

REQUEST FOR PROPOSAL SECONDARY

Notice to Prospective Firms

March 5, 2025

You are invited to review and respond to this Request for Proposal Secondary (RFP-II) number 10207845 for Strategic Planning, Project Management, Facilitation/Mediation, and Public Outreach Services. The anticipated term of this agreement is five years with two (2) optional one-year extensions. In submitting your proposal, you must comply with these instructions.

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

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

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

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

Inquiries regarding the processing of this proposal should be referred to Beth Medeiros at (916) 902-6989. Please note that no verbal information given will be binding upon the State unless such information is issued in writing as an official addendum to this solicitation.

Sincerely,

Jonathan Duncan, Acting Division Manager
Division of Planning

Attachment(s)

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NOTICE OF STATE MANDATED SB/DVBE PROGRAM PARTICIPATION REQUIREMENTS**Disabled Veterans Business Enterprise (DVBE) Information**

The Department of Water Resources has determined that DVBE opportunity exists and firms responding to this RFP must comply with DVBE Program requirements. Instructions for completing DVBE program requirements are found in Attachment VI, DWR 9526 - California DVBE Program Requirements. Please review these instructions carefully. When responding to the DVBE program requirements, firms must use the forms contained within this solicitation.

Failure to fulfill the DVBE requirement will render your proposal non-responsive and shall be cause for proposal rejection.

This solicitation also includes DVBE Incentive language. The DVBE Incentive offers firms an incentive calculation for including DVBE subcontractors in their RFP response. Application of the Incentive may place the firm in position to receive award of the RFP. Use of the DVBE Incentive cannot be used to displace a certified small business firm that has been deemed the highest responsive, responsible firm with that of a non-small business. The incentive applied is based on the firm's proposed DVBE commitment. Minimum incentive applied will be three (3) percent and will not to exceed five (5) percent.

Small Business Program Information

If a proposing firm is not a California Certified Small Business and wishes to be considered for the small business calculation preference for this solicitation, proposing firm application for small business must be received by the Department of General Services Office of Small and DVBE Business Services (OSDS) by the proposal due date by close of business. Proposing firms seeking small business certification status must also notify the Department in writing at the time of proposal submission that they have an application for Small Business certification for review and approval at the DGS-OSDS.

Contact the DGS Office of Small Business and DVBE Services (OSDS) at internet website <https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/OSDS/OSDS> or call (916) 375-4940 for certification assistance.

For additional assistance meeting DVBE program requirements or inquiries about Small Business certification, please contact the Department of Water Resources SB/DVBE Program Manager via email SB.DVBE@water.ca.gov.

A. Purpose and Description of Services

The Firm (hereinafter known as “Contractor”) agrees to provide the Strategic Planning, Project Management, Facilitation/Mediation, and Public Outreach Services described in this Scope of Work in support of the California Water Plan (Water Plan), supporting documents, and other strategic planning efforts in the Division of Planning.

B. Proposing Firm Minimum Qualifications

The Contractor agrees to assign individuals to deliver the services required in the Scope of Work who meet or exceed the qualifications described in the following subsections of this RFP. Proposing Firms must include in their proposals detailed resumes and supporting documentation, as needed, for individuals who would perform the required services.

NOTE: Experience cited as evidence of satisfying mandatory qualification requirements must include accomplishments within 2 of the 5 years immediately preceding submission of the Contractor's response to the RFP. Proven expertise and thought leadership in strategic planning, conducting in-depth policy analysis, influencing stakeholder perspectives, and facilitating consensus on innovative policies and investment strategies.

i. Project Management Expertise

Leads assigned to provide Project Management services to Water Plan related activities under this Scope of work must have a minimum of 5 years, with as much as 15 years preferable, of project management experience relevant to California water resources planning activities.

ii. Strategic Planning Expertise

Leads assigned to provide Strategic Planning Services under this Scope of Work must have proven expertise and thought leadership in strategic planning, conducting in-depth policy analysis, influencing stakeholder perspectives, and facilitating consensus on innovative policies and investment strategies, preferably water resources related, that resulted in an adopted or final strategic planning document accepted or approved by a state, federal, or local agency, or California regional planning group.

iii. Water Resources-Related Technical/Professional Expertise

Staff assigned to perform Water Plan related consultant services must be conversant with the Water Plan planning processes and demonstrate an understanding of the major water resources, laws, regulations, organizational policies, and associated issues facing California's decision makers and lead must have a minimum of 5 years of experience. This understanding includes a range of technical topics such as, but not limited to, economics, environmental justice, hydrology, groundwater quality, built and natural water system infrastructure, ecosystems services, and ecological processes.

Staff assigned must have expertise in water modeling, specifically WEAP model development.

Staff assigned must have expertise in developing insights from existing data including: manipulation of large datasets; synthesizing data from diverse sources, including compound impacts, to assess system performance with indicators (e.g., integrating predictive models with trends models); developing predictive tools to assess risk exposure and asset vulnerabilities; creating appropriate databases to organize and easily access large volumes of data; and presenting indicators and metrics in an integrated tool.

iv. Facilitation/Mediation Expertise

Leads assigned to provide Facilitation Services with Water Resources knowledge and understanding of Water Policies under this Scope of Work must have a minimum of 5 years of experience serving as a facilitator/mediator that includes one or more of the specific types of projects listed below:

- a. Served as a neutral facilitator/mediator to help resolve conflicts or disputes between California's water resources interested parties.
- b. Served as a lead facilitator/mediator in complex, technical water resources programs including interested parties, such as Water Plan Update 2023 or Sustainable Groundwater Management Act (SGMA) implementation.
- c. Demonstrated in-depth knowledge of the technical aspects of water management, especially the resource management strategies, integrate water management and sustainable financing need, equity, Tribal, and environmental justice.
- d. Demonstrated knowledge and experience with facilitating the discussion processes involved in DWR's water management planning processes at the watershed, regional, or statewide levels.

v. Public Outreach Expertise

Leads assigned to provide Public Outreach Services under this Scope of Work must have a minimum of 3 years of direct experience in designing and delivering public outreach campaigns for government agencies, Tribes or local IRWM groups, including identification of alternate methods of reaching targeted segments of the public.

- (a) Demonstrated knowledge and experience with California open meeting laws, including the Brown Act and meeting notice requirements for public meetings.
- (b) Demonstrated knowledge and experience reaching targeted segments of the public. Bonus point for experience working with Tribes.
- (c) Demonstrated knowledge and experience working with DWR PAO to conduct a social media campaign.
- (d) Demonstrated knowledge and experience meeting California accessibility requirements in all materials (for public meetings).

C. Proposal Requirements and Information**1. PROPOSAL KEY ACTION DATES**

All proposing firms must adhere to the following time schedule.

RFP available to prospective proposing firms on	Friday, March 7
Technical questions must be submitted by	Monday, March 17 at 3:00 pm
Answers to technical questions will be disseminated by	Friday, March 21 at 5:00pm
Proposals must be received by	Wednesday, April 2 at 12:00pm
Anticipated start date of agreement is	July 2025

2. LOCATION WHERE WORK WILL BE PERFORMED:

Sacramento, CA

3. QUESTIONS AND ANSWERS

Technical questions must be submitted in writing to elizabeth.medeiros@water.ca.gov and received by DWR on or before Monday, March 17 at 3:00pm. DWR will provide answers in writing to all potential proposing firms by Friday, March 21 at 5:00pm.

4. WORK PLAN AND WORK SCHEDULE/TECHNICAL PROPOSAL REQUIREMENTS

The proposing firm shall develop a work plan or schedule for task completion. If applicable, identify each major task, necessary subtask, and/or specifics by which progress can be measured and payments made. Proposing firms may need to include the following information:

- a. Project Personnel: List all personnel who will be working on the project. Include resumes which explain their titles, roles, responsibilities, and qualifications.
- b. Facilities and Resources: Explain where the services will be provided and what type of equipment and/or other resources are needed to perform the services.

5. COST PROPOSAL FORMAT AND REQUIREMENTS

The proposing firm shall use the Cost Proposal Worksheets (Bid Sheets) to provide their cost proposal. The Cost Proposal Worksheet shall be submitted in the same envelope as the proposal.

6. SUBMISSION OF PROPOSAL

- a. Proposals must be submitted by mail, hand delivery, UPS, express mail, or Federal Express to:

- i. Proposals by USPS must be submitted to:

Department of Water Resources
Attn: Sloan Bryja
P.O. Box 942836
715 P Street, 7th Fl. DBS #19
Sacramento, California 94236-0001

- ii. Proposals by hand delivery, must be submitted to Sloan Bryja on or before the bid date and time. Please coordinate a day and time via phone (916) 291-8821 or e-mail Sloan.Bryja@water.ca.gov.

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

Department of Water Resources
Contract Services
Attn: Sloan Bryja
715 P Street, 7th Fl., DBS #19
Sacramento, California 95814

- b. Proposals should provide straightforward and concise descriptions of the proposing firm's ability to satisfy the requirements of this RFP.
- c. If the proposal is made under a fictitious name or business title, the actual legal name of the proposing firm must be provided.
- d. Due to limited storage space, the proposal package should be prepared using the least expensive method (i.e. cover page with staple in upper left-hand corner, no fancy bindings).
- e. All proposals must include original signatures on the following documents: Proposal/Proposing firm Certification Sheet and any other documents specified in the Proposal Checklist.
- f. Proposals not including the documents identified in the Proposal Checklist shall be deemed non-responsive and will be rejected.
- g. All proposals are to be sent to DWR within the time frame indicated in the Time Schedule. Proposals received after the due date and time will be returned unopened to the prospective proposing firm.
- h. All proposals must be submitted under sealed cover. The sealed cover must contain all documents listed in the Proposal Checklist. The outside of the sealed cover must be plainly marked with the RFP title and number, must show your firm's name and address, and must be marked with "DO NOT OPEN."

- i. Proposals not submitted under sealed cover will be rejected. A minimum of two signed proposals must be submitted. One proposal must be submitted in hardcopy. One proposal must be submitted in an electronic format (Word and/or PDF File) on a USB Drive. Both proposals must be signed and submitted in the same envelope. USB Drives can be returned at the request of the proposing firm once the solicitation is concluded.
- j. Proposals not submitted under sealed cover will be rejected. A minimum of two original signed proposals must be submitted. Both proposals must be submitted in the same envelope.
- k. Proposals must be submitted for the entire service described within the Scope of Work. Deviations from the specifications will not be considered and will be cause for rejection of the proposal.
- l. The State does not accept alternate language from a proposing firm. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- m. A proposal may be rejected if conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may waive any immaterial deviation in a proposal. The State's waiver of immaterial defect shall in no way modify the RFP document or excuse the proposing firm from full compliance with the objectives if awarded the Agreement.
- n. Costs for developing proposals and preparation of award of the Agreement are entirely the responsibility of the proposing firm and shall not be chargeable to the State of California.
- o. This RFP must be signed by an individual who is authorized to bind the proposing firm contractually. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal will be rejected.
- p. A proposing firm may modify a proposal after its submission by withdrawal and resubmission before the proposal due date. Modification of a proposal offered in any other manner, oral or written, will not be considered.
- q. A proposing firm may withdraw their proposal by submitting a written request to the State for its withdrawal, signed by the proposing firm or an agent authorized in accordance with paragraph p above. A proposing firm may thereafter submit a new proposal before the proposal submission deadline. Proposals may not be withdrawn after the proposal due date. Proposals received after the due date and time will be returned unopened to the prospective proposing firm.
- r. DWR may modify the RFP prior to the date fixed for submission of proposals by the issuance of an Addendum to all parties who received a proposal package. This Addendum will also be posted on the State's eProcurement website found at www.Cal eProcure.com.
- s. If all proposals are too high, DWR is not required to award an Agreement.

