



State Water Resources Control Board

INVITATION FOR BID

Notice to Prospective Bidders

March 26, 2015

Prospective Bidders are invited to review and respond to the attached Invitation for Bid (IFB) No. 14-026-130 entitled, Central Coast Domestic Well Sampling Project for the State Water Resources Control Board (Water Board), Central Coast Regional Water Board (Regional Water Board), collectively referred to as the Water Boards. When preparing and submitting a bid, compliance with the instructions found herein is imperative.

All Agreements entered into with the State of California will include, by reference, General Terms and Conditions (GTC) and Contractor Certification Clauses (CCC) that may be viewed and downloaded at the Department of General Services website:

<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

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

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. Inquiries regarding the processing of this bid should be referred to Robert LaCasse at (916) 324-6341.

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

Sincerely,

Robert LaCasse, Contract Analyst
Attachment(s)

Table of Contents

A.	Purpose and Description of Services	1
B.	Time Schedule	1
C.	Agreement Term	1
D.	Bidder Questions	1
	1. What to Include in an Inquiry	2
	2. How to Submit Questions	2
	3. Question Deadline	2
E.	Scope of Work	3
F.	Bidder Minimum Qualification Requirements	3
G.	Bid Format and Content Requirements	5
	1. General Instructions	5
	2. Bid Format Requirements	5
	3. Bid Content Requirements	5
H.	Submission of Bids	6
	1. Submission Instructions	6
	2. Proof of Timely Receipt	7
	3. Bidder Costs	7
I.	Bid Opening	7
J.	Bid Requirements and Information	7
	1. Nonresponsive Bids	7
	2. Withdrawal and/or Resubmission of Bids	8
	a. Withdrawal Deadline	8
	b. Submitting a Withdrawal Request	8
	c. Bid Mistakes	9
	d. Resubmitting a Bid Package	9
	3. Evaluation and Selection	9
	4. Agreement Award and Protests	10
	a. Agreement Award	10
	b. Settlement of Tie Bids	10
	c. Protests	11
	1) Who Can Protest	11
	2) Grounds for Protests	11
	3) Protest Time Lines	11

4) Submitting a Protest.....	122
5. Disposition of Bids	12
6. Inspecting or Obtaining Copies of Bids	13
a. Who Can Inspect or Copy Bid Materials.....	13
b. What Can be Inspected / Copied and When.....	13
c. Inspecting or Obtaining Copies of Bid Materials	13
7. Verification of Bidder Information.....	13
8. Water Board Rights	14
a. IFB Corrections	14
b. Immaterial Bid Defects.....	14
c. Correction of Clerical or Mathematical Errors.....	15
d. Right to Remedy Errors.....	15
e. No Agreement Award or IFB Cancellation.....	15
f. Agreement Amendments after Award	15
K. Preference Programs.....	15
1. Small/Micro Business Preference.....	16
2. Non-Small Business Subcontractor Preference	17
3. Nonprofit Veteran Service Agency (NVSA) Small Business Preference	17
4. Disabled Veteran Business Enterprise (DVBE) Incentive Program	18
5. Combined Preferences	18
L. Agreement Terms and Conditions	18
1. Sample Agreement Forms / Exhibits	19
2. Unanticipated Tasks	19
3. Resolution of Differences between IFB and Agreement Language.....	20
M. Bid Attachments	

Attachment #	Attachment Name
Attachment 1	Certification Check List
Attachment 2	Bid/Bidder Certification Sheet
Attachment 3	Statement of Qualifications
Attachment 4	Bid Response Form
Attachment 5	Bid Sheet
Attachment 6	Summary of Proposed Subcontractors

Attachment #	Attachment Name
Attachment 7	Bidder References
Attachment 8	Payee Data Record
Attachment 9	Contractor Certification Clauses (CCC 307)
Attachment 10	California Disabled Veteran Business Enterprise Program Requirement
Attachment 11	Darfur Contracting Act Certification
Attachment 12	Small Business Certification
Attachment 13	Non-Small Business Preference
Attachment 14	Target Area Contract Preference Act (TACPA)

N. Sample Agreement Forms / Exhibits

Exhibit #	Exhibit Name
STD 213	Standard Agreement
Exhibit A	Scope of Work
Exhibit B	Budget Detail and Payment Provisions
Exhibit C	General Terms and Conditions (GTC 610).
Exhibit D	Special Terms and Conditions

A. Purpose and Description of Services

The Water Board is soliciting bids from firms that are able to provide domestic well sampling and analytical testing of collected samples. Bids must address all of the services described in the IFB section entitled Exhibit A.

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

B. Time Schedule

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

IFB Available to Prospective Bidders On	March 26, 2015
<i>No bidder will be allowed into the conference once doors close.</i>	
Questions Must be Submitted by	April 10, 2015 by 3:00 pm
Question/Answer Summary Posted	April 17, 2015 by 3:00 pm
Bids Must be Received By	April 27, 2015 by 4:30 pm
Bid Opening will be Held on	April 28, 2015 at 10:30 am
Anticipated Start Date of Agreement is	Upon Final Approval

C. Agreement Term

The anticipated term of the resulting Agreement is anticipated to be effective from [Upon Department of General Services \(DGS\) Approval](#) for 12 – 24 months. The Agreement term may change if the Water Board makes an award earlier than expected or if the Water Board cannot execute the Agreement in a timely manner due to unforeseen delays.

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

D. Bidder Questions

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

Bidders that fail to report a known or suspected problem with this IFB and/or its accompanying materials or fail to seek clarification and/or correction of this IFB and/or its accompanying materials shall submit a bid at their own risk. In addition, if awarded the

Agreement, the successful Bidder shall not be entitled to additional compensation for any additional work caused by such problem, including any ambiguity, conflict, discrepancy, omission, or error.

1. What to Include in an Inquiry

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

A Bidder that desires clarification about specific IFB requirements and/or whose inquiry relates to sensitive issues or proprietary aspects of a bid may submit individual questions that are marked "Confidential". The Bidder must include with its inquiry an explanation as to why it believes questions marked "Confidential" are sensitive or surround a proprietary issue.

2. How to Submit Questions

Submit questions or inquiries using one of the following methods.

E-Mail:	Fax:
Questions IFB 14-026-130 Division of Administrative Services Contracts Unit Robert LaCasse Contract Analyst robert.lacasse@waterboards.ca.gov	Questions IFB 14-026-130 Division of Administrative Services Contracts Unit Robert LaCasse Contract Analyst Fax: (916) 341-5059

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

Email Robert LaCasse at Robert.LaCasse@waterboards.ca.gov to confirm receipt.

3. Question Deadline

Submit written questions and inquiries no later than **3:00 p.m. on April 10, 2015.**

Notwithstanding the question submission deadline, the Water Board will accept questions or inquiries about IFB errors or irregularities up to the bid due date. Direct all verbal requests for DVBE assistance to the Water Board's DVBE advocate Ellen Harrison at (916) 341-5061 or Ellen.Harrison@waterboards.ca.gov.

E. Scope of Work

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

F. Bidder Minimum Qualification Requirements

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

1. Knowledge of and expertise in:
 - a. the Central Coast Region, its environment and water quality issues,
 - b. project management and coordination
 - c. the development and implementation of Quality Assurance Project Plans (QAPP) and Sampling and Analysis Plans (SAP),
 - d. water quality sampling and testing (with an emphasis on well and public/domestic drinking water supply sampling and testing) including, standard methods, clean sampling procedures, sample holding/preservation techniques, chain of custody documentation, field and laboratory analytical techniques and data management,
 - e. the measurement of latitude and longitude coordinates using Global Positioning System (GPS), and
 - f. Public communication to:
 - i. interact with the general public (i.e., rural residents and well owners), and
 - ii. clearly communicate technical information regarding water quality and sampling in laymen's terms in both English and Spanish.
2. State Water Resources Control Board Division of Drinking Water Environmental Laboratory Accreditation Program (ELAP) certification for drinking water analyses.
3. Capable of uploading water quality and well location data to the State Water Board's GAMA Program GeoTracker information system via Electronic Deliverable Format.
4. The winning Bidder agrees to supply, before Agreement execution, proof of liability insurance that meets the requirements of Provision 9 of Exhibit D entitled, Special Terms and Conditions.

STATEMENT OF QUALIFICATIONS

Responses to the invitation for bid shall include the following statement of qualifications (SOQ) components and information:

Professional Experience and References

- The applicant's professional experience in performing the specific tasks within the scope of work, with a description of professional experience and background of the organization in relation to water quality, water quality sampling and testing (with an emphasis on groundwater well and public/domestic water supply sampling and testing), public communication (in both English and Spanish) and project management and coordination.

Please provide details of any current or previous efforts in the Central Coast Region relevant to the scope of work.

- Examples of completed or on-going work that illustrate effective implementation of water quality sampling, handling and testing, public communication, and project management and coordination. Include a list of references and contacts for each of the projects.
- A list of additional references with contact information and a description of the professional relationship with the applicant and any sub-contractors identified within the SOQ.

Personnel and Expertise

- A list of proposed personnel to be assigned to the project. The list should identify each person's professional experience and qualifications. The list should also include the description of professional experience and background of any sub-contractors. The percentage of time each person will spend on the project must be estimated and stated, and the proposed tasks in the scope of work under their responsibility should be identified.
- The SOQ must clearly identify the person that will be responsible for directing the team (Project Director). It is expected that technical personnel will be dedicated to the technical aspects of the project under the oversight of the Project Director such that technical staff are not also responsible for non-technical project management or administrative tasks.
- A description of any other background, training, skill, or experience relevant to the organization and/or personnel assigned to the project.

Capacity

- A statement of the applicant's capacity to implement the project (i.e., the number of field sampling events and water quality analyses that can be implemented on a daily or weekly basis).
- Sub-contractors should be identified to implement field sampling and analytical testing if field sampling activities can't be implemented within thirty (30) days of being contacted by project participants and the primary laboratory is unable to test the samples within specified holding times.

