

DEPARTMENT OF WATER RESOURCES

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



INVITATION FOR BID

Notice to Prospective Bidders

June 16, 2026

You are invited to review and respond to this Invitation for Bid (IFB) number 10218721 for Unarmed Security Services. The anticipated term of this agreement is one (1) year. In submitting your bid, you must comply with these instructions.

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

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

If you do not have Internet access, a hard copy can be provided by contacting the person listed below. The CCC package contains clauses and conditions that may apply to your Agreement and to anyone doing business with the State. The Certification will be kept on file in a central location. Inquiries regarding the processing of this bid should be referred to Mao Yang at (209) 833-2070. 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,

Mao Yang, Contract Coordinator

Attachment(s)

TABLE OF CONTENTS

	Page
Purpose and Description of Services	4
Bidder Minimum Qualifications	4
Bid Requirements and Information	4
Bid Key Action Dates	4
Mandatory Pre-Bid Conference	5
Submission of Bid	5
Evaluation and Selection Process	7
Tax Delinquent Status Verification	7
Generative Artificial Intelligence (GenAI) Disclosure	8
Award and Protest	8
Disposition of Bids	9
Standard Conditions of Service	9
Payee Data Record (Std. 204)	9
Key Employee Policies and Guidelines Notice Acknowledgment (Consultants and Contractors) (DWR 9524a)	9
Small Business Preference Program	10
Disabled Veteran Business Enterprise Program	12
Pending Small Business or Disabled Veteran Business Enterprise Certification Application	14
Bid Checklist	15
Attachment I – Bid Sheet	16
Attachment II – Bid/Bidder Certification Sheet	18
Completion Instructions for Bid/Bidder Certification Sheet	19
Attachment III – Bidder References	20
Attachment IV – Darfur Contracting Act Certification	21
Attachment V – Generative Artificial Intelligence (GenAI) Disclosure (DWR 9834)	22
Attachment VI – Bidder Certification of DVBE Participation (DWR 9526)	23
Attachment VII – DVBE Declarations (DGS PD 843)	24
Attachment VIII – Bidder Declaration (DGS PD 05-105)	25
Attachment IX – California Civil Rights Laws Attachment	26
Attachment X – Iran Contracting Act	27
Sample Contract – Standard Agreement (Std. 213)	28
Exhibit A – Scope of Work	29
Attachment 1 – Map	38
Attachment 2 – Security Performance Survey	46
Attachment 3 – Quality Assurance Program	47
Attachment 4 – Quarterly Performance Review	50

Exhibit B – Budget Detail and Payment Provisions - Private Entities	51
Attachment 1 – Bid Sheet Placeholder	52
Exhibit C – General Terms and Conditions	53
Exhibit D – Special Terms and Conditions for Department of Water Resources – Over \$10,000 Standard Payable (DWR 9544)	54
Attachment 1 – Recycled Content Certification Form (DWR 9557)	57
Exhibit E – Additional Provisions	59
Attachment 1 – Small Business Subcontractor Payment Certification (DWR 9683)	65

A. Purpose and Description of Services

The Contractor will provide unarmed security services to the Department of Water Resources, Delta Field Division.

B. Bidder Minimum Qualifications

1. The Department has determined that Bidders responding to this solicitation must comply with Disabled Veteran Business Enterprise (DVBE) Program participation requirements, which is a minimum of three percent (3.0%) commitment. Bidders must complete and submit the following forms: Attachment VI, Bidder Certification of DVBE Participation (DWR 9526), Attachment VII, DVBE Declaration (DGS PD 843); Attachment VIII, Bidder Declaration (DGS PD 05-105) and DVBE bidder's and/or subcontractor(s)' Department of General Services Office of Small Business and Disabled Veteran Business Enterprise Services (DGS/OSDS) certification(s). **Failure to fulfill the DVBE requirement will render your bid non-responsive and shall be cause for bid rejection.**
2. The Contractor must possess a current, valid Private Patrol Operator (PPO) license issued by the California Department of Consumer Affairs, Bureau of Security and Investigative Services.
3. The Contractor's staff must be registered as a Security Guard with the California Department of Consumer Affairs, Bureau of Security and Investigative Services.
4. The Contractor and the Contractor's staff will have a valid California Driver's License issued by the Department of Motor Vehicles and will carry it in their possession while on duty.

C. Bid Requirements and Information

1. BID KEY ACTION DATES

All bidders must adhere to the following time schedule.

IFB available to prospective bidders on	June 24, 2026
Mandatory Pre-bid Conference to be held on	July 8, 2026, at 9:20 AM
Mandatory Pre-bid Conference doors close at	July 8, 2026, at 9:30 AM
No bidder will be allowed into the conference once doors close.	
Bids must be received by	July 23, 2026, by 2:30 PM
Bid opening to be held on	July 24, 2026, at 1:00 PM
Anticipated start date of agreement is	January 1, 2027

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

Department of Water Resources
Delta Field Division
5280 Bruns Road
Byron, CA 94514

2. LOCATION WHERE WORK WILL BE PERFORMED:

Department of Water Resources
Various locations/facilities within Delta Field Division's jurisdiction
See Exhibit A, Attachment 1 - Maps

3. MANDATORY PRE-BID CONFERENCE

- a. Contractors *must* attend the mandatory pre-bid conference in order to have their bid accepted. The mandatory pre-bid conference will be held at:

Department of Water Resources
Administrative Building
Delta Field Division
5280 Bruns Road
Byron, CA 94514

- b. Substantive questions regarding bidding and contracting requirements will be addressed at the pre-bid conference only. No questions with regards to requirements and provisions detailed in the Scope of Work will be addressed before or after the conference.
- c. The pre-bid conference will be the sole forum for addressing questions regarding bid and contract requirements. If appropriate, DWR may issue an Addendum to this IFB as a result of items discussed at the pre-bid conference.
- d. Prospective bidders attending this pre-bid conference will receive information regarding the bid. In the event a prospective bidder is unable to attend a mandatory pre-bid conference, an authorized representative may attend on the prospective bidder's behalf. The representative may sign in for only *one* company. If this is not an option available to you, please contact the State for possible alternative accommodations.
- e. If a prospective bidder needs assistance because of physical impairment, reasonable accommodation will be provided by DWR if requested. To request reasonable accommodation, please call Mao Yang at (209) 833-2070 no later than 3:00 p.m. on the fifth business day prior to the scheduled date of the pre-bid conference.

4. SUBMISSION OF BID

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

Department of Water Resources
Delta Field Division
Attn: Mao Yang
5280 Bruns Road
Byron, CA 94514

- ii. Bids submitted by hand delivery, must be given to Contract Specialist Mao Yang on or before the bid due date and time. Please coordinate a day and time via phone (209) 833-2070 or e-mail mao.yang@water.ca.gov .
- iii. Bids submitted by UPS, express mail, or Federal Express must be addressed to:

Department of Water Resources
Delta Field Division
Attn: Mao Yang
5280 Bruns Road
Byron, CA 94514

- b. All bids must include original signatures on the following documents: Bid/Bidder Certification Sheet and any other documents specified in the Bid Checklist.
- c. Bids not including the documents identified in the Bid Checklist shall be deemed non-responsive and will be rejected.
- d. All bids are to be sent to DWR within the time frame indicated in the Time Schedule. Bids received after the due date and time will be returned unopened to the prospective bidder.
- e. All bids must be submitted under sealed cover. The sealed cover must be plainly marked with the IFB title and number, must show your firm's name and address, and must be marked with "DO NOT OPEN."
- f. Bids not submitted under sealed cover will be rejected. A minimum of two signed bids must be submitted. One bid must be submitted in hardcopy. One bid must be submitted in an electronic format (Word and/or PDF File) on a USB Drive. Both bids must be signed and submitted in the same envelope. USB Drives can be returned at the request of the bidder once the solicitation is concluded.
- g. Bids must be submitted for the entire service described within the Scope of Work. Deviations from the specifications will not be considered and will be cause for rejection of the bid.
- h. The State does not accept alternate language from a bidder. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- i. A bid may be rejected if conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may waive any immaterial deviation in a bid. The State's waiver of immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with the objectives if awarded the Agreement. The State may reject all bids if deemed necessary.
- j. Costs for developing bids and preparation of award of the Agreement are entirely the responsibility of the bidder and shall not be chargeable to the State.
- k. This IFB must be signed by an individual who is authorized to bind the bidding firm contractually. The signature must indicate the title or position that the individual holds in the firm. An unsigned bid will be rejected.
- l. A bidder may modify a bid after its submission by withdrawal and resubmission before the bid due date. Modification of a bid offered in any other manner, oral or written, will not be considered.
- m. A bidder may withdraw their bid by submitting a written request to the State for its withdrawal, signed by the bidder or an agent authorized in accordance with Paragraph I above. A bidder may thereafter submit a new bid before the bid submission deadline. Bids may not be withdrawn after the bid due date. Bids received after the due date and time will be returned unopened to the prospective bidder.
- n. DWR may modify the IFB prior to the date fixed for submission of bids by the issuance of an Addendum to all parties who received a bid package.
- o. If all bids are too high, DWR is not required to award an Agreement.

