

State Water Resources Control Board

July 21, 2021
Invitation for Bid
IFB No. 21-030-240
Notice to Prospective Bidders

Prospective Bidders are invited to review and respond to the attached Invitation for Bid (IFB) No. **21-030-240** entitled, "Data Literacy Training for the State Water Resources Control Board (Water Board)". When preparing and submitting a bid, compliance with the instructions found herein is imperative.

All Agreements entered into with the State of California will include, by reference, General Terms and Conditions (GTC) and Contractor Certification Clauses (CCC) that may be viewed and downloaded at this Internet site:
<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>. If any prospective Bidder lacks Internet access, a hard copy of these items may be obtained by contacting the analyst noted below.

If a discrepancy occurs between the information in the advertisement and the information herein, the information in this notice and in the attached IFB shall take precedence.

Inquiries regarding the processing of this bid should be referred to Gina Villalobos at gina.villalobos@waterboards.ca.gov. Please note that no verbal information given will be binding upon the State unless such information is issued in writing as an official addendum to this solicitation.

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

Sincerely,

Gina Villalobos, Contract Analyst

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BID SUBMITTAL CHECKLIST

A complete Bid Package will consist of one (1) original bid package with original signatures of each item identified below. Place a check mark or “X” in the box corresponding to each item that you are submitting to the Water Board. For your bid to be responsive, all required attachments must be returned. This checklist is for reference only, bidders must comply with all requirements of this solicitation. This checklist should also be returned with your bid package.

Attachment	Attachment Name/Description	Confirmed by Water Board
<input type="checkbox"/> Yes <input type="checkbox"/> No	1 Bid/Bidder Certification Sheet	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	2 Commercially Useful Functions Compliance	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	3 Cost Sheet	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	4 Bidder References	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	5 Payee Data Record (STD 204) Form	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	6 Contractor Certification Clauses (CCC-04/2017). Page 1 must be signed and submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	7 California Disabled Veteran Business Enterprise (DVBE) Program Requirement and DVBE Declarations (STD. 843)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	8 Bidder Declaration (GSPD-05-105)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	9 Darfur Contracting Act	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	10 *Small Business Preference – If you are a certified Small Business (SB), include a copy of your SB certification https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	11 *Non-Small Business Preference - If your company is a non-SB claiming 25% California certified SB subcontractor participation, include copy(ies) of each subcontractor’s SB certification https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	12 *Target Area Contract Preference Act (TACPA) – http://www.pd.dgs.ca.gov/disputes/default.htm	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	13 Insurance certificate <u>Bidder provides copy(ies)</u> – No form attached. These documents are not required with the bid package but are required within ten (10) days of request or contract award.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	14	California Civil Rights Laws Certification	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	15	If required by law, Bidder must be on file and in good standing with the California Secretary of State. Provide a printout from the Secretary of State website or a copy of a Certificate of Good Standing	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

*Indicate N/A if not applicable.

A. Purpose and Description of Services

The State Water Resources Control Board (Water Board), is soliciting bids from firms that are able to provide web-based data and statistical diagnostic assessment services. Bidders must have the capabilities and qualifications to perform all of the services described in the IFB section entitled, "Scope of Work".

The Water Boards intends to make a single Agreement award to the most responsive and responsible firm offering the lowest bid. This solicitation is open to all eligible firms and/or individuals that meet the qualification requirements.

B. Time Schedule

Below is the tentative time schedule for this solicitation. The Water Boards reserves the right to amend the time schedule based on the State's needs.

IFB Available to Prospective Bidders On	July 21, 2021
Questions Must be Submitted by	August 4, 2021 by 3 PM PST
Question/Answer Summary Posted	August 11, 2021
Bids Must be Received By	August 23, 2021 by 3 PM PST
Bid Opening will be Held on	August 25, 2021 at 11 AM PST
Anticipated Start Date of Agreement is	Upon Final Approval

C. Agreement Term

The anticipated term of the resulting Agreement is expected to be approximately 36 months and is anticipated to be effective from "Upon Approval" through June 30, 2024. The Agreement term may change if the Water Board makes an award earlier than expected or if the Water Board cannot execute the Agreement in a timely manner due to unforeseen delays.

The resulting Agreement will be of no force or effect until it is signed by both parties and approved by DGS, if required. The Contractor is hereby advised not to commence performance until all approvals have been obtained. If performance commences before all approvals are obtained, said services may be considered to have been voluntary and the Contractor may pursue a claim for payment by filing with the DGS' Government Claims Program.

Per Public Contract Code 10335, the Water Board reserves the right to amend the Agreement after the Water Board makes an Agreement award.

D. Bidder Questions

Immediately notify the Water Board if clarification is needed regarding the services sought or questions arise about the IFB and/or its accompanying materials, instructions or requirements. Questions must be submitted in writing via U.S. Mail, E-mail or fax to the Water Board as instructed below. At its discretion, the Water Board reserves the right to contact an inquirer to seek clarification of any inquiry received.

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

1. What to Include in an Inquiry

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

2. How to Submit Questions

Submit questions or inquiries using the following method:

E-Mail:
Questions IFB 21-030-240 Division of Administrative Services Gina Villalobos DAS-Contracts@waterboards.ca.gov

Bidders submitting inquiries by e-mail or fax are responsible for confirming the receipt of all materials by the question deadline.

All question submittals will receive an email confirmation.

3. Question Deadline

Submit written questions and inquiries no later than **3:00 PM on August 4, 2021**.

Notwithstanding the question submission deadline, the Water Board will accept questions or inquiries about IFB errors or irregularities up to the bid due date.

Direct all requests for DVBE assistance to DAS-SBDVBEAdvocate@waterboards.ca.gov or (916) 324-6341.

E. Disabled Veteran Business Enterprise Requirement

3% DVBE participation for this solicitation is mandatory. Bidders must meet Disabled Veteran Business Enterprise (DVBE) requirement and submit Bidder Declaration forms (STD 843 and GSPD-05-105).

F. Scope of Work

See Exhibit A entitled, "Scope of Work" that is included in the Sample Agreement Forms and Exhibits Section of this IFB. Exhibit A contains a detailed description of the services and work to be performed as a result of this solicitation.

G. Bidder Minimum Qualification Requirements

Failure to meet the following requirements by the bid due date will be grounds for the Water Board to deem a Bidder non-responsive. In submitting a bid, each Bidder must provide proof that it possesses the following qualification requirements:

1. Provide proof that the Bidder has a minimum of three (3) years' experience with online data literacy training
2. Provide proof that Bidder's Online System has the following system requirements:
 - a. Data literacy diagnostic assessment modules that the Bidder can configure with Water Boards' samples
 - b. Data literacy diagnostic assessment modules that can support 1500-2000 Water Board users
 - c. Data literacy diagnostic assessment modules that provide the user with their organizational strengths and areas of focus that they need to work on
 - d. Covers a minimum of the following data literacy competencies:
 - i. Correlation vs. Causation
 - ii. Data Visualization
 - iii. Statistical Reasoning
 - iv. Data Collection Methods
 - v. Interpreting Graphs & Charts
 - vi. Types of Data
 - vii. Confounding & Lurking Variables
 - viii. Data Quality
 - ix. Working with Unstructured Data
 - x. Data Security, Privacy, and Ethics
 - xi. Data Management & Re-Use
 - e. Allows for online public access for exploration of Water Board data.

H. Bid Format and Content Requirements

1. General Instructions

- a. Each individual or firm may submit only one bid. For the purposes of this paragraph, "firm" includes a parent corporation of a firm and any other subsidiary of that parent corporation. If a firm or individual submits more than one bid, the Water Board will reject all bids submitted by that firm or individual.
- b. Develop bids by following all IFB instructions and instructions or clarifications in question/answer notices, clarification notices, or IFB addenda.
- c. Before preparing a bid, seek timely written clarification of any requirements or instructions that are believed to be vague, unclear or that are not fully understood.

- d. Arrange for timely delivery of the bid package to the specified address. Do not wait until shortly before the bid submission deadline to submit the bid.

2. Bid Package Requirements

- a. Sign applicable IFB attachments/forms in blue ink.
 - 1) Have a person who is legally authorized to sign on behalf of the bidding firm sign each form that requires a signature. Signature stamps are not acceptable.
- b. Submit one (1) original bid package.
 - 1) Bid package must be complete with all required attachments and documentation.
 - 2) Bid package must contain original signatures.
- c. Bind each proposal package with a binder clip in the upper left-hand corner or rubber band. Please DO NOT use coil or spiral binding.

3. Bid Content Requirements

The Bid Submittal Checklist on page 1 specifies the order and content required for each bid.

When completing the attachments, follow the instructions on each attachment. Do not include supplemental information in your bid package or other materials that the Water Board has not requested in this solicitation.

After completing and signing the applicable attachments, assemble all items in the order shown on the Bid Submittal Checklist and place them in a **sealed** envelope.

I. Submission of Bids

1. Submission Instructions

- i. Assemble one (1) original bid package. Use plain, white paper with minimal graphics and color. Do not use cardstock or thick paper.
- ii. Bidders are cautioned to not rely on the Water Board during the evaluation to discover and report to the Bidder any defects and errors in the submitted documents. Bidders, before submitting their documents, should carefully proof them for errors and adherence to the IFB requirements.
- iii. Place the bid package in a single envelope or package if possible. Seal the envelope.

If more than one envelope or package is submitted, carefully label each one as instructed below, and mark on the outside of each envelope or package "1 of X", "2 of X", etc.