- t. The State may reject all proposals if deemed necessary.
- u. The proposals submitted, including costs, will become public when DWR has completed its evaluation and announces the responsible proposer who has been given the highest score.
- v. Proposing firms are cautioned not to rely on the State during the evaluation to discover and report all defects and errors in the proposal documents. Proposing firms should carefully proof read documents for errors and adherence to the RFP requirements prior to proposal submittal.
- w. Where applicable, the proposing firm should carefully examine the worksite and specifications. Proposing firm shall investigate the conditions, character, quality of surface, subsurface materials, or obstacles to be encountered. No additions to the Agreement amount will be made because of failure to thoroughly examine the worksite and specifications.
- x. More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. Reasonable grounds for believing that any proposing firm has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that proposing firm. If there is reason for believing that collusion exists among the proposing firm, none of the participants in such collusion will be considered in this or future procurements.

7. EVALUATION AND SELECTION PROCESS

- a. The State will put each proposal through a process of evaluation to determine the responsiveness of proposing firms to the State's needs. The final selection will be made on the basis of the highest scoring proposal meeting the specifications.
- b. Proposals containing false or misleading statements or providing references that do not support an attribute or condition claimed by the proposing firm may be rejected. If, in the opinion of the State, information was intended to mislead the State in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for rejection of the proposal.
- c. If there are tied proposals, DWR will draw straws to pick the winning proposing firm. The drawing will be witnessed and documented by two or more DWR employees.
- d. The evaluation process will consist of three phases.
 - I. In Phase One, proposals are reviewed to ensure that all documentation has been submitted in compliance with the requirements of this RFP. DWR will review all of the following documents to determine that each is enclosed and properly completed. Failure to meet these administrative requirements shall cause a proposal to be deemed non-responsive and therefore ineligible for the next step of the RFP evaluation process.

1. Attachment I - Bid Sheet
 2. Attachment II – Proposal/Proposing Firm Certification Sheet
 3. Attachment III – Proposing Firm References
 4. Attachment IV – Darfur Contracting Act Certification
 5. Attachment VIII – California Civil Rights Laws Attachment
 6. Attachment IX – Iran Contracting Act
 7. Small Business Certification (when applicable)
 8. Completion of DVBE compliance documentation:
 - a) Bidder Certification of DVBE Participation (DWR 9526) (Attachment V)
 - b) DVBE Declaration – Std. 843 (Attachment VI)
 - c) Bidder Declaration – GSPD-05-105 (Attachment VII)
 - d) OSDS DVBE Certification from DGS
 - e) DWR DVBE Advocate’s Notification of Compliance (*if obtained in advance*)
 9. Work Plan and Work Schedule/Technical Proposal
 10. Resumes for all personnel
- II. Phase Two will consist of an evaluation of the Work Plan and Work Schedule/Technical Proposal and Cost Proposal based on the criteria below.

Rating/Scoring Criteria	Maximum Possible Points
Education	4
Experience	36
Work Plan and Work Schedule/ Technical Proposal	20
Effective Timeframes	5
Cost Proposal	35
Total Possible Points	100

Full Scoring Criteria can be found on the following page.

Proposing Firm's Minimum Qualifications	Pass / Fail?	Evaluation Criteria Scoring for Qualification/Experience
Education [What kind of education are you looking for and for how many years? Please list relevant team member educational achievements and relevant professional training.	No	Maximum 4 points available 4 – team has multiple relevant undergraduate and graduate degrees, including classes in water modeling, facilitation and mediation and professional certificate trainings 3 – team has multiple relevant undergraduate and graduate degrees and relevant professional certificate trainings 2 – team has multiple relevant undergraduate and graduate degrees 1 – team has a few relevant undergraduate and graduate degrees
Project Management Expertise Leads assigned to provide Project Management services to Water Plan related activities under this Scope of work must have a minimum of 5 years, with as much as 15 years preferable, of project management experience relevant to California water resources planning activities. (Please describe)	Yes	Maximum 4 points available 4 points 15+ years in very complex, statewide or multi-region California water resources planning 3 points 10+ years in very complex statewide multi-region California water resources planning 2 points 5+ years in complex multi-region CA water resources planning 1 points 5+ years in local and regional water resources planning
Strategic Planning Expertise Leads assigned to provide Strategic Planning Services under this Scope of Work must have a minimum of 5 years of experience in driving strategic planning, conducting in-depth policy analysis, influencing stakeholder perspectives, and facilitating consensus on innovative policies and investment strategies projects, preferably water resources related, that resulted in an adopted or final strategic planning document accepted or approved by a state, federal, Tribe, or local agency, or California regional planning group.	Yes	Maximum 8 points available 8 points - Leadership role in developing more than five adopted strategic plans involving multi-party complex water resources challenges in different California regions and at different levels of government. 6 points – Leadership role in developing three to five adopted strategic plans involving multi-party complex water resources challenges in different California regions and at different levels of government 4 points - Leadership role in developing three to five adopted strategic plans involving multi-party water resources challenges, primarily in one California region or at one level of government 2 points– Leadership role in developing at least one adopted strategic plan involving multi-party water resources challenges outside California. 1 point – Participation in developing at least one adopted strategic plan involving water resource challenges inside California)

<p>Water Resources-Related Technical/Professional Expertise</p> <p>a. Staff assigned to perform Water Plan related consultant services must be conversant with the Water Plan planning processes and demonstrate an understanding of the major water resources, laws, regulations, organizational policies, and associated issues facing California's decision makers and lead must have a minimum of 5 years of experience. This understanding includes a range of technical topics such as, but not limited to, economics, environmental justice, hydrology, built and natural water system infrastructure, ecosystems services, and ecological processes.</p> <p>b. Expertise in water modeling, specifically including WEAP model development</p> <p>c. Additional expertise in developing insights from existing data including: manipulation of large datasets; synthesizing data from diverse sources, including compound impacts, to assess system performance with indicators (e.g., integrating predictive models with trends models); developing predictive tools to assess risk exposure and asset vulnerabilities; creating appropriate databases to organize and easily access large volumes of data; and presenting indicators and metrics in an integrated tool</p>	<p>Yes</p>	<p>Maximum 15 points available (A:6/B:4/C:5)</p> <p>A. General knowledge 6 pts total, 1 point for demonstrated knowledge in each category unless otherwise specified:</p> <ol style="list-style-type: none"> Economics <ul style="list-style-type: none"> 2 points for demonstrated examples of applying economic principles developing economic impacts related to California water management. 1-point for understanding of core economic principles needed for developing economic impacts related to California water management Hydrology Built and natural water system infrastructure Ecosystem services Ecological processes <p>B. WEAP Model development expertise 4 points total,</p> <ul style="list-style-type: none"> 4 points for 5+ years of experience in developing WEAP models accepted by state entities within California 3 points for 5+ years of experience in developing WEAP models accepted by federal entities or local entities within California 2 points for 4+ years of experience in developing WEAP models anywhere in the world 1 point for 2+ years of experience developing WEAP models <p>C. Expertise in developing insights from existing data 5 points total, 1 point for demonstrated knowledge in each category</p> <ol style="list-style-type: none"> manipulation of large datasets (datasets with more than 1 million records requiring processing tools beyond MS Excel) synthesizing data from diverse sources, including compound impacts, to assess system performance with indicators (e.g., integrating predictive models with trends models) developing predictive tools to assess risk exposure and asset vulnerabilities creating appropriate databases to organize and easily access large volumes of data presenting indicators and metrics in an integrated tool
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<p>Facilitation/Mediation Expertise</p> <p>Leads assigned to provide Facilitation Services with water resources knowledge and understanding of water policies under this Scope of Work must have a minimum of 5 years of experience serving as a facilitator/mediator that includes one or more of the specific types of projects listed below:</p>	Yes	<p>Maximum 5 points available Up to two points for each bullet item with a max of 5 total.</p> <ol style="list-style-type: none"> 1. Served as a neutral facilitator/mediator to help resolve conflicts or disputes between California's water resources interested parties. 2. Served as facilitator/mediator in complex, multi-party, multi-disciplinary, multi-region technical water resources programs, such as Water Plan Update 2023 or Sustainable Groundwater Management Act (SGMA) implementation. 3. Demonstrated in-depth knowledge of the technical aspects of water management, especially the resource management strategies, integrated water management and sustainable financing need, equity, Tribal, and environmental justice. Demonstrated knowledge and experience with facilitating the discussion processes involved in DWR's water management planning processes at the watershed, regional, or statewide levels. 4. Demonstrated knowledge and experience of the logistics of conducting large meetings, including the registration software, selection of venue, running audiovisual equipment, and handling agendas and handouts and presentations.
<p>Public Outreach Expertise</p> <p>Leads assigned to provide Public Outreach Services under this Scope of Work must have a minimum of 3 years of direct experience in designing and delivering public outreach campaigns for government agencies or local IRWM groups, including identification of alternate methods of reaching targeted segments of the public.</p>	Yes	<p>Maximum 4 points available</p> <ol style="list-style-type: none"> 1. Demonstrated knowledge and experience with California open meeting laws, including the Brown Act and meeting notice requirements for public meetings. (1 point) 2. Demonstrated knowledge and experience reaching targeted segments of the public. (1 point) Bonus point for experience working with Tribes. 3. Demonstrated knowledge and experience working with DWR PAO to conduct a social media campaign. 4. Demonstrated knowledge and experience meeting California accessibility requirements in all materials, including public meetings.
<p>Work Plan and Work Schedule / Technical Proposal</p> <p>Work Plan consist of Water Plan component to include Water Code requirements. Draft Report/Final Report/ Public Meeting in Delta/ Comment period Technical component AE Report/ Future Scenarios/RMS Time schedule to complete of Water Plan by 2028.</p>	No	<p>Maximum 20 points available</p> <ol style="list-style-type: none"> 1. Demonstrate understanding of Draft Report/Final Report/ Public Meeting in Delta & Comments (10 points) 2. Demonstrate understanding of technical component that goes into the Water Plan, AE Report/ Future Scenarios/RMS (10 points)
<p>Effective Timeframes</p> <p>Looking for a proposal that indicates an awareness of the Water Plan production schedule: holding meetings in 2025, 2026 and 2027, the lead time for writing documents, the turn-around on getting administrative approval for the public draft (2027) and the final draft (2028).</p>	No	<p>Maximum 5 points available</p> <ol style="list-style-type: none"> 1. Show Draft/Final and Comment Period (3 point) 2. Show Technical supporting document Assumption & Estimate, RMS, Regional Report (2 point)
<p>Cost Proposal</p>	No	<p>Maximum 35 points available Cost Proposal with the lowest cost: 35 points Cost Proposal with the second lowest cost: 33 points Cost Proposal with the third lowest cost: 31 points, etc.</p>
<p>Total Points out of 100</p>		

The DWR Evaluation Team will score the submittals based on percentages for levels of quality for each scoring criterion. The percentages will then be translated to points based upon the weight of each factor. For example, under “Effective Timeframes,” if a proposing firm’s response is considered “Excellent,” it will receive 9 points (0.9 x 10). The same approach will be used for all categories, except the scoring of the Cost Proposal.

Percentage of maximum points	Description
Non-Compliant 0%	Fails to address the component or the proposing firm does not describe any experience related to the component.
Poor 30%	Minimally addresses the section, but one or more major considerations of the component are not addressed, or so limited that it results in a low degree of confidence in the proposing firm’s response.
Fair 70%	The response addresses the section, but minor considerations may not be addressed. Acceptable degree of confidence in the proposing firm’s response.
Good 80%	The response fully addresses the section and provides a good quality solution. Good degree of confidence in the proposing firm’s response.
Excellent 90%	All considerations of the section are addressed with a high degree of confidence in the proposing firm’s response.
Outstanding 100%	All considerations of the section are addressed with the highest degree of confidence in the firm’s response or proposed solution. The response exceeds the requirements in providing superior experience for all categories and creative approach.

