CONTRACT REQUEST FORM ATTACHMENT
GUIDELINE AND INSTRUCTIONS

1. **Contractor Name:** **[**Indicate: "TBD" if request is to initiate a solicitation process. Requests for standard agreements; interagency agreements; non-competitive bid requests; reimbursements; and amendments indicate the name of the contractor.**]**

2. **Contract Number:** **[**Indicate contract number if known.**]**

Check Appropriate Box(es):

3. **New:** **[**Check this box if the request is for an original contract; NCB; or solicitation process.**]**

   Amendment: **[**Check this box if requesting an amendment to a contract still in effect.**]**

   Reimbursement: **[**Check this box if the contract is to provide funds to the SWRCB,**]**

4. **Standard Agreement:** **[**Check this box if the contractor is not a California State Agency or entity.**]**

   Interagency Agreement services: **[**Check this box if the contract is with a California State Agency; department; board; commission; CSU campus; or UC campus providing non-consulting services, which requires that the services must be paid from the fiscal year in which the services were performed. **[NOTE:** if a UC campus agrees to calculate cost based upon the provisions in SAM § 8752, then it is an interagency agreement. Otherwise, it will be considered a standard agreement, in this instance check the Standard Agreement box.**]**

   Interagency Agreement end product: **[**The same applies to that above with the exception an "end product" (aka "deliverable") is a result of the contracted scope of work. Unlike "services" an "end product" contract is not restricted to having to be paid from the fiscal year in which the services were performed though it could.**]**

5. **Consulting Services:** **[**Check this box and the standard agreement box when the contracted services do all of the following: (1) are of an advisory nature; (2) provide a recommended course of action or personal expertise; and (3) have an end product that is basically a transmittal of information either written or verbal.**]**

6. **IT Services:** **[**Check this box if the sole or primary purpose of the contract is an information technology activity.**]**

7. **Non-IT Services:** **[**Check this box if the sole or primary purpose of the contract does not involve an information technology activity.**]**

1. Civil Service Considerations	Services are required to be performed by civil service employees whenever feasible. Indicate other state entities contacted to see if their entity could provide the work and document their response as to why not. Current DGS guidance is that at least three applicable State Agencies must decline the effort. Those entities contacted must perform, or possess some reasonable association with the type of service requested. Provide the following information for each entity contacted: Name of entity; name of contact; contact's telephone number; and a brief narrative describing their reason for declining the effort For contracts with State Agencies indicate – "N/A – State Agency For reimbursement contracts indicate: "N/A – reimbursement contract." For amendments indicate: "N/A – amendment." **SCM 7.05**

2. Justification for Contracting Outside of Civil Service **REV 02/13**	Cite condition(s) outlined in Government Code section 19130 that are applicable to your contracted services which would justify why state employees cannot accomplish the work. The conditions cited in GC 19130 are the only legitimate justifications. (Lack of staff is not a viable justification.) Do not just reiterate what the code says. Provide an explanation how the code citation is applicable to your program. All contracted services with any entity other than another State Agency (i.e. local government, CSU / UC / Foundations or A&E agreements) now require this justification. For contracts with another State Agency indicate: "N/A – State Agency" For reimbursement contracts indicate: "N/A – reimbursement contract." For amendments indicate: "N/A – amendment."
3. Reasonableness of Costs **REV 12/12**	You must provide justification demonstrating that the cost the contractor is charging is reasonable. (How do you know the cost the contractor is proposing is reasonable?) If the contract is with a California State Agency; CS University; or a UC campus and is being processed as an interagency agreement then indicate: "Costs for this Agreement shall be computed in accordance with State Administrative Manual Section 8752 and 8752.1." For other contract types and contracting scenarios indicate one of the following statements that is applicable to your contract request: "N/A – Amendment – time extension and additional funds, services are being provided at the same rates." "N/A – Amendment – no cost time extension." "Rates are comparable to state rates." "Rates align with college/university pay scales." "Rates align with local governmental pay scales." "Rates align with Master Service Agreement." "N/A – reimbursement contract."
4. Indirect Cost Rate (%)	**Indirect Cost Rate (IDC) %:** Per a directive from Department of General Services (DGS), IDC Rates over 15% require justification except as noted below. If required to provide a justification, Contractor must provide a list of items included in their IDC with an explanation/justification for the amount being requested. **Note:** There are three situations to consider when looking at the overhead/indirect cost rates for the following agencies: State Agencies: The rate they use is set by Department of Finance and is included in their Budget Act from year-to-year. They do not have to justify their rates. UC campuses: When a contract with a UC campus is processed as a standard agreement the indirect cost rate/overhead is generally 25% or more. Justification must still be included if the IDC is over 15%. The UC campus **cannot** use their federally approved indirect cost rate as justification. Federal Agencies; Local Governmental Agencies; and public/private entities: Must justify their IDC rate if over 15%. When the contract is being processed as an interagency agreement indicate: "N/A – interagency agreement." When the contract is processed as a standard agreement and the IDC rate is 15% or less indicate: "The contractor's IDC rate is [insert %].

