

DEPARTMENT OF WATER RESOURCES

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



INVITATION FOR BID

Notice to Prospective Bidders

June 3, 2026

You are invited to review and respond to this Invitation for Bid (IFB) number 10215994 for Groundwater Wells Inspection, Maintenance, and Repair Services. The anticipated term of this agreement is three (3) years. In submitting your bid, you must comply with these instructions.

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

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

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

Inquiries regarding the processing of this bid should be referred to Tammy Kearney at (530) 534-2511. Please note that no verbal information given will be binding upon the State unless such information is issued in writing as an official addendum to this solicitation.

Sincerely,

Tammy Kearney, Analyst II
Oroville Field Division

Attachment(s)

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A. Purpose and Description of Services

The Contractor will furnish to the Department of Water Resources, all qualified labor, materials, supplies, tools, equipment, permits and licenses, bonds, transportation, including travel and per diem, and any other item of expense necessary to perform inspections, maintenance, and repairs of fourteen Groundwater Wells and three (3) Sumps on an as-needed basis.

B. Bidder Minimum Qualifications

The Contractor is required to possess and maintain a current valid "C-57" Water Well Drilling Contractor's License or an "A" General Engineering Contractor's License, issued by the California Contractor's State License Board, and a current Department of Industrial Relations (DIR) Registration Certification throughout the term of this agreement. The bidder must meet all qualifications and licensing requirements at the time of the bid opening.

1. The Department has determined that Bidders responding to this solicitation must comply with Disabled Veteran Business Enterprise (DVBE) Program participation requirements, which is a minimum of three percent (3.0%) commitment. Bidders must complete and submit the following forms: Attachment VI, Bidder Certification of DVBE Participation (DWR 9526), Attachment VII, DVBE Declaration (DGS PD 843); Attachment VIII, Bidder Declaration (DGS PD 05-105) and DVBE bidder's and/or subcontractor(s)' Department of General Services Office of Small Business and Disabled Veteran Business Enterprise Services (DGS/OSDS) certification(s). ***Failure to fulfill the DVBE requirement will render your bid non-responsive and shall be cause for bid rejection.***

C. Bid Requirements and Information

1. BID KEY ACTION DATES

All bidders must adhere to the following time schedule.

IFB available to prospective bidders on	June 9, 2026
Technical questions must be submitted by	June 22, 2026 at 4:00 PM
Answers to technical questions will be disseminated by	June 29, 2026 at 4:00 PM
Bids must be received by	July 13, 2026 at 4:00 PM
Bid opening to be held on	July 14, 2026 at 11:00 AM
Anticipated start date of agreement is	December 1, 2026

Bid Openings: Sealed bids will be publicly opened and read at the following location.

Department of Water Resources
Oroville Field Division
460 Glen Drive
Oroville, California 95966

2. LOCATION WHERE WORK WILL BE PERFORMED:

Department of Water Resources
Oroville Field Division
460 Glen Drive
Oroville, California 95966

Work Locations: Thermalito Afterbay and Thermalito Forebay

3. QUESTIONS AND ANSWERS

Technical questions must be submitted in writing to Tammy.kearney@water.ca.gov and received by the State on or before 4:00 PM on June 22, 2026. The State's representatives will provide answers in writing to all potential bidders by 4:00 PM on June 29, 2026.

4. SUBMISSION OF BID

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

- i. Bids submitted must be addressed to:

Department of Water Resources
Oroville Field Division
Attention: Tammy Kearney
460 Glen Drive
Oroville, California 95966

- b. All bids must include original signatures on the following documents: Bid/Bidder Certification Sheet and any other documents specified in the Bid Checklist.
 - c. Bids not including the documents identified in the Bid Checklist shall be deemed non-responsive and will be rejected.
 - d. All bids are to be sent to DWR within the time frame indicated in the Time Schedule. Bids received after the due date and time will be returned unopened to the prospective bidder.
 - e. All bids must be submitted under sealed cover. The sealed cover must show your firm's name and address and be plainly marked with the **"IFB NO. 10215994 WELL INSPECTION, MAINTENANCE, AND REPAIR SERVICES. ATTENTION: TAMMY KEARNEY – DO NOT OPEN."** Failure to do so may result in the premature opening of, or failure to open, your bid.
 - f. Bids not submitted under sealed cover will be rejected.
 - g. Bids must be submitted for the entire service described within the Scope of Work. Deviations from the specifications will not be considered and will be cause for rejection of the bid.
 - h. The State does not accept alternate language from a bidder. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
 - i. A bid may be rejected if conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may waive any immaterial deviation in a bid. The State's waiver of immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with the objectives if awarded the Agreement. The State may reject all bids if deemed necessary.
 - j. Costs for developing bids and preparation of award of the Agreement are entirely the responsibility of the bidder and shall not be chargeable to the State.

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

5. EVALUATION AND SELECTION PROCESS

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

applicable preferences. If there are tied bids, representatives of the State will draw straws to pick the winning bidder. The drawing will be witnessed and documented by two or more State employees.

6. TAX DELINQUENT STATUS VERIFICATION

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

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

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

Franchise Tax Board – Top 500 Delinquent Tax Payers

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

7. GENERATIVE ARTIFICIAL INTELLIGENCE (GEN AI) DISCLOSURE

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

8. DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION OF CONTRACTORS AND PREVAILING WAGE MONITORING AND ENFORCEMENT

- a. In addition to complying with other applicable laws, effective for all bids on public works received on or after March 1, 2015, each bidder submitting a bid for such contract work must be a Department of Industrial Relations Registered Contractor pursuant to Labor Code § 1725.5 ("DIR Registered Contractor"). A Bidder who is not a DIR Registered Contractor when submitting a bid for the contract work is deemed "not qualified." Pursuant to Labor Code § 1725.5, all subcontractors identified in a Bidder's Subcontractor' List shall also be DIR Registered Contractors.
- b. Effective for contracts for public works awarded on or after April 1, 2015, all awarded Prime Contractors, and all subcontractors of any tier, at all times during the performance of the work, shall be DIR Registered Contractors. Also, all such contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (of the Division of Labor Standards Enforcement). The contracts are subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- c. Effective January 1, 2016, all public works projects whether new or ongoing are subject to the requirement to furnish electronic certified payroll records directly to the Labor Commissioner.
- d. All contractors who are awarded a contract shall also post any required notice adopted by DIR regarding prevailing wage monitoring and enforcement program.

9. AWARD AND PROTEST

A bidder may protest the award of a contract on the grounds that it (the bidder) is the lowest responsible bidder meeting the specifications and should therefore be awarded the contract.

A protestant must be able to prove that the awarding agency has committed a material error in the conduct of the bid award process.

Public inspection of all bids will be allowed after the bid opening.

Protests must be received in a timely manner pursuant to Public Contract Code Section 10345, as applicable. In order to be considered timely, a protest must be filed with the State Agency conducting the solicitation and DGS before the contract award is made.

Please note that if the award will be made to other than the low bidder, any protests must be filed within five business days of notice to the low bidder that the contract was awarded to another bidder. If a written request was submitted by a bidder to the State agency requesting that a notice of intent to award be posted, the protest must be filed during the five business days the notice is posted.

Within five business days of filing the protest, the protestant must submit a detailed written statement of protest if the original protest did not contain the complete grounds for the protest.

Both the original protest and/or the detailed statement of protest, if any, must include the IFB number, the name of the State Agency conducting the solicitation, State agency contact person, and protestant's fax number, if any.

