

DEPARTMENT OF WATER RESOURCES

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



REQUEST FOR PROPOSAL SECONDARY

Notice to Prospective Firms

June 24, 2026

You are invited to review and respond to this Request for Proposal Secondary (RFP) number 10219568 for Federal Governmental Relations Consultant services. The anticipated term of this agreement is three (3) years. In submitting your proposal, you must comply with these instructions.

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

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

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

Inquiries regarding the processing of this proposal should be referred to Courtney Gray at (916) 902-6090. 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,

Corey Lasso
Contract Manager
Division of Flood Planning & Improvements

Attachment(s)

TABLE OF CONTENTS

	Page
Purpose and Description of Services	4
Proposing Firm Minimum Qualifications	4
Proposal Requirements and Information	4
Proposal Key Action Dates	4
Questions and Answers	5
Work Plan and Work Schedule/Technical Proposal	5
Cost Proposal Format and Requirements	5
Submission of Proposal	5
Proposal Evaluation and Selection Process	8
Tax Delinquent Status Verification	14
Generative Artificial Intelligence (GenAI) Disclosure	14
Notice of Intent to Award and Protest	15
Disposition of Proposals	15
Standard Conditions of Service	16
Payee Data Record (Std. 204)	16
Key Employee Policies and Guidelines Notice Acknowledgment (Consultants and Contractors) (DWR 9524a)	16
Economic Incentive Program	16
Small Business Program	16
Disabled Veteran Business Enterprise Program	19
Pending Small Business or Disabled Veteran Business Enterprise Certification Application	21
Proposal Checklist	22
Attachment I – Cost Proposal Worksheet	23
Attachment II - Proposal/Proposing firm Certification Sheet	25
Proposal/Proposing firm Certification Sheet Instructions	26
Attachment III – Proposing firm References	27
Attachment IV - Darfur Contracting Act Certification	28
Attachment V – Generative Artificial Intelligence (Gen AI) Disclosure (DWR 9834)	29
Attachment VI – Bidder Certification of DVBE Participation (DWR 9526)	30
Attachment VII- DVBE Declaration (DGS PD 843)	31
Attachment VIII – Bidder Declaration (DGS PD 05-105)	32
Attachment IX – California Civil Rights Laws Attachment	33
Attachment X – Iran Contracting Act	34
Sample Contract – Standard Agreement (Std. 213)	35
Exhibit A – Scope of Work	36
Exhibit B – Budget Detail and Payment Provisions	38

Exhibit C – General Terms and Conditions	39
Exhibit D – Special Terms and Conditions for Department of Water Resources – Over \$10,000 Standard Payable (DWR 9544)	40
Attachment 1 – Recycled Content Certification Form (DWR 9557)	43
Exhibit E – Additional Provisions	45
Attachment 1 – Standard Contract Provisions Regarding Political Reform Act Compliance	50
Attachment 2 – Protection of Confidential and Sensitive Information	51
Attachment 3– Non-disclosure Certificate	53
Attachment 4 – Small Business Subcontractor Payment Certification (DWR 9683)	54

A. Purpose and Description of Services

Contractor agrees to provide the Department of Water Resources (DWR), Federal Governmental Relations Consultant services as described herein.

B. Proposing Firm Minimum Qualifications

1. The Proposing Firm must have a minimum of five (5) years of proven experience in effectively working with federal agencies, Congressional members, committees and staff on projects, and issues related to flood management, flood management related multi-purpose infrastructure improvements, and environmental restoration.
2. The Proposing Firm must provide reference of having thorough knowledge of existing California and federal flood management, natural resource, and environmental legislation.
3. The Proposing Firm must be registered with the secretary of the United States (U.S.) Senate and the clerk of the U.S. House of Representatives to perform lobbying activities.
4. The Proposing Firm must have a minimum of five (5) years of experience working with local flood control agencies, flood management organizations, and in building coalitions to pursue desired objectives.
5. The Proposing Firm must have a minimum of five (5) years of experience building positive relationships and contacts with staff of congressional appropriations and with authorizing agency committees at United States Army Corps of Engineers or with a combination of one or more of the following agencies: Office of Management and Budget (OMB), Assistant Secretary of the Army (ASA), Federal Emergency Management Agency (FEMA), Department of Interior (DOI), Federal Energy Relicensing Committee (FERC) United States Fish and Wildlife Service (USFWS), United States Geological Survey (USGS), National Oceanic and Atmospheric Administration (NOAA), National Weather Service (NWS), Office of Oceanic and Atmospheric Research (OAR), and National Marine Fisheries Service (NMFS).
6. The Proposing Firm must have an existing office in the Washington, D.C. metropolitan area.

C. Proposal Requirements and Information

1. PROPOSAL KEY ACTION DATES

All proposing firms must adhere to the following time schedule.

RFP available to prospective proposing firms on	June 24, 2026
Technical questions must be submitted by	July 7, 2026 at 3:30 PM
Answers to technical questions will be disseminated by	July 10, 2026 at 3:30 PM
Proposals must be received by	July 22, 2026 at 11:00 AM
Anticipated start date of agreement is	October 2026

2. LOCATION WHERE WORK WILL BE PERFORMED:

Washington, D.C. metropolitan area

3. QUESTIONS AND ANSWERS

Technical questions must be submitted in writing to courtneymelissa.gray@water.ca.gov and received by DWR on or before 3:30 PM on July 7, 2026. DWR will provide answers in writing to all potential proposing firms by 3:30 PM on July 10, 2026.

