
State Water Resources Control Board

June 26, 2026

Request for Qualifications RFQ No. 26-001-300

Prospective Bidders are invited to review and respond to this Request for Qualifications (RFQ), entitled RFQ No. 26-001-300 entitled, "*California Environmental Quality Act (CEQA) Compliance*" for the State Water Resources Control Board (Water Boards), Division of Water Rights. When preparing and submitting a solicitation, compliance with the instructions found herein is imperative.

If a discrepancy occurs between the information in the advertisement appearing in California's Online Marketplace/Cal eProcure and the information herein, the information in this notice and in the attached RFQ shall take precedence.

Inquiries regarding the processing of this RFQ submittal should be referred to Nicola Surridge at ContractBidsGeneral@waterboards.ca.gov. 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.

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

Sincerely,

Nicola Surridge
Contract Analyst

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SOQ SUBMITTAL CHECKLIST

A complete Statement of Qualifications (SOQ) package will consist of one (1) original SOQ package with original signatures of each item identified below. Place a check mark or "X" in the box corresponding to each item that you are submitting to the Water Board. For your SOQ package to be responsive, all required attachments must be returned. This checklist is for reference only, proposers must comply with all requirements of this solicitation. **This checklist should also be returned with your SOQ package.**

Attachment		Attachment Name/Description	Confirmed by State Water Board
☐ Yes ☐ No	1	Letter of Interest (must include the Legal Name and Federal Identification Number of the firm)	☐ Yes ☐ No
☐ Yes ☐ No	2	Licenses of all state or federal licensed professional engineers and geologists that will be part of the consultant team	☐ Yes ☐ No
☐ Yes ☐ No	3	<u>Federal Form 330</u> for the firm and any proposed subcontractors	☐ Yes ☐ No
☐ Yes ☐ No	4	Written statement of the firm's qualifications (SOQ)	☐ Yes ☐ No
☐ Yes ☐ No	5	Resumes of Key Personnel	☐ Yes ☐ No
☐ Yes ☐ No	6	Contractor Certification Clauses (CCC-04/2017). Page 1 must be signed and submitted.	☐ Yes ☐ No
☐ Yes ☐ No	7	California Disabled Veteran Business Enterprise (DVBE) Program Requirement (Revised 10-2021) and DVBE Declarations (STD 843)	☐ Yes ☐ No
☐ Yes ☐ No	8	Bidder Declaration (GSPD-05-105)	☐ Yes ☐ No
☐ Yes ☐ No	9	Reference Forms 1 – 3	☐ Yes ☐ No
☐ Yes ☐ No ☐ N/A	10	Darfur Contracting Act	☐ Yes ☐ No ☐ N/A
☐ Yes ☐ No	11	Payee Data Record (STD. 204) Form	☐ Yes ☐ No
☐ Yes ☐ No ☐ N/A	12	Commercially Useful Functions (CUF) Compliance	☐ Yes ☐ No ☐ N/A
☐ Yes ☐ No	13	Business License / Business Operation Tax Certificate	☐ Yes ☐ No
☐ Yes ☐ No ☐ N/A	14	Target Area Contract Preference Act (TACPA) – Insert Std. 830 attachment, if applicable	☐ Yes ☐ No ☐ N/A

☐ Yes ☐ No	15	California Civil Rights Laws Certification	☐ Yes ☐ No
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*Indicate N/A if not applicable.

The following is a Required Document AFTER Contract Award. Failure to submit insurance documents will result in cancellation of contract award.

Insurance Certificate: Please see Exhibit D for insurance certificate requirements. These must be submitted within ten (10) business days after notice of the Contract Award.

A. Purpose and Description of Services

The State Water Resources Control Board, Division of Water Rights (collectively referred to as “Water Boards”), is soliciting Statement of Qualifications (SOQs) from firms that are able to provide assistance with the preparation and processing of the required environmental documents under the California Environmental Quality Act (CEQA). SOQs must address all of the services described in the Request for Qualifications (RFQ) section entitled, “Scope of Work”.

The Water Boards intends to make a single contract award to the most responsive and responsible firm. A Contractor will be selected on the basis of written responses to this RFQ and an oral interview. This solicitation is open to all eligible firms and/or individuals that meet the qualification requirements.