- p. Bids are public upon bid opening.
- q. Bidders are cautioned not to rely on the State during the evaluation to discover and report all defects and errors in the bid documents. Bidders should carefully proofread documents for errors and adherence to the IFB requirements prior to bid submittal.
- r. Where applicable, the bidder should carefully examine the worksite and specifications. Bidder shall investigate the conditions, character, quality of surface, subsurface materials, or obstacles to be encountered. No additions to the Agreement amount will be made because of failure to thoroughly examine the worksite and specifications.

5. EVALUATION AND SELECTION PROCESS

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

6. TAX DELINQUENT STATUS VERIFICATION

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

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

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

Franchise Tax Board – Top 500 Delinquent Tax Payers

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

7. GENERATIVE ARTIFICIAL INTELLIGENCE (GEN AI) DISCLOSURE

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

8. AWARD AND PROTEST

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

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

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

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

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

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

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

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

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

AND

Department of Water Resources
Contract Specialist Email Address: mao.yang@water.ca.gov

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

9. DISPOSITION OF BIDS

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

D. Standard Conditions of Service

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

E. Payee Data Record

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

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

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

G. Small Business Preference Program

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

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

2. SMALL BUSINESS PREFERENCE

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

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

3. NON-SMALL BUSINESS PREFERENCE

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

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

4. NON-SMALL BUSINESS PREFERENCE CALCULATION

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

Bidder A, (Low Bid), non-small business:	\$125,000
Bidder B, non-small business (subcontracting 25% to a certified small business)	\$131,000

Calculation Preference: $\$125,000 \times .05 = \$6,250$

Bidder B	\$131,000
Subtract calculated preference	- <u>\$6,250</u>
Adjusted Bid for Bidder B	\$124,750

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

5. TIES BETWEEN CERTIFIED SMALL BUSINESSES AND DVBE BUSINESSES

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

6. MAXIMUM ALLOWABLE PREFERENCES

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

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

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

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

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

8. BIDDER CUF REQUIREMENTS

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

H. Disabled Veteran Business Enterprise Program

DVBE Program Participation is Required for Solicitation

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

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

DVBE Incentive is as follows:

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

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

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

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

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

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

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

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

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

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

2. DVBE INCENTIVE PROGRAM

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

The following are key elements of the DVBE Incentive Program:

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

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

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

- a. Is responsible for the execution of a distinct element of the work of the contract;
- b. Carries out the obligation by actually performing, managing, or supervising the work involved;

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

4. ORDER OF EVALUATION

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

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

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

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

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

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

BID CHECKLIST

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

DOCUMENTS REQUIRED WITH SUBMISSION OF BID

- ☐ Attachment I – Bid Sheet (*must be signed and include all pages*)
- ☐ Attachment II – Bid/Bidder Certification Sheet
- ☐ Attachment III – Bidder References
- ☐ Attachment IV – Darfur Contracting Act Certification
- ☐ Attachment V – GenAI Disclosure (DWR 9834)
- ☐ Attachment VIII, Bidder Declaration (DGS PD 05-105) – include all subcontracting information for entire bid on this one form also indicate if you are not subcontracting services.
- ☐ Attachment IX – California Civil Rights Laws Attachment
- ☐ Attachment X – Iran Contracting Act
- ☐ Copy of current, valid Private Patrol Operator (PPO) license issued by the California Department of Consumer Affairs, Bureau of Security and Investigative Services for Contractor and any subcontractors
- ☐ Copy of current, valid Bureau of Security and Investigative Services License issued by the California Department of Consumer Affairs for each employee providing services
- ☐ Copy of current, valid California Driver's License issued by the Department of Motor Vehicles for each employee providing services

SMALL BUSINESS PREFERENCE PROGRAM

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

DVBE PARTICIPATION PROGRAMS

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

DOCUMENTS REQUIRED UPON CONTRACTOR SELECTION/BID AWARD

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

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

ATTACHMENT I BID SHEET

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

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

* OT = overtime

Title	Shift	# of Hours	# of Staff	Weekly Hours	x	Hourly Rate	x	Weeks per Year	Total per Year
SG1 Main Gate	Monday - Friday (Day)	8	1	40	x	\$	x	52	\$
SG1 Main Gate	Monday - Friday (Day - Overtime)	4 *	1	20	x	\$	x	52	\$
SG1 Fish Facility	Monday - Friday (Day)	8	1	40	x	\$	x	52	\$
SG1 Fish Facility	Monday - Friday (Day - Overtime)	4 *	1	20	x	\$	x	52	\$
SG1 Patrol	Sunday - Saturday (Day)	8	4	224	x	\$	x	52	\$
SG1 Patrol	Sunday - Saturday (Day - Overtime)	4 *	4	112	x	\$	x	52	\$
SG1 Patrol	Sunday - Saturday (Night)	8	4	224	x	\$	x	52	\$
SG1 Patrol	Sunday - Saturday (Night - Overtime)	4 *	4	112	x	\$	x	52	\$

Subtotal (A): \$

SGS	Monday - Friday (Day)	8	1	40	x	\$	x	52	\$
SGS	Monday - Friday (Day - Overtime)	4 *	1	20	x	\$	x	52	\$

Subtotal (B): \$

Vehicle Rental Rate (per year)

(C) \$

Vehicle rental rate will include all cost of fuel, lease and/or rental, and toll charges for three (3) vehicles.

Grand Total: \$

(Sum of subtotal A, B, and C)

Note: Please sign bid sheet on the following page.

NO GUARANTEE OF WORK UNDER THIS CONTRACT.

In the event of computational error, unit prices will prevail over extended totals. The State will check bid calculations and recalculate bid totals.

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
BID/BIDDER CERTIFICATION SHEET**

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

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

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

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

Completion Instructions for Bid/Bidder Certification Sheet

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

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

**ATTACHMENT III
BIDDER REFERENCES**

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

REFERENCE 1

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number ()

Dates of Service

Brief Description of Service Provided:

REFERENCE 2

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number ()

Dates of Service

Brief Description of Service Provided:

REFERENCE 3

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number ()

Dates of Service

Brief Description of Service Provided:

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

**ATTACHMENT IV
DARFUR CONTRACTING ACT CERTIFICATION**

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

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

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

OR

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

OR

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

CERTIFICATION

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

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

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

ATTACHMENT V

State of California

DEPARTMENT OF WATER RESOURCES

California Natural Resources Agency

Generative Artificial Intelligence (GenAI) Disclosure

Bidder/Offeree 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

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

a. Identify current California certification(s) (MB, SB, NVSA, DVBE): _____ or None ☐

b. Will subcontractors be used for this contract? Yes ☐ No ☐ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

c. If you are a California certified DVBE: (1) Are you a broker or agent? Yes ☐ No ☐
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes ☐ No ☐ N/A ☐

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

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.

(1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No." The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If not bidding rental equipment, mark "N/A" for "not applicable."

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ____ of ____" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page ____ of ____" accordingly.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprsource.pd.dgs.ca.gov).

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "N/A" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "Yes" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "No" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page ____ of ____" accordingly.

ATTACHMENT IX

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

DEPARTMENT OF GENERAL SERVICES
OFFICE OF LEGAL SERVICES

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

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

CERTIFICATION

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

Proposer/Bidder Firm Name (Printed)

Federal ID Number

By (Authorized Signature)

Printed Name and Title of Person Signing

Executed in the County of

Executed in the State of

Date Executed

**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. The Contractor agrees to provide to the Department of Water Resources (DWR), Delta Field Division (DFD), unarmed security guard services as described herein.