Laboratory Certification

- Documentation of the laboratory's State Water Resources Control Board Division of Drinking Water Environmental Laboratory Accreditation Program (ELAP) certification for drinking water analyses.
- A copy of the laboratory's quality assurance manual subject to the requirements of Title 22, section 64815.
- Documentation of the laboratory's Electronic Deliverable Format (EDF) capabilities.
- A list of the standard testing methods, holding times and reporting limits for the specified list of water quality parameters/constituents contained within the scope of work

Sample documents

- Field sampling form
- Chain of custody form
- Laboratory report: including transmittal/cover letter, analytical results, and quality assurance/quality control results (provide these in both English and Spanish if available)
- Quality Assurance Project Plan and Sampling and Analysis Plan

G. Bid Format and Content Requirements

1. General Instructions

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

2. Bid Package Requirements

- a. Sign applicable IFB attachments/forms in blue ink.
 - 1) Have a person who is legally authorized to sign on behalf of the bidding firm sign each form that requires a signature. Signature stamps are not acceptable.
- b. Submit one (1) original bid package plus two (2) complete copies.
 - 1) Write “Original” on the original bid package. Place the originally signed attachments/forms in the set marked “Original”.
 - 2) Each bid set must be complete with a copy of all required attachments and documentation.
 - 3) Copies are not required to have original signatures.
- c. Bind each bid package copy with a single staple in the upper left-hand corner.

3. Bid Content Requirements

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

Complete and assemble the following items. After completing and signing the applicable attachments, assemble all items in the order shown below and place them in a **sealed** envelope.

H. Submission of Bids

1. Submission Instructions

- a. Assemble one (1) original and two (2) copies of the bid package together. Place the "original" bid package on top, followed by the two (2) copies.
- b. Bidders are cautioned to not rely on the Water Board during the evaluation to discover and report to the Bidder any defects and errors in the submitted documents. Bidders, before submitting their documents, should carefully proof them for errors and adherence to the IFB requirements.
- c. Place the original and copies in a single envelope or package. Seal the envelope.
- d. All bids must be submitted under sealed cover. The sealed cover must be plainly marked with the IFB title and number, must show your firm's name and address, and must be marked with "DO NOT OPEN."
- e. The Water Board does not accept alternate contract language from a prospective contractor. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- f. The Water Board reserves the right to reject all bids. The State is not required to award an agreement.
- g. Mail or arrange for hand delivery of the bid package to the Water Board's office. Bids may not be transmitted electronically by fax or e-mail.
- h. The Water Board must receive the bid package, regardless of postmark or method of delivery, by **4:30 p.m. on April 27, 2015**. The Water Board will not publicly open or read late bids.
- i. It is advised to utilize the Bid Checklist when compiling the Bid package.
- j. The outside of your bid package must show your firm's name and address as well as the information shown in the following box. Label and submit the bid package using one of the following methods:
 - U.S. Mail,
 - Hand Delivery,
 - UPS, Federal Express, or
 - Overnight Express

IFB 14-026-130
Robert LaCasse
State Water Resources Control Board
Division of Administrative Services, Contract Unit
1001 I Street, 18th Floor, Sacramento CA 95814
P.O. Box 100, Sacramento, CA 95812-0100

(Do Not Open)

2. Proof of Timely Receipt

- a. Water Board staff will log and attach a date/time stamped slip or bid receipt to each bid package/envelope received. If a bid package is hand delivered, Water Board staff will give a bid receipt to the hand carrier upon request.
- b. To be timely, the Water Board must receive bid packages at the stated place of delivery no later than **4:30 p.m.** on the bid due date.
- c. The Water Board will deem late bid packages nonresponsive.

3. Bidder Costs

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

I. Bid Opening

All bid packages properly received according to the IFB instructions on or before the bid due date will be publicly opened and read at **10:30 a.m. on April 28, 2015** at the following address:

State Water Resources Control Board
Division of Administrative Services, Contract Unit
1001 I Street, 18th Floor
Sacramento CA 95814

Bidders that would like to attend the Bid Opening must call Robert LaCasse at (916) 324-6341 by **April 27, 2015 by 2:00 p.m.**, so that arrangements may be made with the building's security.

J. Bid Requirements and Information

1. Nonresponsive Bids

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

- a. Failure of a Bidder to:
 - 1) Meet DVBE participation goals, when required.
 - 2) Meet bid format/content or submission requirements including the sealing, labeling, and/or timely and proper delivery of bid packages.
 - 3) Submit all required documentation listed on the Attachment/Certification Checklist.
- b. If a Bidder submits:
 - 1) A bid that is conditional, materially incomplete or contains material alterations or irregularities of any kind.
 - 2) Price information that contradicts the price/cost figures on the Bid Form or submits cost information in a format contrary to the IFB instructions.
 - 3) False, inaccurate or misleading information or falsely certifies compliance on any bid attachment.
- c. If the Water Board discovers, at any stage of the bid process or upon Agreement award, that a Bidder is unwilling or unable to comply with the Agreement terms, conditions and exhibits cited in this IFB and/or the resulting Agreement.
- d. Delinquent Tax Obligations (AB 1424 (Statutes of 2011) Public Contract Code 10295.4)

During the bid process, if a Prospective Bidder appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code, the Prospective Bidder's submittal will be deemed nonresponsive and will not be considered.
- e. If other irregularities occur in a bid response that are not specifically addressed herein (i.e., the Bidder places any conditions on performance of the scope of work, submits a counter offer/proposal, etc.).

2. Withdrawal and/or Resubmission of Bids

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

a. Withdrawal Deadline

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

b. Submitting a Withdrawal Request

- 1) Submit a written withdrawal request, signed by an authorized representative of the Bidder.

- 2) Label and submit the withdrawal request using one of the following methods:

U.S. Mail or Hand Delivery	Fax
Withdrawal IFB 14-026-600 State Water Resources Control Board Division of Administrative Services Contract Unit 1001 I Street, 18 th Floor Sacramento, CA 95814 P.O. Box 100 Sacramento, CA 95812-0100	Withdrawal IFB 14-026-600 State Water Resources Control Board Division of Administrative Services Contract Unit Fax (916) 341-5059

- 3) **[For faxed requests]** Bidders must call Robert LaCasse, Contract Analyst at (916) 324-6341 to confirm receipt of a faxed withdrawal request. Follow-up the faxed request by mailing or delivering the signed original withdrawal request within 24 hours after submitting a faxed request.

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

c. Bid Mistakes

If prior to Agreement award, award confirmation, or Agreement signing, a Bidder discovers a mistake in their bid that renders the Bidder unable or unwilling to perform all scope of work services for the price/costs offered, the Bidder must immediately notify the Water Board and submit a written request to withdraw its bid following the procedures set forth in Section J, Paragraph 4b.

d. Resubmitting a Bid Package

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

3. Evaluation and Selection

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

a. Bid Opening/Reading

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

b. Bid Package Review

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

4. Agreement Award and Protests

a. Agreement Award

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

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

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

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

b. Settlement of Tie Bids

- 1) In the event of a precise tie between the lowest responsive bid submitted by a certified small business or microbusiness and the lowest responsive bid submitted by a certified DVBE that is also a certified small business, the Agreement will be awarded to the DVBE Bidder per Government Code Section 14838(f) et seq.

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

c. Protests

1) Who can Protest

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

2) Grounds for Protests

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

3) Protest Time Lines

- a) If a Notice of Intent to Award is requested and posted by the Water Board, an eligible Bidder who wishes to protest the intended Agreement award must file a "Notice of Intent to Protest" with both the Water Board and the Department of General Services within five (5) working days of the intent to award posting. The Notice of Intent to Protest may be quite brief. Any Notice of Intent to Protest filed after the Water Board posts the Notice of Award shall be deemed untimely.
- b) Within five (5) calendar days after filing a "Notice of Intent to Protest", the protestant must file with both the Water Board and the Department of General Services a full and complete written protest statement identifying the specific grounds for the protest. The statement must contain, in detail, the reasons, law, rule, regulation, or practice that the protestant believes the Water Board has improperly applied in awarding the Agreement.

4) Submitting a Protest

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

Hand Delivery, Mail or Overnight Express:	Fax:
Protest to Water Board's IFB 14-026-130 Robert LaCasse State Water Resources Control Board Contract Analyst, Contracts Unit 1001 I Street, 18 th Floor P.O. Box 100 Sacramento, CA 95814	Protest to Water Board's IFB 14-026-130 Fax: (916) 341-5059
Protest to Water Board's IFB 14-026-130 Department of General Services Office of Legal Services Attention: Protest Coordinator 707 Third Street, 7 th Floor, Suite 7-330 P.O. Box 989052 West Sacramento, CA 95798-9052	Protest to Water Board's IFB 14-026-130 Dept. of General Services Office of Legal Services Fax: (916) 376-5088

For Faxed Protests

Faxed protests must be followed-up by sending an original signed protest, with all supporting material, within seven (7) calendar days of submitting the faxed protest.

Call the telephone numbers below to confirm receipt of a fax transmission:

Department of General Services	(916) 376-5080
Water Board	(916) 341-5061

5. Disposition of Bids

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

However, bid contents, Bidder correspondence, select working papers, or any other medium shall be held in the strictest confidence until the award is made.

- c. The Water Board may return a bid package to a Bidder at their request and expense after the Water Board concludes the bid process.

6. Inspecting or Obtaining Copies of Bids

a. Who can Inspect or Copy Bid Materials

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

b. What can be Inspected / Copied and When

- 1) On or after the Water Board makes a Notice of Intent to Award (if applicable) or an Award, all bids, Bidders list, conference sign-in/attendance sheet, check lists and/or evaluation sheets become public records. These records shall be available for review, inspection and copying during normal business hours.

c. Inspecting or Obtaining Copies of Bid Materials

Persons wishing to view or inspect any bid related materials must identify the items they wish to inspect and must make an inspection appointment by contacting Robert LaCasse at (916) 324-6341.

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

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

Request for Copies - IFB **14-026-130**
Robert LaCasse, Contract Analyst
1001 I Street, 18th Floor, Sacramento, CA 95814
P.O. Box 100, Sacramento, CA 95812
(916) 324-6341

7. Verification of Bidder Information

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

- a. Verify any and all claims made by the Bidder including, but not limited to verification of prior experience and the possession of other qualification requirements, and
- b. Check any reference identified by a Bidder or other resources known by the State to confirm the Bidder's business integrity and history of providing effective, efficient and timely services.