- iv. Mail or arrange for hand delivery of the proposal package to the Water Boards' office. Hand delivery **must be** pre-arranged with a 24-hour notice via email to DAS-Contracts@waterboards.ca.gov. Pre-arranged hand deliveries will only be accepted

on Tuesdays and Thursdays, 9 AM to 3 PM, except for State holidays. Proposals may not be transmitted electronically by fax or e-mail.

- v. The Water Board's office must receive the bid package, regardless of postmark or method of delivery, by **3:00 PM on August 23, 2021**. The Water Board will not publicly open or read late bids.
- vi. It is advised to utilize the Bid Checklist when compiling the Bid package.
- vii. Bids must be submitted in sealed packages. The outside of your bid package must show your firm's name and address as well as the information shown in the following box:

<p>IFB 21-030-240 DO NOT OPEN Gina Villalobos State Water Resources Control Board 1001 I Street, 18th Floor Sacramento, CA 95814</p>

viii. Label and submit the bid package using one of the following methods:

- Hand Delivery,
- UPS, Federal Express, or
- Overnight Express
- U.S. Mail – All bid packages submitted via USPS should be sent no less than 2 business days prior to Bid Due Date in order to ensure timely delivery.

2. Proof of Timely Receipt

- a. Water Board staff will log and attach a date/time stamped slip or bid receipt to each bid package/envelope received. If a bid package is hand delivered, Water Board staff will give a bid receipt to the hand carrier upon request.
- b. To be timely, the Water Board must receive bid packages at the stated place of delivery no later than 3:00 PM on the bid due date.
- c. The Water Board will deem late bid packages nonresponsive.

3. Bidder Costs

Bidders are responsible for all costs of developing and submitting a bid package. Such costs cannot be charged to the Water Board or included in any cost element of a Bidder's price offering.

J. Bid Opening

All bid packages properly received according to the IFB instructions on or before the bid due date will be publicly opened and read at **11 AM on August 25, 2021** at the following address:

State Water Resources Control Board
1001 I Street, 18th Floor
Sacramento, CA 95814

Bidders that would like to attend the Bid Opening virtually must email [Gina Villalobos](mailto:gina.villalobos@waterboards.ca.gov) at gina.villalobos@waterboards.ca.gov by **August 23 at 3 PM** so that arrangements may be made via an electronic platform.

K. Bid Requirements and Information

1. Nonresponsive Bids

In addition to any condition previously indicated in this IFB, the following occurrences **may** cause the Water Board to deem a bid nonresponsive.

a. Failure of a Bidder to:

- 1) Meet DVBE participation goals, when required.
- 2) Meet bid format/content or submission requirements including the sealing, labeling, and/or timely and proper delivery of bid packages.
- 3) Submit all required documentation listed on the Bid Submittal Checklist.

b. If a Bidder submits:

- 1) A bid that is conditional, materially incomplete or contains material alterations or irregularities of any kind.

The State does not accept alternate contract language from a prospective contractor. 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.

- 2) Price information that contradicts the price/cost figures on the Bid Form or submits cost information in a format contrary to the IFB instructions.
- 3) False, inaccurate or misleading information or falsely certifies compliance on any bid attachment.

c. If the Water Board discovers, at any stage of the bid process or upon Agreement award, that a Bidder is unwilling or unable to comply with the Agreement terms, conditions and exhibits cited in this IFB and/or the resulting Agreement.

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

During the bid process, if a Prospective Bidder appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code, the Prospective Bidder's submittal will be deemed nonresponsive and will not be considered.

- e. If other irregularities occur in a bid response that are not specifically addressed herein (i.e., the Bidder places any conditions on performance of the scope of work, submits a counteroffer/proposal, etc.).

2. Withdrawal and/or Resubmission of Bids

All bid packages are to be complete when submitted. However, an entire bid package may be withdrawn and the Bidder may resubmit a new bid package.

a. Withdrawal Deadline

A Bidder may withdraw his/her bid any time prior to the bid due date.

b. Submitting a Withdrawal Request

- 1) Submit a written withdrawal request, signed by an authorized representative of the Bidder.
- 2) Label and submit the withdrawal request using one of the following methods:

U.S. Mail or Hand Delivery	Email
Withdrawal IFB 21-030-240 Gina Villalobos 1001 I Street, 18 th Floor Sacramento, CA 95814	Withdrawal IFB 21-030-240 Gina Villalobos Email: gina.villalobos@waterboards.ca.gov

- 3) An original or copy of signed withdrawal request is required before the Water Board will return/release a bid package to a Bidder. The Water Board may grant an exception if the Bidder informs the Water Board that the Bidder will submit a new or replacement bid package immediately following the withdrawal.

c. Bid Mistakes

If prior to bid opening a Bidder discovers a mistake in their bid that renders the Bidder unable or unwilling to perform all scope of work services for the price/costs offered, the Bidder must immediately notify the Water Board and submit a written request to withdraw its bid following the procedures set forth above.

d. Resubmitting a Bid Package

After withdrawing a bid package, Bidders may resubmit a new bid package according to the submission instructions. Replacement bid packages must be received at the stated place of delivery by the due date and time.

3. Evaluation and Selection

This section describes, in general, the process that the Water Board will use to evaluate timely bid packages.

a. Bid Opening/Reading

All bid packages properly received according to the IFB instructions on or before the bid due date will be publicly opened and read.

b. Bid Package Review

- 1) Shortly after the bid opening and reading, one or more evaluators will convene to review each timely bid package to confirm its responsiveness to the IFB requirements. This is a pass/fail evaluation.
- 2) If deemed necessary by the Water Board, additional Bidder documentation may be collected to confirm the claims made by each Bidder and to ensure that each Bidder is responsive to all bid requirements.
- 3) If the materials submitted by a Bidder do not prove, support or substantiate the claims made on the Required Bid Submittal Checklist, the bid will be deemed nonresponsive and rejected from further consideration.
- 4) If applicable, the Water Board will adjust bid amounts for any claimed preference or incentive following confirmation of eligibility with the Department of General Services.
- 5) The Water Board will mail, e-mail or fax a written "Notice of Award" to all firms that submitted a bid.
- 6) A "Notice of Intent to Award" will be sent out upon request or when the bid is not awarded to the lowest bidder.

4. Agreement Award and Protests

a. Agreement Award

- 1) Award of the Agreement, if awarded, will be to the responsive and responsible Bidder that offers the lowest cost. The lowest cost will be determined after the Water Board adjusts Bidder costs for applicable preferences and incentives.

If the Agreement is not being awarded to the bidder offering the lowest cost, the Water Board will notify the low bidder at least five (5) working days prior to award that the Agreement is not being awarded to them.

The Water Board will confirm the Agreement award to the winning Bidder. The Water Board may confirm an award verbally, via e-mail, or in writing.

Upon written request from any bidder, the Water Board will post a notice of the proposed Agreement award at 1001 I Street, 1st floor Visitor's Center, Sacramento, CA 95814 for at least five (5) working days prior to awarding the Agreement.

b. Settlement of Tie Bids

- 1) In the event of a precise tie between the lowest responsive bid submitted by a certified small business or microbusiness and the lowest responsive bid

submitted by a certified DVBE that is also a certified small business, the Agreement will be awarded to the DVBE Bidder per Government Code Section 14838(f) et seq.

- 2) In the event of a precise tie between the lowest responsive bid submitted by a non-small business that was granted small business subcontractor preference and the lowest responsive bid submitted by a certified small business or microbusiness, the Agreement will be awarded to the certified small business or microbusiness.
- 3) In the event of a precise tie between the lowest responsive bid submitted by a nonprofit veteran service agency (NVSA) that is a certified small business and the lowest responsive bid submitted by a certified DVBE that is also a certified small business, the Agreement will be awarded to the certified DVBE.
- 4) In the absence of a California law or regulation governing a specific tie, the Water Board will settle all other tie bids in a manner the Water Board determines to be fair and equitable (e.g., coin toss, lot drawing, etc.). In no event will the Water Board settle a tie by dividing the work among the tied Bidders.

c. Protests

1) Who can Protest

Any Bidder who submits a bid may file a protest if the Bidder believes its bid package is responsive to all IFB requirements and its bid is the lowest dollar bid.

2) Grounds for Protests

Protests are limited to the grounds described in Public Contract Code (PCC) Section 10345. The Water Board will not make an award until all protests are withdrawn by the protestant, denied, or resolved to the satisfaction of the Department of General Services (DGS).

3) Protest Timelines

- a) Within five (5) calendar days after filing a "Notice of Intent to Protest", the protestant must file with both the Water Board and the Department of General Services a full and complete written protest statement identifying the specific grounds for the protest. The statement must contain, in detail, the reasons, law, rule, regulation, or practice that the protestant believes the Water Board has improperly applied in awarding the Agreement.

4) Submitting a Protest

A protest may be hand delivered, mailed, or faxed to the appropriate agencies. Label, address, and submit an initial protest notice and/or a detailed protest statement using one of the following method.

Hand Delivery, Mail or Overnight Express:
Protest to Water Board's IFB 21-030-240 State Water Resources Control Board, Gina Villalobos, Contracts Unit 1001 I Street, 18 th Floor P.O. Box 100 Sacramento, CA 95812

5. Disposition of Bids

- a. All materials submitted in response to this IFB will become the property of the Water Board and, as such, are subject to the Public Records Act (GC Section 6250, et seq.). The Water Board will disregard any language purporting to render all or portions of any bid package confidential.
- b. Upon making an award, all documents submitted in response to this IFB and all documents used in the selection process (e.g., review check lists, letters of intent, etc.) will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and shall be subject to review by the public.
- c. The Water Board may return a bid package to a Bidder at their request and expense after the Water Board concludes the bid process.

