contract.
- b. A protestant must be able to prove that the awarding agency has committed a material error in the conduct of the bid award process.
- c. Public inspection of all bids will be allowed after the bid opening.
- d. Protests must be received in a timely manner pursuant to Public Contract Code Section 10345, as

applicable. In order to be considered timely, a protest must be filed with the State Agency conducting the solicitation and DGS before the contract award is made.

- e. Please note that if the award will be made to other than the low bidder, any protests must be filed within five (5) business days of notice to the low bidder that the contract was awarded to another bidder. If a written request was submitted by a bidder to the State agency requesting that a notice of intent to award be posted, the protest must be filed during the five (5) business days the notice is posted.
- f. Within five (5) business days of filing the protest, the protestant must submit a detailed written statement of protest if the original protest did not contain the complete grounds for the protest.
- g. Both the original protest and/or the detailed statement of protest, if any, must include the IFB number, the name of the State Agency conducting the solicitation, State agency contact person, and protestant's fax number, if any.
- h. The protest documents may be sent by regular mail, email, courier, or personal delivery to:

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

AND

Department of Water Resources
Contract Specialist Email Address: Acacia.Valenzuela@water.ca.gov

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

9. DISPOSITION OF BIDS

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

D. Standard Conditions of Service

- 1. Service(s) shall not commence until the Agreement is fully executed and all approvals have been obtained.
- 2. All performance under the Agreement shall be completed on or before the termination date of the Agreement unless this Agreement is amended to extend the term.
- 3. No oral understanding or agreement shall be binding on either party.

E. Payee Data Record

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

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

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

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

G. Small Business Preference Program

1. The Small Business Procurement and Contract Act [Government Code \(GC\) Section 14838 et. seq.](#) requires that a fair share of the State's purchases and contracts for goods, information technology services and construction be placed with a certified Small Business (SB) or Micro-Business (MB). The Act mandates that state agencies:
 - a. Establish participation goals,
 - b. Provide a five percent (5.0%) SB calculation preference, and
 - c. Provide the opportunity for bidders to receive a five percent (5.0%) non-small business (NSB) calculation preference when achieving twenty-five percent (25.0%) SB participation through subcontracted efforts.

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

2. SMALL BUSINESS PREFERENCE

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

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

3. NON-SMALL BUSINESS PREFERENCE

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

- a. Include information on required form DGS PD 05-105, Attachment VIII, of the DGS/OSDS certified SB subcontractor(s) with which it commits to subcontract a total of at least twenty-five percent (25%) of its net bid price (refer to page two of form for detailed instructions);

- b. Include copy of the DGS/OSDS certification for each identified SB;
- c. Submits a timely, responsive bid; and
- d. Be determined to be a responsible bidder.

4. NON-SMALL BUSINESS PREFERENCE CALCULATION

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

Bidder A, (Low Bid), non-small business:	\$125,000
Bidder B, non-small business (subcontracting 25% to a certified small business)	\$131,000
Calculation Preference:	$\$125,000 \times .05 = \$6,250$
Bidder B	\$131,000
Subtract calculated preference	<u>- \$6,250</u>
Adjusted Bid for Bidder B	\$124,750

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

5. TIES BETWEEN CERTIFIED SMALL BUSINESSES AND DVBE BUSINESSES

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

6. MAXIMUM ALLOWABLE PREFERENCES

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

7. COMMERCIALLY USEFUL FUNCTION (SBs) ([Government Code \(GC\) section 14837\(d\) \(4\)](#))

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

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

- a. Is responsible for the execution of a distinct element of the work of the contract.
- b. Carries out contractual obligations by actually performing, managing, or supervising the work involved.
- c. Performs work that is normal for its business services and functions.
- d. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

- e. Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, and, if applicable, making payment
- f. Its role is not an extra participant in the transaction, contract or project through which funds are passed in order to obtain the appearance of DVBE participation.

8. BIDDER CUF REQUIREMENTS

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

H. Disabled Veteran Business Enterprise Program

Solicitation is Exempt from DVBE Program Participation

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

Complete and provide the following forms for DVBE Incentive compliance:

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

DVBE Incentive is as follows:

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

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

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

You can also do a certified vendor search on Cal eProcure:

<https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx?psNewWin=true>

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

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

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

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

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

2. DVBE INCENTIVE PROGRAM

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

The following are key elements of the DVBE Incentive Program:

- a. The DVBE Incentive is applied during the evaluation process and is only applied to responsive bids from responsible bidders proposing the percentage(s) of DVBE participation for the incentive(s) specified in the solicitation.
- b. DVBE Incentive participation is at the discretion of the bidder and is *optional* when overall DVBE Program requirements are exempt by the State for that solicitation.
- c. When requesting the DVBE Incentive Application, a bidder must complete and return the DVBE Incentive Application Request included within this solicitation with their proposal at time of submission.
- d. DVBE certified firm (bidder and/or subcontractor(s)) must be certified by DGS/OSDS.
- e. Services or commodities provided by the DVBE firm MUST meet the definition of CUF as defined under Government Codes: [14837](#) and [14842.5](#); [Military and Veterans Code 999 \(B\) \(i\) \(ii\)](#); and [California Code of Regulations 1896.71](#). A DVBE firm determined as not meeting CUF regulations will render the responding firm ineligible for the DVBE Incentive Application.
- f. Bidder which is awarded this contract, is committed to paying the stated percentage (on each form DWR 9526) of the total contract amount (including contract amendments) to the DVBE subcontractor declared on this form.

3. COMMERCIALLY USEFUL FUNCTION – DVBEs ([MVC 999\(B\)](#))

Firms selected must perform a “*commercially useful function*” relevant to this contract. The term “DVBE contractor, subcontractor or supplier” means any person or entity that satisfies the ownership (or management) and control requirements of [CCR 1896.61\(f\)](#); is certified in accordance with [CCR 1896.70](#)

and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function. As defined in [MVC 999\(B\)](#), a person or an entity is deemed to perform a “commercially useful function” if a person or entity does *all* of the following:

- a. Is responsible for the execution of a distinct element of the work of the contract;
- b. Carries out the obligation by actually performing, managing, or supervising the work involved;
- c. Performs work that is normal for its business services and functions
- d. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices
- e. Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment; and
- f. Its role is not an extra participant in the transaction, contract or project through which funds are passed in order to obtain the appearance of DVBE participation.