2. The services shall be performed at:

Jurisdictional areas within Delta Field Division
See Exhibit A, Attachment 1, Map

3. The Contract Managers during the terms of this agreement will be:

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

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

4. The Contractor will furnish one (1) Site Guard Supervisor (SGS) and eleven (11) Security Guard 1 (SG1) at the beginning of this contract. All guards must be unarmed, uniformed, and will provide services in the jurisdictional areas of the Department of Water Resources, Delta Field Division. The field division's headquarters and Operations and Maintenance center (O&M) is located at 5280 Bruns Road, Byron, California 94514.

5. The SGS, in addition to all other duties, will perform all scheduling and relief activities of the SG1 and will see that the SG1s adhere to all uniform and appearance codes. Reasonable accommodations for medical or religious reasons will be individually reviewed provided safety is not compromised.

A. Uniforms: Uniforms must be clean, laundered, pressed, and free of tears. Uniforms must be properly fitted to allow free range of movements. Guards must wear clean, closed toe shoes that are slip resistant. Belts should be clean and securely fastened.

B. Appearance: Guards must maintain good personal hygiene and a clean, neat appearance while on duty. Only post type jewelry, rings, wristwatch, and medical or identification bracelets may be worn while on duty. Visible tattoos must be fully concealed with skin-tone patches or long sleeve.

6. The Contractor must provide continuous, adequate supervision of all security guards throughout the duration of each assigned shift, ensuring strict adherence to the following standards:

A. Personnel Management: Maintaining required staffing levels and ensuring all security guards arrive punctually, professionally attired, and prepared for duty.

B. Operational Oversight: verifying patrol completion, ensuring the thorough implementation of DFD Post Orders, and observing the work habits and overall performance of all personnel.

C. Quality Assurance: Proactively identifying and remediate performance issues or irregularities prior to notification by the Field Division Security Coordinator and delivering consistently clean and accurate reports.

D. Compliance and Certification: Maintaining up-to-date documentation for all personnel, including verified training records and current guard card certifications.

7. The Contractor will participate in the DWR Contractor Performance Evaluation Program (CPEP). CPEP is designed to measure and report key performance indicators (KPI) that have been established between DWR and the Contractor. The method of evaluating performance will be through random inspections, monthly supplier performance surveys (SPS), and quarterly performance review (QPR).
 - A. Inspections: the Contractor will monitor the quality of the security services by performing scheduled and unscheduled on-site inspections. The Contractor will confer with the Field Division Security Coordinator (FDSC) regarding deficiencies in the delivery of services, review of incident reports, discussion of improvement of services and safety procedures, and potential cost savings. The FDSC will determine the minimum number of inspections that are required per week. The inspection form will be designed and approved by the FDSC.
 - B. Supplier Performance Survey (SPS): A monthly SPS will be completed by the FDSC to review performance considered acceptable as well as substandard performances in need of correction. Substandard performance must be addressed and corrected in accordance with the survey instructions. See Exhibit A, Attachment 2. The evaluation categories on the monthly SPS are:
 - i. Invoice Accuracy and Timeliness
 - ii. Security Guard Performance
 - iii. Management Communication and Issue Resolution
 - iv. Contract Compliance Assessment
 - C. Quarterly Performance Review (QPR): A formal quarterly presentation facilitated by the security consultant is designed to review performance during the previous quarter. The performance will be measured using DWR established KPIs. The intent of the QPR s to address issues of poor performance and to recognize improvements. The following pertain to the QPR:
 - i. Data will be collected throughout the quarter by the Contractor and the FDSC.
 - ii. The QPR will be conducted at a location TBD by the FDSC. It will be conducted no later than three weeks following the end of the quarter.
 - iii. The Security Consultant will collect and analyze the data then present it for the Division to the DWR management during the QPR meeting. Data will be collected through verbal input, written evidence of performance, formal letters/reports, the monthly SPS, random inspections, and internal data maintained by the Contractor, among other sources.
 - iv. The format for the PowerPoint presentation and other required content for the QPR will be provided by the Contractor.
 - v. KPI's have been grouped into clearly defined categories with established definitions and performance standards.
 - vi. Each category will have clear performance scoring methodologies and result in a score for the category. Category scores will have an "Acceptable", "Marginal", or "Unacceptable" result for each categories. See Exhibit A, Attachment 3. The QPR KPIs will include the following:
 1. Financial Performance
 - a. Invoice Accuracy
 - b. Invoice Timeliness

2. Security Guard Performance
 - a. Prohibited Activities Observed
 - b. Uniform and Grooming
 - c. Adherence to Post Orders and Instructions
 - d. Incident Reporting and Notification Procedures
3. Management Communication/Issue Resolution
 - a. The Contractor is responsive to issues and responds in a timely manner with proposed solutions to problems encountered.
 - b. The Contractor maintains established expectations from the CM.
4. Contract Compliance
 - a. Post Inspections
 - b. Dark Posts (Unfilled shifts required by the agreement)
 - c. Security Guard Licensing/Training
 - d. Security Guard Replacement
5. Bonus Category
 - a. Outstanding Performance or "Value Added" contribution by the Contractor.

- vii. Scores from the QPR will feed into a Quarterly Contract Performance Scorecard resulting in a final quarterly score. See Exhibit A, Attachment 4.
- viii. Poor performance scores, those in the "Needs Improvement" or "Unacceptable" range, is required to have a Performance Improvement Plan (PIP). The PIP is developed by the Contractor and will address all deficiencies and outline a plan for correction.
- ix. The PIP will be completed and provided to the FDSC within seven (7) days after the QPR presentation.
- x. If the deficiencies are not resolved by the following QPR, a determination of Contractor's inability to meet contract requirements may lead to termination of services.
- xi. The KPIs will be evaluated at least annually by the Contractor and the designated DWR Representative to determine continued applicability and relevance.
- xii. The format and content of the presentation will be provided by the Security Consultant and FDSC.
- xiii. A copy of the KPI, points, and sample scoring can be found on Exhibit A, Attachment 3.

8. Shifts and Locations

- A. The areas patrolled and/or manned are located in Alameda, Contra Costa, Stanislaus, San Joaquin, Santa Clara, and Solano counties.
 - i. California Aqueduct from Banks Pumping Plant (BAPP) outlet structures to Davis Road, Downstream of Check 8
 - ii. Delta O&M Center
 - iii. Skinner Fish Facility
 - iv. Clifton Court Forebay
 - v. Bethany Reservoir
 - vi. South Bay Pumping Plant
 - vii. South Bay Aqueduct
 - viii. Del Valle Pumping Plant and Dam

- ix. North Bay Maintenance Sub-Center
- x. Cordelia Pumping Plant
- xi. Travis Tank
- xii. Barker Slough Pumping Plant
- xiii. Montezuma Slough
- xiv. Roaring River Facility
- xv. Security Operations Center (SOC)

9. Patrol shifts are established as follows:

<u>Shift</u>	<u>Working Days</u>						
Shift 1 – 0600 hours to 1800 hours	*	Mon.	Tues.	Wed.	Thur.	Fri.	*
Shift 2 – 1800 hours to 0600 hours	Sun.	Mon.	Tues.	Wed.	Thur.	Fri.	Sat.
Shift 3 – 0600 hours to 1800 hours	Sun.	Mon.	Tues.	Wed.	Thur.	Fri.	Sat.
Shift 4 – 0600 hours to 1800 hours	*	Mon.	Tues.	Wed.	Thur.	Fri.	*
<u>Security Operations Center (SOC)</u>							
Shift 5 – 0600 hours to 1800 hours	Sun.	Mon.	Tues.	Wed.	Thur.	Fri.	Sat.
Shift 6 – 1800 hours to 0600 hours	Sun.	Mon.	Tues.	Wed.	Thur.	Fri.	Sat.

* There are no scheduled patrol shifts on these days.
Shifts may be adjusted as necessary.