4. WORK PLAN AND WORK SCHEDULE/TECHNICAL PROPOSAL REQUIREMENTS

Proposing Firm must submit a Work Plan and Work Schedule titled "Technical Response to Department of Water Resources RFP II # 10219568, Federal Governmental Relations" and include the following:

- a. Demonstrate the firm's ability to address federal advocacy needs of the Department of Water Resources.
- b. Describe the firm's approach for mitigating potential conflicts between DWR's objectives and those of other entities represented by the firm in advocacy efforts before the federal administration and Congress.
- c. Include a detailed description of how the expertise of the firm's proposed staff individuals will accomplish the tasks/deliverables identified in the Scope of Work.
- d. Describe experience of firm's key staff in advocating at United States Bureau of Reclamation (USBR) and United States Army Corp of Engineer (USACE).
- e. Demonstrate knowledge of federal funding, USBR, and USACE processes.
- f. Describe the firm's overall approach, methodology, functions, and activities that will be used to perform the services and deliverables outlined in Exhibit A, Scope of Work.
- g. Provide assumptions used to develop the response, if any.
- h. Provide documentation for experience and proposed staff resumes that will substantiate Proposing Firm's ability to meet/exceed the Minimum Qualifications.

5. COST PROPOSAL FORMAT AND REQUIREMENTS

The proposing firm will use the attached Cost Proposal Worksheet (Attachment 1) to provide their cost proposal. The Cost Proposal Worksheet will be submitted in the same envelope as the proposal.

6. SUBMISSION OF PROPOSAL

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

Department of Water Resources
Attn: Courtney Gray
P.O. Box 942836
715 P Street
Sacramento, California 94236-0001

- ii. Proposals by hand delivery, must be submitted to Contract Specialist Courtney Gray on or before the bid due date and time. Please coordinate a day and time via phone (916) 902-6090 or e-mail courtneymelissa.gray@water.ca.gov
- iii. Proposals submitted by UPS, express mail, or Federal Express must be addressed to:

Department of Water Resources
Contract Services
Attn: Courtney Gray
715 P Street
Sacramento, California 95814

- a) Proposals should provide straightforward and concise descriptions of the proposing firm's ability to satisfy the requirements of this RFP.
- b) If the proposal is made under a fictitious name or business title, the actual legal name of the proposing firm must be provided.
- c) Due to limited storage space, the proposal package should be prepared using the least expensive method (i.e. cover page with staple in upper left-hand corner, no fancy bindings).
- d) All proposals must include original signatures on the following documents:
Proposal/Proposing firm Certification Sheet and any other documents specified in the Proposal Checklist.
- e) Proposals not including the documents identified in the Proposal Checklist shall be deemed non-responsive and will be rejected.
- f) All proposals are to be sent to DWR within the time frame indicated in the Time Schedule. Proposals received after the due date and time will be returned unopened to the prospective proposing firm.
- g) All proposals must be submitted under sealed cover. The sealed cover must contain all documents listed in the Proposal Checklist. The outside of the sealed cover must be plainly marked with the RFP title and number, must show your firm's name and address, and must be marked with "DO NOT OPEN."
- h) Proposals not submitted under sealed cover will be rejected. A minimum of two signed proposals must be submitted. One proposal must be submitted in hardcopy. One proposal must be submitted in an electronic format (Word and/or PDF File) on a USB Drive. Both proposals must be signed and submitted in the same envelope. USB Drives can be returned at the request of the proposing firm once the solicitation is concluded.
- i) Proposals not submitted under sealed cover will be rejected. A minimum of two original signed proposals must be submitted. Both proposals must be submitted in the same envelope.
- j) Proposals must be submitted for the entire service described within the Scope of Work. Deviations from the specifications will not be considered and will be cause for rejection of the proposal.
- k) The State does not accept alternate language from a proposing firm. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.

- l) A proposal may be rejected if conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may waive any immaterial deviation in a proposal. The State's waiver of immaterial defect shall in no way modify the RFP document or excuse the proposing firm from full compliance with the objectives if awarded the Agreement.
- m) Costs for developing proposals and preparation of award of the Agreement are entirely the responsibility of the proposing firm and shall not be chargeable to the State of California.
- n) This RFP must be signed by an individual who is authorized to bind the proposing firm contractually. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal will be rejected.
- o) A proposing firm may modify a proposal after its submission by withdrawal and resubmission before the proposal due date. Modification of a proposal offered in any other manner, oral or written, will not be considered.
- p) A proposing firm may withdraw their proposal by submitting a written request to the State for its withdrawal, signed by the proposing firm or an agent authorized in accordance with paragraph p above. A proposing firm may thereafter submit a new proposal before the proposal submission deadline. Proposals may not be withdrawn after the proposal due date. Proposals received after the due date and time will be returned unopened to the prospective proposing firm.
- q) DWR may modify the RFP prior to the date fixed for submission of proposals by the issuance of an Addendum to all parties who received a proposal package. This Addendum will also be posted on the State's eProcurement website found at www.Cal eProcure.com.
- r) If all proposals are too high, DWR is not required to award an Agreement.
- s) The State may reject all proposals if deemed necessary.
- t) The proposals submitted, including costs, will become public when DWR has completed its evaluation and announces the responsible proposer who has been given the highest score.
- u) Proposing firms are cautioned not to rely on the State during the evaluation to discover and report all defects and errors in the proposal documents. Proposing firms should carefully proof read documents for errors and adherence to the RFP requirements prior to proposal submittal.
- v) Where applicable, the proposing firm should carefully examine the worksite and specifications. Proposing firm shall investigate the conditions, character, quality of surface, subsurface materials, or obstacles to be encountered. No additions to the Agreement amount will be made because of failure to thoroughly examine the worksite and specifications.
- w) More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. Reasonable grounds for believing that any proposing firm has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that proposing firm. If there is reason for believing that collusion exists among the proposing firm, none of the participants in such collusion will be considered in this or future procurements.