4. ORDER OF EVALUATION

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

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

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

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

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

Contact DGS/OSDS at (916) 375-4940 to obtain information about the application expedite process or at the following website:

<https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/OSDS/OSDS>

BID CHECKLIST

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

DOCUMENTS REQUIRED WITH SUBMISSION OF BID

- ☐ Attachment I – Bid Sheet (must be signed and include all pages)
- ☐ Attachment II – Bid/Bidder Certification Sheet
- ☐ Attachment III – Bidder References (*must provide proof of experience related to commercial boat trailering, including launching and receiving boats*)
- ☐ Attachment IV – Darfur Contracting Act Certification
- ☐ Attachment V – GenAI Disclosure (DWR 9834)
- ☐ Attachment VIII – Bidder Declaration (DGS PD 05-105) (*include all subcontracting information for entire bid on this one form also indicate if you are not subcontracting services*)
- ☐ Attachment IX – California Civil Rights Laws Attachment
- ☐ Attachment X – Iran Contracting Act
- ☐ Proof of Active, Current California Business License
- ☐ Proof of Active, Valid Class C California Driver's Licenses for All Personnel
- ☐ Proof of Active, Current California Boater Cards for All Personnel
- ☐ Proof of Required Equipment (*see Page 4, Section B.5*)

SMALL BUSINESS PREFERENCE PROGRAM

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

DVBE PARTICIPATION AND INCENTIVE PROGRAMS

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

DOCUMENTS REQUIRED UPON CONTRACTOR SELECTION/BID AWARD

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

- ☐ Contractor Certification Clauses (CCC) (must be signed once a contractor has been selected)
- ☐ Payee Data Record (Std. 204)
- ☐ Certificate(s) of Insurance
- ☐ Key Employee Policies and Guidelines Notice Acknowledgment (Consultants and Contractors) (DWR 9524a)

ATTACHMENT I BID SHEET

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

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

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

In the event of computational error, unit prices will prevail over extended totals. DWR will check quote calculations and recalculate quote totals.

Work Hours:

- A. The Contractor (Contractor) will provide bid rates for all labor classifications within this bid sheet. The hourly rates listed below will be the rates which Contractor will invoice DWR, and will include all costs, including overhead and benefits. DWR will only recognize the bid rates documented on this Bid Sheet.
- B. Straight time (ST) is defined as all hours worked during normal work hours as specified below:
 - 1. Normal Work Hours – Contractor will follow the specified work schedule at each of the two (2) job sites:
 - a. Old River near Tracy location: Monday through Friday, ten (10) hours per day (8 AM to 6 PM), and Saturday to Sunday, twelve (12) hours per day (7 AM to 7PM)
 - b. Grant Line Canal location: Monday through Sunday, fourteen (14) hours per day (from 6 AM to 8 PM)
- C. Extended Work Rates are defined as all hours worked during extended work hours as specified below:
 - 1. Extended Work Hours – Contractor will be paid the Extended Work Rate during the following conditions. Extended Work Hours must be pre-approved by the DWR Contract Manager before work commences.
 - a. Holidays: DWR recognizes the following holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Farmworkers Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.
 - b. Emergency Work: An emergency may occur that requires boat portage services to be provided outside of normal work hours. This includes staying at the work site, or returning to the work site, after normal work hours have ended. Contractor will be notified by DWR staff if emergency work is needed. Emergency work must be pre-approved by the DWR Contract Manager ahead of time. Contractor will respond immediately to perform urgent/emergency work when directed by DWR.

This Bid Sheet will be referred to as Exhibit B, Attachment 1 in the final contract.

Table 1: Annual Labor Rates			
	A	B	C
Work Hours	Hours*	Hourly Rate	Total (A) X (B) = (C)
Straight Time	4570	\$	\$
Extended Work Rate	106	\$	\$
Table 1 Subtotal:			\$

* Estimated hours per year reflects the max hours per year based on the timeline of work occurring between May 15 to November 21 annually.

Table 2: Annual Equipment Rates				
	A	B	C	D
Equipment	Quantity	Weeks	Weekly Rate**	Annual Total (A) X (B) X (C) = (D)
Truck	2	28	\$	\$
Trailer	2	28	\$	\$
Table 2 Subtotal:				\$

** Estimated weekly rate reflects the max hours per year based on the timeline of work occurring between May 15 to November 21 annually, which is approximately twenty-eight (28) weeks.

Table 3: Bid Amount	
Table 1 Subtotal:	\$
Table 2 Subtotal:	\$
Annual Bid Amount: (Table 1 Subtotal + Table 2 Subtotal)	\$
Total Bid Amount: (3 Years X Annual Bid Amount)	\$

NO GUARANTEE OF WORK UNDER THIS CONTRACT.

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

Company Name

Printed Name and Title of Bidder

Signature of Bidder

Date

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

ATTACHMENT II BID/BIDDER CERTIFICATION SHEET

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

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

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

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

Completion Instructions for Bid/Bidder Certification Sheet

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

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

**ATTACHMENT III
BIDDER REFERENCES**

List below three (3) references for services performed within the last five (5) years, which are similar to the scope of work to be performed under this contract. References must prove experience related to commercial boat trailering (including launching and receiving boats).

REFERENCE 1

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number ()

Dates of Service

Brief Description of Service Provided:

REFERENCE 2

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number ()

Dates of Service

Brief Description of Service Provided:

REFERENCE 3

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number ()

Dates of Service

Brief Description of Service Provided:

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

**ATTACHMENT IV
DARFUR CONTRACTING ACT CERTIFICATION**

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three (3) years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please initial **one (1) of the following** three (3) paragraphs and complete the certification below:

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

OR

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

OR

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

CERTIFICATION

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

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

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

ATTACHMENT V

State of California

DEPARTMENT OF WATER RESOURCES

California Natural Resources Agency

Generative Artificial Intelligence (GenAI) Disclosure

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

ATTACHMENT VI

State of California

DEPARTMENT OF WATER RESOURCES

California Natural Resources Agency

BIDDER CERTIFICATION OF DVBE PARTICIPATION

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

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

A copy of the current and valid certification from the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise, must be included for each DVBE firm, from the Cal eProcure website below:

<https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx?psNewWin=true>

SECTION 1 - DVBE PARTICIPATION PROGRAM (Check mark one box)				
☐ DVBE Program participation <u>is required</u> in solicitation.		☐ DVBE Program participation <u>is not required</u> in solicitation.		
SECTION 2 - BIDDER'S INFORMATION				
FIRM NAME				
FIRM CONTACT NAME				
STREET ADDRESS				
CITY	STATE			ZIP CODE
TELEPHONE	EMAIL			
CERTIFICATION TYPE(S)	Check <u>all</u> that apply: ☐ SB ☐ MB ☐ SB-PW ☐ DVBE ☐ OSDS #			
SECTION 3 - DESCRIBE THE SERVICES OR COMMODITIES TO BE PROVIDED BY THE DVBE BIDDER, OR THE DVBE SUBCONTRACTOR WHO IS IDENTIFIED IN SECTION 5.				
SECTION 4 - IDENTIFY BIDDER'S DVBE PARTICIPATION COMMITMENT (Check mark one box)				
☐ OPTION A: COMMITTED a minimum of 100.0% - Bidder is a CA-certified DVBE firm and <u>is not</u> subcontracting to a CA-certified DVBE firm.				
☐ OPTION B: COMMITTED a minimum of 100.0% - Bidder is a CA-certified DVBE firm and <u>is</u> subcontracting to a CA-certified DVBE firm.				
☐ OPTION C: COMMITTED a minimum of 3.0% to one DVBE subcontractor listed in Section 5, _____% (fill in amount).				
☐ OPTION D: COMMITTED a combined total of _____% (fill in amount) to multiple DVBE subcontractors which includes The percentage to the DVBE subcontractor listed in Section, _____% (fill in amount). A separate DWR 9526 is required for each CA-certified DVBE subcontractor to which Bidder is making a commitment.				
(*) Bidder, if awarded the contract, is committed to paying the above stated percentage of the total contract amount (including contract amendments) to the DVBE subcontractor declared on this form.				
Printed Name of Bidder's Authorized Representative		Signature of Bidder's Authorized Representative		Date
SECTION 5 - DVBE SUBCONTRACTOR'S INFORMATION (Complete this section if you selected Options C or D above.)				
FIRM NAME				
FIRM CONTACT NAME				
STREET ADDRESS				
CITY	STATE			ZIP CODE
TELEPHONE	EMAIL			
CERTIFICATION TYPE(S)	Check <u>all</u> that apply: ☐ SB ☐ MB ☐ SB-PW ☐ DVBE ☐ OSDS #			
Printed Name of DVBE's Authorized Representative		Signature of DVBE's Authorized Representative		Date

ATTACHMENT VII

[Link to form DGS PD 843](#)

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

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION		
DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS		
DGS PD 843 (Rev. 9/2019) Formerly STD. 843		
Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.		
SECTION 1		
Name of certified DVBE: _____	DVBE Ref. Number: _____	
Description (materials/supplies/services/equipment proposed): _____		
Solicitation/Contract Number: _____	SCPRS Ref. Number: _____	
(FOR STATE USE ONLY)		
SECTION 2		
APPLIES TO ALL DVBEs. Check only <u>one</u> box in Section 2 and provide original signatures.		
☐ I (we) declare that the <u>DVBE is not a broker or agent</u> , as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.		
☐ Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the <u>DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s).</u> (Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall <u>not</u> be credited toward the 3-percent DVBE participation goal.)		
All DV owners and managers of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):		
_____ (Printed Name of DV Owner/Manager)	_____ (Signature of DV Owner/ Manager)	_____ (Date Signed)
_____ (Printed Name of DV Owner/Manager)	_____ (Signature of DV Owner/Manager)	_____ (Date Signed)
Firm/Principal for whom the DVBE is acting as a broker or agent: _____ (If more than one firm, list on extra sheets.) (Print or Type Name)		
Firm/Principal Phone: _____	Address: _____	
SECTION 3		
APPLIES TO ALL DVBEs THAT RENT EQUIPMENT <u>AND</u> DECLARE THE DVBE IS NOT A BROKER.		
☐ Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.		
☐ The undersigned owner(s) <u>own(s) at least 51% of the quantity and value of each piece of equipment</u> that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in <i>Military and Veterans Code 999.2, subsections (c) and (g).</i> Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in <i>Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.</i>		
Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):		
_____ (Printed Name)	_____ (Signature)	_____ (Date Signed)
_____ (Address of Owner)	_____ (Telephone)	_____ (Tax Identification Number of Owner)
Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):		
_____ (Printed Name of DV Manager)	_____ (Signature of DV Manager)	_____ (Date Signed)
Page ____ of ____		

ATTACHMENT VIII

[Link to form DGS PD 05-105](#)

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

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

BIDDER DECLARATION

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

a. Identify current California certification(s) (MB, SB, NVSA, DVBE): _____ or None ☐

b. Will subcontractors be used for this contract? Yes ☐ No ☐ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

c. If you are a California certified DVBE: (1) Are you a broker or agent? Yes ☐ No ☐
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes ☐ No ☐ N/A ☐

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

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
					☐	☐
					☐	☐
					☐	☐

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

Page _____ of _____

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

BIDDER DECLARATION Instructions

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

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

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

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

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

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

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

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

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

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

2. (continued) Column Labels

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

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

CA Certification (MB, SB, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprsource.pd.dgs.ca.gov).

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

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

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

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

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

Enter "N/A" if the:

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

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

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

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

ATTACHMENT IX

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

DEPARTMENT OF GENERAL SERVICES
OFFICE OF LEGAL SERVICES

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

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

CERTIFICATION

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

Proposer/Bidder Firm Name (Printed)	Federal ID Number
-------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Executed in the County of	Executed in the State of
---------------------------	--------------------------

Date Executed

**ATTACHMENT X
IRAN CONTRACTING ACT
(Public Contract Code sections 2202-2208)**

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

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

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in</i>

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

SAMPLE CONTRACT

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (if Applicable)

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

CONTRACTING AGENCY NAME

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

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

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

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

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

CONTRACTING AGENCY ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (if Applicable)

EXHIBIT A SCOPE OF WORK

I. BACKGROUND

The Temporary Barriers Project, managed by the Division of Operations and Maintenance (O&M) Water Initiatives Planning and Management Branch (WIPM), involves the annual installation of three (3) rock barriers in the South Delta channels to mitigate the impacts of the State Water Project (SWP) and Central Valley Project on water levels for agricultural diversions. Two (2) of the three (3) barrier site's locations require boat portage as the barriers block navigable channels and typically prevent boat passage from May through November of each year. Thus, boat portage is needed to trailer boats across the rock barriers.

II. DESCRIPTION OF SERVICES

- A. Boat portage is needed after the closure of the rock weirs for the barriers at Old River near Tracy (ORT) and Grant Line Canal (GLC), which typically occurs around May 15 and ends when the barriers are breached, typically around November 21.
- B. The Contractor (Contractor) will provide boat portage services for the Temporary Barriers Project as described herein.