B. Time Schedule

Below is the tentative time schedule for this solicitation. All dates after the RFQ Response Submission Due Date are approximate, and may be adjusted as conditions dictate, without addendum to this RFQ.

Event	Date	Time (If applicable)
RFQ Available to Prospective Firms	Friday, June 26, 2026	
Questions Due	Tuesday, July 14, 2026,	1:00 p.m. PST
Question/Answer Summary Posted	Friday, July 17, 2026,	by 4:00 p.m. PST
RFQ Responses Due Date	Tuesday, July 28, 2026,	by 4:00 p.m. PST
Interviews	To be scheduled the week of August 10,	2026
Fee Negotiations	To be scheduled the week of August 17,	2026
Proposed Start Date of Agreement	Upon Approval	

C. Agreement Term/Period of Performance

The anticipated term of the resulting Agreement is expected to be sixty (60) months. The Agreement term may change if the Water Boards make an award earlier than expected or if the Water Boards cannot execute the Agreement in a timely manner due to unforeseen delays.

The period of performance for this Agreement shall be as identified on the Agreement STD 213. "Start Date" identifies when services may begin and "Through End Date" identifies when services must be completed.

The State, at its sole discretion, may amend this Contract pursuant to the Water Boards Architectural and Engineering Regulations.

The Contractor shall not be authorized to deliver or commence the performance of services as described in this SOW until written approval has been obtained from all entities. Any delivery or performance of service that is commenced prior to the signing of this Agreement or after the term of this Agreement has passed shall be considered voluntary on the part of the Contractor and non-compensable. If performance commences before all approvals are obtained, said services may be considered to have been voluntary and the Contractor may pursue a claim for payment by filing with the DGS' Government Claims Program.

D. Respondent's Questions

Immediately notify the Water Boards if clarification is needed regarding the services sought or questions arise about the RFQ and/or its accompanying materials, instructions or requirements. Put the inquiry in writing and transmit it via e-mail or fax to the Water Boards as instructed below. At its discretion, the Water Boards reserves the right to contact an inquirer to seek clarification of any inquiry received.

Respondents that fail to report a known or suspected problem with this RFQ and/or its accompanying materials or fail to seek clarification and/or correction of this RFQ and/or its accompanying materials shall submit a SOQ package at their own risk. In addition, if awarded the Contract, the successful firm shall not be entitled to additional compensation for any additional work caused by such problem, including any ambiguity, conflict, discrepancy, omission, or error.

If an inquiry appears to be unique to a single firm or is marked "Confidential", the Water Boards will mail, e-mail, or fax a response only to the inquirer if the Water Boards concurs with the Respondent's claim that the inquiry is sensitive or proprietary in nature. If the Water Boards does not concur, the inquiry will be answered in the manner described herein and the firm will be so notified. At its discretion, the Water Boards may contact an inquirer to seek clarification of any question or inquiry received.

1. What to Include in an Inquiry

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

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

2. How to Submit Questions

Submit questions or inquiries using one of the following methods.

Email:
Questions RFQ 26-001-300 Division of Administrative Services Nicola Surridge, Contract Analyst ContractBidsGeneral@waterboards.ca.gov

Note: An autoreply will be generated from this inbox. This autoreply is proof of your question submission.

3. Question Deadline

Submit written questions and inquiries no later than the Date and Time as identified in the Time Schedule table located in Section B, "Time Schedule" of this solicitation. Questions submitted after this date will not be considered.

Notwithstanding the question submission deadline, the Water Boards will accept questions or inquiries about RFQ errors or irregularities up to the solicitation due date.

Direct all verbal requests for DVBE assistance to the Water Boards' DVBE advocate at DAS-SBDVBEAdvocate@Waterboards.ca.gov.

E. Disabled Veteran Business Enterprise Requirement

3% DVBE participation for this solicitation is mandatory. Bidders must meet Disabled Veteran Business Enterprise (DVBE) requirement and submit Bidder Declaration forms (STD 843 and GSPD-05-105).