	When the contract is processed as a standard agreement and the IDC rate exceeds 15% indicate: "The contractor's IDC rate is [insert %] and is justified [either insert the basis for justifying the rate or reference "see attachment" and attach the justification]. When the contractor is not charging IDC rates indicate: "The contractor has chosen not charge an indirect cost rate." When the contract is a reimbursement indicate: "The rate being charged is [insert %]." [**Note:** check with your budget analyst to verify what rate is to be charged.]
5. Multi-Year Justification **REV 12/12**	Justification must be provided for contracts that have a term longer than 1 year. If the contract term is 1 year or less indicate: "N/A – the term does not exceed 1 year." If the contract term exceeds 1 year provide a brief explanation justifying why the contract must take longer than 1 year to complete. The most common reasons for a multi-year contract are "Services are to provide research which will take longer than one year to complete" or "The services were bid for one year with an option to renew by amendment for an additional one year (or two additional years) this amendment is for the second (or 3rd) year." **[Note:** IFBs and RFPs containing a term longer than two years will require DGS approval prior to advertisement in the California State Contracts Register.**]** If the contract is an interagency agreement and is for a term longer than one year indicate: "N/A – interagency agreement." If the contract is a Master Service Agreement (MSA) indicate "N/A – Master Service Agreement." (Std. 215, box 25)
6. Is the Contractor a DGS Master Agreement or other Leveraged Program Agreement provider?	If yes, indicate: "YES" and the contract number assigned by DGS and attach a copy of the contractor's master agreement and any solicitation documents; responses; and evaluations that may have been conducted in accordance of the master agreement's user instructions. Be sure that the term of the contract is within the Master Agreement's term. If contractor is not a master agreement provider indicate: "N/A."
7. SWRCB Board Resolution	If the contract is $500,000 or under and does not exceed 3-years duration and not otherwise authorized by a separate Board resolution indicate resolution number 2002-0105. If the contract is authorized by a "Special Resolution," indicate the resolution number and attach a signed copy of the special resolution. If the special resolution is pending indicate "pending" and indicate the date in which it is anticipated to go before the State Board. **SCM 2.06(B)**
8. Contractor Resolution	If the contractor is a State Board; Commission; Joint Power Authority; District; or Local Public entity a copy of their "resolution" is required Indicate contractor's resolution number and attach a copy of the resolution. If unavailable at the time of submitting the contract request package, indicate: "pending." In lieu of a board resolution, order, motion, or ordinance of the local governing body, which by law has authority to enter into the proposed contract, authorizing the execution of the agreement is acceptable. **SCM 2.06(A)(B)(C); 3.05; 3.13;**
9. Contractor's Remittance Address	Indicate: "N/A" if the contractor address in which the check warrant will be mailed is the same that is on the Contract Request Form.