7. EVALUATION AND SELECTION PROCESS

- a. The State will put each proposal through a process of evaluation to determine the responsiveness of proposing firms to the State's needs. The final selection will be made on the basis of the highest scoring proposal meeting the specifications.
- b. Proposals containing false or misleading statements or providing references that do not support an attribute or condition claimed by the proposing firm may be rejected. If, in the opinion of the State, information was intended to mislead the State in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for rejection of the proposal.
- c. If there are tied proposals, DWR will draw straws to pick the winning proposing firm. The drawing will be witnessed and documented by two or more DWR employees.
- d. The evaluation process will consist of three phases.
 - i. In Phase One, proposals are reviewed to ensure that all documentation has been submitted in compliance with the requirements of this RFP. DWR will review all of the following documents to determine that each is enclosed and properly completed. Failure to meet these administrative requirements shall cause a proposal to be deemed non-responsive and therefore ineligible for the next step of the RFP evaluation process.
 1. Cost Proposal Worksheet (Attachment I)
 2. Proposal/Proposer Certification Sheet (Attachment II)
 3. References (Attachment III)
 4. Darfur Contracting Certification (Attachment IV)
 5. Bidder Declaration (DGS PD 05-105, Attachment VIII)
 6. California Civil Rights Laws (Attachment IX)
 7. Iran Contracting Act (Attachment X)
 8. Small Business Certification (when applicable)
 9. Completion of DVBE compliance documentation or Completion of DVBE Incentive documentation DWR 9526 (Attachment VI)
 - a) Bidder Certification of DVBE Participation-Page 2 of DWR 9526 (Attachment VI)
 - b) DVBE Declaration – DGS PD 843 (Attachment VII)
 - c) Bidder Declaration – DGS PD 05-105 (Attachment VIII)
 - d) DVBE Certification from DGS/OSDS
 - e) DWR SB/DVBE Program Manager's Notification of Compliance (*if obtained in advance*)
 10. Work Plan and Work Schedule/Technical Proposal
 11. Proof of registration with the Secretary of the U.S. Senate and Clerk of the U.S. House of Representatives
 12. Resumes for all personnel
 13. Proof showing Firm's office in the Washington D.C. area
 - ii. Phase Two will consist of an evaluation of the Work Plan and Work Schedule/Technical Proposal and Cost Proposal based on the criteria below.

Rating/Scoring Criteria	Maximum Possible Points
Proposing Firm's Minimum Qualifications	Pass / Fail
Proposing Firm's Approach to Tasks/Deliverables	700
Cost Evaluation	300
Total Possible Points	1000

Phase Two Technical evaluations will consist of three parts. Firms will be evaluated first based on their years of experience relevant to the Minimum Qualifications (see Table 1) and evaluated based on their approach to the Tasks/Deliverables outlined in the Scope of Work (see Table 2). Finally, firms will be evaluated based on their Cost Proposal.

Table 1: Phase 2 (Part A) Proposing Firm's Required Minimum Qualifications

Proposing Firm Minimum Qualifications		Mandatory Requirement	<u>Comments</u>
1	The Proposing Firm must have a minimum of five (5) years of proven experience in effectively working with federal agencies, Congressional members, committees and staff on projects, and issues related to flood management, flood management related multi-purpose infrastructure improvements, and environmental restoration.	Pass or Fail	
2	The Proposing Firm must provide reference of having thorough knowledge of existing California and federal flood management, natural resource, and environmental legislation.	Pass or Fail	
3	The Proposing Firm must be registered with the secretary of the United States (U.S.) Senate and the clerk of the U.S. House of Representatives to perform lobbying activities.	Pass or Fail	
4	The Proposing Firm must have a minimum of five (5) years of experience working with local flood control agencies, flood management organizations, and in building coalitions to pursue desired objectives.	Pass or Fail	
5	The Proposing Firm must have a minimum of five (5) years of experience building positive relationships and contacts with staff of congressional appropriations and with authorizing agency committees at United States Army Corps of Engineers or with a combination of one or more of the following agencies: Office of Management and Budget (OMB), Assistant Secretary of the Army (ASA), Federal Emergency Management Agency (FEMA), Department of Interior (DOI), Federal Energy Relicensing Committee (FERC) United States Fish and Wildlife Service (USFWS), United States Geological Survey (USGS), National Oceanic and Atmospheric Administration (NOAA), National Weather Service (NWS), Office of Oceanic and Atmospheric Research (OAR), and National Marine Fisheries Service (NMFS).	Pass or Fail	

6	The Proposing Firm must have an existing office in the Washington, D.C. metropolitan area.	Pass or Fail	
Proposing Firm's Minimum Qualifications Pass/Fail			