Proposing firms shall submit their Cost Proposals on the Cost Proposal Worksheet. If no proposal contains a Cost Proposal, which in the opinion of DWR is a reasonable price, DWR is not required to award a contract (Public Contract Code section 10344(d)). Each firm’s Cost Proposal score will be based on the ratio of its total cost to the total cost associated with the lowest responsive proposal multiplied by the maximum number of cost points. The Cost Proposal score will be rounded to the nearest whole integer. An example of this calculation is shown below:

$$\frac{\text{Lowest Firm's Total Cost}}{\text{Firm's Total Cost}} \times 30 = \text{Bidder's Cost Score}$$

Cost Score Sample

Firm	Total Cost Proposal	Calculation	Cost Proposal Score
A	\$175,000	$\frac{\$100,000 \text{ (Bidder B)} \times 30}{\$175,000 \text{ (Bidder A)}}$	17
B	\$100,000	$\frac{\$100,000 \text{ (Bidder B)} \times 30}{\$100,000 \text{ (Bidder B)}}$	30

C	\$150,000	$\frac{\$100,000 \text{ (Bidder B)} \times 30}{\$150,000 \text{ (Bidder C)}}$	20
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III. In Phase Three, Small Business Preferences and DVBE Incentive calculations will be completed as necessary prior to contract award. The application of the Small Business Preference and DVBE Incentives may result in the displacement of a previously high scoring firm.

1. Proposing firms that are Small Business certified by DGS, Office of Small Business and DVBE Services (OSDS) may receive a five (5) percent preference calculation. The Small Business (SB) preference will be calculated by factoring five (5) percent of the highest scored points and adding those points to that of the certified Small Business.

Example:	High Score:	95 points
	Small Business Score:	91 points
	95×0.05 SB preference =	4.75 points
	Small Business Score:	91 points
	SB Points:	<u>4.75 points</u>
		95.75 points

In the example above, the SB would achieve a high point score and be in line for contract award.

2. The DVBE Program Incentive is applied during Phase Three and may result in the increase of a firm's total points, placing them in line for award. Application of the DVBE Incentive is based on the number of total possible points specified.

The following example is based on 100 total possible points:

Confirmed DVBE Participation	Possible Points Calculation
5% and Over	5% X 100 = 5 Points
4% - 4.99% inclusive	4% x 100 = 4 Points
3% - 3.99% inclusive	3% x 100 = 3 Points
2% - 2.99% inclusive	2% x 100 = 2 Points
1% - 1.99% inclusive	1% x 100 = 1 Point

- a) Once all proposals are evaluated for the factors indicated under the Rating/Scoring Criteria above, the DVBE Incentive will be calculated and those points will be factored into the total points of those firms with lower scores that have identified DVBE participation levels as outlined in the above table. The points applied may result in a firm achieving high points placing them in line for the solicitation award.
- b) A Small Business firm may be displaced by another firm achieving higher points as a result of the DVBE Incentive application.

- c) An Evaluation Committee shall conduct the scoring and review the results submitted.
- d) Only firms that are certified as small business by the Department of General Services, Office of Small Business Certification and Resources, receive a 5 percent preference. The preference is applied by the Department before the contract is awarded.

3. DVBE Incentive Application – Allowable Incentive Amounts

- a) When the DVBE program is a required component of the solicitation, the minimum acceptable commitment level is three (3) percent. Incentive amounts applied begin at three percent and will not exceed five (5) percent.
- b) When the Department waives DVBE program compliance from a solicitation, a responding firm's DVBE participation is optional. Firms proposing DVBE participation are eligible to receive a DVBE incentive calculation from one (1) to five (5) percent. The incentive applied will be at the level of proposed DVBE commitment.

Example scale using high score method:

Available points example using sliding scale:

Administrative:	200 points
Technical proposal:	400 points
Cost proposal:	600 points
Total:	1200 points

Confirmed DVBE Participation	Possible Points Calculation:
1% - 1.99% inclusive	1% X 1200 = 12
2% - 2.99% inclusive	2% X 1200 = 24
3% - 3.99% inclusive	3% X 1200 = 36
4% - 4.99% inclusive	4% X 1200 = 48
5% and Higher	5% X 1200 = 60

In the example above, there are 60 maximum DVBE Incentive points possible.

Example results using high score method:

Proposing Firm	A	B	C
Responsive/Responsible	Yes	Yes	Yes
Total Points	1050	1155	1125
Eligible Preference	SB	None	SB
SB Preference points achieved	57.75	0	57.75
Points Subtotal	1107.75	1155	1182.75
Rank	3	2	1
DVBE Participation	No (0%)	Yes (5%)	Yes (2%)
Incentive Points Applied	None	60	24
Adjusted Points	1107.75	1215	1206.75
New Rank	3	1	2

4. Order of Evaluation

- a) Small Business Preference is calculated by multiplying the highest total points achieved by 5% and adding the resulting calculation to the total points of the Small Business firm. In this sample the calculation was based on 1155 points x .05 resulting in 57.75 additional points added to the certified Small Businesses (A and C).
- b) DVBE Incentive Points are factored by multiplying the DVBE participation (%) identified by the total possible points that could be awarded (1200). This amount is then added to the firm's total points. In the sample above, Firm B had 60 additional points added (.05% x 1200 total points available) to their total points placing them first for award. Firm C received 24 Incentive points, but this was not enough to place them first for award.
- c) Under the High Score Method, it is possible to displace a high point Certified Small Business with the Application of the DVBE Incentive.

8. TAX DELINQUENT STATUS VERIFICATION

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

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

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

Franchise Tax Board – Top 500 Delinquent Tax Payers

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

9. GENERATIVE ARTIFICIAL INTELLIGENCE (GEN AI) DISCLOSURE

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

10. NOTICE OF INTENT TO AWARD AND PROTEST

- a. A Notice of Intent to Award will be posted on Cal eProcure for five (5) business days. All proposing entities will be officially notified via Cal eProcure that the Notice of Intent to Award is posted.
- b. Public inspection of all proposals and score sheets will be allowed after the Notice of Intent to Award has been posted.
- c. Contracts shall be awarded only after a Notice of Intent to Award has been posted in a place accessible by the general public, including any internet site identified in this RFP, for five (5) business days.
- d. Prior to the award, a proposing firm who claims he/she would have been eligible for the award of the contract, may protest the proposed award if DWR had scored his or her proposal correctly or if DWR had correctly followed the procedures specified in the Public Contract Code.
- e. A protestant must meet the burden of proof that DWR has committed a material error in the conduct of the proposal award process.
- f. Within five business days of filing the protest, the protestant must submit a detailed written

statement of protest if the original protest did not contain the complete grounds for the protest.

- g. Both the original protest and/or the detailed statement of protest, if any, must include the RFP number, the name of the State Agency involved, agency contact person, and protestant's fax number, if any.
- h. The protest documents may be sent by regular mail, email, courier, or personal delivery to:
 Department of General Services
 Office of Legal Services
 Attention: Bid Protest Coordinator
 707 Third Street, 7th Floor, Suite 7-330
 West Sacramento, CA 95605
 Bid Protest Coordinator Email address: OLSProtests@dgs.ca.gov

AND

Department of Water Resources
 Contract Specialist Email Address: Sloan.Bryja@water.ca.gov

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

11. DISPOSITION OF PROPOSALS

Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California and will be regarded as public records under the California Public Records Act (Government Code Section 7920 et seq.) and are subject to review by the public. The State cannot prevent the disclosure of public documents. However, the contents of all proposals, draft proposals, correspondence, agenda, memoranda, working papers, or any other medium that discloses any aspect of a proposing firm's proposal, shall be held in the strictest confidence until the Notice of Intent to Award is posted. Proposals may be returned at the request and expense of the proposing firm.

D. Standard Conditions of Service

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

E. Payee Data Record

- 1. The Contractor awarded this Agreement must have completed and submitted form STD 204, Payee Data Record, to determine if the Contractor is subject to a seven percent State

Income Tax withholding pursuant to California Revenue and Taxation Code Sections 18662, 18805, and 26131.

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

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

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

G. Economic Incentive Program

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

TACPA CONTRACT PREFERENCE

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

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

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

- TACPA Preference Request (STD 830):
<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std830.pdf>
- Bidder's Summary of Contract Activities and Labor Hours:
<http://www.documents.dgs.ca.gov/pd/edip/bidsum526.pdf>
- Manufacturer's Summary of Contract Activities and Labor Hours:
<http://www.documents.dgs.ca.gov/pd/dispute/mfgsum525.pdf>

Any questions regarding the TACPA preference should be directed to the Department of General Services, Procurement Division at (916) 375-4609.

H. Small Business Program

1. The Small Business Procurement and Contract Act (Gov. Code Section 14835 et. seq.) requires that a fair share of the State's purchases and contracts for goods, information technology services and construction be placed with a certified small business or micro-business. The Act mandates that state agencies:
 - a. Establish participation goals,
 - b. Provide a 5% small business calculation preference, and
 - c. Provide the opportunity for proposing firms to receive a 5% non-small business calculation preference when achieving 25% small business participation through subcontracted efforts.

2. SMALL BUSINESS PREFERENCE

The Small Business preference provides certified small businesses and micro-businesses a calculation preference in the amount of five percent (5%) of the highest scored responsible and responsive proposal submitted by a proposing firm who is not a certified small business. The small business preference is used as a calculation for determining the highest score and does not affect the actual price proposed.

The awarding department grants a certified small business a five percent (5%) Small Business preference on a proposal evaluation when a responsible non-small business has submitted the highest scored, responsive proposal pursuant to the evaluation solicitation method identified in a the proposal and the certified small business:

- a. Includes in its bid a notification to the awarding department that it is a small business or that it has submitted to the DGS OSDS a complete application no later than 5:00 p.m. on the bid due date, and is subsequently certified by the Department of General Services as a small business; and
- b. Submits a timely, responsive bid; and
- c. Has been determined to be a responsible bidder.

Firms having pending Small Business or DVBE Certification applications under review by the Department of General Services concurrent with the proposal time frame should contact DGS/OSDS to request an expedite review/approval of their application in order to be considered for the small business preference during the evaluation of this proposal. Contact DGS/OSDS at (916) 375-4940 to obtain information about the application expedite process.

Firms must notify the Department in writing at the time of the proposal submission that they have an application for Small Business or DVBE certification under review at the DGS Office of Small and Disabled Veteran Business Certification, and that they wish to be considered for the Small Business Preference Calculation.

3. NON-SMALL BUSINESS PREFERENCE

The non-small business preference calculation may be applied when:

- a. A responsible non-small business has agreed to subcontract a minimum of 25% of the net price proposed with a certified Small Business,
- b. The non-small business firm is not the highest scored firm, and
- c. The firm has submitted a responsive proposal.

Non-small business firms will be granted a five percent (5%) non-small business preference on a proposal evaluation by the awarding department if a responsible non-small business has been ranked as the highest scored proposal pursuant to the evaluation of the solicitation under the following conditions:

- a. The firm has included in its bid a notification to the awarding department that it commits to subcontract at least twenty-five percent (25%) of its net bid price with one or more OSDS certified small business(s) and
- b. The firm has submitted a timely, responsive bid; and
- c. The firm is determined to be a responsible bidder; and
- d. The firm identifies OSDS certified small business(s) it commits to subcontract with. The bidder shall list certified SB subcontractors and include their name, address, phone number, a description of the work to be performed, and the percentage (as specified in the solicitation) per subcontractor.

4. NON-SMALL BUSINESS PREFERENCE CALCULATION

The Non-small business calculation preference five percent (5%) is used for bid evaluation purposes when there is at least one competing non-small business subcontracting at least twenty-five percent of its net price proposed to one or more certified small businesses, and award of the contract is made on the basis of the highest scored responsive, responsible bidder. The preference shall be computed as follows:

Firm A - High Score:	1250 Points – Not a certified small business firm
Firm B - Non-SB Proposal:	1195 Points – Prime firm includes 25% to certified SB subcontractor participation
Preference Calculation:	$1250 \times .05 (5\%) = 62.50$
Firm B Non-SB Bidder Bid:	1195.00
Calculated preference	<u>+62.50</u>
	1257.50 points

Award is made to Firm B as the highest scored firm with 1257.50 points.

5. TIES BETWEEN CERTIFIED SMALL BUSINESSES AND DVBE BUSINESSES

In the event of a precise tie between the proposal score of a small business and the proposal score of a disabled veteran enterprise, the award shall go to the disabled veteran that is also a small business.