10. Shift Duties:

- A. Shift 1 – 0600 hours to 1800 hours, Monday through Friday, five (5) days per week, stationed at Delta O&M Center, Main Entrance Gate:
 - i. SG1/SGS – Ensures DWR personnel identification cards are swiped at readers, ensuring no entry without proper identification. Immediate notification of unauthorized entries will be made to the Field Division Security Coordinator (FDSC) or Area Control Center (ACC).
 - ii. Check vendors and visitors sign in by completing the registration sheet provided.
 - iii. Contact appropriate field division staff for escort when vendors and visitors arrive.
- B. Shift 2 – 1800 hours to 0600 hours, Sunday through Saturday, seven (7) days per week:
 - i. SG1 – Patrol:
 - Delta O&M Center, BAPP, Skinner Fish Facility, Clifton Court Forebay, BAPP Headworks to Bethany Reservoir, California Aqueduct CK01 to CK08 to Davis Road.
 - South Bay Aqueduct Facilities: South Bay Pumping Plant, South Bay Aqueduct, Del Valle Pumping Plant, and Del Valle Dam.
 - North Bay Aqueduct Facilities: North Bay Maintenance Sub-Center, Cordelia Pumping Plant, Travis Tank, Barker Slough Pumping Plant, Montezuma Slough, and Roaring River facilities.
 - ii. Inspect check structure(s), control buildings, grounds, all access points, doors, and gates are securely locked, and door entry alarm systems are intact. Report to ACC and SOC at each facility.
 - iii. Inspect all entry gates on any primary and secondary roads to ensure they are closed and locked. Check fence line and report damage or abnormal conditions to SOC.

- iv. Check that all buildings and State vehicles are securely locked. Keys found must be returned to SGS. All findings will be reported on Daily Activity Report (DAR), SGS will immediately return keys and report to FDSC.
 - v. Advise trespassers to leave restricted areas.
 - vi. Report any unusual and unsafe conditions to the SOC and FDSC.
 - vii. Report to Main Entrance Gate no later than 0500 hours for Shift 1 duties, until relieved.
- C. Shift 3 – 0600 hours to 1800 hours, Sunday through Saturday, seven (7) days per week:
- i. SG1 – Patrol:
Delta O&M Center, BAPP, Skinner Fish Facility, Clifton Court Forebay, BAPP Headworks to Bethany Reservoir, California Aqueduct CK01 to CK08 to Davis Road.
South Bay Aqueduct Facilities: South Bay Pumping Plant, South Bay Aqueduct, Del Valle Pumping Plant, and Del Valle Dam.
North Bay Aqueduct Facilities: North Bay Maintenance Sub-Center, Cordelia Pumping Plant, Travis Tank, Barker Slough Pumping Plant, Montezuma Slough, and Roaring River facilities.
 - ii. Inspect check structure(s), control buildings, grounds, all access points, doors, and gates are securely locked, and door entry alarm systems are intact. Report to ACC and SOC at each facility.
 - iii. Inspect all entry gates on any primary and secondary roads to ensure they are closed and locked. Check fence line and report damage or abnormal conditions to SOC.
 - iv. Advise trespassers to leave restricted areas.
 - v. Report any unusual and unsafe conditions to the SOC and FDSC.
 - vi. Report to Main Entrance Gate no later than 1730 hours for Shift 1 duties, until relieved.
- D. Shift 4 – 0600 hours to 1800 hours, Monday through Friday, five (5) days per week, stationed at Fish Facility Guard Post:
- i. SG1 – Check DWR personnel identification cards are swiped at readers. Ensuring no entries without proper identification. Immediate notifications of unauthorized entries will be made to SOC, FDSC, or ACC.
 - ii. Check vendors and visitors sign in by completing the registration sheet provided.
 - iii. Contact appropriate field division staff for escort when vendors and visitors arrive.
- E. Shift 5 – 0600 hours to 1800 hours. Sunday through Saturday, seven (7) days per week, stationed at Security Operations Center (SOC):
- i. SGS – Duties includes monitoring and operation of complex computer equipment for video surveillance and fire or intrusion detection systems.
 - ii. Initiate appropriate level of response upon alarm detection or abnormal condition.
 - iii. Communicate and report all SOC incidents to ACC, SGS, and/or FDSC.
 - iv. Immediately report any abnormal conditions of monitoring systems to the ACC.

- v. Create and submit incident reports and daily events utilizing Suspicious Event Reporting System (SERS) as they occur.
 - vi. Provide direction and oversight as needed for Patrol shift.
 - vii. May be required to cover shifts 1, 2, 3. and 4.
- F. Shift 6 – 1800 hours to 0600 hours, Sunday through Saturday, seven (7) days per week, stationed at Security Operations Center (SOC):
- i. SGS – Duties includes monitoring and operation of complex computer equipment for video surveillance and fire or intrusion detection systems.
 - ii. Initiate appropriate level of response upon alarm detection or abnormal condition.
 - iii. Communicate and report all SOC incidents to ACC, SGS, and/or FDSC.
 - iv. Immediately report any abnormal conditions of monitoring systems to the ACC.
 - v. Create and submit incident reports and daily events utilizing Suspicious Event Reporting System (SERS) as they occur.
 - vi. Provide direction and oversight as needed for Patrol shift.
 - vii. May be required to cover shifts 1, 2, 3. and 4.

11. Lunch Period

The Security Guards are required to work a full shift without a scheduled meal period. Security Guards are permitted to eat their meal while on shift. At no time will there be an interruption of security services during any shift.

12. Reporting Procedures

- A. Daily Activity Reports (DAR) must include shift information, such as patrol areas, any findings such as unlocked doors, gates, buildings, or keys in state vehicles and will be completed by each SG1 per shift and turned into the SGS.
- B. Incident Reports must include broken windows, accidents, vandalism, security, and emergency situations. The SG1 will communicate directly with the SOC and report any findings and/or conditions. If an incident requires the attention of local law enforcement or emergency personnel, the security guard must:
 - i. Contact ACC who will immediately contact local law enforcement or emergency personnel. The Contractor and assigned personnel will cooperate with local police in the event of any major conflict or disturbance.
 - ii. Remain at the scene until relieved.
 - iii. SGS Report must be completed by SGS and submitted to FDSC on Friday mornings. SGS Reports will be a summary of the DAR, highlighting all abnormal or unusual events from Friday's day shift from the previous week to Thursday's night shift of the current week. The DAR will also be provided to the FDSC on Friday mornings.

13. Responding Duties

- A. The Security Guard on duty at the time of any incident will respond to the scene of the incident and take charge of the situation until relieved.
- B. When the Security Guard is requested to assist law enforcement, they will stay on site and report all conditions to the SOC. The Security Guard will request from law enforcement pertinent information including officer name and ID, case/report number, and contact phone information. This information will be given to the SGS. All information will be relayed to ACC.

14. License and Registration

- A. The Contractor must possess the licenses and permanent guard registration cards required by the California Department of Consumer Affairs, Bureau of Security and Investigative Services. The Contractor must furnish a copy of its current and valid Private Patrol Operator's License to the CM or DWR representative. If the Contractor's license expires, suspended, or revoked, the Contract Manager must be notified immediately and the contract will be terminated, effective immediately, by DWR.
- B. The Contractor must possess a valid driver's license issued by the California Department of Motor Vehicles.
- C. The Contractor will ensure that written documentation on the minimum qualifications of all Security Guards assigned under the provisions of this contract meet the criteria listed below. All documentation must be kept on file at the Contractor's place of business. Failure to do so may result in the termination of the contract.
- D. The Contractor's unarmed security guard personnel must meet the following qualifications prior to their initial assignment:
 - i. Security guards must have the ability to speak, read, write, and understand English in order to understand and carry out oral and written directions.
 - ii. Security guards must have a valid California driver's license issued by the Department of Motor Vehicles and carry the license while on duty.
 - iii. Security guards must be registered with the Department of Consumer Affairs, Bureau of Security and Investigative Services as a Security Guard. While on duty, all security guards must carry in their possession the valid guard registration card or screen-print of the Bureau's approval from the Bureau's website, www.bsis.ca.gov , with valid photo identification.
- E. All required cards listed above must be presented to the CM or DWR representative upon demand. If a security guard is unable to present their guard registration cards or screen print, when asked, the security guard will be relieved from duty, and the Contractor must provide a security guard with a valid guard registration card in their possession. The contract is subjected to immediate termination if the Contractor is unable to provide security guards with all required cards.
- F. The Contractor must also maintain all other business and professional licenses that may be required by federal, state, and local codes of regulation. The Contractor must provide them to DWR when requested.

15. Training

- A. Initial orientation of DWR facilities and security inspection needs will be provided by DWR. Thereafter, the responsibility for ensuring that the security forces are familiar with DWR facilities, security procedures, and requirements will be the responsibility of the Contractor.

16. Replacement Staff

- A. DWR may request additional guards as needed for offsite events, holidays, and special or unforeseen emergency events. There is no guarantee to the number of shifts or hours the Contractor may be required to provide under the terms and conditions of this contract. Upon receipt of request, the Contractor must provide the additional qualified security guard(s) within two (2) working days.
- B. In the event the Contractor fails to provide contractually agreed upon services, they must hire the services of a law enforcement agency or subcontractor agency.
- C. DWR reserves the right to be part of the selection process for the SG1 or SGS positions.
- D. DWR will have the right to request replacement staff at DWR's discretion, without cause.