The protest documents may be sent by regular mail, email, courier, or personal delivery to:

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

AND

Department of Water Resources
Contract Specialist Email Address: tammy.kearney@water.ca.gov

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

10. DISPOSITION OF BIDS

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

D. Standard Conditions of Service

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

E. Payee Data Record

1. The Contractor awarded this Agreement must have completed and submitted form STD 204, Payee Data Record, to determine if the Contractor is subject to a seven percent State Income Tax withholding pursuant to California Revenue and Taxation Code Sections 18662, 18805, and 26131.
2. No payment shall be made unless the Payee Data Record form has been completed and returned to the State.

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

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

G. Small Business Preference Program

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

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

2. SMALL BUSINESS PREFERENCE

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

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

3. NON-SMALL BUSINESS PREFERENCE

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

- a. Include information on required form DGS PD 05-105, Attachment VIII, of the DGS/OSDS certified SB subcontractor(s) with which it commits to subcontract a total of at least twenty-five percent (25%) of its net bid price (refer to page two of form for detailed instructions);
- b. Include copy of the DGS/OSDS certification for each identified SB;
- c. Submits a timely, responsive bid; and
- d. Be determined to be a responsible bidder.

4. NON-SMALL BUSINESS PREFERENCE CALCULATION

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

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

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

5. TIES BETWEEN CERTIFIED SMALL BUSINESSES AND DVBE BUSINESSES

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

6. MAXIMUM ALLOWABLE PREFERENCES

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

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

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

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

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

8. BIDDER CUF REQUIREMENTS

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

H. Disabled Veteran Business Enterprise Program

DVBE Program Participation is Required for Solicitation

This solicitation includes DVBE Program participation requirements, which is a minimum of three percent (3.0%) commitment. Complete and provide the following forms for DVBE Program participation compliance:

1. DWR 9526, Attachment VI (Bidder Certification of DVBE Participation)
2. DGS PD 843 Attachment VII (DVBE Declarations)
3. DGS PD 05-105, Attachment VIII (Bidder Declaration) - refer to page two of form for detailed instructions
4. DGS/OSDS Certification(s) for bidder and/or subcontractor(s). Bidder and/or subcontractors must be certified by DGS/OSDS in order to take part in DVBE Participation Program.

DVBE Incentive is as follows:

DVBE Required Participation	Incentive Percentage (%)
5.0% or over	5.0%
4.0% to 4.99%	4.0%
3.0% to 3.99%	3.0%

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

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

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

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

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

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

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

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

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

2. DVBE INCENTIVE PROGRAM

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

The following are key elements of the DVBE Incentive Program:

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

3. COMMERCIALY USEFUL FUNCTION - DVBEs ([MVC 999\(B\)](#))

Firms selected must perform a “commercially useful function” relevant to this contract. The term “DVBE contractor, subcontractor or supplier” means any person or entity that satisfies the ownership (or management) and control requirements of [CCR 1896.61\(f\)](#); is certified in accordance with [CCR 1896.70](#) and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function. As defined in [MVC 999\(B\)](#), a person or an entity is deemed to perform a “commercially useful function” if a person or entity does *all* of the following:

- a. Is responsible for the execution of a distinct element of the work of the contract;
- b. Carries out the obligation by actually performing, managing, or supervising the work involved;
- c. Performs work that is normal for its business services and functions

- d. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices
- e. Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment; and
- f. Its role is not an extra participant in the transaction, contract or project through which funds are passed in order to obtain the appearance of DVBE participation.

4. ORDER OF EVALUATION

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

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

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

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

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

Contact DGS/OSDS at (916) 375-4940 to obtain information about the application expedite process. Website: <https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/OSDS/OSDS>

BID CHECKLIST

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

DOCUMENTS REQUIRED WITH SUBMISSION OF BID

- ☐ Attachment I – Bid Sheet (must be signed and include all pages)
- ☐ Attachment II – Bid/Bidder Certification Sheet
- ☐ Attachment III – Bidder References
- ☐ Attachment IV – Darfur Contracting Act Certification
- ☐ Attachment V – GenAI Disclosure (DWR 9834)
- ☐ Attachment VIII, Bidder Declaration (DGS PD 05-105) – include all subcontracting information for entire bid on this one form also indicate if you are not subcontracting services
- ☐ Attachment IX – California Civil Rights Laws Attachment
- ☐ Bidder's Bond (DWR 4021)
 - Bidder's Bond must be equal to 10% of the bid amount; and
 - Surety must be registered with the CA Department of Insurance
- ☐ Current copy of a valid "C-57" Water Well Drilling Contractor's License or an "A" General Engineering Contractor's License
- ☐ Current copy of a valid Department of Industrial Relations (DIR) Registration Certification
- ☐ Non-Collusion Declaration (DWR 4206)

SMALL BUSINESS PREFERENCE PROGRAM

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

DVBE PARTICIPATION AND INCENTIVE PROGRAMS

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

DOCUMENTS REQUIRED UPON CONTRACTOR SELECTION/BID AWARD

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

- ☐ Contractor Certification Clauses (CCC) (CCC must be signed once a contractor has been selected)
- ☐ Payee Data Record (Std. 204)
- ☐ Payment Bond (DWR 3373)
 - Payment Bond must be equal to 100% of the contract amount; and
 - Surety must be registered with the CA Department of Insurance

- ☐ Performance Bond (DWR 156)
 - *Performance Bond must be equal to 100% of the contract amount; and*
 - *Surety must be registered with the CA Department of Insurance*
- ☐ Certificate(s) of Insurance
- ☐ Key Employee Policies and Guidelines Notice Acknowledgment (Consultants and Contractors) (DWR 9524a)

ATTACHMENT I BID SHEET

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

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

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

A. MAINTENANCE AND INSPECTION SERVICES

Service Description		Unit Rate		Estimated Number of Services		Total
1	Removal and Installation of Groundwater Well Pump	\$	x	5	=	\$
2	Removal and Installation of Sump Pumps (East or West, 2 pumps per unit)	\$	x	1	=	\$
3	Removal and Installation of Nelson Sump Pump	\$	x	1	=	\$
4	Pre-Work Well Video	\$	x	5	=	\$
5	Mechanical Surging	\$	x	3	=	\$
6	Hydraulic Jetting	\$	x	3	=	\$
7	Pneumatic/AirBased Lifting	\$	x	3	=	\$
8	Manual Cleaning	\$	x	3	=	\$
9	Bailing/Pumping	\$	x	3	=	\$
10	Vacuum Cleaning	\$	x	1	=	\$
11	Pump Test	\$	x	5	=	\$
12	Post-Work Well Video	\$	x	5	=	\$
A. Subtotal						\$

B. HOURLY RATE FOR REPAIR SERVICES

Description	Hourly Rate		Estimated Number of Hours		Total
Repair - Normal Business Hours	\$	x	125	=	\$
Repair - Outside of Normal Business Hours	\$	x	25	=	\$
Emergency - Normal Business Hours	\$	x	15	=	\$
Emergency - Outside Normal Business Hours	\$	x	10	=	\$
B. Subtotal					\$

C. PARTS

*Parts Needed will be furnished at cost plus mark-up not to exceed 25%							
*Anything over 25% will not be accepted							
Description	Estimated Parts Costs		Mark-up Percentage		Mark-up (Cost x mark-up)		Total
Parts Needed	\$30,000	x		+		=	\$
C. Subtotal							\$
Total (A+B+C)							\$
Grand Total (Total x 3)							\$

NO GUARANTEE OF WORK UNDER THIS CONTRACT. In the event of computational error, unit prices will prevail over extended totals. DWR will check bid calculations and recalculate bid totals.