8. Water Board Rights

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

a. IFB Corrections

- 1) The Water Board reserves the right to do any of the following up to the bid submission deadline:
 - a) Modify any date or deadline appearing in this IFB or the IFB Time Schedule.
 - b) Issue clarification notices, addenda, alternate IFB instructions, forms, etc.
 - c) Waive any IFB requirement or instruction for all Bidders if the Water Board deems the requirement or instruction unnecessary, erroneous or unreasonable. If deemed necessary by the Water Board, the Water Board may also waive any IFB requirement or instruction after the bid submission deadline.
 - d) Allow Bidders to submit questions about any IFB change, correction or addenda. If the Water Board allows such questions, specific instructions will appear in the cover letter accompanying the document.
- 2) If deemed necessary by the Water Board to remedy an IFB error or defect that is not detected in a timely manner, the Water Board may also issue correction notices or waive any unnecessary, erroneous, or unreasonable IFB requirement or instruction after the bid submission deadline.
- 3) If applicable, the Water Board will post on the California State Contracts Register at www.cscr.ca.gov/cscr clarification notices or addenda. **Be sure to check this website often.**
- 4) The Water Board at its sole discretion, reserves the right to collect, by mail, e-mail, fax or other method, the following omitted and/or additional information:
 - a) Signed copies of any form submitted without a signature.
 - b) Data or documentation omitted from any submitted IFB attachment/form.
 - c) Information/material needed to clarify or confirm certifications or claims made by a Bidder.
 - d) Information/material or form needed to correct or remedy an immaterial defect in a bid package.

b. Immaterial Bid Defects

- 1) The Water Board may waive any immaterial defect in any bid package and allow the Bidder to remedy those defects. The Water Board reserves the right to use its best judgment to determine what constitutes an immaterial deviation or defect.

- 2) The Water Board's waiver of an immaterial defect in a bid package shall in no way modify this IFB or excuse a Bidder from full compliance with all bid requirements.

c. Correction of Clerical or Mathematical Errors

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

d. Right to Remedy Errors

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

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

e. No Agreement Award or IFB Cancellation

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

f. Agreement Amendments after Award

As provided in the Public Contract Code governing Contracts awarded by competitive bid, the Water Board reserves the right to amend the Agreement after the Water Board makes an Agreement award.

The Water Board may renew this Agreement for one (1) additional year at the rates indicated in the bid.

K. Preference Programs

Disabled Veterans Business Enterprise (DVBE) Information

This solicitation has been exempted from DVBE Participation Program requirements. Firms responding to this solicitation are not required to comply with DVBE program requirements.

However, for those firms voluntarily utilizing DVBE subcontractors, there will be an incentive applied to the level of DVBE participation identified in the bid response not to exceed five (5)

percent. Application of the incentive may place the bidder in line for bid award. Application of the incentive will not displace a certified small business with that of a non-small business. DVBE Incentive information and forms are found within the solicitation in Attachment 10.

Small Business Program Information

If a bidding firm is not a California Certified Small Business and wishes to be considered for the small business calculation preference for this solicitation, bidder application for small business must be received by the Department of General Services, Office of Small and DVBE Business Services (OSDS) by the bid due date by close of business. Bidders seeking small business certification status must also notify the State in writing at the time of bid 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 <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx> or call (916) 375-4941 or (916) 375-4400 for certification assistance.

For additional assistance meeting DVBE program requirements or inquiries about Small Business certification, please contact the Water Boards SB/DVBE Advocate at (916) 651-9705, or email her at Ellen.Harrison@waterboards.ca.gov.

1. Small/Micro Business Preference

- a. A responsive California small/micro business or Bidder, certified in a relevant business category or type, will be granted a preference of five percent (5%) of the lowest responsive bid, if that bid is submitted by a non-small/micro business. Non-small business means a responsive/responsible Bidder that is not certified by the California Department of General Services as a small business or microbusiness. The "service" category is the business type that will most likely apply to this solicitation. Nonprofit Veteran Service Agencies (NVSA) are to view the instructions in provision 3 of this section (Preference Programs).
- b. In granting small/micro business preference, no bid price will be reduced by more than \$50,000. The cost adjustment is for computation purposes only and does not alter the actual cost offered by the Bidder.
- c. To be certified as a California small/micro business and eligible for a bidding preference the business concern must meet the State's eligibility requirements and must have submitted an application for small/micro business status no later than 5:00 p.m. on the bid submission deadline.
- d. Firms desiring small/micro business certification must obtain the Small Business Certification Application (i.e., STD 812 or other form) from the appropriate office of the Department of General Services, fully complete the application, and submit it to the Department of General Services as instructed in the application. Prospective bidding firms desiring small business certification assistance, may contact DGS by the following means:
 - 1) (916) 322-5060 (24 hour recording and mail requests), or
 - 2) (916) 375-4940 (Small business assistance) or (800) 559-5529 (live operator-Central receptionist), or
 - 3) Internet address: <http://www.pd.dgs.ca.gov/smbus/default.htm> or

- 4) Fax: (916) 375-4950, or
- 5) Email: osdchelp@dgs.ca.gov

2. Non-Small Business Subcontractor Preference

- a. Non-small business means a responsive/responsible Bidder that is not certified by DGS as a small business or microbusiness.
- b. If the tentative low Bidder is not a certified DVBE or small/micro business, a bid preference of five percent (5%) is available to a responsive non-small business claiming twenty-five percent (25%) small business subcontractor participation with one or more small businesses. This preference is authorized pursuant to Title 2, California Code of Regulations Section 1896.2 and Government Code Section 14835.
- c. If a Bidder claims the non-small business subcontractor preference, the bid response must identify each proposed small business subcontractor, the participation percentage amount committed to each identified subcontractor, and substantial proof to enable verification of each subcontractor's small business status. The total small business subcontractor participation must equal no less than twenty-five percent (25%) of the total bid price or cost offered.
- d. To be granted preference, each proposed small business subcontractor must possess an active small business or micro business certification issued by the California Department of General Services, must perform a "commercially useful function" under the Agreement and the basic functions to be performed must be identified at the time of bidding.
- e. In granting the non-small business subcontractor preference, no bid price will be reduced by more than \$50,000. The cost adjustment is for computation purposes only and does not alter the actual cost offered by the Bidder.
- f. Complete the Non-Small Business Subcontractor Preference Request and Small Business Subcontractor Supplier Acknowledgement to request the non-small business subcontractor preference.

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

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

- a. Pursuant to Military and Veteran Code Section 999.50 et seq., responsive/responsible nonprofit veteran service agencies (NVSAs) claiming small business/microbusiness preference and verified as such in the relevant category or business type prior to the bid submission due date will be granted a preference of five percent (5%) of the lowest responsive bid, if the lowest responsive bid is submitted by a Bidder not certified as a small business/microbusiness. The "service" category is the business type that will most likely apply to this solicitation.

- b. In granting small business preference to NVSAs, no bid will be reduced by more than \$50,000. The preference cost adjustment is for computation purposes only and does not alter the actual cost offered by the Bidder.
- c. To be eligible for the NVSA small business preference, the business concern must:
 - 1) Request preference at the time of bid submission, and
 - 2) Become certified as a small business or micro business by the appropriate office of the DGS prior to the bid submission due date.

4. Disabled Veteran Business Enterprise (DVBE) Incentive Program

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

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

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

5. Combined Preferences

The incentive adjustment for awards based on low price cannot exceed 15% of the #1 ranked net bid price or \$100,000, whichever is less.

Any firm that is granted TACPA preference cannot displace an award to a certified small business.

L. Agreement Terms and Conditions

The winning Bidder must enter an Agreement that may contain the Bidder's bid form or budget, a Scope of Work, standard Agreement provisions, and one or more of the Agreement forms and/or exhibits identified below.

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

Water Board reserves the right to use the latest version of any form or exhibit listed below in the resulting Agreement if a newer version is available.

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

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

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

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

1. Sample Agreement Forms / Exhibits

Exhibit Label	Exhibit Name
a. STD 213	Standard Agreement
b. Exhibit A	Scope of Work
c. Exhibit A	Attachment I, Resumes
d. Exhibit B	Budget Detail and Payment Provisions
e. Exhibit B	Attachment I, Bid Sheet
f. Exhibit C view on-line.	General Terms and Conditions (GTC 610). View or download at the following link: http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx
g. Exhibit D	Special Terms and Conditions
h. Exhibit E	Additional Provisions

2. Unanticipated Tasks

In the event unanticipated or additional work must be performed that is not identified in this IFB, but in the Water Board's opinion is necessary to successfully accomplish the Scope of Work, the Water Board will initiate an Agreement Amendment to add that work. Unless otherwise indicated, all terms and conditions appearing in the resulting Agreement and the salary, wage, unit rates and/or other expenses appearing on the Bidder's Bid will apply to any additional work.

3. Resolution of Differences Between IFB and Agreement Language

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

Required Attachments

ATTACHMENT 1
REQUIRED ATTACHMENT / CERTIFICATION CHECK LIST

A complete Bid Package will consist of one (1) original bid package with original signatures plus **two (2)** copies or sets of each item identified below. Place a check mark or “X” in the box corresponding to each item that you are submitting to the State Water Board. For your bid to be responsive, all required attachments must be returned. This checklist must also be returned with your bid package.

Attachment		Attachment Name/Description	Confirmed by State Water Board
<input type="checkbox"/> Yes <input type="checkbox"/> No	1	Required Attachment / Certification Check List	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	2	Bid/Bidder Certification Sheet	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	3	Bid Response Form	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	4	Bid Sheet	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	5	*Summary of Proposed Laboratory Subcontractors	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> Yes <input type="checkbox"/> No	6	Bidder References	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	7	Payee Data Record (STD 204) Form	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	8	Contractor Certification Clauses (CCC-307). Page 1 must be signed and submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	9	California Disabled Veteran Business Enterprise (DVBE) Program Requirements http://www.pd.dgs.ca.gov/publications/resource.htm	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	10	Darfur Contracting Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	11	*Small Business Preference – If you are a certified Small Business (SB), include a copy of your SB certification http://www.pd.dgs.ca.gov/smbus/sbpref.htm	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	12	*Non Small Business Preference - If your company is a non-SB claiming 25% California certified SB subcontractor participation, include copy(ies) of each subcontractor's SB certification http://www.pd.dgs.ca.gov/smbus/sbpref.htm	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	13	*Target Area Contract Preference Act (TACPA) – http://www.pd.dgs.ca.gov/disputes/default.htm	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	14	Business License – if applicable. No form attached	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

State Water Resources Control Board
IFB 14-026-130

<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	15	Proof of Corporate Status (Corporations only) No form attached	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	16	Proof of Non-Profit Status (Non-Profit Organizations only) No form attached	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> Yes <input type="checkbox"/> No	17	Prime Contractor's Department of Public Health Services Certification – Copy – No form attached	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	18	**Prime Contractor's QA/QC Program Manuals – no form attached	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	19	*Subcontractor's Department of Public Health Certification – Copy- No form attached	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	20	**Subcontractor's QA/QC Program Manuals – No form attached	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> Yes <input type="checkbox"/> No	21	**Insurance certificate – No form attached	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No		Statement of Qualifications as outlined in the Bidder Minimum Qualification Requirements outlined in Section F of the IFB.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No		My firm possesses at least three consecutive years of experience of the types listed in the IFB section entitled "Qualification Requirements". That experience occurred within the past five years.	<input type="checkbox"/> Yes <input type="checkbox"/> No

***Indicate N/A if not applicable.**

**** These documents are not required with the bid package but are required within ten (10) days of request or contract award.**

ATTACHMENT 2
BID/BIDDER CERTIFICATION SHEET

This Bid/Bidder Certification Sheet must be signed and returned along with all the "required attachments" as an entire package. Return one original and (2) copies (one copy must bear an original signature).