17. Communications

Cellular phones will be provided by the Contractor for each patrol shift/vehicles.

18. Patrol Vehicles

- A. The Contractor will provide the vehicles. All vehicles provided will meet the minimum safety requirements. Vehicles must be marked with the Contractor's security emblem. Security personnel are responsible for vehicles to be in good working order and cleaned.
- B. Each vehicle must be equipped with a flood spotlight.
- C. Vehicle Damage Liability: The driver of the vehicle will be held accountable for all incidents involving the vehicle assigned to the security unit. The Contractor will be responsible for all damage repairs to the patrol vehicles for each accident caused by or occurred while driven by an assigned security guard.
- D. Vehicle maintenance will not impede patrol or shift duties. The Contractor will ensure preventative maintenance schedules are met. If a vehicle is out of maintenance, a replacement vehicle will be provided at no additional cost.

19. Supplies

The Contractor will ensure security guards are equipped with all supplies necessary to perform their duties. DWR will provide printer/scanner access and copy paper.

20. Service Details

- A. The Contractor will conduct random, or upon request, unannounced visits of facilities where contracted staff are deployed. The Contractor will ensure that while on duty, unarmed security guards will not:

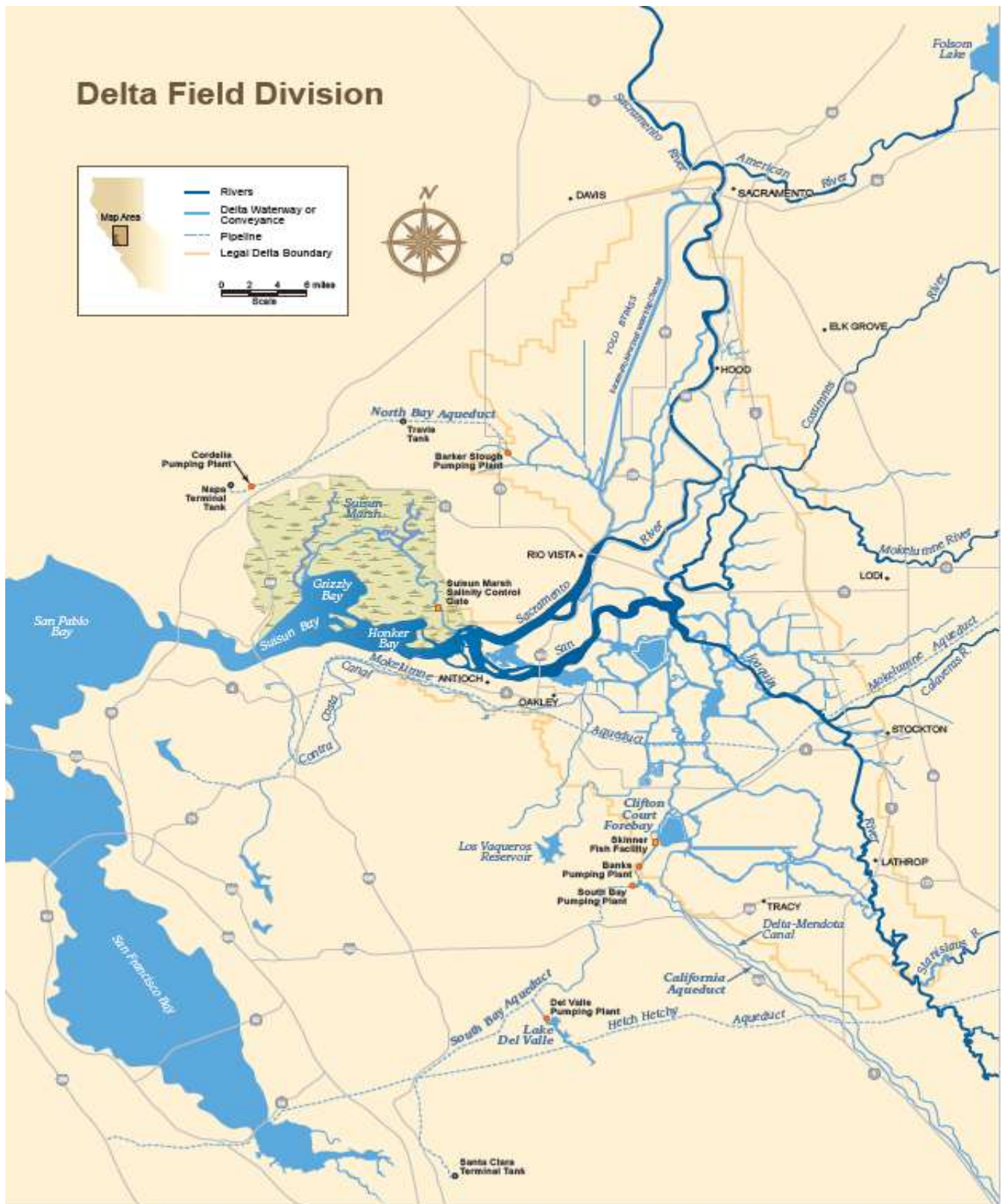
- i. Carry on their person, vehicle, or locker on site any firearms, batons, handcuffs, knives, saps, brass knuckles, stun-guns, taser, oleoresin capsicum spray (pepper spray), or any tear gas agent.
- ii. Listen to radios, police scanners, or any other audio medium that is not directly job-related.
- iii. Watch television or play video games.
- iv. Read any non-job related materials.
- v. Sleep while on duty.
- vi. Display a discourteous, abrupt, abrasive, or belligerent attitude.
- vii. Use state-owned telephones or electronic equipment for anything other than state business.
- viii. Use or tamper with DWR equipment not needed for the performance of the unarmed security services or disturb workstations located in the DWR facility, such as computers, calculators, fax machines.
- ix. Use any employee workstation other than those designated for security guard's use.
- x. Leave their area of responsibility without notification.
- xi. Entertain personal visitors.
- xii. Be under the influence of illegal drugs or alcohol.
- xiii. Be under the influence of any prescribed or over-the-counter medication which inhibits job performance in accordance with the specifications set forth herein.
- xiv. Fraternize with DWR employees or members of the public.
- xv. Present or identify themselves as employees of the State of California.
- xvi. Express or interpret policies, statements, and/or opinions of DWR to the media or public.

21. Short-Term Cancellation Policy

DWR is not responsible for closures due to unforeseen emergencies, including but not limited to, fire, natural disasters, or government action. Whenever possible, DWR will provide twenty-four (24) hours' notice to unarmed security guard(s) if it is known the facility will be closed. No payment will be made if a security guard reports to work when services are not needed and have been properly notified.

22. DWR may terminate this contract without cause upon thirty (30) days advance written notice. The Contractor will be reimbursed for all reasonable expenses incurred up to the date of termination.