Military and Veteran Code (MVC) 999.5(d), 999.7 and Government Code (GC) 14841, and California Code of Regulations (CCR) 1896.78(e) requires all Prime Contractors that committed to having a Disabled Veteran Business Enterprise (DVBE) perform an element of work for a contract to report DVBE subcontractor participation information and certify to the state that all DVBE subcontracting payments were made.

A completed final STD 817 must be submitted before the State Water Resources Control Board can release the final \$10,000 from your final payment OR the final payment . Note: Form STD 817 is attached to the Contract as Exhibit D, Attachment I.

F. Small Business and Disabled Veteran Business Enterprise Advocate

For all SB and DVBE related assistance and/or questions including Prompt Payment Act issues for SBs, please contact the Water Boards' SB/DVBE Advocate at DAS-SBDVBEAdvocate@waterboards.ca.gov.

G. Request for Language Services

With respect to this SOQ, the Water Boards shall provide interpretation and translation services in any language at no cost to you.

To request these services, please use the following link: [Public Request for Language Services | California State Water Resources Control Board](#).

H. Scope of Work

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

I. Minimum Qualification Requirements

Failure to meet the following requirements by the solicitation due date will be grounds for the Water Boards to deem a firm non-responsive. In submitting a Statement of Qualification (SOQ) package, each firm must certify that it possesses the following qualification requirements:

The respondent shall demonstrate at least five (5) years of full-time, recent experience in a lead role on projects covering the requirements listed below:

1. Experience in preparation of California Environmental Quality Act (CEQA) documents, conducting environmental assessments of potential impacts to instream flow, biological resources, hydrology, and other environmental and cultural resources.
2. Experience in conducting environmental studies in California streams and rivers.
3. Experience with relevant federal and state laws and regulations, water rights, CEQA, fisheries biology, GIS, hydrology, hydrologic modeling, water quality, ecology, hydropower projects, geomorphology, resource/wildlife management, land use and planning, crop mitigation practices, conservation biology, soils, geology, climate, air quality, agricultural resources, resource/wildlife management, resource and agricultural economics, agronomy, crop irrigation practices, recreational resources, aquatic and terrestrial resources, and wetlands.
4. Experience in preparing environmental documents analyzing potential impacts to instream resources under CEQA guidelines and regulations. Knowledge of roles and responsibility of other environmental resources agencies (federal, state, and local) as they relate to the environmental impacts considered under CEQA.
5. Experience in regulatory/policy adoption process. Experience in establishing a public participation process, including conducting various public meetings, preparing supporting materials (newsletters, public notices, website, etc.) and providing direct support to the lead agency. Experience facilitating contentious environmental policy development processes.
6. Experience in instream flow needs of the salmonid fisheries that inhabit California.
7. Experience with federal Clean Water Act Section 401 water quality certification regulations and development of CEQA documents to support certifications for various projects, including dredge and fill and hydropower projects.
8. Corporations must certify they are in good standing and qualified to conduct business in California.

J. Statement of Qualifications Format and Content Requirements

1. General Instructions

- a. Each individual or firm may submit only one SOQ package. For the purposes of this paragraph, "firm" includes a parent corporation of a firm and any other subsidiary of that parent corporation. If a firm or individual submits more than

one SOQ package, the Water Boards will reject all SOQ packages submitted by that firm or individual.

- b. Develop SOQ package by following all RFQ instructions and instructions or clarifications in question/answer notices, clarification notices, or RFQ addenda.
- c. Before preparing a SOQ package, seek timely written clarification of any requirements or instructions that are believed to be vague, unclear or that are not fully understood.
- d. Arrange for timely delivery of the SOQ package to the specified address. Do not wait until shortly before the SOQ submission deadline to submit the SOQ package.