6. Inspecting or Obtaining Copies of Bids

a. Who can Inspect or Copy Bid Materials

Any person or member of the public can inspect or obtain copies of bid materials.

b. What can be Inspected / Copied and When

- 1) Once bids are opened, all bids, Bidders list, conference sign-in/attendance sheet, check lists and/or evaluation sheets become public records. These records shall be available for review, inspection and copying during normal business hours.

c. Inspecting or Obtaining Copies of Bid Materials

Persons wishing to view or inspect any bid related materials must contact Gina Villalobos at gina.villalobos@waterboards.ca.gov and identify the items they wish to inspect.

Persons wishing to obtain copies of bid materials may visit or mail a written request to the Water Board office identified below. The requestor must identify the items they wish to have copied. Materials will not be released from State premises for the purposes of making copies.

Unless waived by the Water Board, a check covering copying and/or mailing costs must accompany the request. Copying costs, when applicable, are charged at a rate of **ten cents** per page. The Water Board will fulfill all copy requests as promptly as possible. Submit copy requests as follows:

Request for Copies - IFB **21-030-240**
Gina Villalobos
1001 I Street, 18th Floor
Sacramento, CA

7. Verification of Bidder Information

By submitting a bid, Bidders agree to authorize the Water Board to:

- a. Verify any and all claims made by the Bidder including, but not limited to verification of prior experience and the possession of other qualification requirements.

8. Water Board Rights

In addition to the rights discussed elsewhere in this IFB, the Water Board reserves the following rights.

a. IFB Corrections

- 1) The Water Board reserves the right to do any of the following up to the bid submission deadline:
 - a) Modify any date or deadline appearing in this IFB or the IFB Time Schedule.
 - b) Issue clarification notices, addenda, alternate IFB instructions, forms, etc.
 - c) Waive any IFB requirement or instruction for all Bidders if the Water Board deems the requirement or instruction unnecessary, erroneous or unreasonable. If deemed necessary by the Water Board, the Water Board may also waive any IFB requirement or instruction after the bid submission deadline.
 - d) Allow Bidders to submit questions about any IFB change, correction or addenda. If the Water Board allows such questions, specific instructions will appear in the cover letter accompanying the document.
- 2) If deemed necessary by the Water Board to remedy an IFB error or defect that is not detected in a timely manner, the Water Board may also issue correction notices or waive any unnecessary, erroneous, or unreasonable IFB requirement or instruction after the bid submission deadline.
- 3) If applicable, the Water Board will post on California's Online Marketplace at <https://caleprocure.ca.gov/pages/index.aspx> clarification notices or addenda. **Be sure to check this website often.**
- 4) The Water Board at its sole discretion, reserves the right to collect, by mail, e-mail, or other method, the following omitted and/or additional information:

- a) Signed copies of any form submitted without a signature.
- b) Data or documentation omitted from any submitted IFB attachment/form.
- c) Information/material needed to clarify or confirm certifications or claims made by a Bidder.
- d) Information/material or form needed to correct or remedy an immaterial defect in a bid package.

b. Immaterial Bid Defects

- 1) The Water Board may waive any immaterial defect in any bid package and allow the Bidder to remedy those defects. The Water Board reserves the right to use its best judgment to determine what constitutes an immaterial deviation or defect.
- 2) The Water Board's waiver of an immaterial defect in a bid package shall in no way modify this IFB or excuse a Bidder from full compliance with all bid requirements.

c. Correction of Clerical or Mathematical Errors

- 1) The Water Board reserves the right, at its sole discretion, to overlook, correct or require a Bidder to remedy any obvious clerical or mathematical errors on a bid form.
- 2) If the correction of an error results in an increase or decrease in the total price, the Water Board shall give the Bidder the option to accept the corrected price or withdraw their bid.
- 3) Bidders may be required to initial corrections to costs and figures on the Bid Form if the correction results in an alteration of the cost(s) offered.
- 4) If a mathematical error occurs in a total or extended price and a unit price is present, the Water Board will use the unit price to settle the discrepancy.

d. Right to Remedy Errors

The Water Board reserves the right to remedy errors caused by:

- 1) The Water Board's office equipment malfunctions or negligence by agency staff.
- 2) Natural disasters (i.e., floods, fires, earthquakes, etc.).

e. No Agreement Award or IFB Cancellation

The issuance of this IFB does not constitute a commitment by the Water Board to award an Agreement. The Water Board reserves the right to reject all bids and to cancel this IFB if it is in the best interest of the Water Board to do so.

L. Preference Programs

To confirm the identity of the lowest responsive Bidder, the Water Board will adjust the total bid cost for applicable claimed preference(s). The Water Board will apply preference

adjustments to eligible Bidders according to State regulations following verification of eligibility with the appropriate office of the Department of General Services (DGS).

1. Small/Micro Business Preference

- a. A responsive California small/micro business or Bidder, certified in a relevant business category or type, will be granted a preference of five percent (5%) of the lowest responsive bid, if that bid is submitted by a non-small/micro business. Non-small business means a responsive/responsible Bidder that is not certified by the California Department of General Services as a small business or microbusiness. The "service" category is the business type that will most likely apply to this solicitation. Nonprofit Veteran Service Agencies (NVSA) are to view the instructions in provision 3 of this section (Preference Programs).
- b. In granting small/micro business preference, no bid price will be reduced by more than \$50,000. The cost adjustment is for computation purposes only and does not alter the actual cost offered by the Bidder.
- c. To be eligible for a bidding preference, the California certified small business must perform a "commercially useful function" under the Agreement.
- d. To be certified as a California small/micro business, the business concern must meet the State's eligibility requirements and must have submitted an application for small/micro business status prior to the bid submission deadline.
- e. Firms desiring small/micro business certification must obtain the Small Business Certification Application (i.e., STD 812 or other form) from the appropriate office of the Department of General Services, fully complete the application, and submit it to the Department of General Services as instructed in the application. Prospective bidding firms desiring small business certification assistance, may contact DGS by the following means:
 - 1) (916) 322-5060 (24 hour recording and mail requests), or
 - 2) (916) 375-4940 (Small business assistance) or (800) 559-5529 (live operator-Central receptionist), or
 - 3) Internet address: <http://www.pd.dgs.ca.gov/smbus/default.htm> or
 - 4) Fax: (916) 375-4950, or
 - 5) Email: osdchelp@dgs.ca.gov

2. Non-Small Business Subcontractor Preference

- a. Non-small business means a Bidder that is not certified by DGS as a small business or microbusiness.
- b. If the tentative low Bidder is not a certified DVBE or small/micro business, a bid preference of five percent (5%) is available to a responsive non-small business claiming twenty-five percent (25%) small business subcontractor participation with one or more small businesses. This preference is authorized pursuant to Title 2, California Code of Regulations Section 1896.2 and Government Code Section 14835.
- c. If a Bidder claims the non-small business subcontractor preference, the bid response must identify each proposed small business subcontractor, the participation

percentage amount committed to each identified subcontractor, and substantial proof to enable verification of each subcontractor's small business status. The total small business subcontractor participation must equal no less than twenty-five percent (25%) of the total bid price or cost offered.

- d. To be granted preference, each proposed small business subcontractor must possess an active small business or micro business certification issued by the California Department of General Services, must perform a "commercially useful function" under the Agreement and the basic functions to be performed must be identified at the time of bidding.
- e. In granting the non-small business subcontractor preference, no bid price will be reduced by more than \$50,000. The cost adjustment is for computation purposes only and does not alter the actual cost offered by the Bidder.
- f. Complete the Non-Small Business Subcontractor Preference Request and Small Business Subcontractor Supplier Acknowledgement to request the non-small business subcontractor preference.

Any firm that is granted the Non-Small Business Subcontractor preference cannot displace an award to a certified small business.

3. Nonprofit Veteran Service Agency (NVSA) Small Business Preference

- a. Pursuant to Military and Veteran Code Section 999.50 et seq., responsive/responsible nonprofit veteran service agencies (NVSAs) claiming small business/microbusiness preference and verified as such in the relevant category or business type prior to the bid submission due date will be granted a preference of five percent (5%) of the lowest responsive bid, if the lowest responsive bid is submitted by a Bidder not certified as a small business/microbusiness. The "service" category is the business type that will most likely apply to this solicitation.
- b. In granting small business preference to NVSAs, no bid will be reduced by more than \$50,000. The preference cost adjustment is for computation purposes only and does not alter the actual cost offered by the Bidder.
- c. To be eligible for the NVSA small business preference, the business concern must:
 - 1) Request preference at the time of bid submission, and
 - 2) Become certified as a small business or micro business by the appropriate office of the DGS prior to the bid submission due date.

4. Disabled Veteran Business Enterprise (DVBE) Participation

3% DVBE participation for this solicitation is mandatory. In accordance with Section 999.5(a) of the Military and Veterans Code an incentive will be given to Bidders who provide DVBE participation above the mandatory three percent (3%). For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration GSPS-05-105 and confirmed by the State. The incentive amount for awards based on low price is as follows:

Confirmed DVBE Participation of:	DVBE Incentive:
5% and over	5%
4% to 4.99 inclusive	4%
3.1% to 3.99 inclusive	3%

Confirmed DVBE Participation of:	DVBE Incentive:
5% and over	5%
4% to 4.99 inclusive	4%
3% to 3.99 inclusive	3%
2% to 2.99 inclusive	2%
1% to 1.99 inclusive	1%

To confirm the identity of the lowest responsive Bidder, the net bid price of responsive bids will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive net bid price. If the #1 ranked responsive, responsible bid is a California certified small business, the only Bidders eligible for an incentive will be California certified small businesses.