EXHIBIT A, ATTACHMENT 1
MAP
Delta Field Division



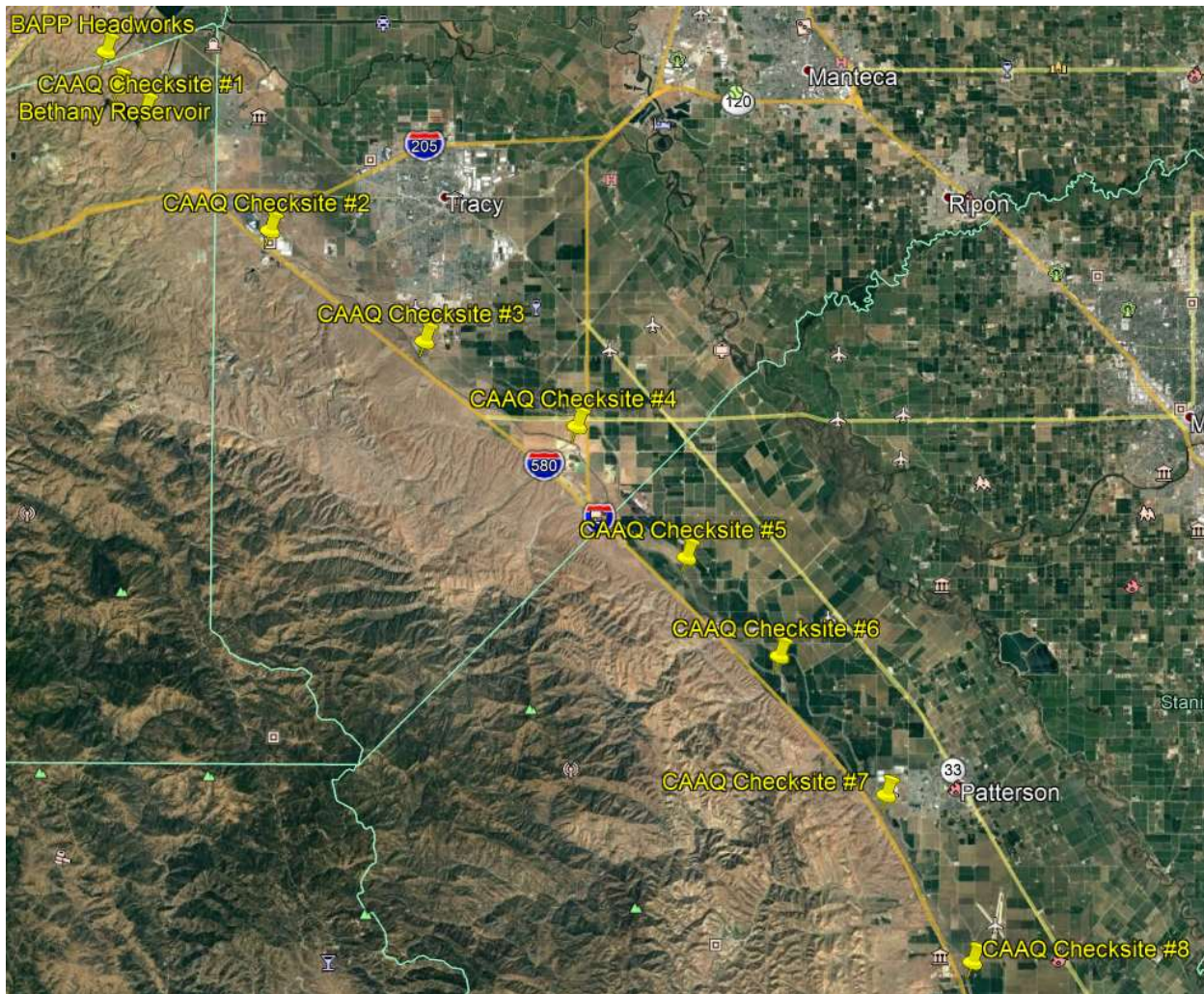
MAP
Delta O&M Center
Security Operations Center
Banks Pumping Plant, Bapp Outlet Works



5280 Bruns Road, Byron, California 94514

Best GPS directions are to 5280 Kelso Road, Byron, California 94514, facility is located ¼ mile north of the intersection of Bruns and Kelso Roads.

MAP California Aqueduct (CAAQ) From Banks Pumping Plant



CAAQ Check sites generally follow the path of Interstate 5 (I-5) and Interstate 580 (I-580) through San Joaquin and Stanislaus Counties.

Nearest major cross streets are as follows:

1. Check 1, Grant Line Road and Mountain House Road, Tracy
2. Check 2, I-580 and Patterson Pass Road, Tracy
3. Check 3, I-580 and Corral Hollow Road, Tracy
4. Check 4, Hwy 132 and S. Bird Road, Tracy
5. Check 5, I-5 and McCracken Road, Westley
6. Check 6, I-5 and Howard Road, Westley
7. Check 7, I-5 and Sperry Avenue, Patterson
8. Check 8, I-5 and Fink Road, Crows Landing

- Outlet structures to Davis Road, Downstream of Check 8 to Davis Road

MAP
Skinner Fish Facility
Clifton Court Forebay
Clifton Court Forebay Inlet Structure



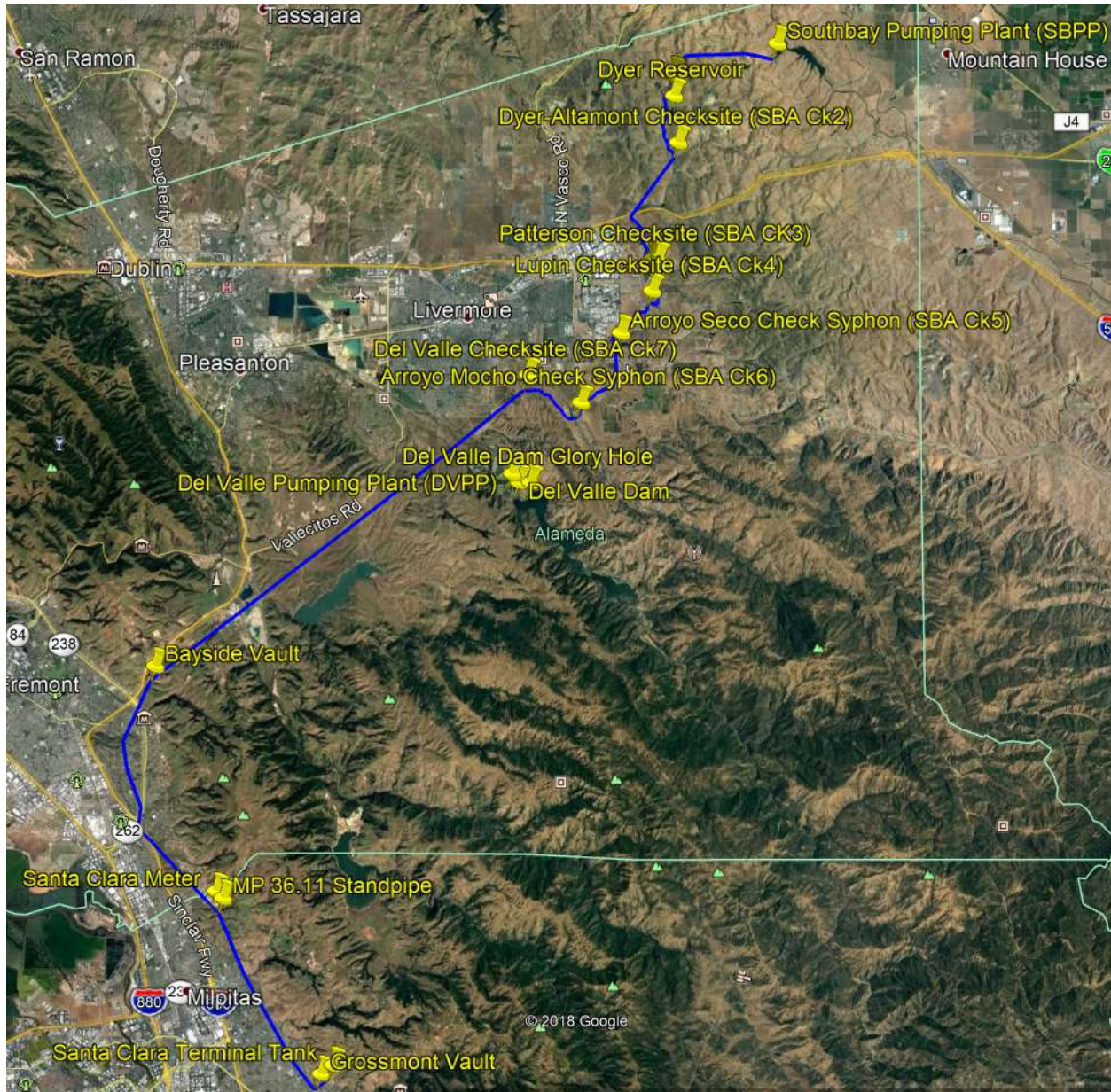
5200 Clifton Court Road, Discovery Bay, California 94505

MAP
South Bay Pumping Plant



13698 Christensen Road, Byron, California 94514

MAP
South Bay Aqueduct
Del Valle Pumping Plant And Del Valle Dam



Del Valle Pumping Plant And Del Valle Dam
5400 Arroyo Road, Livermore, California 94550

- Dyer Reservoir, 4575 Dyer Road, Livermore, California 94551
- Dyer-Altamont Check site, 3368 Dyer Road, Livermore, California 94551
- Patterson Yard, Reservoir, and Check site, 8750 Patterson Pass Road, Livermore, California 94550
- Lupin Check, 8777 Lupin Way, Livermore, California 94550
- Arroyo Seco Check Syphon, 3585 Greenville Road, Livermore, California 94550
- Arroyo Mocho Check Syphon, 4948 Mines Road, Livermore, California 94550
- Del Valle Check, 5999 Marina Avenue, Livermore, California 94550