III. LOCATION OF SERVICES

- A. Contractor will provide services at the Temporary Barriers located at ORT and GLC in San Joaquin County (Exhibit A, Attachment 1, Site Map).
 - 1. Old River near the city of Tracy, San Joaquin County. Latitude 37.8103 N, Longitude 121.5428 W, Section 28, Township 1S, Range 4E, U.S. Geological Survey (USGS) map Clifton Court Forebay, Assessor's Parcel Number 189-050-43
 - 2. Grant Line Canal near the Tracy Boulevard Bridge in San Joaquin County. Latitude 37.8199 N, Longitude 121.4483 W, Section 29, Township 1S, Range 5E, U.S. Geological Survey (USGS) map Union Island, Assessor's Parcel Number 189- 240-20, 189-170-07 and 189-170-03

IV. CONTRACT MANAGERS

The Contract Managers during the term of this contract will be:

Department of Water Resources
Contract Manager: TBD
Phone Number:
Email:

Contractor Name - TBD
Contract Manager:
Phone Number:
Email:

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

V. CONTRACTOR'S TASKS AND RESPONSIBILITIES

- A. Contractor will provide boat portage services involving trailering boats (v-hull boats 25 feet or less) from one side of the barrier to the other at two (2) separate sites, as mentioned in Section III. Contractor will utilize trucks and universal trailers to move boats past the barriers, and the service is free of charge to boaters.
- B. Contractor will provide two (2) ¾ ton vehicles (one [1] for each barrier site) with class 5 hitches that have the capacity to tow universal trailers weighing about 8,600 pounds with a boat up to 7,000 pounds.

Contractor will provide two (2) trailers that can haul v-hull boats (25 feet long, or less, with a maximum load carrying capacity up to 7,000 pounds).

C. Contractor will provide two (2) operators (one [1] operator at each site) during operating hours. Boat portage services at ORT will be provided from 8 AM to 6 PM on Monday through Friday, and 7 AM to 7 PM on Saturday and Sunday, including holidays. Boat portage services at GLC will be provided from 6 AM to 8 PM on Monday through Sunday, including holidays. Contractor will be notified of any changes in operating hours by the DWR Contract Manager or designee.

D. Contractor will adhere to the following guidelines:

1. Attend the yearly project kick-off meetings and field orientation prior to the start of boat portage.
2. Abide by DWR's Key Policies including but not limited to policies regarding Drug-free Workplace, Safety, and Workplace Violence Prevention and Security.
3. Check-in with the DWR construction inspector on the first day and receive safety and environmental awareness briefings.
4. Call the Department of Water Resources' (DWR) Delta Field Division Area Control Command (ACC) at the beginning and end of each shift.
5. Winch boats on to the trailer to prevent property damage.
6. Log all vessels into a spreadsheet/electronic log, by the registration number (CF number) and description.
7. If a boat is damaged, take photos of the damage and fill out the following forms:

California Boating Accident Report DBW Form Bar-1

<https://www.parks.ca.gov/pages/28702/files/DBW%20BAR-1.pdf>

Reporting of Automobile Accidents STD 269

<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std269.pdf>

Contractor will inform the DWR Contract Manager of all accidents within twenty-four (24) hours of the incident.

8. Keep the public off the ramps and docks.
9. Document all issues that occur and notify the ACC by calling their non-emergency number at (209) 833-2180.
10. Be at the worksite on time and for the entire duration of the shift.
11. Do not allow boats to be launched from the barriers except for the maintenance of the barrier, emergencies, or previously authorized boats. These authorizations will be determined by DWR.
12. Do not allow the public to secure their craft at the barriers.

VI. CONDITIONS OF SERVICE

A. All work is to be accomplished by personnel experienced in the type of work to be performed. Contractor will diligently execute all such work, and services will be performed during required working hours (see Section V.C).

- B. Contractor will comply with all terms and conditions of any instrument granting the State, DWR, and the Contractor the right to enter upon property.
- C. Contractor will remain informed of, and in compliance with all federal, State, and local laws, ordinances, rules and regulations while performing all work under this contract and notwithstanding any provision of this contract which may conflict. Contractor will perform the work in strict accordance with the terms of this contract and all applicable laws and regulations. If laws or regulations conflict with the provisions herein, Provision 17 of the General Terms and Conditions will apply for those provisions that are unenforceable. Otherwise, in the case of conflict of the provisions with applicable laws or regulations, the laws or regulations will prevail, and the parties agree that all other provisions of this Agreement will remain enforceable.
- D. Contractor is required to possess a valid Class C Driver's License with the State of California. The license must be maintained throughout the contract period. Failure to maintain a valid license will result in termination of the contract or other remedies allowed under this contract or applicable law.
- E. Contractor will be responsible for accident prevention and safety, and for the protection of persons and property, including proper health and safety training of Contractor's employees.
 - 1. Program for Prevention of Injury and Illness – Contractor will comply with California Safety Orders, Chapter 4, Division of Industrial Safety. Contractor will prepare a written program in accordance with Title 8, Section 3395, specifically designed to prevent injury to all persons on the job site and to protect against undue exposure to health hazards that reasonably could be encountered in the performance of the work. The written program must be furnished to DWR within ten (10) days after the Contractor receives the notice to proceed. DWR will review the program for safety of Department employees and the public within three (3) business days, and the Contractor will revise the program within three (3) business days to correct defects noted. The written program must be approved by DWR before work begins at the first worksite. A copy of the approved program will be furnished to all persons performing work at any site where work will be performed under this contract.
 - 2. Work Safety Plan – A written Work Safety Plan will be submitted by the Contractor before work can begin. The plan will be site specific and cover such things as the closest location of emergency room services, fire department, and other needs based on work activities and locale. Also, safety concerns specific to the site such as working near steep slopes or open water will be addressed. The Work Safety Plan will be submitted to DWR for review at least by one (1) month prior to the start of the work; revisions, if any are requested, will be made by the Contractor before the work can begin. A printed copy of the written Work Safety Plan must be at the worksite at all times and will be reviewed by each employee prior to starting their shift.
 - 3. Heat Illness Prevention Plan – A written, site-specific heat illness prevention plan will be submitted by the Contractor to DWR for each site which complies with Title 8, Section 3395 California Code of Regulations.
 - 4. Fire Prevention Plan – Some project areas may be hot, dry, and windy, making them particularly susceptible to the start and spreading of fires. Contractor will provide a fire prevention plan in accordance with Title 8, section 3221. Contractor will be responsible for preventing wildfire by taking all necessary precautions concerning the Contractor's actions, equipment, and vehicles. This responsibility includes, but is not limited to, allowing smoking in fire-safe areas only, no barbecues or open flames, having spark arresters on equipment engines, pumps, and other equipment, and prohibiting vehicles with a catalytic converter from being driven or parked where dry vegetation may touch the catalytic converter. At least one (1) fire extinguisher must be provided with each vehicle, or other Contractor-furnished mobile equipment. A written Fire Prevention Plan will be submitted to DWR for review at least three (3) working days prior to the first day of the call-up; revisions, if any are requested, will be made by the Contractor before the work can begin.