2. Statement of Qualifications

The written Statement of Qualifications must contain the following information:

a. Experience of the firm in performing services of a similar nature

- Describe the experience and background of the environmental services firm, and subcontractors (if being proposed for this project), in the preparation of CEQA documents, conducting environmental assessments of potential impacts to in-stream flow, biological resources and cultural resources, hydrology, and hydrologic modeling.
- Describe the experience of the firm and subcontractors in conducting similar environmental studies in California streams and rivers.

b. Capabilities, experience, and education of personnel assigned to the project

- Names of the principals and other individuals who will be participating in the project, their roles, office locations, and their availability for the project. Describe their individual professional experience and education, including the dates of their most recent technical degrees and professional registrations. Identify staff of subcontractors similarly but separately.
- For all personnel participating in this project, individually describe their training, skill, or experience with relevant federal and state laws and regulations, water rights, CEQA, fisheries biology, hydrology, hydrologic modeling, water quality, ecology, geomorphology, resource/wildlife management, land use and planning, crop irrigation practices, conservation biology, soils, geology, climate, air quality,

agricultural resources, recreational resources, aquatic and terrestrial resources, tribal engagement, and wetlands.

c. Quality and relevance of recently completed or ongoing work

- Provide two (2) examples of work products that illustrate the nature and scope of CEQA projects completed by the firm within the past five (5) years that cover fisheries habitat studies, instream flow evaluations, hydrologic modeling and analysis, and the water rights process.
- Provide two (2) examples of projects completed within the past five (5) years that demonstrate expertise in preparing CEQA documents. If no completed projects are available, please provide examples of ongoing projects.
- Please ensure that writing examples are included in the submitted work products.

d. Knowledge and Experience with Regulations Related to the Project

Demonstrate that the individuals (employees and subcontractors) assigned to work on this project have knowledge of and experience with the following:

- The California Water Code, California Code of Regulations, Fish and Game Code, Public Resources Code, Porter-Cologne Water Quality Control Act, CEQA, California Water Plan, and related documents pertaining to water rights, fisheries protection, and environmental impacts considered under CEQA.
- The roles and responsibilities of other environmental and resource agencies (federal, state and local) as they relate to environmental impacts considered under CEQA.
- CEQA environmental review, evaluation, and document preparation.
- Scheduling and conducting public meetings in compliance with CEQA requirements, including collecting and responding to oral and written comments.

e. Reliability and Availability

- Document the reliability and continuity of the firm's employees and subcontractors.

- Document the firm's ability to adequately plan workloads and its ability to meet schedules.
- List the locations of the firm's office(s) for project coordination and services.

The Bid Submittal Checklist on page 1 specifies the order and content required for each SOQ package.

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

K. Electronic Submission of SOQ Package

1. Submission Instructions

SOQs must be received by the due date and time listed in the Time Schedule table in Section B of this solicitation. SOQs received after this date and time will not be considered.

The completed SOQ shall be submitted electronically by email as follows:

E-Mail
SOQ 26-001-300 Division of Administrative Services Nicola Surridge, Contract Analyst ElectronicBidSubmission@waterboards.ca.gov

- Only SOQs received in this mailbox will be considered. SOQs shall not be sent to any other mailbox. If an SOQ is inadvertently sent to an incorrect mailbox, firms must take all appropriate corrective steps.
- Zip files are acceptable and encouraged.
- Email SOQ submissions should clearly identify the following in the Subject Line: **SOQ No. 26-001-300 [Insert Company Name]**
- If multiple emails are required, they should be identified in the subject line as follows: 1 of 2, 2 of 2, etc. *i.e.*, **SOQ No. 26-001-300 (ABC Inc.) 1 of 2**
- Emails will not be opened by the Procurement Official until the required SOQ due date and time.

- f. Once submitted, an autoreply from ElectronicBidSubmission@waterboards.ca.gov will be received. If you do not receive the autoreply, then your email was too large and not received by the Water Boards. **This autoreply shall serve as the only proof of receipt of the SOQ.**

Note: Emails should not exceed one hundred fifty (150) megabytes (MB). The Water Boards mail server may automatically reject excessively large emails. Proposers may submit multiple emails if file size exceeds the recommended one hundred fifty (150) MB. Links to files stored on the Internet (e.g., Google Drive, Dropbox, etc.) in lieu of attachments are not acceptable, and any documents stored at such links will not be retrieved. Zip files are acceptable and encouraged.

Hard copy SOQ's will not be accepted for this solicitation. However, if you require any reasonable accommodations, please direct requests to our general inbox: ContractBidsGeneral@waterboards.ca.gov.