M. Agreement Terms and Conditions

The winning Bidder must enter an Agreement that may contain the Bidder’s bid form or budget, a Scope of Work, standard Agreement provisions, and one or more of the Agreement forms and/or exhibits identified in Section O. Sample Agreement Forms / Exhibits.

The exhibits identified in this IFB contain Agreement terms that require strict adherence to various laws and contracting policies. A Bidder’s unwillingness or inability to agree to the terms and conditions shown below or contained in any exhibit identified in this IFB may cause the Water Board to deem a Bidder non-responsible and ineligible for an award.

In general, the Water Board will not accept alterations to the General Terms and Conditions (GTC), Special Terms and Conditions, the Scope of Work or alternate Agreement/exhibit language submitted by a prospective Contractor. The Water Board will consider a bid containing such provisions “a counter proposal” and may reject such a bid.

The Contractor shall begin work when the Agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the Water Board, upon five (5) days written notice to the Contractor, reserves the right to terminate the Agreement. In addition, the Contractor shall be liable to the Water Board for the difference between Contractor's bid price and the actual cost of performing work by another Contractor.

All performance under the Agreement shall be completed on or before the termination date of the Agreement.

No oral understanding or Agreement shall be binding on either party.

1. Resolution of Differences Between IFB and Agreement Language

If an inconsistency or conflict arises between the terms and conditions appearing in the final Agreement and the proposed terms and conditions appearing in this IFB, any inconsistency or conflict will be resolved by giving precedence to the Agreement.

N. Required Attachments

ATTACHMENT 1

BID/BIDDER CERTIFICATION SHEET

Instructions for Bid/Bidder Certification Sheet

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

Item Numbers	Instructions
1, 2, 2a, & 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
11	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
12, 13, 14, & 15	Must be completed. These items are self-explanatory.
16	If certified as a Small Business Enterprise, or Micro Business, place a check in the "Yes" box and enter your certification number on the line. If certified as a Disabled Veteran Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSDC (formerly OSBCR).

**ATTACHMENT 2
COMMERCIALLY USEFUL FUNCTIONS COMPLIANCE (CUF)**

CERTIFICATION OF COMMERCIALLY USEFUL FUNCTION (CUF)

By signing on the line below, bidder certifies that if they are a Small Business (SB) or Disabled Veteran Business Enterprise (DVBE), or if any subcontractor they have identified as a SB or a DVBE to perform work under this Agreement is responsible for the execution of a distinct element of the work outlined in the Agreement, and carry out their obligation by actually performing, managing, or supervising the work involved in this Agreement. Bidder certifies that any subcontractors selected shall conduct only the services and functions that are normal for its business. Bidder certifies that any subcontractors selected shall be responsible in respect to products, inventories, materials, and any supplies required for the Contract, and for negotiating price, determining quality (and quantity), ordering, installing (if applicable), and making payments. Bidder certifies that they as a SB or the selected subcontractors are not extra participants in the transaction, Agreement, or project through which funds are passed in order to obtain the appearance of SB/DVBE participation. Additionally, bidder shall not further subcontract a portion of the work that is greater than expected by normal industry practices.

(AUTHORIZED PERSON SIGN NAME HERE)

(DATE)

(AUTHORIZED PERSON PRINT NAME HERE)

(DATE)

**COST SHEET
ATTACHMENT 3**

Description	Total
Task 1: Provide data literacy diagnostic assessment access to the State Water Board	\$
Task 2: Curated playlist of data literacy modules for participants to engage with after the data literacy diagnostic assessment	\$
Task 3: Dedicated subdomain to host the diagnostic assessment, datasets, and the learning modules	\$
Task 4: Offer data literacy modules for all the data literacy competencies addressed in the data literacy diagnostic assessment	\$
Task 5: Provide individual and aggregate-level analytics to track performance and time spent exploring and engaging with the learning modules	\$
Task 6: Launch, maintain, and provide a State Water Board dataset portal for the general public to access, explore, and engage with State Water Board datasets	\$
Task 7: Set up access and appropriate permissions to the system for 1500 to 2000 State Water Board staff members	
Annual fee for maintenance and support services for up to 2000 Water Boards staff from July 1, 2021 to June 30, 2022	\$
Annual fee for maintenance and support services for up to 2000 Water Boards staff from July 1, 2022 to June 30, 2023	\$
Annual fee for maintenance and support services for up to 2000 Water Boards staff from July 1, 2023 to end of contract	\$
TOTAL	\$

Costs shall be inclusive of all labor, materials, taxes, overhead, travel and operating expenses

**ATTACHMENT 4
BIDDER REFERENCES**

Submission of this attachment is **mandatory**. Failure to complete and return this attachment with your bid will cause your bid to be rejected and deemed non-responsive.

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

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

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

Section 1 – Payee Information**NAME** (This is required. Do not leave this line blank. Must match the payee's federal tax return)**BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME** (If different from above)**MAILING ADDRESS** (number, street, apt. or suite no.) (See instructions on Page 2)**CITY, STATE, ZIP CODE****E-MAIL ADDRESS****Section 2 – Entity Type****Check one (1) box only that matches the entity type of the Payee listed in Section 1 above.** (See instructions on page 2) **SOLE PROPRIETOR / INDIVIDUAL** **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual* **PARTNERSHIP** **ESTATE OR TRUST** **CORPORATION** (see instructions on page 2) **MEDICAL** (e.g., dentistry, chiropractic, etc.) **LEGAL** (e.g., attorney services) **EXEMPT** (e.g., nonprofit) **ALL OTHERS****Section 3 – Tax Identification Number**Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the **sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the **sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

_____ - _____ - _____

OR**Federal Employer Identification Number (FEIN)**

_____ - _____

Section 4 – Payee Residency Status (See instructions) **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California. **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding. No services performed in California Copy of Franchise Tax Board waiver of state withholding is attached.**Section 5 – Certification****I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.****NAME OF AUTHORIZED PAYEE REPRESENTATIVE****TITLE****E-MAIL ADDRESS****SIGNATURE****DATE****TELEPHONE** (include area code)**Section 6 – Paying State Agency****Please return completed form to:****STATE AGENCY/DEPARTMENT OFFICE****UNIT/SECTION****MAILING ADDRESS****FAX****TELEPHONE** (include area code)**CITY****STATE****ZIP CODE****E-MAIL ADDRESS**

PAYEE DATA RECORD(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)**GENERAL INSTRUCTIONS**

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information**Name** – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.**Mailing Address** – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.**Section 2 – Entity Type**

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status**Are you a California resident or nonresident?**

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900
For hearing impaired with TDD, call: 1-800-822-6268E-mail address: wscs.gen@ftb.ca.gov
Website: www.ftb.ca.gov**Section 5 – Certification**

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/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 of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

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

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to 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.

Current State Employees (Pub. Contract Code §10410):

1). 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.

2). 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.

Former State Employees (Pub. Contract Code §10411):

1). 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.

2). 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.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

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. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

ATTACHMENT 7
CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM REQUIREMENTS
FOR NON-IT SERVICES ONLY
(Revised January 2020)

Please read the requirements and instructions carefully before you begin.

AUTHORITY. The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq. **Recent legislation has modified the program significantly in that a bidder may no longer demonstrate compliance with program requirements by performing a “good faith effort” (GFE).**

The minimum DVBE participation percentage (goal) is 3% for this solicitation unless another percentage is specified in the solicitation. A DVBE incentive will be given to bidders who provide DVBE participation, unless stated elsewhere in the solicitation that the DVBE incentive has been waived.

INTRODUCTION. The bidder must complete the identified form to comply with this solicitation’s DVBE program requirements. **Bids or proposals (hereafter called “bids”) that fail to submit the required form and fully document and meet the DVBE program requirement shall be considered non-responsive.**

Information submitted by the intended awardee to comply with this solicitation’s DVBE requirements will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the 2 CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and/or contract termination.

Only State of California, Office of Small Business and DVBE Services (OSDS), certified DVBEs (hereafter called “DVBE”) who perform a commercially useful function relevant to this solicitation, may be used to satisfy the DVBE program requirements. The criteria and definition for performing a commercially useful function are contained herein on the page entitled **Resources & Information**. Bidders are to verify each DVBE subcontractor’s certification with OSDS to ensure DVBE eligibility.

PLEASE READ ALL INSTRUCTIONS CAREFULLY. These instructions contain information about the DVBE program requirements, bidder responsibilities, and the DVBE Bid Incentive. Bidders are responsible for thorough review and compliance with these instructions.

To meet the DVBE program requirements, bidders must complete and fully document compliance with the following:

Commitment to full DVBE participation - For a bidder who is a DVBE or who is able to meet the commitment to use identified certified DVBE(s) to fulfill the full DVBE participation goal.

COMMITMENT -- Commit to meet or exceed the DVBE participation requirement in this solicitation by either Method A1 (bidder is a California certified DVBE) or A2 (bidder is not a California certified DVBE). Bidders must document DVBE participation commitment by completing and submitting the Bidder Declaration (GSPD-05-105 form) located elsewhere within the solicitation document and can be found at <http://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>. Failure to complete and submit the required form as instructed shall render the bid non-responsive.