Table 2: Phase Two Proposing Firm's Approach to Tasks/Deliverables

Rating / Scoring Criteria		Maximum Points Possible	Points Awarded
1	Federal Funding Program – Extent of experience as demonstrated by the number and breadth of local or state water agencies or water industry organizations with which the firm has engaged; the duration of each of those engagements; and the level of achieved success as demonstrated by the number of policy objectives met, the extent to which those objectives were met, and by the amount of federal funding received as a result of the firm's efforts.	50	
2	Authorizations and Appropriations Requests – Examples of authorizations and appropriations firm have successfully developed and advocated resulting in legislation successfully implemented into law.	50	
3	Coalition Development – Demonstrates coalition development experience by the number of coalitions developed or engaged with, the number of new members brought into each coalition, the diversity of organizations brought within each coalition, and the level of achieved coalition success as demonstrated by the number of policy objectives met and the extent to which those objectives were met.	100	
4	Meeting Facilitation – Demonstrates successful track record of obtaining meetings with federal policymakers for clients and quality of briefing materials to federal agencies.	50	
5	Legislative Tracking and Analysis – Demonstration of clear, concise, and well-organized tracking systems, presentations, and written testimony to Congress.	50	
6	Understanding of California Water and Flood Management Issues – Expertise with California water and flood management issues as demonstrated by the firm's engagement with clients on California water and flood management issues, the relative complexity of the issues, how controversial the issues were, and the level of success achieved as demonstrated by the number of policy objectives that were met and the extent to which those objectives were met.	200	
7	Contractor's Key Personnel and Staffing – Demonstrates the firm's ability to fulfill the contract tasks and deliverables as outlined in Exhibit A, Scope of Work with the proposed hours and personnel identified in the Cost Proposal Worksheet.	100	
8	Conflict of Interest – Demonstrates firm's ability to mitigate potential conflicts	50	

	between DWR's objectives and those of other entities represented by the firm in advocacy efforts before the federal administration and Congress.		
9	Contactor's Overall Approach – Strength of firm's overall approach, methodology, functions, and activities that will be used to perform the tasks and deliverables outlined in Exhibit A, Scope of Work.	50	
Proposing Firm's Approach to Tasks/Deliverables Total Score		700	

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

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

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

$$\frac{\text{Lowest Firm's Total Cost} \times 300}{\text{Firm's Total Cost}} = \text{Firm's Cost Score}$$

Cost Score Sample

Firm	Total Cost Proposal	Calculation	Cost Proposal Score
A	\$175,000	$\frac{\$100,000 \text{ (Firm B)} \times 300}{\$175,000 \text{ (Firm A)}}$	171
B	\$100,000	$\frac{\$100,000 \text{ (Firm B)} \times 300}{\$100,000 \text{ (Firm B)}}$	300
C	\$150,000	$\frac{\$100,000 \text{ (Firm B)} \times 300}{\$150,000 \text{ (Firm C)}}$	200

- iii. In Phase Three, Small Business (SB) Preferences and DVBE Incentive calculations will be completed as necessary prior to contract award. The application of the SB Preference and DVBE Incentives may result in the displacement of a previously high scoring firm.
1. Proposing firms that are SB certified by DGS/OSDS may receive a five percent (5.0%) preference calculation. The SB Preference will be calculated by factoring five percent (5.0%) of the highest scored points and adding those points to that of the certified SB.

Example: High Score: 95 points
 SB Score: 91 points

95 x 0.05 SB preference = 4.75 points

SB Score: 91 points
 SB Points: 4.75 points
 95.75 points

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

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

The following example is based on 100 total possible points:

Confirmed DVBE Participation	Possible Points Calculation
5.0% and Over	5.0% X 100 = 5 Points
4.0% - 4.99% inclusive	4.0% x 100 = 4 Points
3.0% - 3.99% inclusive	3.0% x 100 = 3 Points
2.0% - 2.99% inclusive	2.0% x 100 = 2 Points
1.0% - 1.99% inclusive	1.0% x 100 = 1 Point

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

- b) A SB firm may be displaced by another firm achieving higher points as a result of the DVBE Incentive application.
- c) An Evaluation Committee shall conduct the scoring and review the results submitted.
- d) Only firms that are certified as an SB by DGS/OSDS, receive a five percent (5.0%) preference. The preference is applied by the Department before the contract is awarded.

3. DVBE Incentive Application – Allowable Incentive Amounts

- a) When the DVBE program is a required component of the solicitation, the minimum acceptable commitment level is three percent (3.0%). Incentive amounts applied begin at three percent (3.0%) and will not exceed five percent (5.0%).
- b) When the Department waives DVBE program compliance from a solicitation, a responding firm's DVBE participation is optional. Firms proposing DVBE participation are eligible to receive a DVBE incentive calculation from one (1) to five percent (5.0%). The incentive applied will be at the level of proposed DVBE commitment.

Example scale using high score method:

Available points example using sliding scale:

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

Confirmed DVBE Participation	Possible Points Calculation:
1.0% - 1.99% inclusive	1.0% X 1200 = 12
2.0% - 2.99% inclusive	2.0% X 1200 = 24
3.0% - 3.99% inclusive	3.0% X 1200 = 36
4.0% - 4.99% inclusive	4.0% X 1200 = 48
5.0% and Higher	5.0% X 1200 = 60

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

Example results using high score method:

Proposing Firm	A	B	C
Responsive/Responsible	Yes	Yes	Yes
Total Points	1050	1155	1125
Eligible Preference	SB	None	SB
SB Preference points achieved	57.75	0	57.75
Points Subtotal	1107.75	1155	1182.75
Rank	3	2	1
DVBE Participation	No (0%)	Yes (5.0%)	Yes (2.0%)
Incentive Points Applied	None	60	24
Adjusted Points	1107.75	1215	1206.75
New Rank	3	1	2

4. Order of Evaluation

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

8. TAX DELINQUENT STATUS VERIFICATION

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

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

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

Franchise Tax Board – Top 500 Delinquent Tax Payers

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

9. GENERATIVE ARTIFICIAL INTELLIGENCE (GEN AI) DISCLOSURE

- a. The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.
- b. Proposer / 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 Proposer / Offeror of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State.

- e. Government Code 11549.64 defines “Generative Artificial Intelligence (GenAI)” as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system’s training data.