The Contractor's signature, in ink, affixed hereon and dated will constitute a certification under the penalty of perjury under the laws of the State of California that the Contractor's license number and expiration date are true and correct.

Company Name

Contractor's License Number

Contractor's License Expiration Date

Printed Name and Title of Bidder

Signature of Bidder

Date

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

**ATTACHMENT II
BID/BIDDER CERTIFICATION SHEET**

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

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

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

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

Completion Instructions for Bid/Bidder Certification Sheet

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

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

**ATTACHMENT III
BIDDER REFERENCES**

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

REFERENCE 1

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number ()

Dates of Service

Brief Description of Service Provided:

REFERENCE 2

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number ()

Dates of Service

Brief Description of Service Provided:

REFERENCE 3

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number ()

Dates of Service

Brief Description of Service Provided:

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

**ATTACHMENT IV
DARFUR CONTRACTING ACT CERTIFICATION**

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

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

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

OR

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

OR

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

CERTIFICATION

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

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

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

ATTACHMENT VI

State of California

DEPARTMENT OF WATER RESOURCES

California Natural Resources Agency

BIDDER CERTIFICATION OF DVBE PARTICIPATION

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

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

A copy of the current and valid certification from the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise, must be included for each DVBE firm, from the Cal eProcure website below:
<https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx?psNewWin=true>

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

ATTACHMENT VII

[Link to form DGS PD 843](#)

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

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION
DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS
DGS PD 843 (Rev. 9/2019)
Formerly STD. 843

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

SECTION 1

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

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

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

(FOR STATE USE ONLY)

SECTION 2

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

☐ I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.

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

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

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

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

Firm/Principal Phone: _____ Address: _____

SECTION 3

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

☐ Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.

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

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

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

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

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

Page ____ of ____

ATTACHMENT VIII

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

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

State of California—Department of General Services, Procurement Division GSPD-05-105 (REV 08/09)				Solicitation Number _____																														
BIDDER DECLARATION																																		
1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form): a. Identify current California certification(s) (MB, SB, NVSA, DVBE): _____ or None ☐ b. Will subcontractors be used for this contract? Yes ☐ No ☐ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary. _____ c. If you are a California certified DVBE: (1) Are you a broker or agent? Yes ☐ No ☐ (2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes ☐ No ☐ N/A ☐																																		
2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary): <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="font-size: x-small;">Subcontractor Name, Contact Person, Phone Number & Fax Number</th> <th style="font-size: x-small;">Subcontractor Address & Email Address</th> <th style="font-size: x-small;">CA Certification (MB, SB, NVSA, DVBE or None)</th> <th style="font-size: x-small;">Work performed or goods provided for this contract</th> <th style="font-size: x-small;">Corresponding % of bid price</th> <th style="font-size: x-small;">Good Standing?</th> <th style="font-size: x-small;">51% Rental?</th> </tr> </thead> <tbody> <tr> <td style="height: 40px;"></td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> </tr> <tr> <td style="height: 40px;"></td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> </tr> <tr> <td style="height: 40px;"></td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> </tr> </tbody> </table>							Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?						☐	☐						☐	☐						☐	☐
Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?																												
					☐	☐																												
					☐	☐																												
					☐	☐																												
CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct. Page _____ of _____																																		
State of California—Department of General Services, Procurement Division GSPD-05-105 (REV 08/09) Instructions																																		
BIDDER DECLARATION Instructions																																		
All prime bidders (the firm submitting the bid) must complete the Bidder Declaration. 1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to item 4. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line: • Microbusiness (MB) • Small Business (SB) • Nonprofit Veteran Service Agency (NVSA) • Disabled Veteran Business Enterprise (DVBE) 1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No," proceed to item 4. If "Yes," enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors. Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999.2 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses. Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation. Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract. 1.c. This item is only to be completed by businesses certified by California as a DVBE. (1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No." The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract. (2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If not bidding rental equipment, mark "N/A" for "not applicable."																																		
2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page _____ of _____" on the form. If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page _____ of _____" accordingly.																																		
2. (continued) Column Labels Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors. Subcontractor Address & Email Address—Enter the address and if available, an Email address. CA Certification (MB, SB, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.epprocure.pd.dgs.ca.gov). Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation. Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount. Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following: • Possesses valid license(s) for any license(s) or permits required by the solicitation or by law • If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing • Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status 51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed. Enter "N/A" if the: • Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or • Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE) Enter "Yes" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract. Enter "No" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.																																		
Read the certification at the bottom of the page and complete the "Page _____ of _____" accordingly.																																		

ATTACHMENT IX

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

DEPARTMENT OF GENERAL SERVICES
OFFICE OF LEGAL SERVICES

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

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

CERTIFICATION

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

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

By (Authorized Signature)

Printed Name and Title of Person Signing

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

Date Executed

SAMPLE CONTRACT

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (if Applicable)

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

CONTRACTING AGENCY NAME

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

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

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

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

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

CONTRACTING AGENCY ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (if Applicable)

**EXHIBIT A
SCOPE OF WORK**

1. The Contractor will furnish to the Department of Water Resources, all qualified labor, materials, supplies, tools, equipment, permits and licenses, bonds, transportation, including travel and per diem, and any other item of expense necessary to perform inspections, maintenance, and repairs of fourteen (14) Groundwater Wells and three (3) Sumps on an as-needed basis.
2. The Contract Managers during the term of this agreement will be:

Department of Water Resource	Contractor
Name:	Name:
Phone:	Phone:
Cell:	Cell:
Email:	Email:

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

3. The services will be provided to:

Department of Water Resources
Oroville Field Division (OFD)
460 Glen Drive
Oroville, California 95966

The locations of the worksites are:

Thermalito Afterbay - located on Highway 99, approximately 25 miles north of Yuba City and 20 miles south of Chico. The fourteen groundwater wells: #1, #2, #3, #4, #5, #5A, #6, #7, #8, #9, #11, #12, #14 and #15 within OFD's jurisdictional boundaries are as identified on Exhibit A, Attachment 1, Location Map.

Thermalito Afterbay - located on Hamilton Road between Highway 99 and Larkin Road. The two (2) sumps with two (2) pumps each (SPE-1, SPE-2, SPW-1, and SPW-2) are as identified on Exhibit A, Attachment 1, Location Map.

Thermalito Forebay - located 1450 feet down Nelson Avenue access road which is located on the south end of the Nelson Avenue bridge in Thermalito, California. The one (1) sump (Nelson sump) is as identified on Exhibit A, Attachment 1, Location Map.

4. Project Purpose:

A. The purpose of this project is to ensure the uninterrupted operation of the fourteen (14) groundwater wells and three (3) sumps that encompass the Thermalito Forebay and Afterbay Groundwater Pumping System. Pumping system maintenance is critical to sustain a target groundwater level for dam safety. Although similar in construction, the wells and sumps vary in depth, age, motor size, and output production.

5. Qualifications:

A. The Contractor is required to possess and maintain a current valid "C-57" Water Well Drilling

Contractor's License or a "A" General Engineering Contractors License, issued by the California Contractor's State License Board, and a current Department of Industrial Relations (DIR) Registration Certification throughout the term of this agreement.