6. MAXIMUM ALLOWABLE PREFERENCES

In no event shall the amount of the small business or non-small business subcontractor preferences awarded on a single proposal exceed \$50,000, and in no event shall the combined cost of the small business or non-small business subcontractor preference and preferences awarded pursuant to any other provision of law exceed \$100,000. The five percent (5%) calculation preference is used for computation purposes only and does not alter or affect the actual proposal price or the amount of the executed contract. When a certified small business is responsive, responsible, and the highest scored firm, there is no need to compute the small business preference as the small business is already the highest scoring firm.

7. COMMERCIALLY USEFUL FUNCTION (*Government Code 14837*)

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

The term “small business contractor, subcontractor or supplier” means any person or entity that satisfies the ownership (or management) and control requirements in accordance with Government Code Section 14847 (d) (4) and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function. A person or an entity is deemed to perform a “commercially useful function” if that person or entity does **all** of the following:

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

8. SMALL BUSINESS - DVBE PROPOSING FIRM CUF REQUIREMENTS

The Department will determine, to the best of its ability, that your firm meets the criteria above for “commercially useful function”. In responding to this solicitation, you are confirming that, under Government Code 14837 Section 1, (d) (4) above, your business provides goods and/or services meet the definition of “commercially useful function”. In responding to this solicitation, you are confirming that, under CCR 1896.1 above, your business provides goods and/or services meet the definition of “commercially useful function”. All proposing firms are required to provide CUF documentation using the attached State’s Proposing firm Declaration Form GSPD-05-105, Attachment VII, included in the solicitation document. When completing the declaration, proposing firms must identify all subcontractors proposed for participation in the contract. Any proposing firm awarded a

contract is contractually obligated to use the subcontractor for the corresponding work defined unless the State agrees to a substitution.

9. PENDING SMALL BUSINESS CERTIFICATION

If your firm is seeking small business certification in order to be considered for small business preference related to this solicitation, you must have: 1) notified DGS, Office of Small Business and DVBE Services (OSDS) that you are responding to a solicitation and are seeking an Expedite Review of your small business certification application in response to the solicitation, 2) provided DGS OSDS with the proposal Key Action Dates page from the RFP itself and 3) must have submitted a complete application with all required forms and documentation to OSDS for review and approval by close of business on the Proposal Submittal due date.

Notify the Department if, at the time of proposal submission, your firm has a pending small business application with the Department of General Services, OSDS. The Department will verify your certification is pending or has been approved.

Non-Small Business (NSB) Preference Application

INSTRUCTIONS: Submit one form per subcontractor for participation commitments made to CA-certified SB, MB, or SB-PW firms. (Note. SB-PW certification can only be counted toward SB participation on public works-related contracts/projects.)

SECTION 1 – BIDDER'S BUSINESS INFORMATION

Refer to [ATTACHMENT II, BID/BIDDER CERTIFICATION SHEET](#), which provides Bidder's business information and dated signature of Bidder's authorized representative. That signature certifies compliance with all the requirements of this solicitation, including all NSB Preference Applications.

SECTION 2 – DESCRIBE THE SERVICES AND/OR COMMODITIES TO BE PROVIDED BY THE CA-CERTIFIED SB, MB, OR SB - PW CONTRACTOR IDENTIFIED BELOW IN SECTION 4**SECTION 3 – BIDDER'S SUBCONTRACTOR PARTICIPATION COMMITMENT**

- ☐ Bidder has agreed to commit a combined minimum **25%** of the bid amount to one or more CA-certified SB, MB, or SB-PW firms. Note: SB-PW certification only applies to public works contracts.
- ☐ Bidder commits _____ % to the subcontractor listed below in Section 4.

SECTION 4 – SUBCONTRACTOR'S BUSINESS INFORMATION

FIRM NAME					
CERTIFICATION TYPE					
OSDS CERTIFICATION NUMBER					
FIRM CONTACT					
TELEPHONE		EMAIL			
STREET ADDRESS					
CITY		STATE		ZIP	

Printed Name of Authorized Representative

Signature of Authorized Representative

Date

I. Disabled Veteran Business Enterprise Program

This solicitation includes DVBE program requirements. Please refer to DWR Form 9526, Attachment VI for instructions about program documentation and compliance.

1. DWR PROGRAM MANAGER PRE-REVIEW OF DVBE DOCUMENTATION

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

Upon satisfactory review of the firm's DVBE documentation, the DWR Program Manager issues a Notification of Compliance. To request a pre-review of your DVBE documentation, please email the documentation to the attention of:

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

2. DVBE INCENTIVE PROGRAM FOR RFP SECONDARY

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

The following are key elements of the DVBE Incentive Program:

- a. The DVBE Incentive is applied during the evaluation process and is only applied to responsive proposals from responsible firms proposing the percentage(s) of DVBE participation for the incentive(s) specified in the solicitation.
- b. DVBE Incentive participation is optional and at the discretion of the proposing firm.
- c. When requesting the Incentive application, bidding firms must complete and return the DWR 9526 California DVBE Incentive included within this solicitation with their proposal at time of submission.
- d. The Incentive is calculated by multiplying the solicitation's total points possible by the level of DVBE participation (%) identified by the responding firm. This amount is then added to the firm's total points to determine if they have the high score. Computation is for evaluation purposes only and cannot be used to achieve any applicable minimum point requirements. (CCR 1896.99.100 (d))
- e. Services or commodities provided by the DVBE firm MUST meet the definition of a "Commercially Useful Function" as defined under Government Codes: 14837; 14838.6; 14839; 14842; 14842.5 and Military and Veterans Code 999 and 999.6. A DVBE firm not meeting CUF regulations will render the responding firm ineligible for the DVBE Incentive application.

3. DVBE INCENTIVE APPLICATION BASED ON RFP SECONDARY HIGH SCORE METHOD

Because this solicitation is being conducted as a Request for Proposal (RFP), the DVBE Incentive application will be based on the High Score method and follows the guidelines identified below:

- a. Application of the Incentive is based on the High Score Method. The Incentives shall not exceed 5 percent, nor be less than 1 percent of the total possible available points, not including points for socioeconomic incentives or preferences. (CCR 1896.99.120 (b))
- b. Incentive points are included in the sum of non-cost points.
- c. Incentive points cannot be used to achieve any applicable minimum point requirements
- d. Incentive points may be a “desirable” administrative requirement that awards points based on amounts of participation.

Please see Section C. Proposal Requirements and Information, item 6 Evaluation Process for additional instructions and examples regarding application of the DVBE Incentive High Score Method.

PROPOSAL CHECKLIST

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

DOCUMENTS REQUIRED WITH SUBMISSION OF PROPOSAL

<input type="checkbox"/>	Attachment I - Bid Sheet (<i><u>must</u> be signed and include all pages</i>)
<input type="checkbox"/>	Attachment II – Proposal/Proposing Firm Certification Sheet
<input type="checkbox"/>	Attachment III – Proposing Firm References
<input type="checkbox"/>	Attachment IV – Darfur Contracting Act Certification
<input type="checkbox"/>	Attachment VIII – California Civil Rights Laws Attachment
<input type="checkbox"/>	Attachment IX – Iran Contracting Act
<input type="checkbox"/>	Resumes
SMALL BUSINESS PROGRAM	
<input type="checkbox"/>	Small Business Certification from Office of Small Business and DVBE Services(OSDS) when prime firm is SB or MB certified
<input type="checkbox"/>	Non-Small Business Calculation Preference Request Form (<i>required when the prime is requesting Non-Small Business preference consideration</i>)
<input type="checkbox"/>	Current Small Business Certification for proposed SB subcontractor (<i><u>must</u> accompany a bidder's Non-Small Business Preference request</i>)
DVBE PARTICIPATION PROGRAM	
<input type="checkbox"/>	Attachment V, Bidder Certification of DVBE Participation (DWR 9526)
<input type="checkbox"/>	CA-certified DVBE Primes – attach certification from DGS/OSDS
<input type="checkbox"/>	Attachment VI, DVBE Declaration (Std. 843)
<input type="checkbox"/>	Attachment VII, Bidder Declaration (GSPD-05-105)
<input type="checkbox"/>	DVBE subcontractor(s) – attach certification from DGS/OSDS
<input type="checkbox"/>	DVBE Program Manager's Notification of Compliance (<i>if obtained in advance from the DVBE Program Manager</i>)
ADDITIONAL STATE MANDATED PREFERENCE PROGRAMS	
(Required only when the bidding firm claims following)	
<input type="checkbox"/>	Target Area Contract Preference Act (TACPA) (Std. 830)

DOCUMENTS REQUIRED UPON CONTRACTOR SELECTION

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

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

**ATTACHMENT I
COST PROPOSAL WORKSHEET**

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

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

The proposing firm is required to submit a proposal for each item. Failure to indicate a dollar amount in any item will be grounds to reject the entire proposal. A zero dollar (\$0.00) amount listed for any and all items will be interpreted and understood by the State to mean that the proposing firm indicating a zero dollar amount shall perform any such services, up to and including the quantity indicated, at no cost to the state.

BID SHEETS BEGIN ON THE FOLLOWING PAGE.

PLEASE NOTE: ALL PAGES OF THE BID SHEET MUST BE INITIALED OR THE BID WILL NOT BE ACCEPTED.

ESTIMATED LABOR EXPENSES

	FY 25/26		FY 26/27		FY 27/28		FY 28/29		FY 29/30		FY 30/31		
Job Classification	# Hours /week	Hourly Rate	# Hours /week	Hourly Rate	# Hours /week	Hourly Rate	# Hours /week	Hourly Rate	# Hours /week	Hourly Rate	# Hours /week	Hourly Rate	Total
EXAMPLE	40	\$10.00	40.00	\$11.00	7	\$12.00	5	\$13.00	10	\$14.00	10	\$15.00	\$ 66,508
Strategic Planner													\$
Sr Planner													\$
Planner													\$
Project Manager													\$
Sr Mediator/Facilitator													\$
Managing Sr Mediator/Facilitator													\$
Lead Mediator/Facilitator													\$
Associate Mediator/Facilitator													\$
Assistant Mediator/Facilitator													\$
Administrative Support Staff													\$
Technical Writer/Editor													\$
Data Scientist													\$
Database specialist													\$
Demographer													\$
Economist													\$
Engineer													\$
Engineering Geologist													\$
Environmental Specialist													\$
GIS professional													\$
Sociologist													
Fiscal Year Labor Expense													

Initial here: _____

ESTIMATED TASK BUDGET

Labor Expense by Task Grouping	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30	Total
CA Water Plan Update	Fiscal Year (FY) ends on 06/30/XX					
A. Project Management Services						
Project planning						
Progress reporting						
B. Strategic Planning Services						
Water Management Objectives						
Financing Strategy						
CWP Update 2028 Report Preparation						
Translation Documents						
C. Technical Support, Modeling & Data Management Services						
Technical analysis and documentation activities						
Modeling simulation activities						
Economic activities						
D. Facilitation/Mediation Services						
Pre-meeting preparation activities						
Meeting activities						
E. Post-meeting activities						
Public Outreach Services						
CWP Update 2023 Meetings						
Integrate Water Management Meeting Support						
Subtotal Labor Expense - CWP Update						
F. Additional Services						
Special Studies & assessments						
Water Management Data						
Planning and technical guidance						
Subtotal Labor Costs						
Combined Total Labor Costs						
Operating Expense	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30	Total
Travel and Per Diem						
Photocopying						
Office supplies						
Meeting Facilities & Related						
room rental						
audio/visual equipment rental						
Webinar (or equivalent services)						
meeting supplies (handouts, name cards, pens/pencils)						
Postage; delivery service fees						
(other - specify)						
(other - specify)						
Subtotal Operating Expense						
Total Budgeted Labor and Operating Expense						

Initial here: _____

NO GUARANTEE OF WORK UNDER THIS CONTRACT.