At the State’s option prior to award of the contract, a written confirmation from each DVBE subcontractor identified on the Bidder Declaration must be provided. As directed by the State, the written confirmation

ATTACHMENT 7
CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM REQUIREMENTS
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must be signed by the bidder and/or the DVBE subcontractor(s). The written confirmation may request information that includes but is not limited to the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, and total amount to be paid to the DVBE. If further verification is necessary, the State will obtain additional information to verify compliance with the above requirements.

Method A1. Certified DVBE bidder:

- a. Commit to performing at least 3% of the contract bid amount (unless otherwise specified) with the prime bidder's firm or in combination with another DVBE(s).
- b. Document DVBE participation on the Bidder Declaration GSPD-05-105 form.
- c. At the State's option a DVBE bidder working in combination with other DVBEs shall submit proof of its commitment by submitting a signed Bidder Declaration Form (GSPD-05-105), with information about the DVBE(s) identified as subcontractor(s) in the bid. The Bidder Declaration Form must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the Bidder Declaration Form as specified may be grounds for bid rejection. As an additional demonstration of the commitment, bidders may optionally submit commitment letters from the DVBE(s) identified on the Bidder Declaration Form.

Method A2. Non-DVBE bidder:

- a. Commit to using certified DVBE(s) for at least 3% (unless otherwise specified) of the bid amount.
- b. Document DVBE participation on the Bidder Declaration GSPD-05-105 form.
- c. At the State's option prior to contract award, a bidder shall submit proof of its commitment by submitting a signed Bidder Declaration Form (GSPD-05-105), with information about the DVBE(s) identified as a subcontractor(s) in the bid. The awarding department contracting official named in the solicitation may contact each listed DVBE, by mail, fax or telephone, for verification of the bidder's submitted DVBE information. The Bidder Declaration Form must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the Bidder Declaration Form as specified may be grounds for bid rejection. As an additional demonstration of the commitment, bidders may optionally submit commitment letters from the DVBE(s) identified on the Bidder Declaration Form.

TO LOCATE DVBE SUPPLIERS:

To search for a California certified DVBE, go to <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>. You may also contact the CDE's SB/DVBE Advocate for assistance. The CDE's DVBE Advocate contact information is listed in the solicitation document.

DVBE BID INCENTIVE. Unless stated elsewhere in the solicitation that the DVBE incentive has been waived, in accordance with Section 999.5(a) of the Military and Veterans Code an incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration GSPD-05-105 form and confirmed by the State. The incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation. Unless a table that replaces the one below has been expressly established elsewhere within the solicitation, the following percentages will apply for awards based on low price.

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CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM REQUIREMENTS
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Confirmed DVBE Participation of:	DVBE Incentive:
5% or Over	5%
4% to 4.99% inclusive	4%
3% to 3.99% inclusive	3%

As applicable: (1) Awards based on low price - the net bid price of responsive bids will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive net bid price. If the #1 ranked responsive, responsible bid is a California certified small business, the only bidders eligible for the incentive will be California certified small businesses. The incentive adjustment for awards based on low price cannot exceed 5% or \$100,000, whichever is less, of the #1 ranked net bid price. When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed \$100,000.

(2) Awards based on highest score - the solicitation shall include an individual requirement that identifies incentive points for DVBE participation.

A DVBE Business Utilization Plan (BUP) does not qualify a firm for a DVBE incentive. Bidders with a BUP, must submit a Bidders Declaration (GSPD-05-105 form) to confirm the DVBE participation for an element of work on this solicitation in order to claim a DVBE incentive(s).

Commercially Useful Function Definition

California Code of Regulations, Title 2, § 1896.61(l):

The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of §1896.61(f); is certified in accordance with §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, a person or an entity is deemed to perform a "commercially useful function" if a person or entity does **all** of the following:

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

A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.

DVBE Program Requirements Checklist:

ATTACHMENT 7
CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM REQUIREMENTS
FOR NON-IT SERVICES ONLY
(Revised January 2020)

- ✓ Commitment to using certified DVBE(s) for at least 3% (unless otherwise specified of the bid amount). The inclusion of cost information on the DVBE commitment letter may disqualify the proposal from consideration.

- ✓ Documentation of DVBE participation on the Bidder Declaration GSPD-05-105 form. Please read the GSPD-05-105 form instructions carefully.

ATTACHMENT 7
CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM
REQUIREMENTS FOR NON-IT SERVICES ONLY
(Revised January 2020)

RESOURCES AND INFORMATION

For questions regarding bid documentation requirements, **contact the contracting official at the awarding department for this solicitation.** For a directory of SB/DVBE Advocates for each department go to: <https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Small-Business-Disabled-Veteran-Business-Enterprise-Advocate-Directory>

The Department of General Services, Procurement Division can assist bidders in locating DVBEs. Email custserv@dgs.ca.gov.

Cal eProcure site: www.caleprocure.ca.gov

Local Organizations: Go to <https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-SBDVBE-Reciprocity-Partners> to see local governments that recognize the state's DVBE certification.

DGS-PD EProcurement
Website: www.eprocure.dgs.ca.gov
Phone: (916) 375-2000
Email: eprocure@dgs.ca.gov

FOR:

- Billing Discrepancies
- Cal eProcure support
- FISCAL Adoption Data
- Item Master file Uploads
- SCPRS, CSCR and Historical Contracts Help Desk
- Super Tool Distribution and Training
- CSCR Ads
- Click on Training tab to Access eProcurement Training Modules including: Small Business (SB)/DVBE Search

DGS-PD Office of Small Business and DVBE Services (OSDS)
707 Third Street, Room 1-400, West Sacramento, CA 95605
Website: <https://www.dgs.ca.gov/PD-Certification>
OSDS Receptionist, 8 am-5 pm: (916) 375-4940
PD Receptionist, 8 am-5 pm: (800) 559-5529
Fax: (916) 375-4950
Email: osdchelp@dgs.ca.gov

FOR:

- Directory of California-Certified DVBEs
- Certification Applications
- Certification Information
- Certification Status, Concerns
- General DVBE Program Info.
- DVBE Business Utilization Plan
- Small Business/DVBE Advocates

DGS-PD Office of Small Business and DVBE Services - Outreach
707 Third Street, Room 1-400, West Sacramento, CA 95605
Website: <https://www.dgs.ca.gov/PD-SB-DVBE-Resources>
OSDS Receptionist, 8 am-5 pm: (916) 375-4940
PD Receptionist, 8 am-5 pm: (800) 559-5529
Fax: (916) 375-4950
Email: osdchelp@dgs.ca.gov

FOR:

- Outreach resources for businesses

ATTACHMENT 7
CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM
REQUIREMENTS FOR NON-IT SERVICES ONLY
(Revised January 2020)

DGS-PD Office of Small Business and DVBE Services - Outreach

707 Third Street, Room 1-400, West Sacramento, CA 95605

Website: <https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Office-of-Small-Business-and-Disabled-Veteran-Business-Enterprise/Outreach-Program>

OSDS Receptionist, 8am-5 pm: (916) 375-4940

PD Receptionist, 8am-5pm: (800) 559-5529

Fax: (916) 375-4950

Email: osdchelp@dgs.ca.gov

FOR:

- List of Outreach Events
 - Links of workshops
 - SB/DVBE Advocate support page
 - SB/DVBE Advocate Directory
 - Small Business Advisory Council
-

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

DGS PD 843 (Rev. 9/2019)

Formerly STD. 843

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

SECTION 1

Name of certified DVBE: _____ DVBE Ref. Number: _____

Description (materials/supplies/services/equipment proposed): _____

Solicitation/Contract Number: _____ SCPRS Ref. Number: _____

(FOR STATE USE ONLY)

SECTION 2

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

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

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

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

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

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

Firm/Principal Phone: _____ Address: _____

SECTION 3

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

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

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

(Printed Name) (Signature) (Date Signed)

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

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

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

BIDDER DECLARATION

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

- a. Identify current California certification(s) (MB, SB, NVSA, DVBE): _____ or None (If "None," go to Item #2)
- b. Will subcontractors be used for this contract? Yes No (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

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

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

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

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

BIDDER DECLARATION Instructions

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

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

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

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

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

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

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

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

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

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

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

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

2. (continued) Column Labels

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

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

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

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

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

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

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

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

Enter "N/A" if the:

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

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

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

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

**ATTACHMENT 9
 DARFUR CONTRACTING ACT ATTACHMENT**

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

Therefore, to be eligible to submit a bid or proposal, please complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

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

OR

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

CERTIFICATION For # 3.

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 in # 3. 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 OR # 2 INITIALED OR PARAGRAPH # 3
 INITIALED AND CERTIFIED.**

**ATTACHMENT 10
SMALL BUSINESS CERTIFICATION**

SUBMIT WITH BID

Submit a copy of your current Small Business certification, **if applicable**.

If you would like to become a certified small business, the application may be downloaded at the web address below

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

To become a certified small business this application form must be submitted to Department of General Services. Please submit a copy of the application you submitted to DGS with your completed bid package.

**ATTACHMENT 11
NON-SMALL BUSINESS CERTIFICATION**

SUBMIT WITH BID (IF APPLICABLE)

If your company is a non-SB claiming 25% California certified SB subcontractor participation, include copy(ies) of each subcontractor's SB certification.