- B. The Contractor's service technicians must possess and maintain throughout the term of this agreement any current licenses, permits, and/or certifications required. The Contractor must provide DWR with a copy of any valid license, permit, and/or certifications, if applicable, for each service technician providing services under this agreement.
- C. The Contractor may subcontract any work; however, Subcontractors must meet all applicable requirements contained herein as it relates to services being performed under the terms of this contract. All Subcontractors must be pre-approved by DWR's Contract Manager. Subcontractors must have proper permits, licenses, certificates and must be able to provide appropriate verifications before commencement of work. The Contractor is responsible for all work performed under this Agreement including any subcontracted work.

6. Specifications:

- A. In order to protect the life and health of employees and other persons; prevent damage to property, materials, supplies, and equipment; and to avoid work interruptions, the Contractor must, in the performance of this contract, comply with the applicable provisions of Federal, State, and Municipal health and safety laws and codes.
- B. The Contractor must adhere to safe work practices and must comply with the Department of Occupational Safety and Health Administration (OSHA) procedures and Department of Water Resources Operational Procedures, 2 (OP-2).
 - 1. An Injury and Illness Prevention Plan (IIPP) for the Contractor's employees must be provided by the Contractor.
 - 2. DWR must provide Lockout/Tag Out (LOTO) training prior beginning any work.
 - 3. Prior to commencing work, the Contractor and DWR must engage in a safety tailgate meeting to review safety procedures and perform a job hazard analysis (JHA). JHA will include scope of work, sequence of work, equipment involved, identified risks inherent to the job, and risk mitigation measures.
 - 4. All Contractor's personnel must complete OP-2 Awareness training prior to performing any work under LOTO. Each crew member, upon successful completion of the course, will receive a certificate that is valid for one (1) year and must carry the certificate on site while performing work. The Contractor must show certificate to DWR personnel upon request. The Contractor will maintain a list of trained personnel and notify DWR when new personnel need to be trained or retrained.
 - 5. The Contractor will provide worker's padlocks to enable locking on under LOTO, as needed, per DWR's OP-2.
- C. Work hours will be from 7:00 a.m. to 3:30 p.m., Monday through Friday, excluding holidays recognized by the State. Dates and times for inspection and maintenance services will be established by mutual agreement between the Contractor and DWR's Contract Manager. In

the event working hours and/or workdays need to be adjusted, the changes must be agreeable between the Contractor and DWR. For maintenance services, the Contractor will notify DWR a minimum of one (1) week and a maximum of two (2) weeks in advance to arrange commencement of work.

- D. To sustain the level of operation required for the pumping system, this agreement will provide for any appurtenances necessary to maintain the efficiency of operation and effective function of the wells at an acceptable level of performance.

7. Services to be performed:

A. Inspections:

1. As required by DWR, the Contractor will provide a clear and detailed video of the "before" condition of well screens and casing prior to well cleaning maintenance.
2. Results from the Assessment and Evaluation process will be provided to DWR for review prior to any repairs being made. Repairs will be billed at the Contractor's hourly rates as specified in Attachment 1, Bid Sheet.
3. Following well cleaning maintenance, the Contractor will provide a clear and detailed video of the "after" condition of well screens and casing, unless directed otherwise by DWR.
4. Results of any well cleaning maintenance will remove an estimated 90% of incrustation/debris to be acceptable.
5. Pump tests will be performed by the Contractor, utilizing a Contractor-provided test pump, for the purpose of establishing well drawdown curves to assess well degradation and/or aid in sizing pump components, or as requested by DWR. Pump tests will be chosen in accordance with ASTM D4043-17 and will be performed in accordance with the appropriate ASTM standard. Constant rate drawdown tests will be performed for a minimum of 24 hours.

B. Maintenance:

1. At the beginning of each year DWR will provide a list of wells requiring maintenance during that year. The Contractor will provide a schedule to DWR for performing the maintenance during the year. Well maintenance can only be performed between June and October and only one (1) well can be taken out of service at a time.
2. The Contractor will perform well maintenance, in accordance with the American Society for Testing and Materials (ASTM) D5978, consisting of the following:
 - i. Mechanical Surging: Surge water in and out of the screen sections with a tight-fitting flexible block that dislodges matter blocking water from entering the well.
 - ii. Hydraulic Jetting: Forcing water under high pressure directly into the screened sections and casing surface via a jetting tool to remove debris.
 - iii. Pneumatic/Air-Based lifting: Forcing air into the well, providing turbulence with a bi-directional flow to flush material out. Acceptance of this method is based upon air

volume delivered to the end of line under working conditions. Volume must be sufficient to adequately dislodge and evacuate undesirable material.

- iv. Manual Cleaning: Brushing or mechanical scrubbing of well screens to remove scale or biological growth.
 - v. Bailing/Pumping: Removing accumulated sediment in the well.
 - vi. Vacuum Cleaning: Use of vacuum truck for cleaning out concrete sumps.
3. The groundwater wells are located within environmentally sensitive areas. The Contractor is responsible for providing and assembling containment measures to control well and maintenance water and debris. DWR and the Contractor will coordinate on disposal measures based on site conditions.

C. Repairs:

- 1. The Contractor will provide as-needed visits for any repair services requested as necessary by DWR to keep the wells fully operational.
- 2. Any repairs necessary to maintain the well's functionality will be paid by DWR at the Contractor's hourly rate, as specified in Attachment 1, Bid Sheet. Any parts requiring replacement will be replaced in accordance with Section E, Parts Replacement.
- 3. DWR will notify the Contractor when repair services are needed. The Contractor must respond to request for repair services within 24 hours and provide a schedule for inspection and repairs. The Contractor will provide 24-hour support services to DWR. Every effort must be made to perform repair services during normal business hours, 7:00 a.m. – 3:30 p.m., Monday through Friday, excluding holidays recognized by the State. DWR may, at its discretion, allow access to the equipment during non-business hours when necessary. Non-emergency repair services performed outside normal business hours as specified herein must be approved in writing by DWR.
- 4. For repairs completed offsite, the Contractor will submit a quote with the repair type and number of hours to DWR for approval prior to making any repairs. The approved quote will be used to create a Work Order (Exhibit A, Attachment 2). Offsite repairs will be paid by DWR at the Contractor's hourly rate as specified in Attachment 1, Bid Sheet.

D. Emergency Repair Services:

- 1. DWR will notify the Contractor when emergency repairs are needed. The Contractor must have the capability to respond to emergency service requests and be onsite to inspect within eight (8) hours of DWR's initial request for emergency service. Immediately following the inspection, the Contractor will provide a schedule for repairs. When possible, emergency repairs will be performed during normal business hours as specified herein. DWR may, at its discretion, allow access to the equipment during non-business hours when necessary.
- 2. Emergency services provided by the Contractor, at the specific request of DWR, will be charged at the Contractor's hourly rate, as specified in Attachment 1, Bid Sheet. Any parts requiring replacement must be in accordance with Section E, Parts Replacement.

E. Parts Replacement:

1. The Contractor will, during inspection and maintenance work, replace any parts discovered that require replacement in order to maintain or change pump discharge rates. Replacement parts may include pump stages (bowls), shaft couplings, pipe columns, shafts, centralizers/bushings, bearings, screens, casings, gravel pack, bowl replacement trimming and/or machining, motors, water level sensors, electrical panels and associated electrical equipment.
2. All materials utilized for this project will be of the highest quality available for wells. Questions on quality standards and substitutions will need to be discussed with DWR prior to purchase.
3. Parts found to be worn or inoperable, or that otherwise affects the well's operability in any way will be replaced. The Contractor will submit a quote listing all recommended replacement parts to DWR for approval prior to ordering or installing any parts. The approved quote will be used to create a Work Order (Exhibit A, Attachment 2). A signed copy of the Work Order must be submitted with all replacement invoices. All replaced parts will be invoiced at approved quoted rates and will not exceed a 25% mark-up. Mark-up cannot be applied to sales tax.
4. Parts replaced by the Contractor under this agreement must be new factory manufactured, or of equivalent quality. Any parts that have been replaced become the property of DWR.
5. The Contractor will provide manufacturers product data, including cut sheets, specifications and pump curves, and manufacture's warranties, as applicable, for all parts replaced.