10. NOTICE OF INTENT TO AWARD AND PROTEST

- a. A Notice of Intent to Award will be posted on Cal eProcure for five (5) business days. All proposing entities will be officially notified via Cal eProcure that the Notice of Intent to Award is posted.
- b. Public inspection of all proposals and score sheets will be allowed after the Notice of Intent to Award has been posted.
- c. Contracts shall be awarded only after a Notice of Intent to Award has been posted in a place accessible by the general public, including any internet site identified in this RFP, for five (5) business days.
- d. Prior to the award, a proposing firm who claims he/she would have been eligible for the award of the contract, may protest the proposed award if DWR had scored his or her proposal correctly or if DWR had correctly followed the procedures specified in the Public Contract Code.
- e. A protestant must meet the burden of proof that DWR has committed a material error in the conduct of the proposal award process.
- f. Within five business days of filing the protest, the protestant must submit a detailed written statement of protest if the original protest did not contain the complete grounds for the protest.
- g. Both the original protest and/or the detailed statement of protest, if any, must include the RFP number, the name of the State Agency involved, agency contact person, and protestant’s fax number, if any.
- h. The protest documents may be sent by regular mail, email, courier, or personal delivery to:

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

AND

Department of Water Resources
Contract Specialist Email Address: courtneymelissa.gray@water.ca.gov

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

11. DISPOSITION OF PROPOSALS

Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California and will be regarded as public records under the California Public Records Act (Government Code Section 7920 et seq.) and are subject to review by the public. The State cannot prevent the disclosure of public documents. However, the contents of all proposals, draft

proposals, correspondence, agenda, memoranda, working papers, or any other medium that discloses any aspect of a proposing firm's proposal, shall be held in the strictest confidence until the Notice of Intent to Award is posted. Proposals may be returned at the request and expense of the proposing firm.

D. Standard Conditions of Service

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

E. Payee Data Record

1. The Contractor awarded this Agreement must have completed and submitted form STD 204, Payee Data Record, to determine if the Contractor is subject to a seven percent (7.0%) State Income Tax withholding pursuant to California Revenue and Taxation Code Sections 18662, 18805, and 26131.
2. No payment shall be made unless the Payee Data Record form has been completed and returned to DWR.

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

The selected contractor awarded this Agreement must complete and submit the form DWR 9524a, Key Employee Policies and Guidelines Notice Acknowledgment, these policies and guidelines communicate expectations for contractors. Every contractor or subcontractor's 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 Programs

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 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 proposing firms 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.

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

2. SMALL BUSINESS PREFERENCE

The SB Preference provides certified SBs and MBs a calculation preference in the amount of five percent (5%) of the highest scored responsible and responsive proposal submitted by a proposing

firm who is not a certified SB. The SB Preference is used as a calculation for determining the highest score and does not affect the actual price proposed.

The awarding department grants a certified SB a five percent (5%) SB Preference on a proposal evaluation when a responsible NSB has submitted the highest scored, responsive proposal pursuant to the evaluation solicitation method identified in the proposal and the certified SB:

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

3. NON-SMALL BUSINESS PREFERENCE

The NSB Preference calculation may be applied when:

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

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

- a. The NSB firm has included in its bid a notification to the awarding department that it commits to subcontract at least twenty-five percent (25%) of its net bid price with one or more DGS/OSDS certified SBs; and
- b. The NSB firm has submitted a timely, responsive bid; and
- c. The NSB firm is determined to be a responsible proposer; and
- d. The NSB firm identifies DGS/OSDS certified SBs it commits to subcontract with 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 (25.0%) of its net proposal price with one or more OSDS certified SB(s).

4. NON-SMALL BUSINESS PREFERENCE CALCULATION

The NSB calculation preference five percent (5.0%) is used for bid evaluation purposes when there is at least one competing NSB subcontracting at least twenty-five percent (25.0%) of its net price proposed to one or more certified SBs, and award of the contract is made on the basis of the highest scored responsive, responsible bidder. The preference shall be computed as follows:

Firm A - High Score:	1250 Points – Not a certified small business firm
Firm B - Non-SB Proposal:	1195 Points – Prime firm includes 25% to certified SB subcontractor participation

Preference Calculation:	$1250 \times .05 (5\%) = 62.50$
-------------------------	---------------------------------

Firm B Non-SB Bidder Bid:	1195.00
Calculated preference	<u>+62.50</u>
	1257.50 points

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

5. TIES BETWEEN CERTIFIED SMALL BUSINESSES AND DVBE BUSINESSES

In the event of a precise tie between the proposal score of an SB and the proposal score of a DVBE, 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 proposal 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 (5.0%) calculation preference is used for computation purposes only and does not alter or affect the actual proposal price or the amount of the executed contract. When a certified SB is responsive, responsible, and the highest scored firm, there is no need to compute the SB Preference as the SB is already the highest scoring firm.

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:

- a. Is responsible for the execution of a distinct element of the work of the contract.
- b. Carries out contractual obligations 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 produces, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, and, if applicable, making payment
- 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.

8. PROPOSING FIRM 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 proposing firms are required to provide CUF documentation using Attachment VIII, Bidder Declaration form DGS PD 05-105, included in the solicitation document. When completing the declaration, proposing firms must identify all subcontractors proposed for participation in the contract. Any proposing firm awarded a contract is contractually obligated to use the subcontractor for the corresponding work defined unless the State agrees to a substitution.

H. Disabled Veteran Business Enterprise Program

Solicitation is Exempt from DVBE Program Participation

The Department of Water Resources has exempted DVBE Program requirements for this solicitation. However, for those firms voluntarily utilizing DVBE subcontractors, [California Code of Regulations \(CCR\) 1896.99.100](#), the California DVBE Incentive provides responsive/responsible firms the opportunity to receive additional incentive calculations which DWR has determined to be a minimum participation commitment of three percent (3.0%). The incentive is applied at the time of solicitation cost evaluation when a bidder has identified a California-certified DVBE subcontractor to provide services or commodities in support of the overall contract effort. Application of the DVBE Incentive *may not displace a certified small business low proposer*.