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

ATTACHMENT 12

Target Area Contract Preference Act (TACPA)

Purpose and Description

The TACPA program was established in [1983](#) to stimulate economic growth and employment opportunities in designated distressed areas throughout the state of California. The Procurement Division (PD), Dispute Resolution Unit (DRU) within the Department of General Services (DGS) oversees the TACPA preference program and evaluates all TACPA applications. DGS derives its authority from California Government Code, Title I, Division 5, Chapter 10.5, Section 4530 et seq., and California Code of Regulations, Title II, Division 2, Chapter 3, Subchapter 9, Article 1, Sections 1896.30 - 1896.41.

Solicitation Limits

The state agency conducting the competitive solicitation is responsible for including the preference option information and request forms, in any solicitation for a contract in excess of \$100,000. However, DGS-PD recommends that state agencies include the preference option information and request of forms for any solicitation estimated to be over \$85,000. Let it be noted, for any contract in which the worksite is fixed by the provisions of the contract, the TACPA preference option does not apply.

Worksite

To qualify for a TACPA preference, the firm must be located directly in a California eligible distressed area(s), located directly adjoining/adjacent, or contiguous to a valid TACPA Census Tract & Block Group boundary (GC 4532).

Manufactured Goods

Whenever the state prepares a solicitation for a contract for goods, the state shall award a 5% preference to Californian-based companies who demonstrate and certify under penalty of perjury that at least 50% of the labor hours required to manufacture the goods and perform the contract, shall be accomplished at an identified worksite(s) located in, adjacent, or contiguous to a distressed area (GC 4533).

Services

In evaluating proposals for contracts for services, the state shall award 5% preference submitted by California-based companies who demonstrate and certify under penalty of perjury that not less than 90% of the total labor hours requires to perform the contract shall be accomplished at an identified worksite(s) located in, adjacent, or contiguous to a distressed area (GC 4534).

ATTACHMENT 12 TACPA

Workforce

Bidders may also apply for an additional workforce preference of 1% to 4% if the bidder certifies under penalty of perjury to hire persons with high risk of unemployment equal to 5% to 20% of its workforce during the period of the contract performance (GC 4533.1).

Compliance and Enforcement

The DGS-PD-DRU monitors compliance of all contracts awarded based on the approval of TACPA worksite(s) and workforce preference. Bidders that have requested and have been given preference shall submit monthly performance reports demonstrating compliance with worksite(s) and workforce requirements (if requested). Bidders who fail to comply may be assessed a penalty fee or may be ineligible to directly or indirectly transact with the state for a period up to 36 months (GC 4535.1).

Related Web Links:

- California Government Code, Title I, Division 5, Chapter 10.5, Section 4530 et seq., ([CHAPTER 10.5. Target Area Contract Preference Act \[4530 - 4535.3\]](#))
- The Department of General Services (DGS), Procurement Division (PD), Dispute Resolution Unit's (DRU), ([TACPA Program](#))
- TACPA Location finder, ([TACPA Map](#))

To apply for TACPA preferences the following links/forms must be utilized:

- [TACPA Preference Request Form STD 830](#)
- [Manufacturer's Summary of Contract Activities and Labor Hours DGS/PD 525](#)
(Goods)
- [Bidder's Summary of Contract Activities and Labor Hours DGS/PD 526](#)
(Goods and Services)

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 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		

O. Sample Agreement Forms/Exhibits

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 the Agreement as if attached hereto.

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

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

CONTRACTING AGENCY ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**EXHIBIT A
 SCOPE OF WORK**

1. Services Overview

A. The Contractor agrees to provide to the State Water Resources Control Board (State Water Board) with web-based data and statistical literacy diagnostic assessment services as describes herein:

The Contractor shall provide access to and implement a web-based data and statistical literacy diagnostic assessment for the State Water Board. The Contractor shall also make available reports and analytics on individual and group performances on the assessments.

B. The Contractor shall host and make available all the deliverables on a secure web-based application.

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

State Water Resources Control Board	Contractor: TBD
Section/Unit: Office of Research, Planning, and Performance	Section/Unit:
Attention: Contract Manager	Attention:
Address: 1001 I Street, 13th Floor, Sacramento, CA 95814	Address:
Phone:	Phone:
Fax:	Fax:
Email: @waterboards.ca.gov	Email:

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

2. Work to be Performed

A. Background and Goals

The Office of Information Management and Analysis in conjunction with others at the State Water Board has identified Data Literacy - the ability for the entire organization to understand its data needs and capabilities - as one of the five core guiding principles for their organizational data management strategy over the next five years.

EXHIBIT A SCOPE OF WORK

In support of this core principle, the State Water Board has organized a Data Literacy Initiative that includes multiple projects, all aimed at improving the organization's relationship with data.

A few key, strategic projects that support the data literacy effort are training and/or educational products. While the use of traditional training products, such as classrooms and symposia, is still part of the strategy, the State Water Board has determined that for some foundational data science knowledge/skills/abilities (KSAs), it is much more efficient and effective to use web-based diagnostic and education delivery. This allows the organization to assess and deliver data literacy KSAs to both individuals (or classes of individuals - e.g., program managers, executives, etc.) and teams (e.g., a performance-based management report card development effort, etc.) for various key areas or related projects within the State Water Board's data management ecosystem.

B. Tasks and Deliverables

Task 1: The Contractor shall provide data literacy diagnostic assessment system access to the State Water Board for staff members to use to determine organizational strengths and areas of focus across the following foundational data literacy competencies:

1. Correlation vs. Causation
2. Data Visualization
3. Statistical Reasoning
4. Data Collection Methods
5. Interpreting Graphs & Charts
6. Types of Data
7. Confounding & Lurking Variables
8. Data Quality
9. Working with Unstructured Data
10. Data Security, Privacy, and Ethics
11. Data Management & Re-Use

The data literacy diagnostic assessment access shall consist of items that are based on State Water Board's open dataset samples from chemistry and field analyses of the Tijuana River. These custom items ensure that the diagnostic assessments are authentic and applicable for the participating State Water Board staff members.

The Contractor shall make all the data and statistical literacy diagnostic assessments, along with all metadata and related materials, via a static electronic format, available for print for the Water Boards.

EXHIBIT A SCOPE OF WORK

Aggregate-level performance data on the data literacy diagnostic assessment by departments and groups across all data literacy competencies shall be available to the appropriate stakeholders on the dedicated environment as well.

Task 2: The Contractor shall curate and make available on the State Water Board subdomain an initial set of data literacy learning modules to enable participants to learn and build capacity around 4 (four) data literacy competencies addressed in the diagnostic assessment. The learning modules shall contain curated resources including:

1. E-learning videos
2. News articles
3. Whitepapers & Examples
4. Infographics

Task 3: Contractor shall host a dedicated and secured web-based environment for the State Water Board to access. This environment shall be a central location for all participants and stakeholders to access the diagnostic assessments, associated performance analytics, sample datasets, training modules, and other resources.

Task 4: Expanding on the learning modules in Task 2, the Contractor shall make available a full breadth of data literacy modules to cover all the data literacy competencies addressed in the diagnostic assessment.

Task 5: Contractor shall offer robust analytics for stakeholders to track at the individual and at the aggregate level how the participants performed on the diagnostic assessment, and how much time they have spent exploring and engaging with the data literacy learning modules.

Task 6: Contractor shall make available to the State Water Board an openly accessible State Water Board data portal for the general public to explore, visualize, and engage with open State Water Board datasets. All the datasets on the data portal shall be available for anyone to access for free without registering or creating an account on the State Water Board subdomain.

Task 7: Contractor shall set up access and appropriate permissions for the State Water Board staff members to access the system to be able to prepare, upload, and curate the datasets for the State Water Boards Data Portal.

C. Task and Deliverable Schedule Timeline

**EXHIBIT A
 SCOPE OF WORK**

Task #	Deliverable	Schedule
Task 1	Diagnostic assessment of 20-25 questions	45 days from contract approval
Task 1	Setup access and permissions to the system for 1500 to 2000 State Water Board staff members with login credentials	45 days from contract approval
Task 2:	Curated playlist of data literacy modules for participants to engage with after the data literacy diagnostic assessment	90 days from contract approval
Task 3	Secure website up and running	14 days from contract approval
Task 4	Data literacy modules for all the data literacy competencies addressed in the data literacy diagnostic assessment	300 days from contract approval
Task 5	Access to analytics dashboard on Contractor's site	200 days from contract approval
Task 6	Openly accessible dataset portal to host curated Water Boards datasets	200 days from contract approval
Task 7	Provide Water Board staff members access and permissions to update the data portal system	

**EXHIBIT A
SCOPE OF WORK**

3. Additional Contractor Responsibilities

- A. Software maintenance and support up to three (3) years from the start date of the contract.
- B. Enhancements, upgrades, and bug fixes that provides users and the software application the ability to perform all items identified in the Scope of Work of this document.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- A. For services satisfactorily rendered, and upon completion and acceptance of each deliverable, the Water Boards agree to compensate the Contractor in accordance with the rates specified herein, which are attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears to:

TBD, Contract Manager
Office of Research, Planning and Performance
1001 I Street, 13th Floor
Sacramento, CA 95814

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

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

- D. Not less than 10% of the contract amount shall be withheld pending final completion of the Contract.
- E. Contractors who are certified as small businesses or recognized as non-profit organizations by the Office of Small Business and DVBE Services (OSDS) will be paid in accordance with California Government Code, Title 1, Section 926.15. Invoices for all other Contractors shall be paid within 45 calendar days. In either situation, payment of any invoice will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice or payment request. Failure to use the address exactly as provided above may result in return of the invoice or payment request to the Contractor. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. All invoices must be approved by the Contract Manager.
- F. The invoice shall contain the following information:
 - 1. The word "INVOICE" should appear in a prominent location at the top of page(s);
 - 2. Printed name of the Contractor;
 - 3. Business address of the Contractor, including P.O. Box, City, State, and Zip Code;
 - 4. The date of the invoice;
 - 5. The number of the Agreement upon which the claim is based; and
 - 6. An itemized account of the services for which the Water Boards is being billed;
 - a) The time period covered by the invoice, i.e., the term "from" and "to";
 - b) A brief description of the services performed;
 - c) The method of computing the amount due. On cost reimbursable Agreements, invoices must be itemized based on the categories specified in the Budget. The amount claimed for salaries/wages/consultant fees must

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

also be explained; i.e., hours or days worked times the hourly or daily rate = the total amount claimed;

- d) The total amount due; this should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Contractor under the terms of this Agreement; and
- e) Original signature of Contractor (not required of established firms or entities using preprinted letterhead invoices).
- f) A line item for any payments made to a Disabled Veteran's Business Enterprise (DVBE) subcontractor.

2. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the Water Boards shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Water Boards shall have the option to either cancel this Agreement with no liability occurring to the Water Boards, or offer an Agreement Amendment to Contractor to reflect the reduced amount.
- C. The Water Boards' obligation to make any payments under this Contract shall be suspended during such time as the Budget Act covering that fiscal year has not been approved by the Legislature and signed into law by the Governor.

3. PROMPT PAYMENT CLAUSE: Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. TIMELY SUBMISSION OF FINAL INVOICE

- A. This Agreement includes multiple years of funding with varying availability due to fund reversion limitations. Contract funds are only available in the Fiscal Year for which they are allocated, as set forth in the table below. If the Contractor does not submit approvable invoices requesting all of the funds encumbered for that Fiscal Year by the Annual Invoice Request Deadline, any remaining amount will revert to the Water Board, and will not be available to reimburse costs incurred past the Annual Funding Availability End Date.

**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS**

Fiscal Year	Allocated Contract Funds	Annual Funding Availability Start Date	Annual Funding Availability End Date	Annual Invoice Request Deadline	Agreement Final Invoice
2021-22	\$TBD	July 1, 2021	June 30, 2024	3/31/2024	
2022-23	\$TBD	July 1, 2022	June 30, 2025	3/31/2024	
2023-24	\$TBD	July 1, 2023	June 30, 2026	6/30/2024	
					9/30/2024

- B. If this Agreement’s funding for any fiscal year expires due to reversion or is reduced, substantially delayed, or deleted by the Budget Act, by Executive Order, or by order or action of the Department of Finance, the State Water Board has the option to either cancel this Agreement with no liability occurring to the State Water Board, or offer an amendment to the Contractor to reflect the reduced amount.
 - C. In order to be approved, invoice costs must be eligible and undisputed.
 - D. The Contractor must submit its final invoice for each fiscal year not later than the relevant Annual Invoice Request Deadline set forth in the table above for the given fiscal year. This final invoice for each fiscal year must be clearly marked “Final Invoice for Fiscal Year #####-##” with the relevant fiscal year. Disputed Invoice costs on the Final Invoice for each fiscal year that are not resolved prior to the Annual Invoice Request Deadline may not be paid due to reversion.
 - E. The Water Boards will have no payment obligation under this Agreement of any costs not approved. The Contractor shall not submit invoices not in compliance or consistent with the stipulations of the table above. The Contractor shall not incur any costs after the submittal of the Annual Invoice period for that Fiscal Year period. The Contractor shall not incur any costs after the submission of the Agreement Final Invoice.
5. **CONSULTANT - STAFF EXPENSES:** The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with any California governmental entity.
6. **EXPENSE ALLOWABILITY/FISCAL DOCUMENTATION**
- A. Invoices received from a Contractor and accepted and/or submitted for payment by the Water Boards, shall not be deemed evidence of allowable Agreement costs.
 - B. The Contractor shall maintain for review and audit and supply to the Water Boards upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.
 - C. If the allowability or appropriateness of an expense cannot be determined by the Water Boards because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

questionable costs may be disallowed and payment may be withheld by the Water Boards. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

- D. If travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures.
- E. Costs and/or expenses deemed unallowable are subject to recovery by the Water Boards. See provision entitled, "Recovery of Overpayments" for more information.

7. RECOVERY OF OVERPAYMENTS

- A. Contractor agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the Water Boards by one of the following options:
 - (a) Contractor's remittance to the Water Boards of the full amount of the audit exception within 30 days following the Water Boards' request for repayment;
 - (b) A repayment schedule, which is agreeable to both the Water Boards and the Contractor.
- B. The Water Boards reserves the right to select which option will be employed and the Contractor will be notified by the Water Boards in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of the Water Boards' demand for repayment, or commencing on the date that an audit or examination finding is mailed to the Contractor, if applicable.
- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay, to the Water Boards, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of Water Boards' notice requesting reimbursement of questioned audit costs or disallowed expenses.

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EXHIBIT C
GENERAL TERMS AND CONDITIONS

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

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**EXHIBIT C
GENERAL TERMS AND CONDITIONS**

perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

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

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

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

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EXHIBIT C
GENERAL TERMS AND CONDITIONS

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

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EXHIBIT C
GENERAL TERMS AND CONDITIONS

- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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

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

2. **RIGHTS IN DATA:** The Contractor agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement shall remain the property of the State. The Contractor shall have the right to reproduce, publish, and use all such work, or any part thereof, upon the written authorization of Water Boards. The Water Boards reserve the right to reproduce, publish, and use such work, or any part thereof.
3. **ACCESSIBLE CONTENT REQUIREMENTS:** The Contractor shall ensure that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted to the State Water Board or uploaded directly to any State internet website or database in the performance of this Agreement comply with the accessible content requirements set forth in Government Code sections 7405 and 11135; section 508 of the federal Rehabilitation Act (29 USC 794d) and the regulations promulgated thereunder (36 CFR part 1194); and the most current Web Content Accessibility Guidelines published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

4. **EVALUATION OF CONTRACTOR:** The Contractor's performance under this Agreement shall be evaluated within thirty (30) days after completion. For this purpose a form designated by the Department of General Services (the "Contract/Contractor Evaluation," Form STD. 4) shall be used. Post-evaluations shall remain on file for a period of thirty-six (36) months. If the Contractor did not satisfactorily perform the work or service specified in the Agreement, Contract Manager shall place one copy of the evaluation form in the Agreement file and send one copy of the form to the Department of General Services within five (5) working days of the completion of the evaluation. Upon filing an unsatisfactory evaluation with the Department of General Services, the Contract Manager shall notify and send a copy of the evaluation to the Contractor within fifteen (15) days. The Contractor shall have thirty (30) days to prepare and send a statement to the Contract Manager and the Department of General Services defending his or her performance under the Agreement. The Contractor's statement shall be filed with the evaluation in the Contract Manager's file and at the Department of General Services. (PCC 10369)
5. **CONTRACTOR'S RIGHTS AND OBLIGATIONS:** Public Contract Code Sections 10335-10381 contains language describing the Contractor's duties, obligations, and rights under this Agreement. By signing this Agreement, the Contractor certifies that he or she has been fully informed regarding these provisions of the Public Contract Code. As required by Public Contract Code Section 10371(e)(2), résumés attached hereto and by this reference are incorporated herein.
6. **DISCLOSURE REQUIREMENTS:** Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through Agreement with the Water Boards. The disclosure statement shall include the Agreement number and dollar amount of all Agreements and Subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.

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

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

7. **PERMITS, WAIVER, REMEDIES AND DEBARMENT:** The Contractor shall procure all permits and licenses necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

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

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

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

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

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

8. INSURANCE REQUIREMENTS:

A. General Provisions Applying to All Policies

- 1) Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least thirty (30) days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.
- 2) Policy Cancellation or Termination and Notice of Non-Renewal – Contractor shall provide to the Water Board within five (5) business days following receipt by Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the Water Boards may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- 3) Premiums, Assessments and Deductibles – The Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- 4) Primary Clause – Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the Water Boards.

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- 5) Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VI. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- 6) Endorsements – Any required endorsements requested by the Water Boards must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 7) Inadequate Insurance – Inadequate or lack of insurance does not negate the Contractor’s obligations under the Agreement.
- 8) Available Coverages/Limits – All coverage and limits available to the contractor shall also be available and applicable to the State.
- 9) Satisfying an SIR - All insurance required by this contract must allow the State to pay and/or act as the contractor’s agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor’s agent in satisfying any SIR is at the State’s discretion.
- 10) Use of Subcontractors - In the case of Contractor’s utilization of Subcontractors to complete the contracted scope of work, the Contractor shall include all Subcontractors as insured under the Contractor’s insurance or supply evidence of the Subcontractor’s insurance to the Water Boards equal to policies, coverages, and limits required of the Contractor.

B. Insurance Coverage Requirements

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

- 1) Commercial General Liability – The Contractor shall maintain general liability with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor’s limit of liability. The policy shall be endorsed to include, “The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 2) Worker’s Compensation and Employer’s Liability – The Contractor shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer’s liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in

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

- 3) Professional Liability – Contractor shall maintain professional liability covering any damages caused by a negligent error; act or omission with limits not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.

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

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

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

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

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

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

10. **FOUR-DIGIT DATE COMPLIANCE:** Contractor warrants that it will provide only Four-Digit Date Compliant deliverables and/or services to the Water Boards. "Four-Digit Date Compliant" deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap

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years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Agreement and does not limit the generality of warranty obligations set forth elsewhere herein.