- F. Contractor is responsible for securing the site and for any vandalism or theft, or both, on the job site which could result in damaged and/or stolen equipment, materials, or supplies. DWR is not responsible for replacing damaged and/or stolen equipment due to Contractor negligence to secure the job site. Contractor will secure the worksites at all times, including nights, weekends, State holidays, and other non-work times. Contractor will use industry best practices for securing project sites to prevent damage or injury to people, animals, and equipment.
- G. DWR will pay Contractor for work and/or services according to provisions of Exhibit B, Attachment 1, Bid Sheet.

VII. SUSPENSION OF WORK

- A. DWR Contract Manager or designee may suspend work by written order to Contractor if Contractor fails to perform work to established industry standards or fails to carry out orders to perform any provisions of the contract. Contractor will immediately comply with the order and will resume the suspended work only upon the direction of the DWR representative.
- B. DWR representative will suspend work immediately by verbal directive, if unsafe conditions arise, or if safety violations occur. A written notification by the DWR representative to suspend work will follow. Contractor will immediately comply with the verbal direction and will resume the suspended work only upon verbal direction from the DWR representative. A written notification by the DWR representative to resume work will follow.

VIII. RESULTS AND DELIVERABLES

- A. At the end of every barrier season, Contractor will provide a complete report of the service provided, including an electronic boat log and documentation of issues that occurred.
- B. As a minimum, Contractor will include a description, date work performed, location of the service, and the specific system it was performed on in all reports, including total labor hours expended, materials & components, and photographic/video when requested by DWR.

IX. AUTHORITY OF DWR CONTRACT MANAGER

- A. DWR Contract Manager or designee will decide as to interpretation and fulfillment of contract requirements, and the prosecution, progress, quality, and acceptability of work. The DWR Contract Manager, or designee, will implement and enforce decisions by issuing orders, directives, instructions, and notices to Contractor.
- B. DWR Contract Manager, or designee, will advise Contractor of current delegations of authority.
- C. Any oral decision, order, instruction, approval, direction, or notice made by DWR Contract Manager, or designee, will be confirmed in writing upon Contractor's written request.

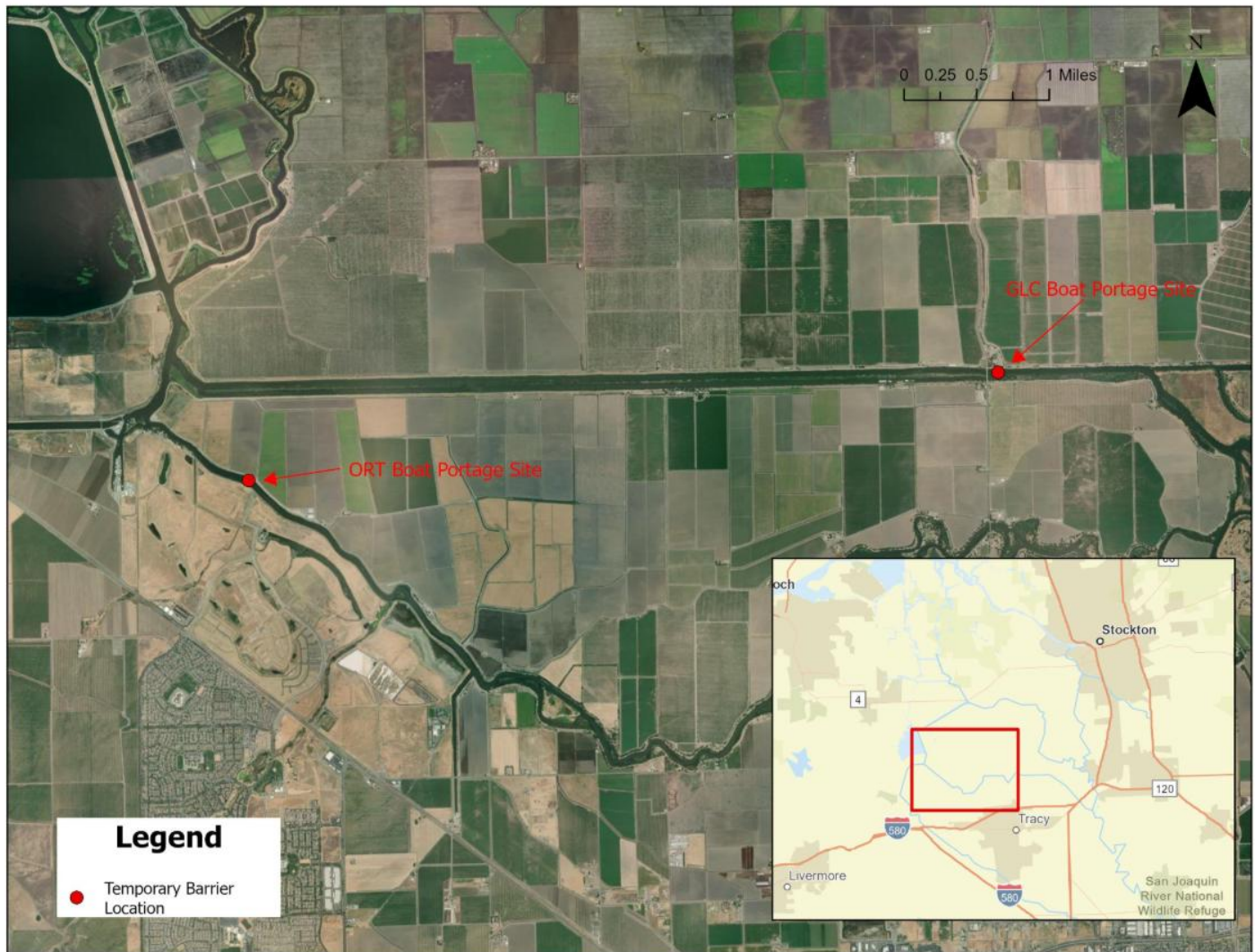
X. DWR TASKS AND RESPONSIBILITIES

- A. DWR will provide right-of-way and environmental permits pertaining specifically to the fieldwork sites.
- B. DWR will provide access to business and technical documents as necessary for Contractor to complete the task identified under this agreement.
- C. DWR will provide two (2) conex boxes. The conex boxes will include desks and chairs for Contractor's office and storage use while on-site.