MAP
North Bay Maintenance Sub-Center
Travis Tank
Cordelia Pumping Plant
Barker Slough Pumping Plant



North Bay Maintenance Sub-Center

- 1750 Cement Hill Road, Fairfield, California 94533

Travis Tank,

4888 Gate Road, Fairfield, California 94535

Cordelia Pumping Plant,

- 235 Mangels Blvd, Fairfield, California 94534

Barker Slough Pumping Plant,

- 7101 Hastings Island Road, Dixon, California 95620

MAP
Montezuma Slough
Roaring River Facility



Montezuma Slough,

- 1361 Fire Truck Road, Suisun City, California 94585

Roaring River Facility,

- Grizzly Island Road, Suisun City, California 94585

EXHIBIT A, ATTACHMENT 2 SECURITY PERFORMANCE SURVEY

Department of Water Resources – State Water Project Security Performance Survey (SPS)			
Name of Evaluator:		Security Company:	
Field Division:		Month Evaluated:	
Instructions: Please fill out the survey completely by using the values 1-3. All sections require comments by the evaluator. The contractor's goal is to achieve a report score of 40 points or higher. A report score of 39 points or less and any section score of a 1 requires the contractor to provide a written Performance Improvement Plan (PIP) to the FDSC. When the SPS is completed, review with the SGS/SGM and then email the form to john.rizzardo@water.ca.gov and mark.chapman@water.ca.gov .			
	Compliance Criteria	Scoring Value 1-3 points	Comments Required
Section 1. Invoicing Accuracy/Timeliness			
A.	Are invoices received in a timely manner?		
B.	Are invoices detailed, accurate, and complete?		
C.	Do invoices have reconciliation with field division records?		
Section 2. Security Guard Performance			
A.	Are guards familiar with their post orders and perform them as required?		
B.	Are all required incidents and observations documented/reported by the security guard?		
C.	Are all security incidents entered into the SERS program as required?		
D.	Are all SERS entries detailed, accurate, and complete?		
E.	Were prohibited activities observed of the guards? (watching tv, on phone, playing games, sleeping)		
F.	Do guards perform their duties in a professional and courteous manner?		
G.	Do guards adhere to uniform and grooming standards?		
Section 3. Management Communication/Issue Resolution			
A.	Does the Project Manager respond to issues in a timely manner with proposed solutions?		
B.	Have incidents of guard misconduct or other violations been handled by management in an efficient and timely manner?		
C.	Does the Project Manager participate in QPR's and respond with a Performance Improvement Plan (PIP), if necessary?		
Section 4. Contract Compliance Assessment			
A.	Were security posts filled with qualified guards, including call offs?		
B.	Were guards that were rejected, replaced with qualified guards within the 2-hour window?		
C.	Were post inspections completed by SGS/SGM?		
D.	Were security officers in possession of a valid guard card and training certification card?		
E.	Were guards supplied with the required equipment (uniforms, communication equipment, vehicles, etc.)?		
Section 5. Other			
A.	Are Weekly Security Summary Reports submitted to the FDSC as required?		
B.	Are assigned vehicles properly maintained (fueled at the end of shift, being serviced/maintained, replaced if down for maintenance or accidents/damage repair)?		
Overall Points		0.00	
Please note outstanding performance or value added contribution of the contractor during the quarter.			
Scoring Values			
3 -	Excellent: No violations observed or reported, and standards were met.		
2 -	Satisfactory: Violations were observed or reported. Violations were corrected.		
1 -	Unacceptable: Multiple violations observed or reported. Violations were not corrected.		
Overall Scoring Values			
55-60: Exceeds contract requirements.			
40-54: Meets contract requirements.			
<40: Below contract requirements. PIP required.			

EXHIBIT A, ATTACHMENT 3

Quality Assurance Program (Quality Assurance/Quality Control)

A Quality Assurance Program (QA/QC) is critical when evaluating the performance of any Security Guard Contractor. The established program must be contractually established and applied consistently. Detailed quality assurance standards will provide both DWR management and the Contractor with an organized and approved method of performing evaluations. Any problem areas identified through this process can be addressed and remedied immediately. The Quality Assurance Program will be reviewed periodically for effectiveness.

Evaluation Tools:

In order to properly evaluate security Contractor performance, evaluation tools must be established.

The tools selected by DWR are:

- Established Key Performance Indicators (KPIs)
- The Monthly Security Performance Survey (SPS)
- The Quarterly Performance Review (QPR)
- Performance Improvement Plan (PIP)

Establishing Key Performance Indicators (KPI):

Key Performance Indicators are quantifiable measure of performance over time for a specific objective. KPIs provide targets for your security team to shoot for, milestones to gauge progress, and insights that help people across the organization make better decisions. Strong KPIs help move security programs to the strategic level.

DWR has established strong KPIs, important data points that are reported and analyzed to provide an accurate gauge as to what level our security Contractor is performing. The analysis will clearly indicate if key provisions of the contract requirements are being met.

The following measurements are examples of KPIs that will be used to gauge the performance of the security Contractor servicing the Department of Water Resources. This program uses the philosophy of continuous improvement and consider the following:

- | | |
|---|--|
| <ul style="list-style-type: none">• Financial Performance<ul style="list-style-type: none">- Invoice Timeliness- Invoice Accuracy- Reconcile with FD records• Security Guard Performance<ul style="list-style-type: none">- Adherence to Post Orders and Directions- Incident Reporting and Notification Compliance- Required Incidents Entered into SERS- Are All Entries Detailed, Accurate and Complete- Prohibited Activities Observed- Are Guards Courteous and Professional- Uniform and Grooming• Management Communication / Issue Resolution<ul style="list-style-type: none">- Project Manager Timely Response with Proposed Solutions- Misconduct Handled Efficiently- QPRs and PIPs | <ul style="list-style-type: none">• Contract Compliance'<ul style="list-style-type: none">- Posts Filled- Guard Replacement Within Contract Timeline- Post Inspections- Licensing and Training- Supplies and Equipment• Other Criteria<ul style="list-style-type: none">- Weekly Summary Reports Provided to FDSC as Required- Are Vehicles Fueled, Serviced, Maintained and Replaced as Required• Bonus<ul style="list-style-type: none">- Outstanding performance or value added contribution of the supplier during the quarter |
|---|--|

The Security Performance Survey (SPS)

The SPS is a performance evaluation scoresheet, completed monthly by the DWR FDSC. See Exhibit A, Attachment 2. The questions reflect the established KPIs and provide a scoring system to allow for evaluation of the Contractor's performance. These scores can be evaluated and compared month to month to track trends in performance and to identify areas of strength or weakness. Resulting scores are discussed with the designated Contractor representative. This is a proactive way to gain situational awareness and allows for the evaluation of issues as well as the recognition of exceptional officer performance.

The Quarterly Performance Review (QPR)

While SPS is a monthly snapshot of the Contractor's performance, the QPR's is a valuable tool to identify performance over longer periods of time. The following are key elements of the DWR QPR:

1. Held within 30 days following the end of the evaluated quarter
2. Held at the Contractor's headquarters or at the DWR Field Division
3. Led by DWR with sections to be briefed by the Contractor
4. Attended by key Contractor Management, DWR Management, the FDSC, and contracting representatives, when appropriate
5. Evaluate contract performance through rollup of monthly SPS's and success of agreed upon quarterly performance goals
6. Sets next quarter goals for the Contractor to meet
7. Provides forum for the whole team to raise concerns and to share successes and accomplishments

Although the format for the PowerPoint presentation is flexible, the following agenda has been adopted for the QPR by DWR:

- Introductions (Contractor and DWR)
- Quarterly Performance Scorecard Review (DWR)
- Success Stories (Contractor and DWR)
- Challenges/Issues/Resolution (Contractor and DWR)
- Quarterly Goal Attainment? (Contractor)
- Goals for Next Quarter (Contractor)
- Value Added Proposals (Contractor)
- Questions & Discussion (Contractor and DWR)

A key portion of the QPR agenda is the “Quarterly Performance Scorecard Review”. This scorecard reviews the score for the Contractor over the previous quarter. Performance score is an average of the quarterly performance scores. This score will identify the Contractor’s level of performance for the quarter. An example of a completed scorecard is shown here:

Q4 2021 QPR Scorecard						
Field Division	Security Company	Oct	Nov	Dec	Field Division Score	Comments/Concerns
Delta FD	Provider X	55	50	45	50	Meets Contract Requirements
Legend		Points				
Exceeds Contract Requirements		55-60				
Meets Contract Requirements		40-54				
Below Contract Requirements		<40				
NOTE: Any monthly score below 40 requires a written Performance Improvement Plan (PIP) submitted to DWR FDSC within 10 days of SPS completion.						