Please refer to the following forms for program documentation and 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)
4. DGS/OSDS Certification(s) for bidder and/or subcontractor(s). Proposer and/or subcontractors must be certified by DGS/OSDS to apply for DVBE incentive

DVBE Incentive is as follows:

DVBE Participation	Incentive Percentage (%)
5.0% or over	5.0%
4.0% to 4.99%	4.0%
3.0% to 3.99%	3.0%
2.0% to 2.99%	2.0%
1.0% to 1.99%	1.0%

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 proposing firm'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 submitting a proposal, take advantage of this opportunity to ensure they are fully compliant with DVBE Program participation requirements.

Proposing firms 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 proposing firm's DVBE documentation, the DWR SB/DVBE Program Manager issues a Notification of Compliance which the proposing firm will submit with their proposal submittal.

2. DVBE INCENTIVE PROGRAM FOR RFP SECONDARY

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

The following are key elements of the DVBE Incentive Program:

- a. The DVBE Incentive is applied during the evaluation process and is only applied to responsive proposals from responsible firms proposing the percentage(s) of DVBE participation for the incentive(s) specified in the solicitation.
- b. DVBE Incentive participation is at the discretion of the proposing firm and is *optional* when overall DVBE Program requirements are exempt by the Department for that solicitation.
- c. When requesting the DVBE Incentive application, proposing firms must complete and return the DVBE Incentive Application Request included within this solicitation with their proposal at time of submission.
- d. 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 not meeting CUF regulations will render the responding firm ineligible for the DVBE Incentive application.
- e. Proposing firm, if awarded the 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. COMMERCIALLY USEFUL FUNCTION FOR - 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. DVBE INCENTIVE APPLICATION BASED ON RFP SECONDARY HIGH SCORE METHOD

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

- a. Application of the Incentive is based on the High Score Method. The Incentives shall not exceed 5 percent (5.0%), nor be less than 1 percent (1.0%) of the total possible available points, not including points for socioeconomic incentives or preferences. (CCR 1896.99.120 (b))
- b. Incentive points are included in the sum of non-cost points.
- c. Incentive points cannot be used to achieve any applicable minimum point requirements
- d. Incentive points may be a “desirable” administrative requirement that awards points based on amounts of participation.

Refer to section C. Proposal Requirements and Information, item 7, Evaluation Process, for additional instructions and examples regarding application of the DVBE Incentive High Score Method.

5. 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

Proposing firms wishing to apply for the SB Preference, Non-SB 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 Proposal Key Action Dates page from the proposal 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 proposal submittal due date.

Proposing firms must notify the State in writing at the time of proposal 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>

PROPOSAL CHECKLIST

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

DOCUMENTS REQUIRED WITH SUBMISSION OF PROPOSAL

- ☐ Attachment I - Bid Sheet (*must be signed and include all pages*)
- ☐ Attachment II – Proposal/Proposing Firm Certification Sheet
- ☐ Attachment III – Proposing Firm 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
- ☐ Attachment X – Iran Contracting Act
- ☐ Work Plan and Work Schedule/Technical Proposal
- ☐ Proof of Registration with the Secretary of the U.S. Senate and the Clerk of the U.S. House of Representatives
- ☐ Resumes for all personnel
- ☐ Proof showing Firm's office in the Washington D.C. area

SMALL BUSINESS 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 PROGRAM

- ☐ 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*)

ADDITIONAL STATE MANDATED PREFERENCE PROGRAMS

Required only when the bidding firm claims following:

- ☐ Target Area Contract Preference Act (TACPA) (Std. 830)

DOCUMENTS REQUIRED UPON CONTRACTOR SELECTION

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

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

ATTACHMENT I COST PROPOSAL WORKSHEET

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

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

Table 1 - Federal Funding Program

Proposed Individual	Classification Level	Hourly Rate	# of Hours	Extended Cost
TOTAL 1				

Table 2 - Authorizations and Appropriations Requests

Proposed Individual	Classification Level	Hourly Rate	# of Hours	Extended Cost
TOTAL 2				

Table 3 - Coalition Development

Proposed Individual	Classification Level	Hourly Rate	# of Hours	Extended Cost
TOTAL 3				

Table 4 - Meeting Facilitation

Proposed Individual	Classification Level	Hourly Rate	# of Hours	Extended Cost
TOTAL 4				

Table 5 – Legislative Tracking and Analysis

Proposed Individual	Classification Level	Hourly Rate	# of Hours	Extended Cost
TOTAL 5				

Table 6 - Documentation

Proposed Individual	Classification Level	Hourly Rate	# of Hours	Extended Cost
TOTAL 6				

TABLE 1	
TABLE 2	
TABLE 3	
TABLE 4	
TABLE 5	
TABLE 6	
GRAND TOTAL (1-6)	

NO GUARANTEE OF WORK UNDER THIS CONTRACT.