XI. SECURITY

- A. All Contractor's personnel that will be working on-site will provide government issued identification.
- B. Contractor will not reproduce paper drawings and photographs that DWR has provided for performing the work. Upon expiration of the contract all paper drawings and photographs that DWR has provided to Contractor will be returned to DWR and all electronic drawings and photographs of DWR facilities, systems, and equipment will be purged from Contractor's and subcontractors' computers.
- C. Contractor and its staff may be required to complete a background check upon request by DWR. The background check shall be administered by or at the direction of DWR.

EXHIBIT A, ATTACHMENT 1
SITE MAP



**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
PRIVATE ENTITIES**

A. INVOICING AND PAYMENT

Contractor shall submit **four (4)** copies of the invoice to DWR only after receiving written notice of satisfactory completion or acceptance of work by DWR Contract Manager. **DWR will not accept an invoice for work that has not been approved and will return the invoice as a disputed invoice to Contractor.**

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

Contractor must submit **three (3)** copies of each invoice to the following address in order to expedite approval and payment:

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

Contractor must submit **one (1)** copy of each invoice to the Contract Manager in order to expedite approval and payment:

Department of Water Resources
Division of Operations & Maintenance
Attn: Contract Manager (TBD)
715 P Street, 5th Floor
Sacramento, California 95814
or
FirstName.LastName@water.ca.gov

Undisputed invoices will be **paid** within forty-five (45) days of the date received by DWR Accounting Office.

B. BUDGET CONTINGENCY CLAUSE

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

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

C. PROMPT PAYMENT CLAUSE

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

**EXHIBIT B, ATTACHMENT 1
BID SHEET**

This is a placeholder page.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

This is a placeholder page.

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

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

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

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

Acacia Valenzuela
(916) 902-6078

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

1. **EXCISE TAX:** The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages.
2. **RESOLUTION OF DISPUTES:** In the event of a dispute, Contractor shall file a "Notice of Dispute" with the Director or the Director's Designee within ten (10) days of discovery of the problem. The State and Contractor shall then attempt to negotiate a resolution of such claim and, if appropriate, process an amendment to implement the terms of any such resolution. If the State and Contractor are unable to resolve the dispute, the decision of the Deputy Director of Business Operations shall be final, unless appealed to a court of competent jurisdiction.

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

3. **PAYMENT RETENTION CLAUSE:** Ten percent of any progress payments that may be provided for under this contract shall be withheld per Public Contract Code Section 10346 pending satisfactory completion of all services under the contract.
4. **AGENCY LIABILITY:** The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
5. **POTENTIAL SUBCONTRACTORS:** Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.
6. **SUBCONTRACTING:** The Contractor is responsible for any work it subcontracts. Subcontracts must include all applicable terms and conditions of this Agreement. Any subcontractors, outside associates, or consultants required by the Contractor in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified in the bid or agreed to during negotiations for this Agreement, or as are specifically authorized by the Contract Manager during the performance of this Agreement. Any substitutions in, or additions to, such subcontractors, associates or consultants shall be subject to the prior written approval of the Contract Manager. Contractor warrants, represents and agrees that it and its subcontractors, employees and representatives shall at all times comply with all applicable laws, codes, rules and regulations in the performance of this Agreement. Should State determine that the work performed by a subcontractor is substantially unsatisfactory and is not in substantial accordance with the contract terms and conditions, or that the subcontractor is substantially delaying or disrupting the process of work, State may request substitution of the subcontractor.

7. RENEWAL OF CCC: Contractor shall renew the Contractor Certification Clauses or successor documents every three (3) years or as changes occur, whichever occurs sooner.
8. REPORT OF RECYCLED CONTENT CERTIFICATION: In accordance with Public Contract Code Sections 12200-12217, et seq. and 12153-12156, et seq. the contractor must complete and return the form DWR 9557, Recycled Content Certification, for each required product to the Department at the conclusion of services specified in this contract. Form DWR 9557 is attached to this Exhibit and made part of this contract by this reference.
9. TERMINATION CLAUSE: The State may terminate this contract without cause upon 30 days advance written notice. The Contractor shall be reimbursed for all reasonable expenses incurred up to the date of termination.
10. COMPUTER SOFTWARE: For contracts in which software usage is an essential element of performance under this Agreement, the Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
11. PRIORITY HIRING CONSIDERATIONS: For contracts, other than consulting services contracts, in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the contract to qualified recipients of aid under Welfare and Institutions Code Section 11200. (Public Contract Code Section 10353).
12. EQUIPMENT RENTAL AGREEMENTS: This provision shall apply to equipment rental agreements. The State shall not be responsible for loss or damage to the rented equipment arising from causes beyond the control of the State. The State's responsibility for repairs and liability for damage or loss to such equipment is restricted to that made necessary or resulting from the negligent act or omission of the State or its officers, employees, or agents.
13. CONTRACTOR COOPERATION DURING INVESTIGATION: Contractor agrees to cooperate fully in any investigation conducted by or for DWR regarding unsatisfactory work or allegedly unlawful conduct by DWR employees or DWR contractors. The word "cooperate" includes but is not limited to, in a timely manner, making Contractor staff available for interview and Contractor records and documents available for review.
14. CONFLICT OF INTEREST:
 - a. Current and Former State Employees: Contractor should be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.
 - (1) Current State Employees: (PCC §10410)
 - (a) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
 - (b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
 - (2) Former State Employees: (PCC §10411)
 - (a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

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

b. Penalty for Violation:

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

c. Members of Boards and Commissions:

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

d. Representational Conflicts of Interest:

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

e. Financial Interest in Contracts:

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

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

f. Prohibition for Consulting Services Contracts:

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

15. COMMERCIAL DRIVER MEAL PERIOD AND REST PERIOD: To comply with Supreme Court case *Dynamex Operations West, Inc. v. Superior Court* (2018) 4 Cal.5th 903, Contractor shall ensure that commercial drivers employed or subcontracted for under this contract shall receive meal periods and rest periods commensurate with those required by Department of Industrial Relations Wage Order 9, sections 11 and 12:
<https://www.dir.ca.gov/IWC/IWCArticle9.pdf>.
16. ORDER OF PRECEDENCE: In the event of any inconsistency between the terms, specifications, provisions or attachments which constitute this Contract, the following order of precedence shall apply:
 - a) The General Terms and Conditions;
 - b) The Std. 213;
 - c) The Scope of Work;
 - d) Any other incorporated attachments in the Contract by reference

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

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

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

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

For additional information visit State Agency Buy Recycled Campaign

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

EXHIBIT E ADDITIONAL PROVISIONS

Executive Order N-6-22 – Russia Sanctions

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

GenAI Technology Use & Reporting

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

Bidder / Offeror must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986. 2 Definitions for GenAI. Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

Upon notification by a Bidder / Offeror of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State. Government Code 11549. 64 defines “Generative Artificial Intelligence (GenAI)” as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system’s training data.