- A. Our all-inclusive bid is submitted as detailed in Attachment 3, "Bid Response Form" and Attachment 4, "Cost Tables".
- B. All required attachments are included with this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document and sample agreement. The signature below authorizes the verification of this certification.

An Unsigned Bid/Bidder Certification Sheet May Be Cause For Rejection

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
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.	
Indicate applicable license and/or certification information:		
9. Contractor's State Licensing Board Number	10. PUC License Number CAL-T-	11. Required Licenses and Certifications
12. Bidder's Name (Print)	13. Title	
14. Signature	15. Date	
16. Are you certified with the Department of General Services, Procurement Division, Office of Small Business and DVBE Certification (OSDC) formerly Office of Small Business Certification and Resources (OSBCR) as:		
a. Small or Micro Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____	a. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____	
NOTE: Your certification number will be verified for status as will your Service Industrial Classification code as related to this IFB. Provide the date your application was submitted to OSDC (formerly OSBCR) if an application is pending:		

ATTACHMENT 2
BID/BIDDER CERTIFICATION SHEET

Instructions for Bid/Bidder Certification Sheet

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

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

ATTACHMENT 3
BID RESPONSE FORM

The "Bid Sheet", Attachment 5, 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 by the bidder shall be binding for the term of the Agreement and the one-year renewal option.

Billing cycle:

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

Note: All services performed are paid in arrears according to the billing cycle indicated or as agreed between the Contractor and Contract Manager.

For bidding purposes, the analyses have been divided into bid groups (see Attachment 5, "Bid Sheet"). To receive consideration, the bidder **must** quote a price for every determination or procedure listed in every bid group. Incomplete bids cannot be considered, as they cannot be evaluated against other submittals. The bidder is required to calculate their total bid price, see section titled, Instructions for Completing Attachment 5, "Bid Sheet".

The estimated number of analyses per year is not known at this time as the amount of sampling during this project will be determined by domestic well owner participation.

INSTRUCTIONS FOR COMPLETING ATTACHMENT 4, "Bid Sheet"

The required Attachment 4, "Bid Sheet" total bid price is calculated as follows:

1. The "Analytical Cost Table" table shall be completed by inputting the cost per sample and totaling down to determine the Total Sample Cost per Well. The Total Sample Cost per Well amount will be input below in the Analytical Testing line item.
2. The bidder enters the appropriate unit or hourly cost for each Budget line item, as appropriate, in the space highlighted in yellow.
3. Enter the sum of all line items in the Budget table on the Total Project Implementation Cost line.

ATTACHMENT 3
BID RESPONSE FORM

<hr/> <i>(Name of Firm)</i> <hr/> <i>(Address)</i> <hr/> <i>(City, State & Zip Code)</i> TOTAL BID AMOUNT: <hr/>	STATE WATER BOARD USE ONLY <i>Date Issued:</i> _____ <i>Date Received:</i> _____ STATE WATER RESOURCES CONTROL BOARD, DIVISION OF WATER QUALITY <hr/> <i>(Name of Evaluator)</i>
---	--

The bidder hereby proposes and agrees to furnish all labor, material, and equipment to perform the Scope of Work, Exhibit A, in accordance with specifications contained in this IFB, attached sample agreement and such addenda as may be issued, in accordance with prescribed specifications, for the **unit cost per sample** at the rates bid in Attachment 4, "Bid Sheet".

(Authorized Signature)

(Printed Name/Title of Person Signing)

Date

ATTACHMENT 4

BID SHEET

FIRM NAME: _____

A. Analytical Cost Table

Parameter	Cost Per Sample
1. pH (field)	
2. Specific Conductance (field)	
3. Total Dissolved Solids	
4. Total Alkalinity as CaCO ₃	
5. Calcium	
6. Magnesium	
7. Sodium	
8. Potassium	
9. Sulfate (SO ₄)	
10. Chloride	
11. Nitrate (as N)	
12. Arsenic	

13. Total Analytical Cost Per Well = _____
(Sum of 1-12)

Cost Per Sample Note: Quality assurance and quality control costs associated with sample collection, handling and analytical testing (e.g., blanks, spikes, calibration checks, replicates, splits, chain-of-custody, etc.) are already built in to the field sampling and analytical cost estimate per the CDPH ELAP required Laboratory Operations and Quality Assurance Plan. The Total Analytical Cost Per Well total shall also include data upload to Geo Tracker and the transmittal of results to project participants.

B. Budget

Budget Items	Hourly Rate
Project Management	
14. Project Management	
15. QAPP and SAP Development	
16. Coordination Meetings	
17. Conference Calls	
18. Preparation of Invoices and Deliverables	
Well Sample Implementation	
19. Scheduling and Coordination of Field Sampling	
20. Field Sampling Activities	

21. Total Estimated Hourly Rate = _____
(Sum of lines 14 through 20)

Total Estimated Project Rates (Sum of Lines 13 & 21) _____
(For awarding purposes only)

ATTACHMENT 5
SUMMARY OF PROPOSED LABORATORY SUBCONTRACTORS

Each bidder is required to prepare a Summary of Proposed Laboratory Subcontractors and submit it as Attachment 5 with the Bid Package. (Note: If no subcontractors are to be used, it is not necessary to submit a Summary.)

The Summary must include the following information for each subcontractor to be used:

1. Company name;
2. Telephone number;
3. Contact person;
4. List of analyses and services (by Bid Group and description as shown on Attachment 4, "Cost Tables", to be assigned to each subcontractor; and
5. Percentage of Total Agreement Amount assigned to each subcontractor.

Note: Provide the percentage of the Total Agreement Amount assigned to subcontractors.

Bid Group	Analysis	Subcontractor Name Telephone Number Contact Person	Percentage of Total Agreement Amount

TOTAL PERCENTAGE OF TOTAL AGREEMENT AMOUNT _____ %

ATTACHMENT 6
BIDDER REFERENCES

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

List below three (3) references of similar services performed within the last five (5) years. If three (3) references cannot be provided, please explain why on an attached sheet of paper.

REFERENCE 1

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

REFERENCE 2

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

REFERENCE 3

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

ATTACHMENT 7

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

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

STD. 204 (Rev. 6-2003)

1	INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.		
2	PAYEE'S LEGAL BUSINESS NAME (Type or Print)		
	SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)		E-MAIL ADDRESS
	MAILING ADDRESS		BUSINESS ADDRESS
	CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE
3	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): - 		NOTE: Payment will not be processed without an accompanying taxpayer I.D. number
PAYEE ENTITY TYPE CHECK ONE BOX ONLY	<input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> ESTATE OR TRUST		
	CORPORATION: <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> EXEMPT (non-profit) <input type="checkbox"/> ALL OTHERS		
	<input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: - <div style="font-size: small; margin-top: 5px;">(SSN required by authority of California Revenue and Tax Code Section 18646)</div>		
4	<input type="checkbox"/> California Resident – Qualified to do business in California or maintains a permanent place of business in California. <input type="checkbox"/> California Nonresident (see reverse side) – Payments to nonresidents for services may be subject to State income tax withholding. <div style="margin-left: 20px;"> <input type="checkbox"/> No services performed in California <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached. </div>		
5	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly inform the State agency below.		
	AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)		TITLE
	SIGNATURE	DATE	TELEPHONE ()
6	Please return completed form to: State Water Resources Control Board Contracts Office 1001 – I Street, 18th Floor Sacramento, CA 95814 (916) 341-5807 Fax: (916) 341-5059 E-mail: N/A		

ATTACHMENT 7

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (REVERSE)

1	<p><u>Requirement to Complete Payee Data Record, STD. 204</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect not to do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be considered a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at the time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals/sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>
	<p><u>Privacy Statement</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>

ATTACHMENT 8

CONTRACTOR CERTIFICATION CLAUSES (CCC-307)

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Government Code Section 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

ATTACHMENT 8

CONTRACTOR CERTIFICATION CLAUSES (CCC-307)

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Government Code Section 8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Public Contract Code 10296) (Not applicable to public entities.)
4. **CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:** Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

5. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
6. **SWEATFREE CODE OF CONDUCT:**
 - a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

ATTACHMENT 8

CONTRACTOR CERTIFICATION CLAUSES (CCC-307)

- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
7. **DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code Section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Public Contract Code Section 10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Public Contract Code Section 10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

ATTACHMENT 8

CONTRACTOR CERTIFICATION CLAUSES (CCC-307)

2. **LABOR CODE/WORKERS' COMPENSATION:** Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. **AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. **CONTRACTOR NAME CHANGE:** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. **RESOLUTION:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all contractors that are not another state agency or other government entity.

ATTACHMENT 9

CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM REQUIREMENTS – FOR NON-IT SERVICES ONLY (Revised July 2011)

Please read the requirements and instructions carefully before you begin.

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

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

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

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

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

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

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

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

COMMITMENT -- Commit to meet or exceed the DVBE participation requirement in this solicitation by either Method A1 (bidder is a California certified DVBE) or A2 (bidder is not a California certified DVBE). Bidders must document DVBE participation commitment by completing and submitting the Bidder Declaration (GSPD-05-105 form) located elsewhere within the solicitation document and can be found at <http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf>. Failure to complete and submit the required form as instructed shall render the bid non-responsive.