The Performance Improvement Plan (PIP):

Once a performance issue that affects contract standards/compliance is identified during the monthly SPS, the Contractor must put a plan in place to correct the action or improve the low score.

Poor performance, a SPS report score of 39 or lower or any section score of a 1, requires the Contractor to provide a written Performance Improvement Plan (PIP) to the FDSC. PIP requirements are:

- ▶ PIPs are provided in writing
- ▶ Generated from Contractor leadership
- ▶ Informal format – an email to the DWR FDSC is adequate
- ▶ Should contain at least:
 - KPI name and score
 - Reason for low category score
 - Plan/measures/actions to be taken to resolve prior to next evaluation
 - Sent to FDSC within one week after face-to-face SPS review

EXHIBIT A, ATTACHMENT 4 QUARTERLY PERFORMANCE REVIEW

Delta Field Division – Security Contractor Quarterly Performance Review (						
Performance Category	Criteria	Maximum Points	Oct	Nov	Dec	Comments/Concerns
Financial	Invoice Timeliness	3				
	Invoice Accuracy	3				
	Reconcile with FD	3				
Security Guard Performance	Adherence to Post Orders and Directions	3				
	Incident Reporting and Notification Compliance	3				
	Required Incidents Entered into SERS	3				
	Are All Entries Detailed, Accurate and Complete	3				
	Prohibited Activities Observed	3				
	Are Guards Courteous and Professional	3				
	Uniform and Grooming	3				
Management Communication / Issue Resolution	Project Manager Timely Response with Proposed Solutions	3				
	Misconduct Handled Efficiently	3				
	QPRs and PIPs	3				
Contract Compliance	Posts Filled	3				
	Guard Replacement Within Contract Timeline	3				
	Post Inspections	3				
	Licensing and Training	3				
	Supplies and Equipment	3				
Other Category	Weekly Summary Reports Provided to FDSC as Required	3				
	Are Vehicles Fueled, Serviced, Maintained and Replaced as Required	3				
Total Points		60				

Legend	Points
Exceeds Contract Requirements	55-60
Meets Contract Requirements	40-54
Below Contract Requirements	<40
Revised 01/2021	

NOTE: Any monthly score below 40 requires a written Performance Improvement Plan (PIP) submitted to DWR FDSC within ten (10) days of SPS completion

**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 verbal or 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 B, ATTACHMENT 1
BID SHEET**

This is a placeholder page.

**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:

Mao Yang
(209) 833-2070

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

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

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

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

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

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. CERTIFICATE OF INSURANCE

a. General Provisions Applying to All Policies

- i. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least 30 days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- ii. Policy Cancellation or Termination & Notice of Non-Renewal – Contractor shall provide to the Department, within five (5) business days following receipt by contractor, a copy of any cancellation or non-renewal of insurance required by this contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- iii. Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- iv. Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.

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

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

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

Policy shall provide a Waiver of Subrogation endorsement in favor of the State of California and the California Department of Water Resources.
 - iii. **Automobile Liability** – Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per occurrence. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. **The State of California, Department of Water Resources, its officers, agents, and employees**

are to be covered as additional insureds with respect to liability arising out of work or operations.

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

Department of Water Resources
Division of Operations and Maintenance
Delta Field Division
Attn: Octavio Herrera
5280 Bruns Road
Byron, California 94514

2. EMPLOYEE BENEFITS

In accordance with Government Code Section 19134, employee benefits are being included in Personal Services Agreements that are in force 91 days or more. The services that are affected are janitorial, housekeeping, custodian, food service, security guard, laundry, or window cleaning services.

In order to comply, a Contractor entering into an agreement with the State must provide "Wages and Employee Benefits" to any Covered Employee who performs the services mentioned above at the site or sites designated in the Scope of Work.

"Covered Employee" means a person who performs any of the services identified above, as more than an incidental part of their duties under a Qualifying contract. Covered employee does not include either: (1) A person who performs solely supervisory or administrative services under a Qualifying Contract, or (2) An owner-operator.

"Employee Benefits" means coverage a contractor provides to a Covered Employee, whether fulltime or part-time, either through a purchased plan or by self-insurance, for basic health care, dental services, and vision services, as well as, retirement benefits, and holiday pay, sick pay, and vacation pay.

"Holiday Pay" means pay provided to a covered employee to compensate for hours the covered employee is unable to work because the facility at which the employee would normally provide services is closed due to State holidays.

"Wages" means hourly payments paid pursuant to Government Code Section 19134 to a Covered Employee for work performed by such employee on a Qualifying Contract. Wages must be valued at least 85 percent of wage paid to State of California employees performing similar work.

"In Lieu Cash Payment" means a dollar amount a contractor pays to a covered employee of a Personal Services Agreement in lieu of providing actual Health Benefits, actual retirement benefits, and/or sick or vacation leave credits.

A contractor can meet the Health Benefits requirement by choosing to provide one of the following options:

- a. Health Benefits to Covered Employees valued at, at least, 85 percent of the State cost for health, vision, and dental benefits for State of California employees performing similar work; or
- b. In Lieu Cash Payments to Covered Employees valued at, at least, 85 percent of the State cost for health, vision, and dental benefits for State of California employees performing similar work; or
- c. A combination of Health Benefits and In Lieu Cash Payments at least 85 percent of the State cost for health, vision, and dental benefits for State of California employees performing similar

work.

A Contractor can meet the Retirement Benefits requirement by choosing to provide one of the following options:

- a. Actual retirement benefits to Covered Employees valued at, at least, 85 percent of the State cost for retirement benefits for State of California employees performing similar work; or
- b. In Lieu Cash Payments to Covered Employees valued at, at least 85 percent of the State cost for retirement benefits for State of California employees performing similar work; or
- c. A combination of actual retirement benefits and In Lieu Cash Payments totaling at least 85 percent of the State cost for retirement benefits for State of California employees performing similar work.

The method of compliance chosen and the additional costs of Employee Wages and Employee Benefits/In Lieu Cash Payments will be calculated and incorporated into your bid. Your bid amount must include the current rate published by the Department of Personnel Administration that must be used to determine the Wages and Employee Benefits/In Lieu Cash Payments.

Before execution of the contract, employers choosing to offer Employee Benefits using (a) or (c) above must provide evidence of coverage to the State.

Contractor must submit to the State monthly reports that comply with The California Code of Regulations, Title 2, Div. 2, Chap. 3, Subchapter 12, Section 1896.370(a). The report must include (1) the number of employees who received Wages and Employee Benefits and/or In Lieu Cash Payments in the preceding month, (2) their names, (3) hours each covered employee worked in the preceding month, (4) the amount paid to each covered employee for Wages and Employee Benefits and/or In Lieu Cash Payments in the preceding month (with amounts paid for Wages and for each type of Employee Benefit/In Lieu Cash Payment itemized separately), and (5) total monthly costs paid of Wages and Employee Benefits and/or In Lieu Cash Payments in the preceding month, excluding any administrative or indirect costs.

This Agreement is subject to audit for compliance with the provisions of Government Code Section 19134.

The Schedule of Employee Benefit Rates published by the California Department of Human Resources (DHR) shall remain in effect during the term of this Agreement. Any published rate change occurring during the term of this Agreement shall be given effect by amendment, with an effective date retroactive to the date the rate changes were published by the DHR. The Bid Sheet will state the type of rate and the amount of the current rate per hour.

Failure to comply with the provisions of Government Code Section 19134 constitutes a material breach, which could subject the agreement to immediate termination by the State.

3. PERMITS AND LICENSES

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

4. 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.

5. 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.

6. 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).

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

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

Contractor's certification of payments must be made using form DWR 9683 (Small Business Subcontractor Payment Certification), Exhibit E Attachment 2. 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.

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

a. STD 817 – Statutory Reporting Requirements

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

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

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

[California Code of Regulations 1896.78\(e\); Public Contract Code 10369\]](#)

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

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

EXHIBIT E, ATTACHMENT 1

State of California

DEPARTMENT OF WATER RESOURCES

California Natural Resources Agency

Contract 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