F. Documentation:

1. After completion of service and/or inspection, DWR will complete a report. The report will include the date of service, description of service, parts replaced, any noted deficiencies and suggested corrective action, total labor hours expended, name of service technician and name of DWR employee certifying indicated services were performed.
2. Additional parts not included in an approved quote but required onsite during repairs can be approved for installation provided the parts are listed in DWR's report and receipts are provided.

G. Invoicing

1. DWR will not reimburse for per diem, lodging, and food related costs. All travel costs must be included in Exhibit B, Attachment 1, Bid Sheet.
2. When subcontracting, a copy of the Subcontractor's invoice must be attached to the Contractor's invoice. All Subcontractors must be pre-approved by DWR's Contract Manager.
3. Well maintenance costs (Bid Items A. 4-12) do not include removal and installation of the pump. Removal and installation of the pump as part of a maintenance effort will be paid for separately under Bid Item A.1-3.

EXHIBIT A, ATTACHMENT 1 LOCATION MAP

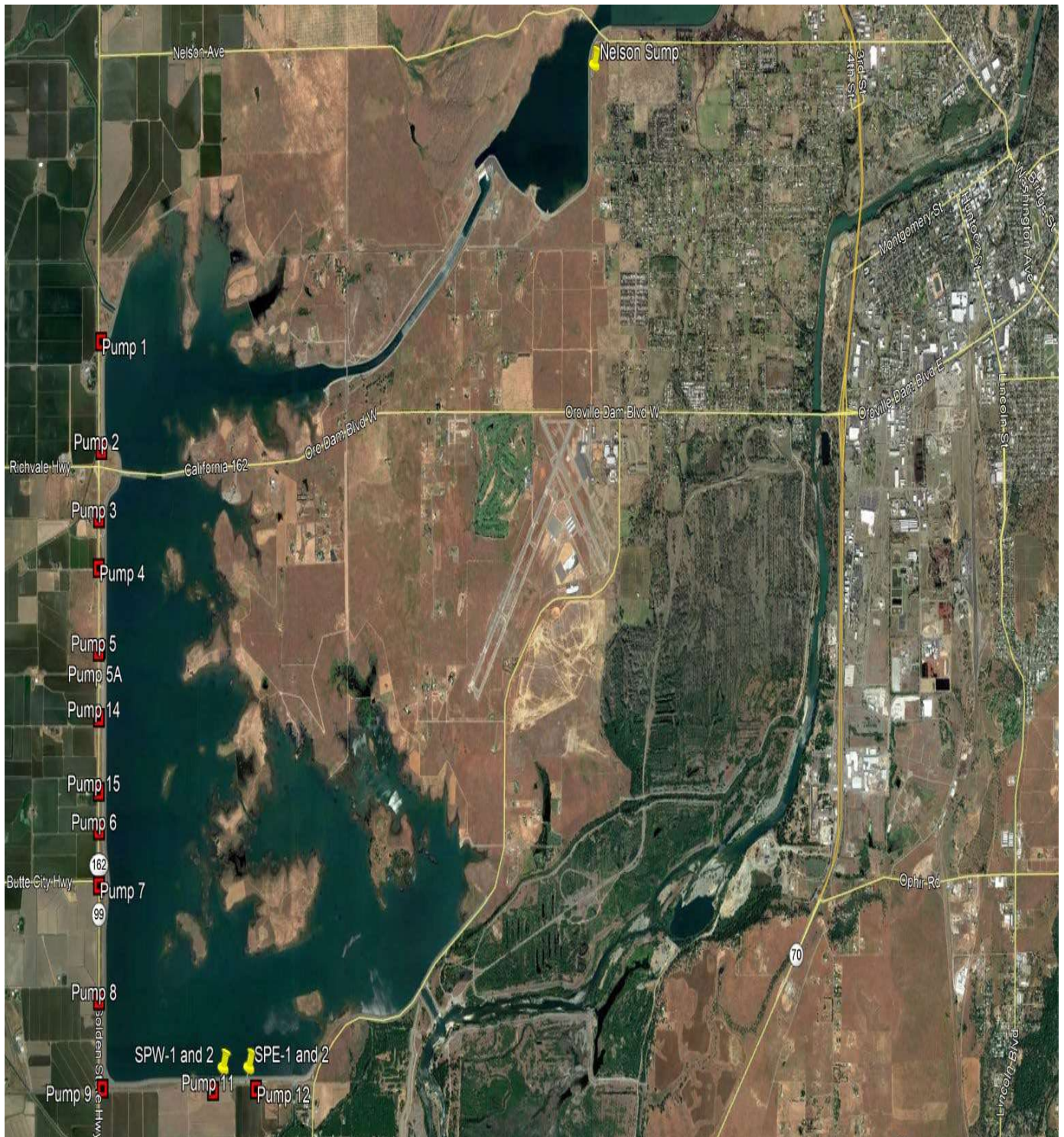


EXHIBIT A, ATTACHMENT 2 WORK ORDER

State of California

Department of Water Resources
Oroville Field Division
460 Glen Drive
Oroville, California 95966

The California Natural Resources Agency

Contract #
Vendor Name:
Vendor Address:
Vendor Contact:
Vendor Phone:

WORK DESCRIPTION				
Work Order No.	DWR Contract Manager Name	DWR Contract Manager Phone No.	Date	
Quantity	Parts	Description	Rate	Amount
TOTAL				

The rates listed in this Work Order must consist of all costs associated with the purchase of replacement part(s) including taxes incidental to the specified rates.

Authorized Signature of Contractor				Date	
Authorized Signature of DWR Contract Manager		Title		Date	

WORK ORDER

PROCEDURE

1. The DWR Contract Manager initiates Work Order for specific equipment.
 - a. Obtains a Work Order No. that is sequentially assigned. (For example, **Work Order No. 001, 002, 003, 004, etc).**
 - b. Completes the Work Description section.
 - c. The Contractor and DWR Contract Manager work together to complete the Quantity, Parts, Description, Rate and Amount sections in accordance with the Contractor's current usual and customary posted rates.
 - d. The Contractor must attach current usual and customary posted rates to each Work Order.
2. The DWR Contract Manager obtains necessary clearances and approval signatures on the original Work Order that include:
 - a. The Contractor (Always signs first).
 - b. The DWR Contract Manager.
 - c. Any other applicable signatures or approvals.
3. The DWR Contract Manager retains the Work Order with original signature.
4. Once the Work Order is completed to the satisfaction of the DWR Contract Manager and according to the description on the Work Order, the Contractor submits invoice for work completed. (**Note:** The Contractor's Invoice will not be accepted unless the Work Order has been approved and accepted as completed).
5. The DWR Contract Coordinator checks the Contractor's invoice against the Work Order with original signatures. The invoice will be processed for payment if the Contractor's invoice reflects the work detailed on the completed Work Order. The Contract Coordinator will attach a copy of the Work Order to the invoice when submitting to Contract Payables for payment.