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

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

Company Name

Printed Name and Title of Bidder

Signature of Bidder

Date

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

ATTACHMENT II PROPOSAL/PROPOSING FIRM CERTIFICATION SHEET

This Proposal/Proposing firm Certification Sheet must be signed and returned along with all the required attachments as an entire package in duplicate with **original signatures**. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

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

1. Our all-inclusive proposal is submitted as detailed in Attachment I, Cost Proposal Worksheet.
2. All required attachments are included with this certification sheet.
3. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification. **An unsigned Proposal/Proposing Firm Certification Sheet will be cause for rejection.**

1. Company Name	2. Telephone Number	2a. Email
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)		8. California Corporation No.
9. Indicate applicable license and/or certification information:		
10. Bidder's Name (Print)	11. Title	
12. Signature	13. Date	
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSDS) as:		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>California Small Business</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, enter certification number:</p> </div> <div style="width: 45%;"> <p>Disabled Veteran Business Enterprise</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, enter your service code below:</p> </div> </div>		
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes".		
Date application was submitted to OSDS, if an application is pending:		

Completion Instructions for Proposal/Proposing firm Certification Sheet

Complete the numbered items on the
Proposal/Proposing firm Certification Sheet by following the instructions below.

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

**ATTACHMENT III
PROPOSING FIRM REFERENCES**

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

REFERENCE 1			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number ()		
Dates of Service			
Brief Description of Service Provided:			
REFERENCE 2			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number ()		
Dates of Service			
Brief Description of Service Provided:			
REFERENCE 3			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number ()		
Dates of Service			
Brief Description of Service Provided:			

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

**ATTACHMENT IV
DARFUR CONTRACTING ACT CERTIFICATION**

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

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

_____ 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

_____ We are a scrutinized company as defined in Public Contract Code section 10476,
initials 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

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

CERTIFICATION

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

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

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

ATTACHMENT V

State of California

DEPARTMENT OF WATER RESOURCES

California Natural Resources Agency

**CALIFORNIA
DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
PROGRAM REQUIREMENTS**

DWR is firmly committed to meeting or exceeding the State's minimum annual DVBE participation goal of three percent (3.0%) of total "reportable" (i.e. non-governmental) procurements. The Department also has the authority to exempt specific contracts, when justified, from mandatory DVBE participation.

Page 4 of this solicitation indicates whether bidders responding to this solicitation *must* comply with DVBE participation requirements or, if waived, can *voluntarily* seek the DVBE Incentive calculation during the bid evaluation process.

A. Program Requirements

1. Only firms certified by Department of General Services / Office of Small Business and DVBE Services (DGS/OSDS) may be used to satisfy DVBE participation requirements.
2. Bidders holding a current DVBE certification from DGS/OSDS are not required to partner with DVBE subcontractors.
3. If DVBE participation is mandatory and, unless a different percentage is specified on page 4 of this solicitation, bidders *must* make a minimum three (3.0%) combined participation commitment to one or more CA-certified DVBE subcontractors.
4. *Failure to fulfill mandatory DVBE requirements will render bids non-responsive and will result in bid rejection.*
5. If DVBE participation is voluntary, bidders are strongly encouraged to take advantage of the DVBE Incentive calculation by making a combined participation commitment from a minimum of one (1.0%) to a maximum five (5.0%) to CA-certified DVBEs.
6. *Failure to fulfill voluntary DVBE requirements will render bids ineligible for the DVBE Incentive calculation but will not otherwise affect bid evaluation.*
7. Application of the DVBE Incentive calculation cannot displace a CA-certified Small Business by a non-certified bidder.

B. Prime Contractor's Obligations

DWR's Additional Provisions will become part of any contract awarded in response to this solicitation. The provisions include those listed below addressing DVBE-related obligations and should be carefully reviewed as potential bidders conduct due diligence prior to submitting bids.

1. Contract Amendments – DVBE Program Requirements
2. Contract Audits – DVBE Requirements
3. DVBE Subcontractor Activity Report ([DWR 9553](#))
4. Substitution of a DVBE Subcontractor
5. Contractor Certification of Payment to Small Business and DVBE Subcontractors ([DWR 9683](#))
6. Prime Contractor's Certification – DVBE Subcontractor Report ([STD 817](#))

AUTHORITY: The Disabled Veteran Business Enterprise Goal Program is established in Public Contract Code (PCC) Section 10115 et seq., Military and Veterans Code (MVC) 999 et seq. and California Code of Regulations (CCR) Title 2, Section 1898.6 et seq.

State of California

DEPARTMENT OF WATER RESOURCES

California Natural Resources Agency

BIDDER CERTIFICATION OF DVBE PARTICIPATION (DWR 9526)(Submit one DWR 9526 for each DVBE subcontractor.)Bidders should check one applicable Option. If Option 3, fill in the combined participation percentage.

- ☐ **OPTION 1:** Bidder is a CA-certified DVBE so, if awarded the contract, would not be required to partner with DVBE subcontractors.
- ☐ **OPTION 2:** Solicitation requires DVBE participation. Bidder is not a CA-certified DVBE but has committed to meeting or exceeding the minimum DVBE participation commitment specified elsewhere in this solicitation.
- ☐ **OPTION 3:** Solicitation does not require DVBE participation. Bidder is not a CA-certified DVBE but has committed (a minimum of 1.0 %) a combined participation percentage of ____% (fill in the figure) to one or more CA-certified DVBEs to qualify for application of the DVBE Incentive calculation.

Bidder Certification form (DWR 9526) must be signed by representatives of the Bidder and of the DVBE Subcontractor with legal authority to execute binding agreements.

SECTION 1. BIDDER'S BUSINESS INFORMATION									
FIRM NAME									
FIRM CONTACT									
STREET ADDRESS									
CITY					STATE		ZIP CODE		
TELEPHONE			EMAIL						
CERTIFICATION TYPE	Check all types that apply: <input type="checkbox"/> SB <input type="checkbox"/> MB <input type="checkbox"/> SB-PW <input type="checkbox"/> DVBE							OSDS #	
SECTION 2 - DESCRIBE THE SERVICES OR COMMODITIES TO BE PROVIDED BY THE DVBE SUBCONTRACTOR IDENTIFIED BELOW IN SECTION 4.									
SECTION 3 - IDENTIFY BIDDER'S DVBE PARTICIPATION COMMITMENT									
<input type="checkbox"/> COMMITTED 3.0% of the total bid amount to the DVBE firm identified below in Section 4. <input type="checkbox"/> COMMITTED greater than 3.0% of the total bid amount to the DVBE firm identified below, i.e. ____%. <input type="checkbox"/> COMMITTED a combined ____% to multiple DVBE firms, including ____% to the DVBE firm identified below.									
Printed Name of Bidder's Authorized Representative				Signature of Bidder's Authorized Representative				Date	
SECTION 4 - DVBE SUBCONTRACTOR INFORMATION									
FIRM NAME									
FIRM CONTACT									
STREET ADDRESS									
CITY					STATE		ZIP CODE		
TELEPHONE			EMAIL						
CERTIFICATION TYPE	Check all types that apply: <input type="checkbox"/> SB <input type="checkbox"/> MB <input type="checkbox"/> SB-PW <input type="checkbox"/> DVBE							OSDS #	
NOTE. Bidder must submit a copy of the subcontractor's currently valid DGS/OSDS certification.									
Printed Name of DVBE's Authorized Representative				Signature of DVBE's Authorized Representative				Date	

ATTACHMENT VI

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

DGS PD 843 (Rev. 9/2019)

Formerly STD. 843

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

SECTION 1

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

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

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

(FOR STATE USE ONLY)

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

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

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

(Printed Name of DV Owner/Manager) (Signature of DV Owner/ Manager) (Date Signed)_____
(Printed Name of DV Owner/Manager) (Signature of DV Owner/Manager) (Date Signed)Firm/Principal for whom the DVBE is acting as a broker or agent: _____
(If more than one firm, list on extra sheets.) (Print or Type Name)

Firm/Principal Phone: _____ Address: _____

SECTION 3**APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.**

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

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

(Printed Name) (Signature) (Date Signed)_____
(Address of Owner) (Telephone) (Tax Identification Number of Owner)

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

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

Page ____ of ____

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, DVB/E): _____ or None ☐
- b. Will subcontractors be used for this contract? Yes ☐ No ☐ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

- c. If you are a California certified DVB/E: (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, DVB/E 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 # 1.b. 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 (NWSA)
- Disabled Veteran Business Enterprise (DVB-E)

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, NWSA, and/or DVB-E must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVB-Es 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 DVB-E.

(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 DVB-E 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, NWSA, DVB-E or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.epprocure.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, NWSA, and/or DVB-E 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 DVB-E (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 DVB-E)

Enter "Yes" if the subcontractor is a California certified DVB-E 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 DVB-E 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 VIII

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

DEPARTMENT OF GENERAL SERVICES
 OFFICE OF LEGAL SERVICES

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

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

CERTIFICATION

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

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

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

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

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

OPTION #1 - CERTIFICATION

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

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

OPTION #2 – EXEMPTION

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

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

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

SAMPLE CONTRACT

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (if Applicable)

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

CONTRACTING AGENCY NAME

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

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

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

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

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

CONTRACTING AGENCY ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (if Applicable)

EXHIBIT A SCOPE OF WORK

Strategic Planning, Technical, Facilitation, and Outreach Assistance for California Water Plan Update 2028

- I. The Proposing Firm (hereinafter known as “Contractor”) to which Department of Water Resources (DWR) awards a 5-year contract agrees to provide the Strategic Planning, Project Management, Facilitation/Mediation, and Public Outreach Services described in this Scope of Work in support of DWR’s California Water Plan (Water Plan), and other related programs’ (Programs) projects and initiatives. Along with the Water Plan Update, related programs may include Water Use and Efficiency. Contractor will have proven expertise and thought leadership in strategic planning, conducting in-depth policy analysis, influencing stakeholder perspectives, and facilitating consensus on innovative policies and investment strategies.

The services shall be performed in Sacramento, California.

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

DEPARTMENT OF WATER RESOURCES

Name:
Phone:
Fax:
Email:

CONTRACTOR

Name:
Phone:
Fax:
Email:

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

III. BACKGROUND

DWR ensures the state's water security not only with the SWP but also with long-term water resources planning. The Division of Planning (DOP) is instrumental in this aspect of DWR’s mission. DOP does this through the execution of interdisciplinary studies and strategic guidance for integrated watershed management and multi-benefit projects. Its primary mission is to develop California's water resources management strategies for sustainably, benefiting the state's communities, economy, and environment. The Division's work involves aligning various water management sectors, considering climate change, statewide and watershed strategies, leveraging natural and built infrastructure solutions, fostering innovation, and engaging extensively with stakeholders. The goal is to create resilient water systems that support long-term sustainability and adaptability to changing conditions and priorities.

A core element of the Division of Planning, the California Water Plan, provides a collaborative planning framework for a broad and diverse range of public and private water resources stakeholders to develop findings, recommend improvements, and make informed decisions regarding California's water future. The Water Plan presents the status and trends of California's water-dependent natural and built infrastructure (e.g. water supplies; agricultural, urban, and environmental water demands) and forecasts plausible future scenarios.

The Water Plan's primary goals are to guide State investments into implementation, satisfy California Water Code requirement. It will promote advances in resilient water management through sustainable outcomes by enhancing ongoing water planning activities through stronger State agency alignment; providing data for informed decision making; and prioritizing and accelerating implementation of multi-sector, multi-benefit actions through improved tracking and reporting of State investments.

The primary goal of the Scope of Work is to 1) produce Water Plan Update 2028 and supporting documents and 2) provide planning & technical support for delivery to DWR's Division of Planning and related strategic water planning and management efforts throughout DWR. These include feasibility, economic, and environmental evaluations, reports preparation, and supporting DWR's Strategic Plan's objectives as applicable.

IV. SCOPE OF WORK

A. Task Orders

Contractor and DWR will jointly pursue a set of interrelated objectives through a series of projects managed through individually executed task orders. The Scope of Work for each Task Order will set goals and detailed tasks that evolve during development of Water Plan and Programs projects. Each Task Order will include a detailed Scope of Work, budget, and required deliverables for a single project and conform to the format provided in a Task Order. The Contractor may not begin work on any Task Order until executed by the California Department of General Services or as otherwise required by State regulations.

Please note: Task Orders may not alter the language of DWR's Master Agreement. Any services authorized and delivered under Task Orders must be performed in accordance with the terms and conditions of that Agreement.