At the State's option prior to award of the contract, a written confirmation from each DVBE subcontractor identified on the Bidder Declaration must be provided. As directed by the State, the written confirmation must be signed by the bidder and/or the DVBE subcontractor(s). The written confirmation may request information that includes but is not limited to the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, and total amount to be paid to the DVBE. If further verification is necessary, the State will obtain additional information to verify compliance with the above requirements.

Method A1. Certified DVBE bidder:

- a. Commit to performing at least 3% of the contract bid amount (unless otherwise specified) with the prime bidder's firm or in combination with another DVBE(s).
- b. Document DVBE participation on the Bidder Declaration [GSPD-05-105](#) form.
- c. At the State's option a DVBE bidder working in combination with other DVBEs shall submit proof of its commitment by submitting a written confirmation from the DVBE(s) identified as a subcontractor on the Bidder Declaration. When requested, the document must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written confirmation as specified may be grounds for bid rejection.

Method A2. Non-DVBE bidder:

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

TO LOCATE DVBE SUPPLIERS:

To search for a California certified DVBE, go to the California Department of General Services website at <http://www.bidsync.com/DPXBisCASB>. You may also contact the CDE's DVBE Advocate for assistance. The CDE's DVBE Advocate contact information is listed in the solicitation document.

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

Confirmed DVBE Participation of:	DVBE Incentive:
5% or Over	5%
4% to 4.99% inclusive	4%
3% to 3.99% inclusive	3%

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

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

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

Commercially Useful Function Definition

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

The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of §1896.61(f); is certified in accordance with §1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function.

As defined in MVC §999, a person or an entity is deemed to perform a "commercially useful function" if a person or entity does **all** of the following:

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

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

DVBE Program Requirements Checklist:

- ✓ Commitment letter to using certified DVBE(s) for at least 3% (unless otherwise specified of the bid amount). The inclusion of cost information on the DVBE commitment letter may disqualify the proposal from consideration.
- ✓ Document DVBE participation on the Bidder Declaration GSPD-05-105 form. Please read the GSPD-05-105 form instructions carefully.
- ✓ Written confirmation from each DVBE identified as a subcontractor on the GSPD-05-105 form. The inclusion of cost information on the DVBE confirmation letter may disqualify the proposal from consideration.

RESOURCES AND INFORMATION

For questions regarding bid documentation requirements, **contact the contracting official at the awarding department for this solicitation.** For a directory of SB/DVBE Advocates for each department go to:
<http://www.pd.dgs.ca.gov/smbus/advocate.htm>

The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in locating DVBEs for a fee. To obtain this list, please go to www.pd.dgs.ca.gov/smbus and select:

- [DVBE Trade Paper Listing](#) (New 02/09) (pdf)
- [DVBE Focus Paper Listing](#) (New 02/09) (pdf)

U.S. Small Business Administration (SBA):
Use the Central Contractor Registration (CCR) on-line database.
Internet contact only –Database: www.ccr.gov/.

FOR:
Service-Disabled Veteran-owned businesses in California (Remember to verify each DVBE's California certification.)

Local Organizations: Go to www.pd.dgs.ca.gov/smbus and select [DVBE Local Contacts](#) (New 02/09) (pdf)

FOR:
List of potential DVBE subcontractors

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

FOR:

- SB/DVBE Search
- CSCR Ads
- Click on Training tab to Access eProcurement Training Modules including: Small Business (SB)/DVBE Search

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

FOR:

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

ATTACHMENT 10

DARFUR CONTRACTING ACT CERTIFICATION

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

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

OPTION #1 - CERTIFICATION

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

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

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

OPTION #2 – WRITTEN PERMISSION FROM DGS

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

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

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

ATTACHMENT 11

SMALL BUSINESS CERTIFICATION

SUBMIT WITH BID

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

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

<http://www.pd.dgs.ca.gov/smbus/sbpref.htm>

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

ATTACHMENT 12

NON-SMALL BUSINESS PREFERENCE

**SUBCONTRACTOR'S SMALL BUSINESS CERTIFICATION COPIES,
IF APPLICABLE**

SUBMIT WITH BID

Submit a copy of the current Small Business certification for each subcontractor.

ATTACHMENT 13

TARGET AREA CONTRACT PREFERENCE ACT (TACPA)

This page is a placeholder for the TACPA Request Form

Download a copy of this form at:

<http://www.pd.dgs.ca.gov/disputes/default.htm>

Contract Exhibits

The following pages represent a sample of the contract that may be awarded from this IFB.
Please review it carefully.

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

XX-XXX-XXX

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

State Water Resources Control Board

CONTRACTOR'S NAME

2. The term of this Agreement is: ****Upon DGS, Office of Legal Services, approval, through [Enter 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.

Exhibit A – Scope of Work X pages

Exhibit B – Budget Detail and Payment Provisions X pages

Attachment I – Cost Tables X pages

Attachment II – Summary of Proposed Laboratory Subcontractors (if applicable) X page

Exhibit C* – General Terms and Conditions GTC 610

Exhibit D – Special Terms and Conditions X pages

Exhibit E – Additional Provisions X pages

****The effective date of this Agreement is the approval date by the Department of General Services, Office of Legal Services. No work shall commence until the effective date.**

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 <http://www.ols.dgs.ca.gov/standard+language>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

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

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

State Water Resources Control Board

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Miles Burnett, Assistant Deputy Director,
Division of Administrative Services**

ADDRESS

1001 I Street, 18th Floor, Sacramento, CA 95814

**California Department of General Services
Use Only**



Exempt per:

Exhibit A
Scope of Work

1. SCOPE OF WORK:

- A. Contractor agrees to provide the following services to the State Water Resources Control Board (Water Board) and the Central Coast Regional Water Quality Control Board (Regional Water Board), (collectively referred to herein as the Water Boards), as described herein:

Contractor shall provide project management, field sampling, analytical testing, and data management services for the implementation of a voluntary drinking water well sampling project in the Central Coast Region.

- B. The services shall be performed throughout rural areas within the jurisdiction of the Central Coast Regional Water Quality Control Board.
- C. Notification of this project will be conducted via an accompanying outreach and education project to be implemented by the Water Board in coordination with other third party contractors pursuant to a separate agreement. Phasing of the outreach and education activities will be coordinated with the contractor pursuant to this agreement to facilitate the stepwise implementation of the field sampling activities.
- D. The services shall be provided during the Contractor's normal business hours. However, consideration should be given to members of the public who wish to participate in this project but can't do so during normal business hours.

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

Direct all inquiries to:

State Water Resources Control Board	Contractor: TBD
Section/Unit:	Section/Unit: TBD
Attention: Matthew Keeling	Attention: TBD
Address: 895 Aerovista Place, Suite 101 San Luis Obispo, CA. 93401-7906	Address: TBD
Phone: (805) 549-3685	Phone: TBD
Fax:	Fax: TBD
e-mail: matt.keeling@waterboards.ca.gov	e-mail: TBD

The parties may change their Project Representative upon providing ten (10) days written notice to the other party.

2. WORK TO BE PERFORMED:

- A. Background and Goals

The Water Boards is pursuing the implementation of a domestic well outreach and sampling project within the Central Coast Region with an emphasis on high-risk nitrate areas and disadvantaged communities. The proposed project is intended as a pilot to

Exhibit A
Scope of Work

inform the implementation of similar projects in the State where there are significant drinking water problems affecting domestic wells.

Nitrate contamination of drinking water is a top priority for the Water Boards. Although nitrate pollution and the resulting public health threat is not unique to the Central Coast or California, it is well documented that areas within the Central Coast are subject to some of the most widespread and severe nitrate pollution conditions within the State. There are approximately 44,000 private domestic wells in the Central Coast Region. Many of these domestic wells are more susceptible to nitrate pollution given their shallow depths and rural locations within or adjacent to areas subject to intensive irrigated agricultural land uses. Recent data indicate that 20 to 69 percent of the private domestic wells sampled in some areas of the Central Coast (e.g., by county and groundwater basin) exceed the drinking water standard for nitrate. Only about 3.7 percent of the private domestic wells in the Central Coast Region have been sampled as part of voluntary or regulatory Water Board programs. Consequently, thousands of people living within rural agricultural areas of the Central Coast Region who do not get their drinking water from a public water system are at risk of drinking groundwater that does not meet public health standards for nitrate. Although arsenic data is available to a lesser extent for domestic and small non-public water system wells, arsenic is also a concern given it is the most commonly detected contaminant in public water system drinking water wells statewide.

The primary objectives of Central Coast Domestic Well Sampling Project are to:

1. Provide free water quality sampling and analytical services (along with supporting information) to domestic well and small non-public water system well owners so they can make informed decisions about the safety of their drinking water.
2. Provide the Water Board, local agencies and general public with regional-scale groundwater quality data associated with unregulated sources of drinking water.

The groundwater and drinking water quality data generated from this project and subsequent projects will be used to 1) inform well owners about the safety of their drinking water and inform the general public and local and state agencies about groundwater quality (via upload of data to GeoTracker GAMA and technical reports), 2) serve as a baseline for future sampling efforts to evaluate groundwater quality over time, and 3) help the Water Board evaluate and prioritize source control and replacement water supply efforts. The data generated from this pilot project and follow-up projects will be used to identify Water Board priorities, inform/substantiate Water Board actions and evaluate the effectiveness of those actions over time

B. Tasks and Deliverables

Task 1. Develop project specific Quality Assurance Project Plan (QAPP) and Sampling and Analysis Plan (SAP)

The contractor shall prepare a project specific Quality Assurance Project Plan (QAPP) and Sampling and Analysis Plan (SAP). The QAPP shall be in general accordance with the *US EPA Requirements for Quality Assurance Project Plans EPA QA/R-5, 3/01*

Exhibit A
Scope of Work

(<http://www.epa.gov/nrmrl/ga/qappreg.html>). The SAP will be based in-part on the laboratory's Laboratory Operations and Quality Assurance Plan per the Water Board Division of Drinking Water Environmental Laboratory Accreditation Program (ELAP) requirements governing the collection, handling and testing of water quality samples (i.e., Title 22, section 64815). The SAP may be included as part of the QAPP or as a stand-alone document.