1. COPYRIGHT

All rights in copyright works created by the Contractor in the performance of work under this agreement are the property of the State.

2. CERTIFICATE OF INSURANCE

a. General Provisions Applying to All Policies

- i. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least thirty (30) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- ii. Policy Cancellation or Termination & Notice of Non-Renewal – Contractor shall provide to the Department, within five (5) business days following receipt by Contractor, a copy of any cancellation or non-renewal of insurance required by this contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- iii. Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.

- iv. Primary Clause – Any required insurance contained in this Contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- v. Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management – A or better and financial size category of VII or better to the latest edition of the A. M. Best Key Rating Guide. If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- vi. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- vii. Inadequate Insurance – Inadequate or lack of insurance does not negate Contractor's obligations under the contract.
- viii. Satisfying an SIR – All insurance required by this Contract must allow the State to pay and/or act as Contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as Contractor's agent in satisfying any SIR is at the State's discretion.
- ix. Available Coverages/Limits – All coverage and limits available to Contractor shall also be available and applicable to the State.
- x. Subcontractors – In the case of Contractor utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor and insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.

b. Insurance Requirements

Contractor shall furnish to the State evidence of the following required insurance:

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

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

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

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

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

- iii. Automobile Liability – Contractor shall maintain motor vehicle liability with limits not less than one million dollars (\$1,000,000) combined single limit per occurrence. Such insurance shall cover liability

arising out of a motor vehicle including owned, hired and non-owned motor vehicles. **The State of California, Department of Water Resources, its officers, agents, and employees are to be covered as additional insureds with respect to liability arising out of work or operations.**

- iv. **Motor Truck Cargo Legal Liability** – Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Motor Truck Cargo Liability Insurance covering loss to cargo in transit during the performance of this contract. Combined single limit per occurrence shall not be less than (\$100,000). **The policy shall list as loss payee the California Department of Water Resources.**

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

Department of Water Resources
Division of Operations and Maintenance
Attn: O&M Contract Services Section
715 P Street, 5th Floor
Sacramento, California 95814

3. PERMITS AND LICENSES

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

4. PROTECTION OF CONFIDENTIAL AND SENSITIVE INFORMATION

This shall apply to all Contractors whose terms with the Department require or permit access to Confidential or Sensitive Information in conducting business with the Department or performing duties under a Contract with the Department. Contractor shall impose all the requirements of this provision on all of its officers, employees, and Affiliates with access to the Protection of Confidential and/or Sensitive Information in accordance with Attachment 1. Also, a Non-Disclosure Certificate, Attachment 2, must be signed by all personnel with access to Confidential and Sensitive Information and submitted to the Department prior to being allowed such access.

5. OPTION TO RENEW

The Department of Water Resources (DWR) reserves the right to renew this Agreement for two (2) additional years under the same terms and conditions.

6. CONTRACT AMENDMENTS – DVBE PROGRAM REQUIREMENTS

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

7. CONTRACT AUDITS RELATED TO DVBE PROGRAM REQUIREMENTS

Contractor agrees that the State or its designee will have the right to review, obtain, or copy all records pertaining to performance of the contract as performance pertains to DVBE requirements. Contractor agrees to provide the State or its representative with any relevant information requested and shall permit the State

or its representative access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. Contractor further agrees to maintain such records for a period of no less than three (3) years after final payment under the contract.

8. SUBSTITUTION OF A DVBE SUBCONTRACTOR

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

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

9. CONTRACTOR CERTIFICATION OF PAYMENT TO SMALL BUSINESS SUBCONTRACTOR(S)

If, for this Contract, Contractor made a commitment to achieve small business participation, then Contractor upon contract close out or completion must report to the awarding department the actual percentage of small business participation that was achieved. ([Government Code § 14841](#))

Contractor's certification of payments must be made using form DWR 9683 (Small Business Subcontractor Payment Certification), Exhibit E, Attachment 3. Fully complete this form with the authorized signature and submit to DWR's Contract Manager with a copy to DWR's SB/DVBE Program Manager.

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

a. STD 817 – Statutory Reporting Requirements

- i. Upon completion of contracts that include commitments to DVBE subcontractors, the State's Prime Contractors are required to certify, under penalty of perjury, the total amount received from the State *and* the details of payments made to all DVBE subcontractors under those contracts.
- ii. Contract awarding departments are *required to withhold \$10,000* from the final payment (or the full payment if less than \$10,000) to Prime Contractors until their compliance with the certification requirements by submitting an accurate and appropriately signed Std. 817 to the awarding department. The withhold amount will be *permanently deducted* if Prime Contractors do not comply with Std. 817 requirements after given notice to cure deficiencies.
- iii. Prime Contractors are required to maintain supporting documentation for a minimum of six (6) years for all payments to DVBE subcontractors identified in the Std. 817. Upon request, proof of payment must be provided. [[Military and Veteran Code 999.5\(d\)](#); [Government Code 14841](#); [California Code of Regulations 1896.78\(e\)](#); [Public Contract Code 10369](#)]

b. STD 817 – Link to Form with Completion Instructions

<https://www.dgs.ca.gov/PD/Search-Results?search=817&divisionid=7bce8ca3ed8a4aedbdeaf52f5e77df36&activeFilters=division-or-office-facets>

c. STD 817 – Filing Instructions

- i. Upon completion of the contract, submit one (1) Std. 817 per contract, signed by the Prime's authorized representative, to DWR's SB/DVBE Program Manager by either option below:
 1. Option #1– Email electronic signed versions of the Std. 817 to: SB.DVBE@water.ca.gov and DWR Contract Manager (contact information in Exhibit A).
 2. Option #2 – Mail or deliver signed hard copies of the Std. 817 to:

Department of Water Resources
Attention: SB/DVBE Program Manager
715 P Street, 7th Floor, DBS #19
Sacramento, California 95814