11. **COMPUTER SOFTWARE:** Contractor certifies that it has appropriate systems and controls in place to ensure that Water Boards funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
12. **POTENTIAL SUBCONTRACTORS:** Nothing contained in this Agreement or otherwise, shall create any contractual relationship between the Water Boards and any Subcontractors, and no Subcontract shall relieve the Contractor of his responsibility and obligations hereunder. The Contractor agrees to be as fully responsible to the Water Boards for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its Subcontractors is an independent obligation from the Water Boards' obligation to make payments to the Contractor. As a result, the Water Boards shall have no obligation to pay or to enforce the payment of any moneys to any Subcontractor. Should Water Boards determine that the work performed by a Subcontractor is substantially unsatisfactory and is not in substantial accordance with the Contract terms and conditions, or that the Subcontractor is substantially delaying or disrupting the process of work, Water Boards may request substitution of the Subcontractor.
13. **PROHIBITION OF FOLLOW-ON CONTRACTS:** No Contractor or subsidiary thereof who has been awarded a consulting services Contract may submit a bid for, nor be awarded a Contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services Contract. (PCC 10365.5)
14. **UTILIZATION OF DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION REQUIREMENTS:** In accordance with Public Contract Code Section 10115 et seq., the Contractor must meet or exceed the participation goals of not less than 3 percent for Disabled Veteran Business Enterprises (DVBE).
 - A. The Contractor agrees to use the DVBE Subcontractors or suppliers originally identified by the Contractor unless the Contractor requests substitution in writing beforehand to the Water Boards Project Representative (Contract Manager) and the Contract Manager has approved such substitution. At a minimum, the request must include:
 1. A written explanation of the reason for the substitution; and
 2. The identity of the person or firm substituted.
 - B. Contractor understands and agrees that award of this Contract is based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) Subcontractor(s) identified in their bid or offer. Per Military and Veterans Code (M&VC) 999.5 (e), a DVBE Subcontractor may only be replaced by another DVBE Subcontractor and must be approved by the Department of General Services (DGS). Changes to the scope of work

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that impact the DVBE Subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by Contract Amendment.

- C. 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 to the Water Boards, and penalties as outlined in M&VC § 999.9; Public Contract Code (PCC) § 10115.10, or PCC § 4110 (applies to public works only).
 - D. Requests to replace a DVBE Subcontractor must be amply documented to show that the replacement meets the criteria as specified in the CCR or the PCC. Documentation may include, but is not limited to the request, confirmation of receipt of the request, the Subcontractor's objection and request for hearing and the final Statement of Decision. Requests and resulting amendments generated by the DVBE Subcontractor substitution should be timely so as not to unreasonably delay the Contractor's performance of the Contract, resulting in potential claims against the awarding department for delay damages.
 - E. The request and the Contract Manager's approval is not to be construed as an excuse for noncompliance with any other provision of law, including but not limited to the subletting and subcontracting Fair Practices Act or any other Agreement requirements relating to substitution of Subcontractors.
 - F. Failure to adhere to at least the level of participation for DVBE proposed by the Contractor may be cause for Agreement termination and recovery of damages under the rights and remedies due the Water Boards.
 - G. If the Contractor is using a DVBE as a subcontractor they must submit to the Water Board's Contract Manager a completed Prime Contractor's DVBE Subcontracting Report, Exhibit D, Attachment 1 yearly during the term of the Agreement and upon completion of the contract.
15. USE OF SMALL BUSINESS SUBCONTRACTORS: All Non-Small Business Subcontractor Preference Request attachments and Small Business Subcontractor/Supplier Acknowledgment attachments, however labeled, completed as a condition of bidding, are incorporated herein and made a part of this Agreement by this reference.
- A. Contractor agrees to use each small business subcontractor/supplier, as identified in previously submitted Non-Small Business Subcontractor Preference Request attachments, unless the Contractor submits a written request for substitution of a like or alternate Subcontractor. All requests for substitution must be approved by the Water Boards, in writing (including email or fax), prior to using a proposed substitute Subcontractor.
 - B. Requests for substitution must be approved by the Contract Manager and must include, at a minimum:
 - 1. An explanation of the reason for the substitution;

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2. A written description of the business enterprise that will be substituted, including its small business certification status;
 3. If substitution of an alternate small business does not occur, include a written justification and description of the steps taken to try to acquire a new small business and how that portion of the Contract will be fulfilled; and
 4. A written description of the work to be performed by the substituted Subcontractor identified by both task (if applicable) and dollar amount or percentage of the overall Contract that the substituted Subcontractor will perform. The substituted business, if approved, must perform a commercially useful function in the Contract pursuant to Title 2, California Code of Regulations §§ 1896.6.
- C. The Water Boards may consent to the substitution in any of the situations set forth in Public Contract Code Section 4107 of the Subletting and Subcontracting Fair Practices Act.
- D. Prior to the approval of the prime Contractor's request for the substitution, the Contract Manager shall give notice in writing to the listed Subcontractor of the prime Contractor's request to substitute and the reasons for the request to substitute. The notice shall be served by certified or registered mail to the last known address of the Subcontractor. The listed Subcontractor that has been so notified shall have five (5) working days after the receipt of the notice to submit written objections to the substitution to the funding program. Failure to file these written objections shall constitute the listed Subcontractor's consent to the substitution. If written objections are filed, the Water Boards shall give notice in writing of at least five (5) working days to the listed Subcontractor of a hearing by the Water Boards on the prime Contractor's request for substitution.
- E. Failure of the Contractor to subcontract with the small businesses listed in its bid or proposal to the Water Boards, or failure to follow applicable substitution rules and regulations may be grounds for the Department of General Services to impose sanctions pursuant to Government Code Section 14842.5 and Title 2, California Code of Regulations § 1896.18 and § 1896.20.
- F. If requested by the Water Boards, Contractor agrees to provide documentation/verification, in a form agreed to by the Water Boards, that small business Subcontractor usage under this Agreement complies with the commitments specified during the Contractor selection process.
16. **FORCE MAJEURE:** Except for defaults of Subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its Subcontractor, and if such default of its Subcontractor, arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

Prime Contractor's DVBE Subcontracting Report Form 810P

State Water Resources Control Board

(Rev. Sept 2016)

Agreement No. 21-030-550

Department:		Dept Contact Name & Phone #	
Dept Address		Contract Number:	
Dept Email Address		Date Contract Entered:	
Prime Contractor:		Date Contract Completed:	
FEIN Number:		Date Final Payment Received:	
Phone Number:			
Address:			
Email Address:			

List all Disabled Veteran Business Enterprise firms involved with this contract.

DVBE Subcontractor(s) Name	DVBE Subcontractor(s) Address	DVBE Number	Total Contracted Amount to DVBE	Total Payment Amount to DVBE	Difference
0	Number of DVBE Subcontractors	Grand Total	\$ -	\$ -	\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Use next tab for additional lines

I declare under penalty of perjury under the laws of the State of California that all information submitted is true and correct.

Prime Contractor	Print Name:		Date:	
	Title:			
	Signature:			

Return within 60 days from receipt of final payment.

Prime Contractor's Form Completion Instructions

GENERAL INFORMATION: Military and Veteran Code (MVC) 999.5(d), Government Code (GC) 14841, and California Code of Regulations (CCR) 1896.78(e) requires all Prime Contractors that had a Disabled Veteran Business Enterprise (DVBE) perform an element of work for a contract to report DVBE information.

Prime Contractors are required to maintain records supporting the information submitted on this form and that all payments to DVBE subcontractor(s) were made.

INCLUDE

- **ONLY ONE contract per Report**
- **All DVBEs that performed an element of work for this contract regardless of tier**

HEADER

Contract Number: Enter the Contract Number

Prime Contractor: Enter the Prime Contractor's name as shown on the contract

FEIN Number: Enter only the **last four digits** of the Federal Employer Identification Number (FEIN) or the Social Security Number (SSN)

Phone Number: Enter the phone number (with area code) of the Prime Contractor

Address: Enter the address of the Prime Contractor

Department: Enter the state department name/contact phone #/ mailing address/ email address

Date Contract Entered: Enter the date contracted was signed

Date Contract Completed: Enter the date contracted work was completed

Date Final Payment Received: Enter the date the **final** payment for work performed was received by the Prime Contractor

Contract Award Amount: Enter the total dollar amount awarded to the Prime Contractor for this contract including all financial amendments

Contract Received Amount: Enter the dollar amount received by the Prime Contractor for this contract

TABLE

DVBE Subcontractor(s) Name: Enter the name of all DVBEs that are listed to perform an element of work or supplies for this contract and any formal approved substitution(s). (Use additional lines if the name does not fit on a single line) All DVBE substitutions must be approved by DGS' Office of Small Business & DVBE Services (MVC § 999.5(e)). Use the next tab for additional lines on the form

DVBE Subcontractor(s) Address: Enter the address of each DVBE (Use additional lines if address does not fit on a single line)

Supplier Number: Enter each DVBE's supplier/certification number

Total Contracted Amount to DVBE: Enter the entire amount contracted to each DVBE

Total Payment Amount to DVBE: Enter the total amount paid to all DVBEs that performed an element of work or were suppliers for this contract

Difference: The system will compute the difference of DVBE dollars contracted compared to dollars paid

SIGNATURE BLOCK

Prime Contractor's Signature: Prime Contractor's printed name, title, signature, and date

Pursuant to PCC 10369, you must submit this completed report to the awarding department/entity listed in the header within 60 days of receipt of final payment.