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

B. INVOICING AND PAYMENT

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

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

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

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

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

Department of Water Resources
Attention: Tammy Kearney
460 Glen Drive
Oroville, California 95966
OR
Tammy.kearney@water.ca.gov

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

C. BUDGET CONTINGENCY CLAUSE

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

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

D. PROMPT PAYMENT CLAUSE

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

**EXHIBIT B, ATTACHMENT 1
BID SHEET**

This is a placeholder page.

State of California

DEPARTMENT OF WATER RESOURCES

California Natural Resources Agency

Contract # _____
Exhibit B, Attachment 2
Page 1 of 1

CONTRACTOR AND SUBCONTRACTOR
DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION CERTIFICATION

This form shall be submitted with every invoice and applies to work subject to California prevailing wage rate law.

All Contractors and Subcontractors, regardless of tier or amount, performing work under this invoice that is subject to California prevailing wage rate law are listed below. All such Contractors and Subcontractors were and are registered with DIR.

Contractor/Subcontractor Name	Contractor License Number (if applicable)	DIR Registration Number	Mailing Address	Email Address

(if more space is needed, attach additional sheets.)

Contractor Signature

Print Name

Date

Contractor License Number

DIR Registration Number

DWR 9777 (New 01/18)

EXHIBIT C
GENERAL TERMS AND CONDITIONS

This is a placeholder page.

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

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

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

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

Tammy Kearney
(530) 534-2511
Tammy.kearney@water.ca.gov

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

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

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

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

7. RENEWAL OF CCC: Contractor shall renew the Contractor Certification Clauses or successor documents every three (3) years or as changes occur, whichever occurs sooner.
8. REPORT OF RECYCLED CONTENT CERTIFICATION: In accordance with Public Contract Code Sections 12200-12217, et seq. and 12153-12158, et seq. the contractor must complete and return the form DWR 9557, Recycled Content Certification, for each required product to the Department at the conclusion of services specified in this contract. Form DWR 9557 is attached to this Exhibit and made part of this contract by this reference.
9. TERMINATION CLAUSE: The State may terminate this contract without cause upon 30 days advance written notice. The Contractor shall be reimbursed for all reasonable expenses incurred up to the date of termination.
10. COMPUTER SOFTWARE: For contracts in which software usage is an essential element of performance under this Agreement, the Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
11. PRIORITY HIRING CONSIDERATIONS: For contracts, other than consulting services contracts, in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the contract to qualified recipients of aid under Welfare and Institutions Code Section 11200. (Public Contract Code Section 10353).
12. EQUIPMENT RENTAL AGREEMENTS: This provision shall apply to equipment rental agreements. The State shall not be responsible for loss or damage to the rented equipment arising from causes beyond the control of the State. The State's responsibility for repairs and liability for damage or loss to such equipment is restricted to that made necessary or resulting from the negligent act or omission of the State or its officers, employees, or agents.
13. CONTRACTOR COOPERATION DURING INVESTIGATION: Contractor agrees to cooperate fully in any investigation conducted by or for DWR regarding unsatisfactory work or allegedly unlawful conduct by DWR employees or DWR contractors. The word "cooperate" includes but is not limited to, in a timely manner, making Contractor staff available for interview and Contractor records and documents available for review.
14. CONFLICT OF INTEREST:
 - a. Current and Former State Employees: Contractor should be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.
 - (1) Current State Employees: (PCC §10410)
 - (a) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
 - (b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
 - (2) Former State Employees: (PCC §10411)
 - (a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

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

b. Penalty for Violation:

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

c. Members of Boards and Commissions:

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

d. Representational Conflicts of Interest:

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

e. Financial Interest in Contracts:

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

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

f. Prohibition for Consulting Services Contracts:

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

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

EXHIBIT D, ATTACHMENT 1

State of California

DEPARTMENT OF WATER RESOURCES

California Natural Resources Agency

Contract #
Exhibit , Attachment
Page 1 of 2

RECYCLED CONTENT CERTIFICATION

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

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

COMPANY: _____

PERSON COMPLETING FORM: _____

DATE: _____

DESCRIPTION Please include item name, brand, and product number	% POSTCONSUMER	RECYCLED MATERIAL TYPE

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

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

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

NAME OF PERSON COMPLETING FORM	TITLE	AGENCY/COMPANY

➤ _____
SIGNATURE OF PERSON COMPLETING FORM DATE

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

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

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

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

For additional information visit State Agency Buy Recycled Campaign

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

EXHIBIT E ADDITIONAL PROVISIONS

Executive Order N-6-22 – Russia Sanctions

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

GenAI Technology Use & Reporting

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

Bidder / Offeror must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI. Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

Upon notification by a Bidder / Offeror of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State. Government Code 11549.64 defines “Generative Artificial Intelligence (GenAI)” as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system’s training data.

1. CERTIFICATE OF INSURANCE

a. General Provisions Applying to All Policies

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

- iv. Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
 - v. Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management – A or better and financial size category of VII or better to the latest edition of the A.M. Best Key Rating Guide. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
 - vi. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
 - vii. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.
 - viii. Satisfying an SIR - All insurance required by this contract must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
 - ix. Available Coverages/Limits - All coverage and limits available to the contractor shall also be available and applicable to the State.
 - x. Subcontractors - In the case of Contractor utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor and insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.
- b. **Insurance Requirements:** The contractor shall furnish to the State evidence of the following required insurance:
- i. **Commercial General Liability** – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include the contract number and the following additional insured designation and endorsement:

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

The endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
 - ii. **Workers Compensation and Employers Liability** – Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

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

- iii. **Automobile Liability** – Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per occurrence. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. **The State of California, Department of Water Resources, its officers, agents, and employees are to be covered as additional insureds with respect to liability arising out of work or operations.**

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

Department of Water Resources
Oroville Field Division
Attn: Tammy Kearney
460 Glen Drive
Oroville, California, 95966

2. PUBLIC WORKS AGREEMENTS

Contractor shall comply with the language stated in the Standard Clauses for Public Works, DWR 4197, Exhibit E, Attachment 1, and the Standard California Nondiscrimination Construction Contract Specifications, in the California Code of Regulations ([2CCR §11122](#)). Contractor must use prevailing wage rates for the appropriate classifications used in the performance of the work specified in the Scope of Work that is considered “public works”. Contractor can access these rates on the internet at <http://www.dir.ca.gov> or by calling the California Department of Industrial Relations at (415) 703-4774 for paper copies of the rates. Contractor understands that it is responsible for determination of proper classifications of work for prevailing wage purposes. Contractor is solely responsible for determining whether all or any portion of the work is considered “public works,” such that prevailing rates are payable under this contract.

3. PREVAILING WAGES

Labor Code Certifications:

The Contractor is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code and the Contractor and any subcontractors will comply with such provisions before commencing the performance of the work of this contract.

In accordance with the applicable provisions of the Labor Code, the Contractor and any subcontractors shall pay their employees prevailing wages for the performance of that portion of the work, which is “public works”. The Director of the State Department of Industrial Relations has made the general prevailing wage rate determination covering the locality where work on this contract is to be performed. The general prevailing wage rates can be obtained from the Department of Industrial Relations or any source authorized by the Department of Industrial Relations. On the Internet, prevailing wage rates can be found at www.dir.ca.gov. The Contractor agrees to post a copy of the applicable general prevailing wage rates for the locality of each job site.

It is hereby mutually agreed that, pursuant to Labor Code section 1775 (a)(1), the Contractor shall forfeit to the State 200 dollars (\$200) for each calendar day, or portion thereof, for each worker paid by him or her, or subcontractor under him or her, less than the prevailing wage so stipulated and in addition, the Contractor further agrees to pay to each worker the difference between the actual amount paid for each calendar day, or portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly registered apprentices.