The project specific QAPP and SAP shall be submitted to the Regional Water Board for review and approval prior to the contractor implementing any field sampling activities. No field work may occur prior to QAPP and SAP approval. Any costs related to data collected prior to and not supported by the approved QAPP and SAP will not be reimbursed.

1. The QAPP and SAP shall include protocols and standard forms/templates as necessary for the following:
 - 1.1. Project participant request for analyses (RFA), coordination and tracking,
 - 1.2. Sampling procedures,
 - 1.3. Chain of custody (COC),
 - 1.4. Sample preservation & holding time,
 - 1.5. Quality assurance and quality control for project implementation, field sampling, analytical testing, and data management,
 - 1.6. Field and laboratory analyses (using standard methods via laboratory certified by SWRCB ELAP for drinking water analyses) for the following:

pH (field)
Specific Conductance (field)
Total Dissolved Solids
Total Alkalinity as CaCO₃
Calcium
Magnesium
Sodium
Potassium
Sulfate (SO₄)
Chloride
Nitrate (as N)
Arsenic

Note: Additional field sampling parameters will be required to document that the well and plumbing appurtenances have been sufficiently purged prior to sample collection; to ensure that drinking water samples characteristic of the raw and untreated groundwater supply are collected by qualified personnel, as indicated below:

Groundwater samples must be collected by qualified personnel (e.g., consultant, technician, etc. with applicable training and experience) using proper sampling methods, chain of custody, and quality assurance/quality control protocols. Groundwater samples must be collected at or near the well head before the pressure tank and prior to any treatment. In cases where this is not possible, the water sample must be collected from a sampling point as close to the pressure tank as possible, or from a cold-water spigot located before any filters or water

Exhibit A
Scope of Work

treatment systems. Prior to collecting samples, the water shall be run to purge the well or water system until field parameters (e.g., pH, water temperature,

specific conductance, oxidation-reduction potential [ORP] and dissolved oxygen) stabilize within an acceptable range (to be defined within the SAP).

- 1.7. Determination of well location coordinates (i.e., latitude and longitude with respect to NAD 83 datum) via hand held GPS or other appropriate method:
 - 1.7.1. GPS accuracy, calibration and operation.
- 1.8. Collection of additional site information/data, including:
 - 1.8.1. Site address and number of parcels/residences served by well (include assessors' parcel numbers served by well as available),
 - 1.8.2. Participant name and contact information including mailing address (if different from site address), phone number and email address,
 - 1.8.3. Depth to groundwater if well construction/operation allows measurement,
 - 1.8.4. Well construction details as available (i.e. date of construction, size, depth, screen interval or Department of Water Resources well completion report),
 - 1.8.5. Site conditions, surrounding land-use activities, septic system proximity to well, etc.
 - 1.8.6. Photo documentation of wellhead, adjacent area and sample collection location.
- 1.9. Data management:
 - 1.9.1. Upload of water quality data and well location coordinates to GeoTracker by the laboratory via Electronic Deliverable Format (EDF) within five (5) working days of completing water quality analyses. Project specific GeoTracker Global ID number convention to be developed in coordination with the Water Board prior to implementation,
 - 1.9.2. Maintenance of well owner/participant name, locational information, and field data confidentiality by assigning individual samples with a specific project identification/tracking number (preferably the GeoTracker Global ID number),
 - 1.9.3. Transmittal of test results back to project participant by U.S. Mail within five (5) working days of completing water quality analyses along with supporting information to be provided by the Water Board.
 - 1.9.4. Provide reports to the Water Board along with invoices in both hard-copy and PDF searchable electronic format containing:
 - 1.9.4.1. Documentation of program implementation and effectiveness with any lessons learned and proposed modifications,
 - 1.9.4.2. Documentation of the laboratories ongoing ELAP certification,
 - 1.9.4.3. Documentation of dates of RFA, and field sampling scheduling and implementation,

Exhibit A
Scope of Work

- 1.9.4.4. Documentation of data upload to GeoTracker,
- 1.9.4.5. Documentation of results mail out,
- 1.9.4.6. Site information/data,
- 1.9.4.7. Access agreements,
- 1.9.4.8. Field sampling forms,
- 1.9.4.9. Chain of custody,

- 1.9.4.10. Laboratory analytical data sheets, and
- 1.9.4.11. Compilation of project participant contact information, well location and water quality data in a tabular electronic format; format to be developed by contractor in coordination with Water Board.

Note: portions of the reports containing well ownership or location information, or that could facilitate the nexus between this information and the project specific GeoTracker Global ID number, shall be clearly labeled as “**CONFIDENTIAL**” and be maintained as such.

1.10. Training:

- 1.10.1. Provide training to dedicated personnel as necessary to implement and coordinate project related tasks consistent with the QAPP and SAP.

Task 1 Deliverable:

- 1. Develop and submit Quality Assurance Project Plan (QAPP) and Sampling and Analysis Plan (SAP) to Regional Water Board.

Task 2. Project Implementation

2. Scheduling and implementation of sampling and testing pursuant to QAPP and SAP:

2.1. Coordinate with project participants:

- 2.1.1. Shall establish and maintain dedicated point(s) of contact to include with project notification outreach materials (to be prepared and disseminated by the Water Board or other third party); this includes local or toll free phone number(s) supported by bilingual (English and Spanish) personnel and voice mail system (additional website and associated phone app will also be considered), and
- 2.1.2. Schedule and confirm field sampling visits with project participants within five (5) working days of requests to participate in the project and implement field sampling activities within 30 days (it is expected that the contractor will schedule multiple field sampling visits for sites in relative proximity to each to maximize project efficiency).

Exhibit A
Scope of Work

- 2.2. Conduct field sampling activities:
 - 2.2.1. Meet with project participants, or their designated representative, for sampling,
 - 2.2.2. Complete access agreements, field forms, chain of custody, etc.,
 - 2.2.3. Implement and document field sample collection, preservation and holding activities, including measurement of field parameters,
 - 2.2.4. Collect and document other site information, and
 - 2.2.5. Coordinate with laboratory personnel for sample delivery/pickup per chain of custody procedures.
- 2.3. Conduct and document laboratory analytical testing and QA/QC.
- 2.4. Upload analytical results and well location coordinates to GeoTracker via EDF.
- 2.5. Transmit testing results to project participants:
 - 2.5.1. Within five (5) working days of completing the water quality analyses, mail water quality results to project participants with supporting information provided by the Water Board (provide information in Spanish as necessary), and
 - 2.5.2. Track and resubmit water quality results packages as necessary due to mail delivery failure.

Note: Water Board staff will follow up with a phone call for wells that exceed a drinking water standard to confirm receipt and understanding of data.

Task 3. Project Coordination and Documentation

- 3. Internal and external coordination and documentation of project implementation consistent with the QAPP and SAP:
 - 3.1. Internal Project Coordination: The contractor shall coordinate project tasks with designated personnel and provide oversight for project implementation, including program staffing, training, implementation and follow-up as necessary to ensure program timing, consistency, and effectiveness.
 - 3.2. External Project Coordination: The contractor shall coordinate with Regional Water Board staff to prepare QAPP and SAP, and to provide ongoing evaluations of project implementation and performance:
 - 3.2.1. Two meetings as required prior to project implementation to review, discuss and finalize the QAPP and SAP, etc.,
 - 3.2.2. One meeting two weeks after the initiation of sampling activities to review and discuss implementation activities and protocols,
 - 3.2.3. Monthly conference call meetings with Central Coast Water Board staff as necessary to coordinate outreach, evaluate response to outreach, discuss and modify program implementation, etc.,

Exhibit A
Scope of Work

3.2.4. Water Board staff will accompany project field sampling personnel on at least two days to observe and document implementation of field sampling tasks.

3.3. Reports:

3.3.1. Generate and provide reports per QAPP/SAP task 1.9.4 along with invoices in both hard-copy and PDF searchable electronic format.

Task 3 Deliverables:

- 3a. Two meetings prior to project implementation
- 3b. Meeting two weeks after initiation of sampling activities
- 3c. Monthly conference calls to coordinate outreach, evaluate response to outreach, and discuss and modify program implementation.
- 3d. Provide reports to the Water Board along with invoices in both hard-copy and PDF searchable electronic format.

C. Task and Deliverable Schedule Timeline

Task #	Task Description	Deliverable Due Date
1.	Develop and submit Quality Assurance Project Plan (QAPP) and Sampling and Analysis Plan (SAP) to Regional Water Board.	Approval date of final QAPP/SAP TBD as part of contract negotiations
3a.	Two meetings prior to project implementation	TBD based on project implementation
3b.	Meeting two weeks after initiation of sampling activities	TBD based on project implementation
3c.	Monthly conference calls to coordinate outreach, evaluate response to outreach, and discuss and modify program implementation.	To be scheduled during the first week of the month starting after the first whole month of project implementation
3d.	Provide reports to the Water Board along with invoices in both hard-copy and PDF searchable electronic format.	Per invoicing schedule TBD as part of contract negotiations

Exhibit B
Budget Detail and Payment Provisions

1. INVOICING AND PAYMENT:

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the Water Boards agree to compensate Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement number and shall be submitted in triplicate not more frequently than **[monthly quarterly]** in arrears to:

Matthew Keeling
Central Coast Regional Water Quality Control Board
895 Aerovista Place, Suite 101
San Luis Obispo, CA. 93401-7906

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

Exhibit B
Budget Detail and Payment Provisions

- c) The method of computing the amount due. On cost reimbursable Agreements, invoices must be itemized based on the categories specified in the Budget. The amount claimed for salaries/wages/consultant fees must also be explained; i.e., hours or days worked times the hourly or daily rate = the total amount claimed;
- d) The total amount due; this should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by Contractor under the terms of this Agreement; and
- e) Original signature of Contractor (not required of established firms or entities using preprinted letterhead invoices).