	Indicate: Address where the check warrant will be mailed to.
10. Is the contract partially or wholly funded using federal dollars? **REV 12/12**	If yes, indicate yes, list dollar amount, and the federal grant category number (attach a copy of the grant). If no, indicate: "No" **[Note:** the contract start and end date must be within the federal grant start and end date. Attach a copy of the federal grant funding the contract.**]** For reimbursement contracts indicate: "N/A - reimbursement contract."
11. Is the contract partially or wholly funded using American Recovery and Reinvestment Act (ARRA) funds? **REV 12/12**	If yes, indicate yes, list dollar amount, and the federal grant category number (attach a copy of the grant). If no, indicate: "No." **[Note:** the contract start and end date must be within the federal grant start and end date. Attach a copy of the federal grant funding the contract.**]** For reimbursement contracts indicate: "N/A – reimbursement contract."
12. Is the contract partially or wholly funded using funds from other than your own RB or Division?	If no, indicate "No." If yes, indicate: "Yes" and provide the name of the "Fund Source(s)" and the RB/or Division providing the funds. Have the Contract Request Form signed off prior to submitting the Contract Request Form to the Contracts Office by the individual authorized within the RB or Division from which those funds are coming from. For reimbursement contracts indicate: "N/A – reimbursement contract."
13. Conflict of Interest: **1. Is or was the contractor a state employee?** **2. Is there a prohibited financial interest present?** **3. Is there a follow-on contract involved?**	Contracts are prohibited which involve: 1) current State officers or employees who have a financial interest, either direct or indirect, in the contract; 2) a State officer or employee who is paid with contract funds, unless required as a condition of regular state employment; 3) former employees who, in the previous 12 months, were employed in a policy-making position in the same general subject area as the proposed contract; 4) former employees who were engaged in any 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 or department for a two-year period following employment; 5) consultants bidding on, or being awarded a contract that is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract (considered as a "follow-on contract"); and 6) non-profit organizations which have State/Regional Water Board employees acting as volunteers. If the contractor falls within any of the 6 above categories the contract cannot proceed until the conflict has been resolved. **Additional Resources:** o Fair Political Practices Commission: www.fppc.ca.gov o SWRCB/Regional Water Quality Control Boards Incompatible Activities Statement: www.waterboards.ca.gov/laws_regulations/ o SWRCB Resolution No. 2004-0009 "Adoption of Revised Appendix to Conflict of Interest Code" o Public Contract Code sections 10410-10411; 10365.5 o Fair Political Practices Commission Regulations (California Code of Regulations, title 2, section 18700 et seq) The regulations provide a step-by-step framework for determining whether a public official is prohibited from participating in a governmental decision due to a financial interest. o Government Code sections 1090 et seq.;87300 et seq; 87400 et seq; 87450 o Administrative Procedures Manual chapter 3.1 o Your assigned OCC attorney By submitting the Contract Request package the contract manager is certifying that there appears to be no real or apparent conflict of interest under this agreement. Indicate the

	following response: "I, **[insert contract manager name]** certify that there appears to be no real or apparent conflict of interest under this agreement." This also applies to reimbursement contracts.
14. Is equipment to be purchased using contract dollars? If Yes, is the equipment to be retained by the Div/Regional Board upon completion?	**[NOTE: Definition of equipment is a unit price of $5,000 or more with a normal life expectancy of 1 year or more. Equipment should be purchased with State Funds only. This insures State ownership of the equipment upon expiration or termination of the contract. Contracts which are 100% federally funded and request reimbursement of equipment costs, must be in conformance with appropriate 40 CFR requirements governing equipment purchases.** If no equipment is being purchased indicate: "No." If yes indicate "Yes" and follow the following procedure: Contract Managers should first contact the Board's Property Controller to determine if previously purchased equipment is available for loan to the contractor. If it has been determined that equipment is unavailable, a complete justification for the purchase of new equipment is required. This justification must appear in the contract request package and must include specific information regarding: 1) what is being purchased; 2) why is it being purchased; 3) what the equipment will be used for; 4) how the cost of the equipment was determined to be reasonable; and 5) what will the disposition of the equipment be following contract expiration. Reasonableness of cost of the equipment must be negotiated and documented by the Contract Manager before the contract request package is submitted to the Contracts Office. The documentation of reasonableness of costs must be included in the contract request package and will be maintained in the official contract file for audit purposes. When contracting with the University of California or California State University systems, and the contract will involve the purchase of equipment, the Contract Manager must justify the cost of the equipment by determining whether it is more cost effective to have the work performed by UC/CSU or by conducting a competitive bid process and awarding a contract to a private firm that is fully equipped to perform the work. **APM section 3** All equipment purchased under contract must be returned to the State. Exceptions may be made on a case-by-case basis. Certain items, such as fume hoods, are usually custom fit to individual labs and are difficult to remove and reinstall in a new location. In these cases, the Contractor must complete and submit a Property Survey Report (STD 152) or Transfer Location of Equipment (STD 158) for approval by the contract manager and the Division of Administrative Services. Based on the above indicate whether the equipment will be retained by the Board or transferred to the contractor.
15. MCCF – Mission Critical Certification Form required per: **"Exemption Request Executive Order S-09-09"**	The general rule with CRF packages for new or amended contracts in excess of $50,000 is that an MCCF is required. The BMSB contract and/or procurement analysts will inform Divisions/Regions when an MCCF is required outside of this general rule. Indicate: "see attached" and include a copy of the MCCF with the contract request form package. http://waternet/das/contracts/docs/mccf_exemption_codes.pdf For reimbursement contracts indicate: "N/A – reimbursement."
16. Late Justification	Indicate: "N/A" if the start date shown on the Contract Request Form (CRF) is "Upon DGS Approval" or "Upon DAS Approval." If the CRF has a "hard start