B. Project Management Services

When requested, Contractor will provide project management support for planning the California Water Plan. The Contractor will assist the Department of Water Resources (DWR) in developing a detailed project management strategy and a comprehensive Project Management Plan (PMP) to manage the overall Water Plan projects.

1. Project Management Support

Provide expert project management support to DWR for the planning phase of the California Water Plan. Assist in the development of project management strategies tailored to the specific needs of the Water Plan.

2. Development of Project Management Strategy

Collaborate with DWR to identify key project management objectives, constraints, and assumptions. Develop a detailed project management strategy that aligns with DWR's goals and regulatory requirements.

3. Creation of Project Management Plan (PMP)

Draft a comprehensive Project Management Plan (PMP) that includes all necessary components to manage the Water Plan projects effectively. Ensure the PMP covers project scope, schedule, cost, quality, resource, communication, risk, procurement, and stakeholder management.

C. Strategic Planning Services

Contractor will provide strategic planning services, **as needed**, to develop the Water Plan and other water planning and management projects and may include performance of the tasks described below.

1. Water Management Objectives

Identify and summarize water management goals and objectives from State, federal, regional, and local perspectives. Using the RMSs as a guide, identify a portfolio of strategies that local and regional entities could use to improve integrated water management at the local level for assessing and prioritizing risks, exposure, and vulnerability to assist in developing appropriate management action. These strategies may include the possible impacts of climate change across water sectors, including natural infrastructure and the ecosystem services it provides. Assist in the development of water use standards and objectives, thresholds, and performance measures.

2. Financing Strategy

Develop and recommend viable options for sustainable funding opportunities and partnerships for the desired water management improvements, ongoing operation, and natural and built infrastructure maintenance. Estimate the costs of implementing various sustainable water management strategies and assess the costs versus benefits of these strategies.

3. Report Preparation

- a. Prepare technical memos, study reports, guidelines, assessments, and other reports (e.g. progress reports, Assumptions and Estimates report, Strategic Plan, Regional Report and Resources Management Strategy, Economic Analyses, Water Use Study Report), and supporting documentation, as requested. Documentation may be integrated into other applicable DWR documents.
- b. Per DWR's technical and accessibility guidelines perform technical writing, produce graphics, and edit documents as requested for various stages of the Water Plan and other DWR reports such as the public review draft or the final report for the Water Plan. Technical editing of documents for final posting and printing.

4. Translation Services

Translate documents into other languages, as needed.

D. Technical Support, Water Modeling, Data Management, and Utilization of Technical Expert Services

1. Provide services in hydraulic, hydrologic, hydrogeologic, geologic, engineering, economic, and environmental fields as they relate to resilient and sustainable water management. This includes the following areas of expertise: hydraulics, hydrology, hydrogeology, geology, surface water – groundwater interaction, water quality, economic modeling and analyses, valuations of ecosystem services, desalination, biological identification and evaluation of aquatic and terrestrial species, environmental resource permit compliance, reservoir reoperation, flood managed area recharge, shifting land use patterns, land repurposing, water-related impacts resulting from severe wildfire, drought and climate change analysis and adaptation.
2. Identify current and forecasted water management challenges and concerns. Examples of challenges and concerns include impacts as a result of risks, exposure, and vulnerabilities to natural and built water supply infrastructure, water supply enhancements and reliability, water quality, drought, overdraft of groundwater basins, risk of land subsidence, evaluation of existing water rights, maintaining or improving environmental resources, providing ecosystem services, and economic activity dependent on water resources. The Contractor will account for future climate change effects, such as sea level rise and increased temperatures, and how these could affect water management systems statewide.
3. In coordination with Department staff, the Contractor will collect or develop all necessary information for model input for a wide range of studies. Data requirements will be based on the specific modeling software specified for use such as the Water Evaluation and Planning Model (WEAP), California Urban Water Management Economic Tool (CaUWMET), R, or other industry standard water or economic models. Examples of data may include land and water use, stream flow, precipitation, groundwater levels, subsidence, geology, cost, and any other information needed for model input. Contractor may be required to develop new data relationships or supplement incomplete data by performing regression analysis, time series analysis, machine learning, deep learning, or other forms of estimation, such as linkages between predictive and trend-based models, approved by the Department.
4. Provide support in updating and enhancing Water Evaluation and Planning (WEAP) models to conduct assessments of the climate change vulnerability of California's water supply under a range of land use, development patterns, and population growth scenarios, and potential adaptation actions to address the identified vulnerabilities.
5. Perform model simulations, conduct quality assurance and quality control (QA/QC) on model inputs and results and correct initial model input as needed for obtaining reasonable model output. The Contractor may be required to develop, compare, and contrast several different model simulations addressing different planning assumptions.
6. Conduct model calibration by a method, and to a level of accuracy acceptable to the Department. Examples of tasks include developing calibration performance metrics; identifying model calibration parameters; identifying historical data to calibrate the model to parameters such as groundwater levels, stream flows, land subsidence, stream and agal condition assessments, and small watershed runoff. Prepare reports and technical memos, charts, and maps, documenting calibration methodologies and performance standards, quantifying model uncertainty, and performing sensitivity analysis.

7. Review and provide options for process improvements related to the California Water Plan data development which involves aggregation and processing of diverse datasets from all over California of different sizes and complexities. Process improvements are needed to improve consistency and reproducibility of complex analysis with large datasets.
8. Provide economic analysis support in enhancing and updating WEAP models to conduct economic analysis for assessing the cost of water supply vulnerabilities. Provide support to develop or enhance existing economic models to connect to and support WEAP, and to estimate cost of prioritized water management strategies.

E. Facilitation Services

Contractor will provide, when requested by DWR, facilitation services for meetings related to development of the Water Plan and other Programs' projects. These meetings may include the following public and technically focused meetings with water resources stakeholders:

Stakeholders: State Agencies Steering Committee, Public Advisory Committee, Tribal Advisory Committee, Focus Topic (Finance, Water Quality, Sustainability) Stakeholder Group, Technical (Scenarios) and Regional Working Team, Federal Agencies, Urban Water Agencies, Agricultural Water Agencies, Commercial, Institutional, and Industrial Water Users

Meetings: Regional Outreach, Public stakeholders and outreach, Technical advisory committees, Public Meeting and Water Plan annual plenary sessions

F. Public Outreach Services

When requested by DWR, Contractor will develop and implement, subject to DWR's approval, a plan to provide communication and mediation services designed to promote robust community involvement while developing the Water Plan and other Programs' efforts, including broadened participation by underrepresented groups such as Disadvantaged Communities and interested Tribal governments. Contractor's support of DWR's public outreach efforts will include the activities listed below:

1. Assist DWR's strategic planning and managing activities, meetings, and public outreach processes including program development implementation.
2. Contractor will provide neutral facilitation and/or moderation of issue discussions during meetings of the Steering Committee, the public Advisory Committee, regional work groups, and other work groups to help DWR on subjects related to the Programs' integrated water management and the Water Plan's program objectives.
3. As directed by DWR, perform other outreach-related support tasks to assist in completion of the Water Plan and supporting documents.
4. Assist DWR with the regional component of the outreach process, including development of a communication plan, development of meeting agendas, facilitation of regional presentations, and solicitation of regional data and information on water issues, future water needs, and supply sources.

G. Additional Services

At the direction of DWR, the Contractor shall provide technical specialist services to DWR to support the Water Plan and Programs in water resources planning and management activities and projects. This work shall include:

1. Perform special studies such as economic analyses, legislative analyses, feasibility studies, multi-benefit initiatives assessments, risk and vulnerability assessments, funding assessments, ordinance assessments, and/or other technical studies.
2. Acquire and analyze water management data such as remote sensing data; statistical and geostatistical analyses; computer simulation models; database development and mining; data compilation; and others. Provide support in interoperable data for compliance with AB 1755 and the CNRA Open Data Platform requirements.
3. Provide support to enhance the Watershed Hub (Hub) to collect, analyze, and present data and watershed level information to support development of watershed networks, regional and watershed summaries, investment needs, and tracking and assessing project-specific water resources information for current and future California Water Plan Update.
4. Provide support for integrating California water resources management information into the Water Data Exchange (WaDE) system for regional advancement of joint management strategies for water resources.
5. Assist in project planning and preparation of DWR reports. Assist DWR in developing and evaluating best management practices, thresholds, performance measures, ordinances, and standards.
6. Assist in developing and updating guidance and reporting templates, assessment methodologies, calculators, tools, and other products, and in streamlining reporting and data accessibility. Conduct peer reviews of developed models to ensure acceptance and technical validity of hydrologic, ecological, climatic, and economic model processes. Train DWR staff and other users in application of any developed tools or assessment protocols.
7. Provide support to enhance the California Water Budget for Hydrologic Cycle Accounting Tool (Cal-WB).

**EXHIBIT A, ATTACHMENT 1
SAMPLE TASK ORDER****Task Order No. [xx]****Project Title:** [_____]

Date: [xx/xx/xx]

I. DESCRIPTION OF SERVICES

Under DWR Contract No. 460001[xxx], [Contractor's name] provides the services listed below to help DWR comply with two major legislated mandates: developing California Water Plan (CWP)

Update 2018 and promoting robust Division of Statewide Integrated Water Management (DSIWM) planning processes.

- A. Project Management
- B. Strategic Planning
- C. Facilitation/Mediation
- D. Public Outreach

Task Order No. [xx] authorizes [Contractor's name] to deliver one or more of the services listed above as detailed herein.

DWR has established a **not-to-exceed** budget of **[\$\$ amount]** to complete the Scope of Work for Task Order No. [xx] by **[completion due date]**, unless amended.

II. WORK PLAN

Provide a detailed Work Plan for this Task Order.

- i. **Services**
Identify which of the services authorized under DWR Contract No. 460010[xxx] will be performed for this Task Order.
- ii. **Background**
Provide a brief (1-2 paragraph) description of the background leading up to the need for this Task Order.
- iii. **Goals**
Set task-specific or outcome-specific goals to be accomplished by this Task Order.
- iv. **Tasks**
Establish a detailed set of *tasks and subtasks* to be performed that includes work locations, staff assignments, reporting requirements, work completion schedules, and any other relevant deliverables.

1.0 Task #1: [insert title for Task 1.0]

[Give brief overall description of Task 1.0]

1.1 Contractor will... [describe subtask 1.1]

1.1.1 [If needed, break the work down into small sub parts of the task.]

1.1.2 [add sub parts as needed]

1.2 Contractor will...[describe subtask 1.2)

2.0 Task #2: [insert title for Task 2.0]

[Give brief overall description of Task 2.0]

2.1 Contractor will... [describe subtask 2.1]

2.2 Contractor will... [describe subtask 1.1]

2.2.1 [If needed, break the work down into sub tasks.]

3.0 Task #3: Progress Reports

Contractor will submit monthly progress reports to DWR by the 10th day of the calendar month following project activity.

III. PERIOD OF PERFORMANCE

Contractor will commence work after authorized signatures by DWR and Contractor approved Task Order No. [xx]. Contractor will complete all required work by [date], unless DWR grants in writing an extension of the Task Order's completion date.

IV. TASK ORDER PROJECT BUDGET

List the estimated cost for each of the services delivered under this Task Order in accordance with the cost schedule authorized under DWR Contract No. 4600010[xxx].

A. Budgeting Assumptions [if needed]

1. [insert brief statement]

2. [insert brief statement]

B. Budget Adjustments

DWR may, at its sole discretion and as needed to support project priorities, reallocate hours assigned to project tasks and shift funds between budget categories without the need to formally amend Task Order No. [xx].