2. BUDGET CONTINGENCY CLAUSE:

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

3. PROMPT PAYMENT CLAUSE:

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

4. REMITTANCE ADDRESS:

The address to which the warrant will be mailed is:

CONTRACTOR NAME
ATTN:
STREET ADDRESS OR PO BOX
CITY/STATE/ZIP CODE

Exhibit B
Budget Detail and Payment Provisions

5. TIMELY SUBMISSION OF FINAL INVOICE:

- A. Based on the Contract expiration date of June 30, 2016, a final undisputed invoice shall be submitted for payment no more than [ninety / thirty (90 or 30)] calendar days following the expiration or termination date of this Agreement, unless a later or alternate deadline is agreed to in writing by the Contract Manager. Said invoice should be clearly marked "Final Invoice," thus indicating that all payment obligations of the Water Boards under this Agreement have ceased and that no further payments are due or outstanding.
- B. The Water Boards may, at its discretion, choose not to honor any delinquent final invoice if Contractor fails to obtain prior written Water Boards approval of an alternate final invoice submission deadline. Written Water Boards approval shall be sought from the Contract Manager prior to the expiration or termination date of this Agreement.

6. CONSULTANT - STAFF EXPENSES:

Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with any California governmental entity.

7. EXPENSE ALLOWABILITY/FISCAL DOCUMENTATION:

- A. Invoices received from a Contractor and accepted and/or submitted for payment by the Water Boards, shall not be deemed evidence of allowable Agreement costs.
- B. Contractor shall maintain for review and audit and supply to the Water Boards upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.
- C. If the allowability or appropriateness of an expense cannot be determined by the Water Boards because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the Water Boards. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
- D. If travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures.
- E. Costs and/or expenses deemed unallowable are subject to recovery by the Water Boards. See **provision 10** in this exhibit entitled, "Recovery of Overpayments" for more information.

8. RECOVERY OF OVERPAYMENTS:

- A. Contractor agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the Water Boards by one of the following options:

Exhibit B

Budget Detail and Payment Provisions

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

9. BUDGET FLEXIBILITY CLAUSE:

- A. Subject to the prior review and approval of the Contract Manager, line item shifts of up to a cumulative maximum of \$25,000 or 10% of the annual Agreement total, whichever is less, may be made over the life of the Agreement.
- B. There must be a substantial business justification for any shifts made. Fund shifts which increase Indirect, Overhead or General Expense line items are prohibited.
- C. Line item shifts may be proposed / requested by either the Water Boards or Contractor in writing, and must not increase or decrease the total Agreement amount allocated. Any line item shifts must be approved by the Deputy Director of the [program] Division, or his/her designee, and must be sent to the Contracts Office within 10 days of approval for inclusion in the Agreement folder.
- D. If the Agreement is formally amended, any line item shifts agreed to by the parties must be included in the amendment.

10. EQUIPMENT PURCHASES PROVISION:

- A. When purchasing equipment with State funds, each item must be tagged with a State property identification tag. Upon request from Contractor's Administrative Representative, the Property Control Officer will provide the Property Inventory In-Put Document for completion. Information needed to complete the Property Inventory In-Put document would include the following:

Exhibit B
Budget Detail and Payment Provisions

- (a) Description of the item
 - (b) Manufacturer
 - (c) Serial Number
 - (d) Acquisition Date
 - (e) Acquisition Document (PO#)

 - (f) Cost
 - (g) Name (Agency) and Location (Address)
- B. When submitting the Property Inventory In-Put document to the Property Control Officer, please attach a copy of the purchase order(s) and send to the Property Control Officer at the following address:
- DAS - Business Services Management
State Water Resources Control Board
1001 I Street, 18th Floor
Sacramento, CA 95814
- C. Once the Property Control Officer has received the completed Property Inventory In-Put Document, along with the purchase order (PO) for the item, a property identification tag will be assigned to each piece of equipment. The Property Control Officer, in coordination with the Contract Manager and Contractor's Administrative Representative, will provide Contractor with a copy of the Property Inventory In-Put Document and the State Property Identification Tag(s). Per the Property Inventory In-Put Document, each piece of equipment must have the proper identification tag and it must be adhered to the equipment.
- D. Upon completion of the Contract, the Contract Manager will coordinate with Contractor's Administrative Representative for the retrieval and return of the purchased equipment to the Water Boards.

Exhibit C

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: The General Terms and Conditions (GTC 610) is incorporated by reference to Internet site <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>.

Exhibit D
Special Terms and Conditions

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

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

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

3. **PROPERTY ACQUISITIONS:** Property, as used in this section, shall include:

Equipment - Tangible property (including furniture) with a unit cost of \$5,000.00 or more and a useful life of one (1) year or more. Actual cost includes the purchase price plus all costs to acquire, install and prepare the equipment for its intended use.

Furniture - Standard office furnishings including desks, chairs, bookcases, credenzas, tables, coat racks, etc.

Portable Assets - Items considered "highly desirable" because of their portability and value; e.g., calculators, cell phones, blackberry's, laptop computers, cameras and microscopes.

Electronic Data Processing (EDP) Equipment - All computerized and auxiliary automated information handling including system design and analysis, conversion of data, computer

Exhibit D
Special Terms and Conditions

programming, information storage and retrieval, voice, video and data communications, requisite system controls, simulation and all related interactions between people and machines.

- A. Contractor may purchase or build property under this Agreement only if specified in Exhibit "B" (Budget Detail and Payment Provisions). For any property purchased or built by Contractor with funds provided under this Agreement, title for such equipment shall vest with the State. Contractor shall promptly report any such purchase to the Contract Manager and to the Water Boards' Property Officer (Property Officer). Should this Agreement be terminated for any reason, or upon expiration and failure to negotiate renewal hereof, all such property shall be returned to the Water Boards within the timeframe negotiated between Contractor and the Water Boards.
- B. Prior written authorization by the Contract Manager shall be required before Contractor will be reimbursed for any property purchases not specified in the Budget. Contractor shall provide to the Contract Manager all particulars regarding the necessity for such property and the reasonableness of the cost.
- C. Before property purchases made by Contractor are reimbursed by the Water Boards, Contractor shall submit paid vendor receipts identifying the Agreement number, purchase price, description of the item, serial number, model number, and location including street address where property will be used during the term of this Agreement. Said paid receipts shall be attached to Contractor's invoices.
- D. Contractor shall keep adequate and appropriate records of all property purchased with Agreement funds and at the time of purchase prepare a "Property Purchased with State Funds" (Form SWRCB 3-016) and submit one copy to the Contract Manager and one copy to the Property Officer. A copy must be retained by Contractor.
- E. The Water Boards reserves the right at any time to evaluate the cost of property and reimburse at an amount equal to costs reflected in but not limited to Agreements the State Department of General Services, Office of Procurement has negotiated with vendors who supply the same type of property.
- F. All property shall be tagged after acquisition by Contractor in accordance with instructions provided. The purpose of tagging assets is to designate the assets as belonging to the Water Boards.
- G. Whenever property is lost, stolen, or destroyed, Contractor shall immediately report the loss, theft or destruction to the local law enforcement agency (or the California Highway Patrol (CHP) if the crime occurs on either state-owned or state leased property) and to the Contract Manager and prepare a Property Survey Report. In the case of stolen property, Contractor shall also complete a CHP Report of Crime on State Property form (Std. 99), obtain a copy of the law enforcement agency's report and submit these to the Contract Manager. Contractor shall adjust its property accounting records and retain a copy of the Property Survey Report as documentation.

Exhibit D
Special Terms and Conditions

- H. Losses of Water Boards property due to fraud or embezzlement shall be reported in the same manner as described above. Contractor shall be charged with any loss and damages to Water Boards property due to Contractor's negligence.
 - I. Contractor shall, at the request of the Water Boards, submit an inventory of property furnished or purchased under the terms of this Agreement. Such inventory will be required not more frequently than annually.
 - J. Upon termination, expiration or failure to negotiate renewal of this Agreement, all property purchased with Agreement funds shall promptly be returned to the Water Boards. Contractor shall prepare an "Inventory of Water Boards Furnished Property" and submit to the Contract Manager and shall at that time query the Contract Manager as to the Water Boards' requirements, including the manner and method, in returning said property to the Water Boards. Final disposition of such property shall be at the Water Boards expense in accordance with instructions from the Contract Manager to be issued immediately after receipt of the final inventory.
 - K. Water Boards policies and procedures applicable to procurement with nonfederal funds shall apply to procurement by Contractor under this Agreement provided that procurements conform to applicable State law and the standards identified in this section. These include but are not limited to statutes applicable to State agencies, statutes applicable to State college and university public works projects, the California Constitution governing University of California contracting, the State Administrative Manual (SAM), statutes applicable to specific local agencies, applicable city and county charters and implementing ordinances including policies and procedures incorporated in local government manuals or operating memoranda. (40 CFR 31.36) (SCM 7.29)
4. CONTRACTOR'S RIGHTS AND OBLIGATIONS: Public Contract Code Sections 10335-10381 contains language describing Contractor's duties, obligations, and rights under this Agreement. By signing this Agreement, Contractor certifies that he or she has been fully informed regarding these provisions of the Public Contract Code. As required by Public Contract Code Section 10371(e)(2), résumés attached hereto and by this reference are incorporated herein.
5. DISCLOSURE REQUIREMENTS: Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through Agreement with the Water Boards. The disclosure statement shall include the Agreement number and dollar amount of all Agreements and Subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.

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

Exhibit D
Special Terms and Conditions

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

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

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

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

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

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

8. INSURANCE REQUIREMENTS:

A. General Provisions Applying to All Policies

- 1) Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten

(10) days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.

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

Exhibit D
Special Terms and Conditions

- 3) Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- 4) Primary Clause – Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the Water Boards.
- 5) Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VI. If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- 6) Endorsements – Any required endorsements requested by the Water Boards must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 7) Inadequate Insurance – Inadequate or lack of insurance does not negate Contractor’s obligations under the Agreement.
- 8) Use of Subcontractors - In the case of Contractor’s utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as insured under Contractor’s insurance or supply evidence of the Subcontractor’s insurance to the Water Boards equal to policies, coverages, and limits required of Contractor.

B. Insurance Coverage Requirements

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

- 1) Commercial General Liability – Contractor shall maintain general liability with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor’s limit of liability. The policy shall be endorsed to include, “The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 2) Automobile Liability – Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is

Exhibit D

Special Terms and Conditions

required. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

- 3) Worker's Compensation and Employer's Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
 - 4) Professional Liability – Contractor shall maintain professional liability covering any damages caused by a negligent error; act or omission with limits not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.
 - 5) Environmental/Pollution Liability – Contractor shall maintain pollution liability for limits not less than \$1,000,000 per claim covering Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
9. CANCELLATION / TERMINATION WITHOUT CAUSE: In addition to the "Termination for Cause" provisions in Section 7 of Exhibit C of this Agreement, the Water Boards may terminate this Agreement without cause if doing so is in the best interest of the State, by giving thirty (30) days written notice to Contractor. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements. Upon receipt of a notice of termination or cancellation from the Water Boards, Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent Contract costs.