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

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

Company Name

Printed Name and Title of Bidder

Signature of Bidder

Date

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

ATTACHMENT II PROPOSAL/PROPOSING FIRM CERTIFICATION SHEET

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

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

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

1. Company Name	2. Telephone Number ()	2a. Email
3. Address		
Indicate your organization type:		
4. ☐ 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. Proposing firm'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: _____ a. 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		

Completion Instructions for Proposal/Proposing firm Certification Sheet

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

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

**ATTACHMENT III
PROPOSING FIRM REFERENCES**

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

REFERENCE 1

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number ()

Dates of Service

Brief Description of Service Provided:

REFERENCE 2

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number ()

Dates of Service

Brief Description of Service Provided:

REFERENCE 3

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number ()

Dates of Service

Brief Description of Service Provided:

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

**ATTACHMENT IV
DARFUR CONTRACTING ACT CERTIFICATION**

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

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

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 V

State of California

DEPARTMENT OF WATER RESOURCES

California Natural Resources Agency

Generative Artificial Intelligence (GenAI) Disclosure

Bidder/Offendor Information		
Solicitation/Contract number		Bidder ID/Vendor ID (optional)
Business Name		Business Telephone Number
Address		City/State/Zip
Description of purchase or service		
Does the purchase or service include GenAI? ☐ Yes ☐ No (If no, skip to the signature section of the form.)		
GenAI Description		
1. What is the application and/or product name?		
2. What is the model and version of the product?		
3. What is the license tier of the GenAI product, if applicable (free, enterprise, platinum, etc.)?		
4. How is the GenAI solution delivered: IaaS, PaaS, SaaS, or will it be deployed on-premises?		
Approval		
By signing this document, I have identified and reported any GenAI use in the performance of this contract.		
Name	Signature	Date

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

- Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):
 - Identify current California certification(s) (MB, SB, NVSA, DVBE): _____ or None ☐
 - 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.

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

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

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 #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

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

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

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

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

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

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

- 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.
- 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. (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.

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.

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

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

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

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

OPTION #1 - CERTIFICATION

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

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

OPTION #2 – EXEMPTION

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

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

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

SAMPLE CONTRACT

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

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

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

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

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

CONTRACTING AGENCY ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EXHIBIT A SCOPE OF WORK

1. Introduction

Contractor agrees to provide to Department of Water Resources (DWR), Federal Governmental Relations Consultant services as described herein.

2. Location of Services

The services shall be performed in:

Washington D.C. metropolitan area

3. Contract Mangers

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

Department of Water Resources	Contractor Name
Name:	Name:
Phone:	Phone:
Email:	Email:

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

4. Contractor's Task and Responsibilities

The Contractor will provide information and advocacy to support authorizations and appropriations for projects and programs of interest to DWR. The DWR Contract Manager, working with its senior management, will prioritize and direct the Contractor's work to include the following tasks:

1. **Federal Funding Program:** Assist DWR with development of a federal funding program for a broad portfolio of flood management related water resources, environmental, and multi-benefit projects/programs. As part of this program, develop a federal engagement strategy including advocacy and communication with USACE Headquarters, Assistant Secretary of the Army, and other parts of the federal administration, e.g., Office of Management and Budget, Council on Environmental Quality, FEMA, Department of the Interior, NOAA, and others.
2. **Authorizations and Appropriations Requests:** Assist DWR with development and advocacy for authorizations and proposals such as reforms of the National Flood Insurance Program (NFIP) and Federal Emergency Management Agency's (FEMA) grant programs, for appropriations for inclusion in legislation (i.e. Water Resources Development Act (WRDA) and for appropriations bills for National Oceanic and Atmospheric Administration Office of Atmospheric Research (NOAA OAR) research efforts). Prepare, file and advocate for appropriation requests to Congressional committees.
3. **Coalition Development:** Work in coordination with local flood management agencies and floodplain managers to support authorization and appropriations proposals. Work in coordination with California local water agencies and other western state local water agencies to support NOAA research appropriations. Form and support coalitions of interested agencies or associations to advocate for authorizations and appropriations.
4. **Meeting Facilitation:** Coordinate meetings in Washington, D.C. with DWR, federal agencies, congressional offices, and coalition members or other stakeholders. Purposes of these

meetings include coalition building, briefing congressional or Executive Branch agencies, or seeking cost-sharing about funding, legislation, regulations, and policies related to federal funding and DWR programs, projects, and forecasting needs. Prepare meeting agendas, objectives, logistical information, fact sheets, talking points and related support material prior to federal engagements.

- a. Coordinate information and assist DWR in briefings and negotiations with Congressional Members and Committee staff, Congressional district staff, non-governmental organizations, and relevant consultants, such as working with USACE HQ on policy related issues/priorities and FEMA HQ to keep them informed of DWR's recommendations to improve NFIP and High Hazard Potential Dam Grant Program, or working with NOAA to encourage a western pilot project for improving S2S forecasting.
 - b. Prepare strategy or advocacy papers and correspondence, presentation materials, or written and oral testimony for Congressional committees, members of Congress, Congressional staff, and federal officials.
 - c. Assist DWR in briefings and negotiations with federal agencies
 - d. Ensure compliance with federal and State reporting requirements concerning federal lobbying activities.
5. Legislative Tracking and Analysis: Monitor and analyze existing and proposed legislation that impacts DWR and the State. Provide periodic updates regarding proposed modifications to federal legislation, regulations, and policies related to DWR programs and projects.
6. Documentation: Provide documentation of DWR's federal advocacy efforts when directed.

5. Contractors Deliverables

1. Within an agreed upon time period following execution of a contract for services and at the direction of, and in a form satisfactory to, DWR's Contract Manager, the Contractor will prepare a preliminary work program including tasks to be performed during the first State fiscal year of the contract and an associated budget.
2. Prior to the end of each State fiscal year, the Contractor will similarly prepare a preliminary proposal for activities to be performed during the following fiscal year.
3. Contractor will prepare brief quarterly reports describing all activities performed under this agreement. The memos must include a brief description of Contractor's activities performed for DWR during that quarter, including the names of all individuals and agencies contacted on DWR's behalf.
4. The Contractor will provide reports as needed to inform DWR of issues that require strategic direction or decision making.

6. Disbursements

Disbursements to the Contractor will be made on the basis of services rendered and costs incurred to date, in accordance with an approved work program and associated budget. Invoices must be submitted no more frequently than monthly in arrears. No retainer fee will be provided by DWR.