DGS Administrative Order: 06-05.1 **DGS Administrative Order: 06-06**	date" less than sixty days from submission of the CRF indicate: "Late Justification attached." Provide late justification in accordance with the criteria outlined in DGS AO 06-05.1. If processing a Non-Competitive Bid justification with a "hard start date" provide a late justification in accordance with the criteria outlined in DGS AO 06-06.
17. Is 10% of the contract amount to be withheld?	If the contract will result in an "end product" the contract is classified as a "consulting services" contract and10% of the contract total is to be withheld pending receipt of all contracted services and products. As an example: if a contract amount is $150,000, during the term of the contract the contractor cannot be paid more than $135,000 until all services and products are received. The remaining $15,000 (withheld) will be released when the contract manager submits a completed Std. 4 form to Contracts and Accounting. The Std. 4 form will alert Accounting that all services and products were received; the remaining 10% will be paid; and the contract will be considered complete and closed. **[Note:** contracts processed as an interagency contract or contracts with a Federal agency regardless if they are providing consulting or non-consulting services are not subject to the 10% withhold requirement.**]** When the contract is a consulting contract indicate: "10% of the contract amount is to be withheld." or When the contract is only for non-consulting services indicate: "N/A – the contract is a non-consulting contract and is providing services only." or When the contract is an interagency contract providing an end product indicate: "N/A – the contract is an interagency contract providing an end product." or When the contract is an interagency contract only providing non-consulting services indicate: "N/A the contract is a non-consulting interagency contract to provide services only." or When the contract is with the Federal government providing an end product indicate: "N/A – the contract is a Federal agency providing an end product." or When the contract is with the Federal government and the agreement is only for non-consulting services indicate: "N/A the contract is a non-consulting services agreement with a Federal agency." or When the contract is a reimbursement indicate: "N/A – reimbursement."
18. Payment Terms	**Payment Terms:** The Board always pays for services in arrears. Contractors may be paid monthly or quarterly. If the contract is for services only indicate: "Monthly." If the contract is to produce an end result (deliverables) and the contract is longer than one year the contractor may be paid "Monthly" or "Quarterly." Indicate if the contract is an interagency agreement and the BOARD is contributing funds as its portion of costs for an overall project in which the interagency agreement contractor is the lead agency for the project: "One-Time Payment." Indicate for reimbursement contracts if the BOARD will invoice the contractor "Monthly" or "Quarterly."
19. List any Information	If the Scope of Work contains IT activities or the budget contains IT components, these are to be listed.

Technology (IT) components in contract or amendment.	If there are no IT components indicate “none.” Definitions of IT components can be found in the State Administrative Manual (SAM) Chapter 4800, section 4819.2 which can be viewed at the following website: http://sam.dgs.ca.gov/TOC/4800/4819.2.htm GC 11546.4
20. Other	Indicate “see attached” if there are unique issues, concerns, or variances that need to be included or are not covered in items 1 thru 19. If none indicate “N/A.”

Attach to the Contract Request Form Attachment: Scope of Work, Budget, resumes (if applicable), resolution(s), copy of federal grant, and any other pertinent information that is to be included in the contract.