It is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the contractor shall forfeit, as a penalty to the State, twenty-five dollars

(\$25) for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week, when done in violation of Labor Code sections 1810-1815, inclusive.

Properly registered apprentices may be employed in the prosecution of the work. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. The Contractor and each subcontractor must comply with the requirements of Labor Code section 1775.5 and any related regulations regarding the employment of registered apprentices.

The Contractor and any subcontractors shall comply with all other applicable Labor Code requirements, including section 1776 regarding record keeping.

Labor Compliance Program:

For work which is funded pursuant to Public Resources Code Sections 75070-75079 (Proposition 84), Contractor may be required to comply with the Labor Compliance Program or (LCP) requirements of Labor Code Section 1771.5. Among the requirements under these sections are: pre-construction conference regarding payment of prevailing wages, providing of certified payroll reports and audit thereof, and potential withholding of contract payments for non-compliance. DWR will notify Contractor at the time of any work to which these LCP provisions apply.

Prevailing Wage Monitoring and Enforcement:

1. DIR Registration of Contractor and Subcontractor: Contractor agrees that it shall remain registered with the Department of Industrial Relations (DIR) pursuant to Labor Code Section 1725.5 (DIR Registered Contractor) at all times during the performance of work. Contractor shall independently verify that all subcontractors of every tier are DIR registered contractors at all time during performance of work.
2. Certified Payroll Records: Contractor shall comply with the Certified Payroll Record (CPR) requirements of section 1771.4 and Section 1776 of the Labor Code and shall require and verify that all subcontractors of every tier comply with just CPR requirements.
3. Posting of Job Site Notices: Pursuant to Labor Code Section 1771.4(a)(2), Contractor shall post any job site notices prescribed by DIR.
4. DIR Enforcement: This Contract is subject to prevailing wage compliance monitoring and enforcement by DIR.
5. Penalty assessment for non-compliance with CPR requests; withholding of payment: Pursuance to Labor Code Section 1776(b), is the requirements therein regarding production of CPRs within ten (10) days of written request have not been strictly complied with, the offending Contractor or subcontractor(s) shall forfeit the sum of One Hundred Dollars (\$100) per calendar day, or portion thereof, for each worker, until such offending party has fully complied with the requirements. Upon request of DIR, these penalties shall be withheld from progress payments then due to Contractor. Contractor is not subject to a penalty assessment for failure of a subcontractor to comply with the requirements of this paragraph.

4. PERMITS AND LICENSES

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

5. PROTECTION OF CONFIDENTIAL AND SENSITIVE INFORMATION: This shall apply to all Contractors whose terms with the Department require or permit access to Confidential or Sensitive Information in conducting business with the Department or performing duties under a Contract with the Department. Contractor shall impose all the requirements of this provision on all of its officers, employees, and Affiliates with access to the Protection of Confidential and/or Sensitive Information in accordance with Attachment 2. Also a Non-Disclosure Certificate, Attachment 3, must be signed by

all personnel with access to Confidential and Sensitive Information and submitted to the Department prior to being allowed such access.

6. CONTRACT AMENDMENTS – DVBE PROGRAM REQUIREMENTS

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

7. CONTRACT AUDITS RELATED TO DVBE PROGRAM REQUIREMENTS

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

8. SUBSTITUTION OF A DVBE SUBCONTRACTOR

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

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

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

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

Contractor's certification of payments must be made using form DWR 9683 (Small Business Subcontractor Payment Certification), Exhibit E Attachment 4. Fully complete this form with the authorized signature and submit to DWR's Contract Manager with a copy to DWR's SB/DVBE Program Manager.

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

a. STD 817 – Statutory Reporting Requirements

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

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

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

- b. STD 817 – Link to Form with Completion Instructions
<https://www.dgs.ca.gov/PD/Search-Results?search=817&divisionid=7bce8ca3ed8a4aedbdeaf52f5e77df36&activeFilters=division-or-office-facets>
- c. STD 817 – Filing Instructions
Upon completion of the contract submit one Std. 817 per contract, signed by the Prime's authorized representative, to DWR's SB/DVBE Program Manager by either option below.
 - 1. Option #1. Email electronic signed versions of the Std. 817 to: SB.DVBE@water.ca.gov and DWR Contract Manager (contact information in Exhibit A).
 - 2. Option #2. Mail or deliver signed hard copies of the Std. 817 to:

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

EXHIBIT E, ATTACHMENT 1

State of California

DEPARTMENT OF WATER RESOURCES

California Natural Resources Agency

Contract # _____

Exhibit E, Attachment _____

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STANDARD CLAUSES – GENERAL CONDITIONS FOR PUBLIC WORKS AND/OR DRILLING CONTRACTS

1. **DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION.** Labor Code Section 1725.5 requires a contractor to be registered as a public works contractor to be qualified to bid on, or listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract. For the purposes of this section, "contractor" includes a subcontractor as defined by Labor Code Section 1722.1. DIR registration is a condition of the Contractor's ability to work under this contract. Should the contractor or any subcontractor fail to maintain DIR registration, this contract may be terminated at the discretion of DWR.
2. **LICENSE.** No bidder may bid on work for which it is not properly licensed by the Contractor's State License Board. Joint Venture bidders must possess a Joint Venture License. Bidders for this Agreement must have a classification(s) of their contractor's license. Provide license number and expiration date and certify under penalty of perjury that the foregoing is true and correct.
3. **EXAMINATION OF BID DOCUMENTS AND SITE.** Bidder shall carefully examine site of work, plans and specifications. The bidder shall investigate conditions, character, quality of surface, or subsurface materials or obstacles to be encountered. No additions to the contract amount will be made because of the Contractor's failure to examine the site of work, plans, and specifications.
4. **SUBCONTRACTORS.** (See Public Contract Code Section 4104.) The bidder shall set forth in its bid:
 - a. The name and business address of each subcontractor who will perform work or labor or render services in an amount in excess of one-half of one percent (.5%) of the General Contractor's total bid; and
 - b. The portion of work to be done by each subcontractor. (See Public Contract Code Section 4104.)
5. **PAYMENT AND/OR PERFORMANCE BOND.** The Contractor shall furnish, concurrently with signing the contract, a Payment Bond to Accompany Construction Contract, DWR Form 3373, in an amount not less than 100% of the amount of the contract when the contract exceeds \$10,000 (for non-construction drilling contracts, when the contract exceeds \$25,000). Such bond shall be executed by the Contractor and a corporate surety approved by the State. If the Department deems it necessary, a Performance Bond may be required in the same amount as the Payment Bond.
6. **NOTICE.** Failure to obtain a Payment Bond within ten (10) days of notification of award shall cause the State to reject the bid.
7. **WORKERS' COMPENSATION INSURANCE CERTIFICATION.** Upon execution of the contract, the Contractor shall provide the State either with a certificate of insurance issued by an insurance carrier licensed to write workers' compensation insurance in the State of California, including the name of the carrier and date of expiration of the insurance, or a certificate of consent to self-insure issued by the Director of the Department of Industrial Relations.
8. **PREVAILING WAGE.** It is hereby mutually agreed that, pursuant to Labor Code Section 1775 (a) (1), the Contractor shall forfeit to the State a penalty of \$200 for each calendar day, or portion thereof, for each worker paid by it, or subcontractor under it, less than the prevailing wage so stipulated. In addition, the Contractor further agrees to pay to each worker the difference between the actual amount paid for each calendar day, or portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly registered apprentices.
9. **MAXIMUM HOURS.** It is further agreed that the maximum hours a worker is to be employed is limited to 8 hours a day and 40 hours a week and the Contractor shall forfeit, as a penalty to the State, \$25 for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than 8 hours in any calendar day or more than 40 hours in any calendar week in violation of Labor Code Sections 1810-1815, inclusive.
10. **TRAVEL AND SUBSISTENCE PAYMENTS.** Travel and subsistence payments shall be paid to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