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

A. INVOICING AND PAYMENT

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

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

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

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

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

B. BUDGET CONTINGENCY CLAUSE

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

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

C. PROMPT PAYMENT CLAUSE

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

**EXHIBIT C
GENERAL TERMS AND CONDITIONS**

This is a placeholder page.

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

Courtney Gray
(916) 902-6090

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

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

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

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

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

Contract # [REDACTED]
Exhibit D
Page 3 of 3

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

b. Penalty for Violation:

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

c. Members of Boards and Commissions:

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

d. Representational Conflicts of Interest:

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

e. Financial Interest in Contracts:

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

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

f. Prohibition for Consulting Services Contracts:

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

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

EXHIBIT D, ATTACHMENT 1

State of California

DEPARTMENT OF WATER RESOURCES

California Natural Resources Agency

Contract #
Exhibit , Attachment
Page 1 of 2

RECYCLED CONTENT CERTIFICATION

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

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

COMPANY: _____

PERSON COMPLETING FORM: _____

DATE: _____

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

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

Contract #
Exhibit , Attachment
Page 2 of 2

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

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

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

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

For additional information visit State Agency Buy Recycled Campaign

Description Product Categories	Minimum Content Requirement
Paper Products – Recycled	30 percent postconsumer fiber, by fiber weight
Printing and Writing – Recycled	30 percent postconsumer fiber, by fiber weight
Compost, Co-compost, and Mulch – Recycled	80 percent recovered materials i.e., material that would otherwise be normally disposed of in a landfill
Glass – Recycled	10 percent postconsumer, by weight
Re-refined Lubricating Oil – Recycled	70 percent re-refined base oil
Plastic – Recycled	10 percent postconsumer, by weight
Printer or duplication cartridges	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. COPYRIGHT

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

2. EVALUATION OF CONTRACTOR FOR CONSULTANT AGREEMENTS

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

3. 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 ensured 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** - By signing this Agreement, the Contractor certifies that the Contractor and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.
- iv. **Errors and Omissions/Professional Liability** – Contractors will maintain errors and omissions/professional liability insurance with limits no less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.

1. If Policy is written on a claims-made basis provide the following:

- a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
- c. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of **five (5) years** after completion of work.

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

Department of Water Resources
Division of Flood Planning & Improvements
Attn: Contract Manager
715 P Street
Sacramento, California 95814

4. POLITICAL REFORM ACT

The Contractor shall comply with the language stated in the Standard Contract Provisions Concerning the Political Reform Act, Exhibit E, Attachment 1. Contractor shall file a Statement of Economic Interests (Fair Political Practices Commission Form 700) upon assuming office, annually, and within 30 days after leaving office.

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 SB participation, then Contractor upon contract close out or completion must report to the awarding department the actual percentage of SB participation that was achieved. (([Government Code § 14841](#))

Contractor's certification of payments must be made using DWR Form 9683 "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 Download Form with Completion Instructions

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

c. Std. 817 – Filing Instructions

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

1. Option #1. Email electronic signed versions of the Std. 817 to: SB.DVBE@water.ca.gov 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
STANDARD CONTRACT PROVISIONS REGARDING
POLITICAL REFORM ACT COMPLIANCE**

1 POLITICAL REFORM ACT REQUIREMENTS:

- a. **Form 700 Disclosure:** The Department of Water Resources (DWR) considers that the Contractor, subcontractor(s), and/or their key staff may be a consultant, i.e., a public official, within the meaning of the Political Reform Act, specifically Government Code §82048 and Title 2, California Code of Regulations §18700.3. Accordingly, as specified by DWR, such persons shall complete and submit to the DWR Personnel Officer a Form 700, Statement of Economic Interests, within 30 days of the earlier of the date work commences or the effective date of this agreement, updated both annually and when changes in key staff or duties occur. The financial interests disclosed shall be for Disclosure Category 1. Contractors may access the Form 700 on the Fair Political Practices Commission website at www.fppc.ca.gov. Any questions regarding completion of the Form 700 should be addressed to the FPPC at its website or at (866) 275-3772 (866/ASK-FPPC). A leaving office statement must also be filed upon completion of all contract assignments.
- b. **Financial Conflict of Interest Prohibition:** Contractor must review the Form 700s filed by its key staff and subcontractors and determine whether, in the light of the interests disclosed, performance under the contract could violate Government Code §87100. Contractor shall notify DWR immediately of any potentially disqualifying conflict of interest. Government Code §87100 provides:

“No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest.”
- c. **Consequences of Failure to Comply with Political Reform Act Requirements:** Any one of the following shall constitute a breach of this Contract and shall be grounds for immediate termination of this Contract:
 - (1) Failure to complete and submit all required Form 700s within the filing period described in paragraph A above, or respond to any request from the DWR Filing Officer for additional information regarding any such Form 700s;
 - (2) Failure to notify DWR of a potentially disqualifying conflict of interest;
 - (3) The determination by DWR or the Contractor that any individual, who is a contractor, subcontractor, and/or a key member of their staff, has a financial interest that could result in a violation of Government Code §87100 provided, however, that DWR may opt to waive such breach if Contractor replaces any such individual within two working days after a determination of such financial interest.

EXHIBIT E, ATTACHMENT 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. 46000XXXXX between Contractor and the California Department of Water Resources. I hereby agree to be bound by those terms and restrictions. I understand that all Confidential and Sensitive Information, as defined in the Protection of Confidential and Sensitive Information, and any notes or other memoranda, or any other form of information, electronic or otherwise that copies or discloses Confidential Information, shall not be disclosed to anyone other than in accordance with Exhibit E, Attachment 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