C. Task Order Project Budget**SAMPLE TASK ORDER PROJECT BUDGET**

This Task Order's Project Budget is a **not-to-exceed total of \$12,345.00.**

Job Classification	Assigned Staff	FY yy/yy		FY yy/yy		Total
		# Hours	Hourly Rate	# Hours	Hourly Rate	
Managing Senior Mediator/Facilitator	J. Smith					
Senior Mediator/Facilitator	TBD					
Senior Mediator/Facilitator	TBD					
Lead Mediator/Facilitator	TBD					
Lead Mediator/Facilitator	TBD					
Associate Mediator/Facilitator	TBD					
Associate Mediator/Facilitator	TBD					
Assistant Mediator/Facilitator	TBD					
Assistant Mediator/Facilitator	TBD					
IT Support	TBD					
Administrative Support Staff	TBD					
Subtotal Labor Expense						
Travel		1				
Meeting Facilities & Related		1				
Subtotal Operating Expense						
Total Project Budget						

V. CONTRACTOR STAFFING

Contractor will assign the individuals listed below to perform the professional-level services required in this Task Order. If for some reason anyone listed is unable or unavailable to perform as planned, any replacements or substitutes will be subject to prior approval by DWR.

<u>Job Classification</u>	<u>Assigned Staff</u>
A. Managing Senior Mediator/Facilitator	_____
B. Senior Mediator/Facilitator	_____
C. Lead Mediator/Facilitator	_____
D. Technical Writer/Editor	_____
E. Subject Matter Expert (SME)	_____
F. Associate Mediator/Facilitator	_____

G. Assistant Mediator/Facilitator

VI. CONTRACT REPRESENTATIVES

Contract Representatives for the term of this Task Order are listed below and may be changed upon written notice to the other Party.

Contractor's Project Manager:

Name: [name], [title]
Address: [address – line #1]
Address (cont): [city, state, zip code]
Phone: (xxx) xxx-xxxx
Email: xxxxx.xx@xxx.xxx

DSIWM's Project Manager:

Name: [name], [title]
Address: [address – line #1]
Address (cont): [city, state, zip code]
Phone: (xxx) xxx-xxxx
Email: xxxxx.xx@xxx.xxx

DWR's Regional Service Representative (RSR):

Name: [name], [title]
Address: [address – line #1]
Address (cont): [city, state, zip code]
Phone: (xxx) xxx-xxxx
Email: xxxxx.xx@xxx.xxx

VII. AUTHORIZED SIGNATURES

Contractor and DWR agree that the services delivered under Work Order No. [xx] will be performed in accordance with the terms and conditions of DWR Contract No. 4600010[xxx], as amended.

STATE OF CALIFORNIA
Department of Water Resources

[Contractor's name]

[name of DWR signatory]
[title]

[name of authorized signatory]
[title]

Date: _____

Date: _____

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

A. INVOICING AND PAYMENT

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

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

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

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

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

B. BUDGET CONTINGENCY CLAUSE

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

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

C. PROMPT PAYMENT CLAUSE

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

**EXHIBIT C
GENERAL TERMS AND CONDITIONS**

This is a placeholder page.

Under the State of California's standardized contract process, a hardcopy of Exhibit C is not included in the standard agreement package or in this solicitation document. As indicated on the Std. 213, a copy of Exhibit C can be found at the internet site: [GTC 04/2017](#)

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

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

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

Beth Medeiros
(916) 902-6989

**EXHIBIT D – Special Terms and Conditions for
Department of Water Resources
(Over \$10,000 Standard Payable)**

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

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

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

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

Contract # [REDACTED]

Exhibit D

Page 3 of 3

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

b. Penalty for Violation:

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

c. Members of Boards and Commissions:

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

d. Representational Conflicts of Interest:

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

e. Financial Interest in Contracts:

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

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

f. Prohibition for Consulting Services Contracts:

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

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

EXHIBIT D, ATTACHMENT 1

State of California

DEPARTMENT OF WATER RESOURCES

California Natural Resources Agency

Contract #

Exhibit , Attachment

Page 1 of 2

RECYCLED CONTENT CERTIFICATION

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

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

COMPANY: PERSON COMPLETING FORM: DATE:

DESCRIPTION Please include item name, brand, and product number	% POSTCONSUMER	RECYCLED MATERIAL TYPE
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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

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

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

NAME OF PERSON COMPLETING FORM	TITLE	AGENCY/COMPANY
<input type="text"/>	<input type="text"/>	<input type="text"/>



SIGNATURE OF PERSON COMPLETING FORM

DATE

Contract #

Exhibit , Attachment

Page 2 of 2

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

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

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

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

For additional information visit State Agency Buy Recycled Campaign

Description Product Categories	Minimum Content Requirement
Paper Products – Recycled	30 percent postconsumer fiber, by fiber weight
Printing and Writing – Recycled	30 percent postconsumer fiber, by fiber weight
Compost, Co-compost, and Mulch – Recycled	80 percent recovered materials i.e., material that would otherwise be normally disposed of in a landfill
Glass – Recycled	10 percent postconsumer, by weight
Re-refined Lubricating Oil – Recycled	70 percent re-refined base oil
Plastic – Recycled	10 percent postconsumer, by weight
Printer or duplication cartridges	<ol style="list-style-type: none"> a. Have 10 percent postconsumer material, or b. Are purchased as remanufactured, or c. Are backed by a vendor-offered program that will take back the printer cartridges after their useful life and ensure that the cartridges are recycled and comply with the definition of recycled as set forth in Sections 12200-12217, et seq. and 12153-12156, et seq. of the Public Contract Code.
Paint – Recycled	50 percent postconsumer paint (exceptions when 50 percent postconsumer content is not available or is restricted by a local air quality management district, then 10 percent postconsumer content may be substituted)
Antifreeze – Recycled	70 percent postconsumer material
Retreated Tires – Recycled	Use existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400).
Tire – Derived – Recycled	50 percent post consumer tires
Metals – Recycled	10 percent postconsumer, by weight

EXHIBIT E ADDITIONAL PROVISIONS

I. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

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

II. COPYRIGHT

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

III. REIMBURSEMENT CLAUSE

If applicable, travel and per diem expenses to be reimbursed under this contract shall be at the same rates the State provides for unrepresented employees in accordance with the provisions of 2 CCR § 599.631. Travel and Per Diem Expenses, DWR 9580, has been attached and labeled as Exhibit E, Attachment X. The Contractor’s designated headquarters for the purpose of computing such expenses shall be: _____.

IV. EVALUATION OF CONTRACTOR FOR CONSULTANT AGREEMENTS

Performance of the Contractor under this Agreement will be evaluated. At the conclusion of the contract, the evaluation shall be prepared on Contract/Contractor Evaluation Sheet, Std. 4 and forwarded to the Contract Services where they will be filed. A copy of any negative evaluation for contracts over \$5,000 will be sent to the Department of General Services, Office of Legal Services.

V. CERTIFICATE OF INSURANCE

a. General Provisions Applying to All Policies

- i. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least 30 days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- ii. Policy Cancellation or Termination & Notice of Non-Renewal – Contractor shall provide to the Department, within five (5) business days following receipt by contractor, a copy of any cancellation or non-renewal of insurance required by this contract. In the event

Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.

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

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

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

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

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

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

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

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

Department of Water Resources
Division of Planning
Attn: Lewis Moeller
715 P Street
Sacramento, CA 95814.

VI. POLITICAL REFORM ACT

The Contractor shall comply with the language stated in the Standard Contract Provisions Concerning the Political Reform Act, Exhibit E, Attachment 2. Contractor shall file a Statement of Economic Interests (Fair Political Practices Commission Form 700) upon assuming office, annually, and within 30 days after leaving office.

VII. PROTECTION OF CONFIDENTIAL AND SENSITIVE INFORMATION:

This shall apply to all Contractors whose terms with the Department require or permit access to Confidential or Sensitive Information in conducting business with the Department or performing duties under a Contract with the Department. Contractor shall impose all the requirements of this provision on all of its officers, employees, and Affiliates with access to the Protection of Confidential and/or Sensitive Information in accordance with Exhibit E, Attachment 3. Also a Non-Disclosure Certificate, Exhibit E, Attachment 4, must be signed by all personnel with access to Confidential and Sensitive Information and submitted to the Department prior to being allowed such access.

VIII. OPTION TO RENEW

The Department reserves the right to renew this Agreement for two (2) additional years under the same terms and conditions, except for signed price adjustments listed in the bid sheet(s).

IX. USE OF FOREIGN LANGUAGE IN PUBLIC SERVICES

If Contractor’s duties include public information, public outreach, or rendering of services to the public whereby contact is made with a substantial number of non-English speaking

persons, Contractor shall employ a sufficient number of qualified bilingual persons in public contact positions to ensure provision of information and services in the languages of the non-English speaking persons.

X. CONTRACT AMENDMENTS – DVBE PROGRAM REQUIREMENTS

Disabled Veteran Business Enterprise (DVBE) program requirements shall be included and made a part of any subsequent contract amendment(s) when DVBE program requirements were included as part of the Department's original solicitation/contract effort. DVBE participation program goals (usually 3 percent) are extended through the amended contract termination date and include any additionally encumbered funds that are a result of the contract amendment. The 90-Day and Final DVBE Subcontracting Activity Report shall be included in all subsequent contract amendment(s). The Contractor shall be responsible for continued program compliance and reporting.

XI. CONTRACT AUDITS RELATED TO DVBE PROGRAM REQUIREMENTS

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

XII. DVBE SUBCONTRACTOR ACTIVITY REPORTS – DWR 9553

The Contractor is required to furnish the Department with reports of DVBE subcontractor activity using the DWR 9553. Reports are to be made at 90-day intervals and must identify the DVBE subcontractor, the services performed or commodities used and the total paid to the subcontractor during the quarterly period reported. A final activity report is to be submitted prior to the contract expiration date. If multiple DVBE contractors are providing services or commodities, the Contractor must furnish individual reports for each DVBE subcontractor used.

The first report is due 90-days from the date of contract approval. At the Department's request, the Contractor shall submit copies of the DVBE contractor's paid invoices issued for that 90-day reporting period or final report.

If the Contractor fails to furnish the required reports, the Department may withhold final payment until the Contractor provides the required reports and, when requested by the Department, copies of paid invoices.

Final reports must be received by the Department at least 14 days prior to the contract expiration date.

Reports shall be made using the DVBE Activity Report Form 9553, Exhibit E, Attachment 5. **All reports shall be made to both the Department of Water Resources DVBE Advocate and the Project Manager for the contract as follows:**

Mail Reports to:

Department of Water Resources
 DVBE Program Manager
 715 P Street, 7th Floor, DBS #19
 P.O. Box 942836
 Sacramento, California, 95814
 Email: sb.dvbe@water.ca.gov

Department of Water Resources
 Lewis Moeller
 Division of Planning
 715 P Street
 Sacramento, California, 95814
 Email: lewis.moeller@water.ca.gov

XIII. SUBSTITUTION OF A DVBE SUBCONTRACTOR

Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veterans Code 999.5(e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

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

XIV. CONTRACTOR CERTIFICATION OF PAYMENT TO SMALL BUSINESS AND DVBE SUBCONTRACTOR(S)

- a. If, for this Contract, Contractor made a commitment to achieve small business participation, then Contractor upon contract close out or completion must report to the awarding department the actual percentage of small business participation that was achieved. (GC § 14841.)
- b. If, for this Contract, Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor upon contract close out or completion must certify payments made to the DVBE subcontractors in a written report to the awarding department. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation not less than \$2,500 and not to exceed \$25,000. (MVC Code § 999.5(d); GC § 14841)

Awarding agencies are required to withhold \$10,000 (or up to \$10,000, if a lesser amount) from DWR's final payment pending receipt of certification of payments to DVBE subcontractors. Failure to submit the missing DVBE certification report within 30 calendar days of notice the withheld amount becomes permanent. (MVC § 999.7)

Contractor's certification of payments must be made using DWR Form 9683 "Subcontractor Payment Certification", Exhibit E Attachment 6. Fully complete this form with the authorized signature and submit to DWR's Contract Manager with a copy to DWR's SB/DVBE Program

Manager.