EXHIBIT E, ATTACHMENT 1
PROTECTION OF CONFIDENTIAL AND SENSITIVE INFORMATION

1. For purposes of this Exhibit, "Contractor" means any contractor or researcher, including a Non-State Entity contractor or researcher, receiving funds from, doing business with, conducting research for, or performing services for the Department of Water Resources ("Department") pursuant to a contract, purchase order, research agreement, grant or loan agreement, joint powers agreement, public works contract, or other contractual vehicle (collectively "Contract"). The term "Contractor" also includes Contractor's officers and employees and Affiliates. For purposes of this Exhibit, the term "Affiliate" means a person or entity forming a partnership, joint venture, subcontract, sales contract, or other legal relationship with Contractor to carry out the terms of the Contract.
2. This Exhibit shall apply to all Contractors the terms of whose Contracts with the Department require or permit access to Confidential or Sensitive Information in conducting business with the Department or performing duties under a Contract with the Department.
3. Contractor shall impose all the requirements of this Exhibit on all of its officers, employees and Affiliates with access to Confidential and/or Sensitive Information.
4. For purposes of this Exhibit, "Non-State Entity" shall mean a business, organization or individual that is not a State entity, but requires access to State information assets in conducting business with the State. This definition includes, but is not limited to, researchers, vendors, consultants, and their subcontractors, officers, employees, and entities associated with federal and local governments and other states.
5. For purposes of this Exhibit, "Confidential Information" means information, the disclosure of which is restricted or prohibited by any provision of State or federal law or which is treated as privileged or confidential under such laws. Such Confidential Information includes, but is not limited to, information that is exempt from disclosure under the California Public Records Act (Government Code sections 7920-7931), privileged information as provided by California Evidence Code sections 900-968, public social services client information described in California Welfare and Institutions code section 10850, and "personal information" about individuals as defined in California Civil Code section 1798.3 of the Information Practices Act (IPA) if the disclosure of the "personal information" is not otherwise allowed by the IPA. Such Confidential Information may also include financial, statistical, personal, technical, and other data and information relating to operation of the Department.
6. For purposes of this Exhibit, "Sensitive Information" means information that requires special precautions to protect it from unauthorized modification or deletion. Sensitive information may be either public records or Confidential Information. Examples include statistical reports, financial reports, and logon procedures.
7. Contractor shall take all necessary measures to protect Confidential or Sensitive Information to which it or its Affiliates gain access from unauthorized access (accidental or intentional), modification, destruction, or disclosure. These measures may include, but are not limited to: password protection of electronic data, encrypted transmission of electronic data, and secure mailing and locked storage of paper and taped copies. Such measures may also include establishment of secure workstations and maintenance of a secure workstation access log. Contractors shall also apply appropriate security patches and upgrades and keep virus software up-to-date on all systems on which Confidential or Sensitive Information may be used.
8. Contractors shall ensure that all media, including electronic media, containing Confidential or Sensitive Information, to which they are given access are protected at the level of the most confidential or sensitive piece of data on the media.

9. Contractor and Affiliate personnel allowed access to Confidential and Sensitive Information shall be limited to those persons with a demonstrable business need for such access. Contractor shall maintain a current listing of all Contractor and Affiliate personnel with access to Confidential and Sensitive Information.
10. Contractor shall notify Department promptly if a security breach involving Confidential or Sensitive Information occurs or if Contractor becomes legally compelled to disclose any Confidential Information.
11. Contractor shall comply with all State policies and laws regarding use of information resources and data, including, but not limited to, California Government Code section 11019.9 and Civil Code sections 1798 et seq. regarding the collection, maintenance and disclosure of personal and confidential information about individuals.
12. If Contractor obtains access to Confidential Information containing personal identifiers, such as name, social security number, address, date of birth, race/ethnicity and gender of individuals, Contractor shall substitute non-personal identifiers as soon as possible.
13. All data, reports, information, inventions, improvements and discoveries used, compiled, developed, processed, stored or created by Contractor or Contractor's Affiliates using Confidential and/or Sensitive Information shall be treated as Confidential and/or Sensitive Information by the Contractor and Contractor's Affiliates. No such data, reports, information, inventions, improvements or discoveries shall be released, published or made available to any person (except to the Department) without prior written approval from the Department.
14. At or before the termination date of the Contract, Contractor shall either (a) destroy all Confidential and Sensitive Information in accordance with approved methods of confidential destruction; or (b) return all Confidential and Sensitive Information to the Department; or (c) if required by law to retain such information beyond the termination date of the contract, provide for the Department's review and approval a written description of (i) applicable statutory or other retention requirements; (ii) provision for confidential retention in accordance such requirements and the terms of this Exhibit and (iii) provision for eventual destruction in accordance with all applicable provisions of State and federal law using approved methods of confidential destruction.
15. Contractor shall cooperate with the Department's Information Security Officer or his designee in carrying out the responsibilities set forth in this Exhibit.
16. Failure to adhere to these requirements may be grounds for termination of the Contract and for imposition of civil and criminal penalties.

**EXHIBIT E, ATTACHMENT 2
NON-DISCLOSURE CERTIFICATE**

I hereby certify my understanding that access to Confidential and Sensitive Information is provided to me pursuant to the terms and restrictions of the Protection of Confidential and Sensitive Information, Exhibit E, Attachment 1 of Contract No. 460000XXXX between TBD and the California Department of Water Resources. I hereby agree to be bound by those terms and restrictions. I understand that all Confidential and Sensitive Information, as defined in the Protection of Confidential and Sensitive Information, and any notes or other memoranda, or any other form of information, electronic or otherwise that copies or discloses Confidential Information, shall not be disclosed to anyone other than in accordance with Exhibit E, Attachment 1. I acknowledge that a violation of this certificate may result in termination of the Contract and/or imposition of civil or criminal penalties.

Signed: _____

Typed Name and Title: _____

Representing (give name of Contractor/Affiliate): _____

Date: _____

EXHIBIT E, ATTACHMENT 3

State of California

DEPARTMENT OF WATER RESOURCES

California Natural Resources Agency

Contract No.
Exhibit

SMALL BUSINESS SUBCONTRACTOR PAYMENT CERTIFICATION

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

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

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

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

PRIME CONTRACTOR

Company Name	Contract Number	Street Address		City	State	Zip Code

SMALL BUSINESS SUBCONTRACTOR

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

PAYMENT INFORMATION

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

PRIME CONTRACTOR - AUTHORIZED REPRESENTATIVE

Print Name	Email	Signature
Title	Phone	Date Signed