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

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

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

- a. Stop work on the date specified in the notice;

Exhibit D
Special Terms and Conditions

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

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

- 10. **FOUR-DIGIT DATE COMPLIANCE:** Contractor warrants that it will provide only Four-Digit Date Compliant deliverables and/or services to the Water Boards. "Four-Digit Date Compliant" deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Agreement and does not limit the generality of warranty obligations set forth elsewhere herein.
- 11. **COMPUTER SOFTWARE:** Contractor certifies that it has appropriate systems and controls in place to ensure that Water Boards funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- 12. **CONTRACT AMENDMENTS:** Should either party, during the term of this Agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the Water Boards' official Agreement Amendment process. No amendment will be considered binding on either party until it is formally approved by both parties and the Department of General Services, if such approval is required.
- 13. **POTENTIAL SUBCONTRACTORS:** Nothing contained in this Agreement or otherwise, shall create any contractual relationship between the Water Boards and any Subcontractors, and no Subcontract shall relieve Contractor of his responsibility and obligations hereunder. Contractor agrees to be as fully responsible to the Water Boards for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its Subcontractors is an independent obligation from the Water Boards' obligation to make payments to Contractor. As a result, the Water Boards shall have no obligation to pay or to enforce the payment of any moneys to any Subcontractor.

Exhibit D
Special Terms and Conditions

14. **SUBCONTRACTING:** Contractor is responsible for any work it subcontracts. Subcontracts must include all applicable terms and conditions of this Agreement. Any Subcontracts, outside associates, or consultants required by 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 addition to, such Subcontractors, associates, or consultants shall be subject to prior written approval of the Contract Manager. Contractor warrants, represents and agrees that it and all 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 Water Boards determine that the work performed by a Subcontractor is substantially unsatisfactory and is not in substantial accordance with the Contract terms and conditions, or that the Subcontractor is substantially delaying or disrupting the process of work, Water Boards may request substitution of the Subcontractor.
15. **PROHIBITION OF FOLLOW-ON CONTRACTS:** No Contractor or subsidiary thereof who has been awarded a consulting services Contract may submit a bid for, nor be awarded a Contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services Contract. (PCC 10365.5)
16. **APPROVAL:** This Agreement is not valid until signed by both parties and approved by the Department of General Services, if required.
17. **UTILIZATION OF DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION REQUIREMENTS:** In accordance with Public Contract Code Section 10115 et seq., Contractor must meet or exceed the participation goals of not less than 3 percent for Disabled Veteran Business Enterprises (DVBE).
 - A. Contractor agrees to use the DVBE Subcontractors or suppliers originally identified by Contractor unless Contractor requests substitution in writing beforehand to the Water Boards Project Representative (Contract Manager) and the Contract Manager has approved such substitution. At a minimum, the request must include:
 - a. A written explanation of the reason for the substitution; and
 - b. The identity of the person or firm substituted.
 - B. Contractor understands and agrees that award of this Contract is based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) Subcontractor(s) identified in their bid or offer. Per Military and Veterans Code (M&VC) 999.5 (e), a DVBE Subcontractor may only be replaced by another DVBE Subcontractor and must be approved by the Department of General Services (DGS). Changes to the scope of work that impact the DVBE Subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by Contract Amendment.
 - C. Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for Contract termination, recovery of damages under rights and remedies due to the Water Boards, and penalties as outlined in M&VC §

Exhibit D

Special Terms and Conditions

999.9; Public Contract Code (PCC) § 10115.10, or PCC § 4110 (applies to public works only).

- D. Requests to replace a DVBE Subcontractor must be amply documented to show that the replacement meets the criteria as specified in the CCR or the PCC. Documentation may include, but is not limited to the request, confirmation of receipt of the request, the Subcontractor's objection and request for hearing and the final Statement of Decision. Requests and resulting amendments generated by the DVBE Subcontractor substitution should be timely so as not to unreasonably delay Contractor's performance of the Contract, resulting in potential claims against the awarding department for delay damages.
 - E. The request and the Contract Manager's approval is not to be construed as an excuse for noncompliance with any other provision of law, including but not limited to the subletting and subcontracting Fair Practices Act or any other Agreement requirements relating to substitution of Subcontractors.
 - F. Failure to adhere to at least the level of participation for DVBE proposed by Contractor may be cause for Agreement termination and recovery of damages under the rights and remedies due the Water Boards.
 - G. If the Contractor is using a DVBE as a subcontractor they must submit to the Water Board's Contract Manager a completed Prime Contractor's DVBE Subcontracting Report, Exhibit D, Attachment 1 within 60 days from the receipt of the final payment.
18. USE OF SMALL BUSINESS SUBCONTRACTORS: All Non-Small Business Subcontractor Preference Request attachments and Small Business Subcontractor/Supplier Acknowledgment attachments, however labeled, completed as a condition of bidding, are incorporated herein and made a part of this Agreement by this reference
- A. Contractor agrees to use each small business subcontractor/supplier, as identified in previously submitted Non-Small Business Subcontractor Preference Request attachments, unless Contractor submits a written request for substitution of a like or alternate Subcontractor. All requests for substitution must be approved by the Water Boards, in writing (including email or fax), prior to using a proposed substitute Subcontractor.
 - B. Requests for substitution must be approved by the Contract Manager and must include, at a minimum:
 - 1. An explanation of the reason for the substitution;
 - 2. A written description of the business enterprise that will be substituted, including its small business certification status;
 - 3. If substitution of an alternate small business does not occur, include a written justification and description of the steps taken to try to acquire a new small business and how that portion of the Contract will be fulfilled; and
 - 4. A written description of the work to be performed by the substituted Subcontractor identified by both task (if applicable) and dollar amount or percentage of the overall Contract that the substituted Subcontractor will perform. The substituted business,

Exhibit D
Special Terms and Conditions

if approved, must perform a commercially useful function in the Contract pursuant to Title 2, California Code of Regulations §§ 1896.6.

- C. The Water Boards may consent to the substitution in any of the situations set forth in Public Contract Code Section 4107 of the Subletting and Subcontracting Fair Practices Act.
 - D. Prior to the approval of the prime Contractor's request for the substitution, the Contract Manager shall give notice in writing to the listed Subcontractor of the prime Contractor's request to substitute and the reasons for the request to substitute. The notice shall be served by certified or registered mail to the last known address of the Subcontractor. The listed Subcontractor that has been so notified shall have five (5) working days after the receipt of the notice to submit written objections to the substitution to the funding program. Failure to file these written objections shall constitute the listed Subcontractor's consent to the substitution. If written objections are filed, the Water Boards shall give notice in writing of at least five (5) working days to the listed Subcontractor of a hearing by the Water Boards on the prime Contractor's request for substitution.
 - E. Failure of Contractor to subcontract with the small businesses listed in its bid or proposal to the Water Boards, or failure to follow applicable substitution rules and regulations may be grounds for the Department of General Services to impose sanctions pursuant to Government Code Section 14842.5 and Title 2, California Code of Regulations § 1896.18 and § 1896.20.
 - F. If requested by the Water Boards, Contractor agrees to provide documentation/verification, in a form agreed to by the Water Boards, that small business Subcontractor usage under this Agreement complies with the commitments specified during Contractor selection process.
19. FORCE MAJEURE: Except for defaults of Subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by Contractor arises out of a default of its Subcontractor, and if such default of its Subcontractor, arises out of causes beyond the
20. PROHIBITED PRACTICES: Contractor warrants that the Contract was not obtained through rebates, kickbacks, or other unlawful considerations either promised or paid to a board employee. Facts showing failure to adhere to this warranty may be cause for Contract termination and recovery of damages under the rights and remedies due the Water Boards under the default provision of the contract due the Water Boards per Exhibit C, General Terms and Conditions, paragraph 7. Termination for Cause.

Prime Contractor's Form Completion Instructions (Page 1 Only)

Exhibit D, Attachment I

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

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

INCLUDE

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

HEADER

Contract Number: Enter the Contract Number

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

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

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

Address: Enter the address of the Prime Contractor

Department: Enter the state department/entity name.

Date Contract Completed: Enter the date contracted work was completed.

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

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

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

TABLE

DVBE Subcontractor(s) Name: Enter the name of all DVBE firms that are listed to perform an element of work or supplies for this contract and any formal approved substitution(s)*. Use the next tab for additional lines on the form. *All DVBE substitutions must be approved by the Office of Small Business & DVBE Services, effective (MVC § 999.5(e)).

DVBE Subcontractor(s) Address: Enter the address of each DVBE firm.

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

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

Total Payment Amount to DVBE: Enter the total about paid to all DVBE firms that performed an element of work for this contract

Variance: The system will compute the variance of DVBE firms dollars contracted compared to dollars paid

SIGNATURE BLOCK

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

Send form back to the department/entity listed in the header within 60 days of receipt of final payment.

Department's Form Completion Instructions (Page 2 Only)

DEPARTMENT ONLY INSTRUCTIONS

The following items need to be filled out by the department prior to EMAILING the form to the Prime Contractor.

The awarding department's completion of this information prior to issuing this form to prime contractors ensures that all DVBE subcontractor activities are reported for DVBE firms resulting in the award.

HEADER

Contract Number: Enter the Contract Number

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

Department: Enter the state department/entity name.

Date Contract Completed: Enter the date contracted work was completed.

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

TABLE

DVBE Subcontractor(s) Name: Enter the name of all DVBE firms that are listed to perform an element of work or supplies for this contract and any formal approved substitution(s)*. Use the next tab for additional lines on the form. *All DVBE substitutions must be approved by the Office of Small Business & DVBE Services, effective (MVC § 999.5(e)).

DVBE Subcontractor(s) Address: Enter the address of each DVBE firm.

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

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

STATE OF CALIFORNIA

Contract Number:		Department:			
Prime Contractor:		Date Contract Completed:		Contract Award Amount:	
FEIN Number:		Date Final Payment Received:		Contract Received Amount:	
Phone Number:					
Address:					
Email Address:					

[illegible][illegible]

Prime Contractor Print Name:		Date:	
Signature:			

Return within 60 days from receipt of final payment.