XV. PRIME CONTRACTOR'S CERTIFICATION – DVBE SUBCONTRACTOR REPORT STD 817

a. STD 817 – Statutory Reporting Requirements

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

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

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

b. STD 817 – Link to Download Form with Completion Instructions

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

c. STD 817 – Filing Instructions

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

1. Option #1. Email electronic signed versions of the STD 817 to: SB.DVBE@water.ca.gov
2. Option #2. Mail or deliver signed hard copies of the STD 817 to:

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

**EXHIBIT E, ATTACHMENT 1
TRAVEL AND PER DIEM EXPENSES**

I. M&IE* Rates for In-State and Out-of-State Travel

- A. Effective October 1, 2024, the State is adopting the federal standard M&IE rate established by the federal GSA at the time of travel for in-state and out-of-state travel. The State's maximum reimbursement rate for actual in-state (GSA locations) and out-of-state (GSA and DOD locations) M&IE will be up to \$68 per day as follows:

M&IE Total	Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel
Up to \$68	Up to \$16	Up to \$19	Up to \$28	Up to \$5	Up to \$51

1. **M&IE Total** – Up to the full daily amount received for a single calendar day of travel when that day is neither the first nor last day of travel.
2. **Breakfast, Lunch, Dinner, Incidentals** – M&IE Total = Breakfast + Lunch + Dinner + Incidentals. Separate amounts for meals and incidentals as sometimes meal amounts must be deducted by the appropriate amount when such meals are furnished to the traveler or included in a conference registration, etc. For meals provided, the traveler must deduct the meal cost from the applicable M&IE rate.
3. **First & Last Day of Travel** – Up to the amount received on the first and last day of travel and equals 75% of total M&IE.

II. M&IE Timeframes

- A. Effective October 1, 2024, for travel that occurs on or after October 1, 2024, the State's updated travel timeframes determining allowable reimbursement of M&IE are as follows:

When travel status is		Maximum reimbursement for actual expenses is
More than 12 but less 24 hours		Up to 75% of the applicable M&IE standard rate for each calendar day in a travel status.
24 hours or more, on	The day of departure	Up to 75% of the applicable M&IE standard rate.
	Full days of travel	Up to 100% of the applicable M&IE standard rate.
	The last day of travel	Up to 75% of the applicable M&IE standard rate.
Travel less than 12 hours		Not eligible for M&IE reimbursement.

* Receipts are not required to claim meal and incidental expenses up to the maximum allowable reimbursement rates specified. Receipts for meals must be maintained by the employee as substantiation that the amount claimed was not in excess of the amount of the actual expense. The employing department may request receipts at any time.

III. **Lodging Rates**

- A. Effective October 1, 2024, the State is adopting federal standard and non-standard reimbursement lodging rates at time of travel for:
1. GSA (in-state and certain out-of-state locations): The continental United States and Washington, D.C. (CONUS)
 2. DOD (certain out-of-state locations): Non-foreign areas outside of CONUS (Alaska, Hawaii, U.S. Territories and Possessions)
 3. State Department (out-of-country): Foreign areas

IV. **Excess Lodging Rate Requests**

A. In-State Lodging

If a traveling employee cannot obtain lodging at or below the applicable federal standard or non-standard in-state lodging rate for their location of travel, then CalHR's existing Excess Lodging process (as provided in CalHR Manual Section 2201) continues to apply:

1. Delegated authority to departments up to \$350 per night.
2. Three comparison quotes from the state's authorized online booking tool for the requested travel dates.

B. Out-of-State and/or Out-of-Country Lodging

If a traveling employee cannot obtain lodging at or below the applicable federal standard or non-standard out-of-state or out-of-country lodging rate for their location of travel, then CalHR's Excess Lodging process, which will be updated in CalHR Manual Section 2201, will apply, as follows:

1. Delegated authority to departments up to \$350 per night.
2. Three comparison quotes from the state's authorized online booking tool for the requested travel dates.

C. Long-Term Travel

Effective October 1, 2024:

1. The State is adopting the federal standard M&IE reimbursement rates for long-term meals, and receipted lodging shall be reimbursed up to the maximum federal standard and non-standard reimbursement rates.
2. Actual expenses for long-term meals, incidentals, and receipted lodging will be reimbursed up to the maximum rates provided above for short-term travel.

V. **U.S. General Services Administration Per Diem Rates for California Daily lodging rates (excluding taxes)**

- A. Current rates may be found at U.S. GSA Per Diem Rates for California

**EXHIBIT E, ATTACHMENT 2
STANDARD CONTRACT PROVISIONS REGARDING
POLITICAL REFORM ACT COMPLIANCE**

1. POLITICAL REFORM ACT REQUIREMENTS:

a. Form 700 Disclosure: The Department of Water Resources (DWR) considers that the Contractor, subcontractor(s), and/or their key staff may be a consultant, i.e., a public official, within the meaning of the Political Reform Act, specifically Government Code §82048 and Title 2, California Code of Regulations §18700.3. Accordingly, as specified by DWR, such persons shall complete and submit to the DWR Personnel Officer a Form 700, Statement of Economic Interests, within 30 days of the earlier of the date work commences or the effective date of this agreement, updated both annually and when changes in key staff or duties occur. The financial interests disclosed shall be for Disclosure Category 1. Contractors may access the Form 700 on the Fair Political Practices Commission website at www.fppc.ca.gov. Any questions regarding completion of the Form 700 should be addressed to the FPPC at its website or at (866) 275-3772 (866/ASK-FPPC). A leaving office statement must also be filed upon completion of all contract assignments.

b. Financial Conflict of Interest Prohibition: Contractor must review the Form 700s filed by its key staff and subcontractors and determine whether, in the light of the interests disclosed, performance under the contract could violate Government Code §87100. Contractor shall notify DWR immediately of any potentially disqualifying conflict of interest. Government Code §87100 provides:

“No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest.”

c. Consequences of Failure to Comply with Political Reform Act Requirements: Any one of the following shall constitute a breach of this Contract and shall be grounds for immediate termination of this Contract:

(1) Failure to complete and submit all required Form 700s within the filing period described in paragraph A above, or respond to any request from the DWR Filing Officer for additional information regarding any such Form 700s;

(2) Failure to notify DWR of a potentially disqualifying conflict of interest;

(3) The determination by DWR or the Contractor that any individual, who is a contractor, subcontractor, and/or a key member of their staff, has a financial interest that could result in a violation of Government Code §87100 provided, however, that DWR may opt to waive such breach if Contractor replaces any such individual within two working days after a determination of such financial interest.

EXHIBIT E, ATTACHMENT 3
PROTECTION OF CONFIDENTIAL AND SENSITIVE INFORMATION

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

Contractors shall also apply appropriate security patches and upgrades and keep virus software up-to-date on all systems on which Confidential or Sensitive Information may be used.

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

**EXHIBIT E, ATTACHMENT 4
NON-DISCLOSURE CERTIFICATE**

I hereby certify my understanding that access to Confidential and Sensitive Information is provided to me pursuant to the terms and restrictions of the Protection of Confidential and Sensitive Information, Exhibit E, Attachment 3 of Contract No. 460000_____ between the Contractor and the California Department of Water Resources. I hereby agree to be bound by those terms and restrictions. I understand that all Confidential and Sensitive Information, as defined in the Protection of Confidential and Sensitive Information, and any notes or other memoranda, or any other form of information, electronic or otherwise that copies or discloses Confidential Information, shall not be disclosed to anyone other than in accordance with Exhibit E, Attachment 3. I acknowledge that a violation of this certificate may result in termination of the Contract and/or imposition of civil or criminal penalties.

Signed: _____

Typed Name and Title: _____

Representing (give name of Contractor/Affiliate): _____

Date: _____

DVBE ACTIVITY REPORT

Contract No.: _____ Bid Number: _____

Exhibit: _____ Attachment: _____

REQUIRED REPORTING FORMAT

Prime Contractor:		DVBE Sub-Contractor:	
Contact Name:		Contact Name:	
Telephone Number:		Telephone Number:	
DWR Contract Number:	46000 _____	DVBE OSDS No.:	
Report Date:		Percent Subcontracted:	_____
Contracted Amount:		DVBE Commitment Goal:	

[illegible]

Are you reporting 90-Day Activity? ☐ Yes ☐ No

Reporting Period: _____ to _____

Are you making a Final Report? ☐ Yes ☐ No

What is the status of the DVBE services or commodities to be used? (i.e. have services begun, are commodities on order, etc.?)

If services or commodities have not been obtained, how and when will the commitment be achieved?

Authorized Signature: _____ Title: _____

DVBE Activity Report Instructions

Contractor:

1. Your firm is responsible for reporting your company's DVBE sub-contractor activity.
2. If the DVBE services or commodities are of an ongoing nature throughout the term of the contract, your firm is required to provide 90-day activity reports. If the contract is amended to extend the term, reports are required for the duration of the new term.
3. If the DVBE services or commodities are a one-time purchase and meet the commitment goal, a single report will satisfy the reporting requirement.
4. The first report is due 90 days after the start date identified on the contract. Example: If the contract start date is September 1, the first report is due December 1.
5. When the approval process of a contract extends beyond the anticipated contract start date, the first report is due 90-days after contract execution. For example: August 1, 2003 is the anticipated start date. However, contract execution is September 10, 2003. The first 90-day report will be due January 10, 2004.
6. Final Activity Reports are due 14 days **prior** to the contract expiration date.
7. Reports must be made to both the DWR DVBE program manager and the Contract Manager.

Completing the DVBE Activity Report Form

1. Complete both Prime Contractor and DVBE Contractor Information; provide contact names and telephone numbers.
2. Identify the contract number associated with this report.
3. Provide the DVBE contractor's Department of General Services OSDS certification number
4. Identify the report date and the percent subcontracted to the DVBE contractor.
5. Identify the contract amount and the DVBE sub-contracting commitment goal, expressed in dollars. The dollar amount will be equal to the percent of the total contract amount for which you have agreed to sub-contract with the DVBE contractor. Both the percent value and the commitment goal must agree with DWR 9526, DVBE Bidder Requirements, originally submitted at the time of bid response.
6. Provide the DVBE transaction information: identify invoice or order numbers, dates the service or commodities were provided, the type of service or commodities provided, the invoiced amount and the date paid. Provide the total transaction amount(s) for this report.
7. The Department may request copies of paid invoices. If so, include copies of invoice(s) with submittal of this report.
8. Identify whether this report is a 90-day or final activity report. For 90-day activity reports, identify the report period.
9. Provide a status on the use of the DVBE. Are services needed yet? Will services begin soon? Are the commodities on order? Are commodities needed at a later phase of the contract? If so, identify when they will be required.
10. If the DVBE has not yet been utilized, explain when and how the commitment will be achieved.
11. Provide the firm's authorized signature and title.

Email form to: SB.DVBE@water.ca.gov

Or

Fax form to: DWR DVBE Program Manager at (916) 653-6476

Contract Project Manager (see Exhibit A, Scope of Work for program contact information)

State of California

DEPARTMENT OF WATER RESOURCES

California Natural Resources Agency

SMALL BUSINESS AND DVBE SUBCONTRACTOR PAYMENT CERTIFICATION

Contract No. 46000

Exhibit E:

As the Department of Water Resources contractor of record for Contract 46000, I certify, in accordance with Government Code 14841 and Military and Veteran Code § 999.5, and pursuant to the terms and conditions of the contract, all payments have been made to the small business or DVBE firm(s) listed below for commodities or services rendered under this contract. I understand certification must be made to the Department of Water Resources within 60 days of receiving final payment under this Agreement. I further understand and acknowledge that falsification of this certification may result in the imposition of civil or criminal penalties for not less than \$2,500 or more than \$25,000 for each violation.

Instruction: Please copy this form to include as many Small Businesses or DVBE firms as necessary. Authorized signatures and information are required on each separately submitted form.

Return completed form to: Department of Water Resources, Attention DWR SB/DVBE Advocate, 715 P Street, 7th Floor, Sacramento, CA 95814

Contracted Firm Name					
Name of Firm Representative					
Title					
Phone		Fax			
Firm Address					
Street					
City		State		Zip	
DWR Contract Number		46000			
Total Amount Received Under this Contract:		\$			
		Date Final Payment Received:			

SMALL BUSINESS - DVBE SUBCONTRACTOR INFORMATION

	SB/DVBE Subcontractor	Address	City/State	Zip	Amount Paid	Participation Achieved
1					\$	%
2					\$	%
3					\$	%
4					\$	%

Printed Name		Signature	
Title		Report Date	