State of California

DEPARTMENT OF WATER RESOURCES

California Natural Resources Agency

Contract # _____

Exhibit E, Attachment _____

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- 11. APPRENTICES.** Properly registered apprentices may be employed in the prosecution of the work. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. The Contractor and each subcontractor must comply with the requirements of Labor Code Section 1777.5 and any related regulations regarding the employment of registered apprentices.
- 12. SUBSTITUTIONS.** Pursuant to Section 3400 of the Public Contract Code, should the Contractor seek to substitute a brand of materials other than specified, the Contractor shall submit data substantiating the request for substitution of "an equal" item. The substantiating data must be presented for approval within thirty-five (35) days after the award of the agreement. The State shall be the sole judge as the comparative quality and suitability of "an equal" item.
- 13. ANTI-TRUST CLAIMS.** The Contractor offers and agrees and will require all of their subcontractors and suppliers to agree to assign to the awarding body all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act [Chapter 2 (commencing with Sec. 165700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, services, or materials, pursuant to the public works contract or the subcontract. The assignment made by the Contractor and all additional assignments made by the subcontractors and suppliers shall be deemed to have been made and will become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment or the necessity of tendering to the awarding body any written assignments.

If an awarding body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Government Code Sections 4550-4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under Government Code Section 4550-4554, if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

- 14. PROGRESS PAYMENTS.**
- Ten percent of any progress payments that may be provided for under this contract shall be withheld pending satisfactory completion of all services under the contract. The Contractor may substitute securities for such retentions and receive any interest accrued provided in Section 22300 of the Public Contract Code.
 - Prior to execution of the contract, the Contractor shall furnish a faithful performance bond for not less than the total amount payable under the contract if the contract exceeds \$10,000 and progress payments will be made.
- 15. PAYROLL RECORDS.** The Contractor and each subcontractor shall comply with Labor Code Section 1776 regarding payroll records.
- 16. NONCOLLUSION DECLARATION.** All bidders shall submit with their bids a signed and notarized Noncollusion Declaration (DWR 4206).
- 17. LABOR CODE PROVISIONS.** Pursuant to Sections 1770 et seq. of the California Labor Code, the Director of the State Department of Industrial Relations has made the general prevailing wage determination covering the locality where work for this contract is to be performed. The general prevailing wage rates can be obtained from the Department of Industrial Relations or any source authorized by the Department of Industrial Relations. They are also made available at www.dir.ca.gov/.
- The Contractor agrees to post a copy of the **General Prevailing Wage Determination** for the locality of each job site. The Contractor also agrees to comply with all requirements of the California Labor Code and to pay for the forfeiture penalties and monies, which may become due as provided in Sections 1775 and 1813 of that Code.
- 18. UNDOCUMENTED ALIENS.** No bidder or Contractor shall be eligible to bid for or receive a public works or purchase contract, who has, in the preceding five years, been convicted of violating a State or federal law respecting the employment of undocumented aliens.
- 19. SUBSTITUTION OF SUBCONTRACTORS.** A prime contractor whose bid is accepted may not substitute a subcontractor listed in the original bid unless the provisions of PCC 4107 or 4107.5 apply and a hearing is held, if required.

EXHIBIT E, ATTACHMENT 2
PROTECTION OF CONFIDENTIAL AND SENSITIVE INFORMATION

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

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

**EXHIBIT E, ATTACHMENT 3
NON-DISCLOSURE CERTIFICATE**

I hereby certify my understanding that access to Confidential and Sensitive Information is provided to me pursuant to the terms and restrictions of the Protection of Confidential and Sensitive Information, Exhibit E, Attachment 2 of Contract No. 460000XXXX between _____ and the California Department of Water Resources. I hereby agree to be bound by those terms and restrictions. I understand that all Confidential and Sensitive Information, as defined in the Protection of Confidential and Sensitive Information, and any notes or other memoranda, or any other form of information, electronic or otherwise that copies or discloses Confidential Information, shall not be disclosed to anyone other than in accordance with Exhibit E, Attachment 2. I acknowledge that a violation of this certificate may result in termination of the Contract and/or imposition of civil or criminal penalties.

Signed: _____

Typed Name and Title: _____

Representing (give name of Contractor/Affiliate): _____

Date: _____

EXHIBIT E, ATTACHMENT 4

State of California

DEPARTMENT OF WATER RESOURCES

California Natural Resources Agency

Contract No. _____

Exhibit _____

SMALL BUSINESS SUBCONTRACTOR PAYMENT CERTIFICATION

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

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

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

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

PRIME CONTRACTOR

Company Name	Contract Number	Street Address	City	State	Zip Code

SMALL BUSINESS SUBCONTRACTOR

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

PAYMENT INFORMATION

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

PRIME CONTRACTOR - AUTHORIZED REPRESENTATIVE

Print Name	Email	Signature
Title	Phone	Date Signed

EXHIBIT G

State of California

DEPARTMENT OF WATER RESOURCES

California Natural Resources Agency

NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID FOR PUBLIC WORKS

The undersigned declares:

I am the _____ of _____ the party
making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____
(date), at _____ (city), _____ (state).

Signed: _____

Print/Type Name _____

EXHIBIT H

State of California

DEPARTMENT OF WATER RESOURCES

California Natural Resources Agency

PAYMENT BOND

WHEREAS, The State of California acting by and through the

_____, has awarded
(insert name of the Department awarding the contract)

to _____,
as Contractor, a contract for the work described as follows:

AND WHEREAS, Said Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law;

NOW, THEREFORE, We the undersigned Contractor and surety are held and firmly bound unto the State of California in the amount required by law, the sum of _____

_____ dollars
(\$ _____), for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Contractor, it or its heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors under Section 13020 of the Unemployment Insurance Code with respect to the work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, We have hereto set our hands and seals on this _____
day of _____, 20____

Contractor

Name of Surety

By _____
Attorney-in-Fact

[[Seal]]

Address _____

Telephone No. _____

NOTE: Signatures of those executing for the surety
must be properly acknowledged.

EXHIBIT I

State of California

DEPARTMENT OF WATER RESOURCES

California Natural Resources Agency

(Approved by Attorney
General 10/17/68)

PERFORMANCE BOND TO ACCOMPANY CONTRACT

(Sec. 78(b) Title 11
Administrative Code)

WHEREAS, The State of California acting by and through the

_____, has awarded
(insert name of the Department awarding the contract)

to _____

as principal hereinafter designated as the "Contractor," a contract for

AND WHEREAS, The Contractor is required to furnish a bond in connection with said contract guaranteeing the faithful performance thereof;

NOW, THEREFORE, We the undersigned Contractor and surety are held and firmly bound unto the State of California in the sum of

_____ dollars (\$ _____), to be paid to the said State or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the Contractor, his or its heirs, executors and administrators, successors or assign, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the State of California, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

IN WITNESS WHEREOF, We have hereto set our hands and seals on this
day of _____, 20_____.

_____(Seal)

_____(Seal)
Contractor

_____(Seal)

_____(Seal)
Name of Surety

By _____(Seal)
Attorney-in-Fact

[Seal]

NOTE: Signatures of those executing for surety must be properly acknowledged.