2. Proof of Timely Receipt

- a. To be timely, the Water Boards must receive SOQ packages by the due date and time listed in the Time Schedule table in Section B of this solicitation.
- b. The Water Boards will deem late SOQ packages non-responsive.

3. Firm's Costs

Firms are responsible for all costs of developing and submitting a SOQ package. Such costs cannot be charged to the Water Boards or included in any cost element of a firm's price offering.

L. SOQ Requirements and Information

1. Nonresponsive SOQs

In addition to any condition previously indicated in this RFQ, the following occurrences **may** cause the Water Boards to deem a SOQ package non-responsive.

- a. Failure of a firm to:
 - 1) Meet DVBE participation goals (mandatory disqualification).
 - 2) Meet SOQ format/content or submission requirements including the sealing, labeling, and/or timely and proper delivery of SOQ packages.
 - 3) Submit all required documentation listed on the Bid Submittal Checklist.

- b. If a firm submits:
 - 1) A SOQ package that is conditional, materially incomplete or contains material alterations or irregularities of any kind.
 - 2) False, inaccurate or misleading information or falsely certifies compliance on any SOQ attachment.
 - 3) A SOQ containing web links. Web links will not be accepted in place of requested documents. All requested documents must be submitted.
- c. If the Water Boards discovers, at any stage of the solicitation process or upon contract award, that a firm is unwilling or unable to comply with the contract terms, conditions and exhibits cited in this RFQ and/or the resulting contract.
- d. Delinquent Tax Obligations (AB 1424 (Statutes of 2011) Public Contract Code 10295.4)

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

2. Withdrawal and/or Resubmission of SOQs

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

a. Withdrawal Deadline

A firm may withdraw his/her SOQ package any time prior to the SOQ package due date.

b. Submitting a Withdrawal Request

- 1) Submit a written withdrawal request, signed by an authorized representative of the firm.
- 2) Label and submit the withdrawal request using one of the following methods.

U.S. Mail or Hand Delivery	Email
Withdrawal RFQ 26-001-300 Division of Administrative Services Nicola Surridge 1001 I Street, 18th Floor Sacramento, CA 95814	Withdrawal RFQ 26-001-300 Division of Administrative Services Nicola Surridge ContractBidsGeneral@waterboards.ca.gov

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

c. Proposal Mistakes

If prior to proposal due date, a proposer discovers a mistake in their proposal that renders the proposer unable or unwilling to perform all scope of work services for the price/costs offered, the proposer must immediately notify the Water Boards and submit a written request to withdraw its proposal following the procedures set forth above.

d. Resubmitting a SOQ Package

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

3. Evaluation and Selection

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

a. SOQ Opening and Review

- 1) All SOQ packages properly received according to the RFQ instructions on or before the SOQ due date will be opened and reviewed.
- 2) A group of evaluators will convene to review each timely SOQ package to confirm its responsiveness to the RFQ requirements. Each SOQ package will be checked for the presence or absence of required information in conformance with the submission requirements of this RFQ.
- 3) If deemed necessary by the Water Boards, additional documentation may be collected to confirm the claims made by each firm and to ensure that each firm is responsive to all solicitation requirements.

- 4) SOQ packages that contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the firm, may be rejected.

b. Selection Procedures

The SOQ packages that meet the minimum qualification requirements will be evaluated and scored according to the criteria outlined below and further defined in the Evaluation Criteria and Score Sheet (Section R).

Criteria #	Evaluation Criteria	Maximum Points
1	Experience of the firm in performing services of a similar nature	60
2	Capabilities, experience, and education of personnel assigned to the project	40
3	Quality and relevance of recently completed or ongoing work	60
4	Knowledge and experience with regulations related to the project	80
5	Reliability and Availability	20
	References	126
	Maximum Points	386

At least three respondents with the highest totaled scores will be selected for the “short list”. These respondents will be invited for an interview and will be expected to provide an oral presentation regarding their firm’s services and qualifications.

Upon completion of all interviews and presentations, the respondents will be ranked in order of preference, e.g., 1, 2, 3, etc. The number one respondent will be asked to submit a Cost Proposal. The Water Boards staff will attempt to negotiate a fair and reasonable cost for services. In the event that a satisfactory cost agreement cannot be negotiated, staff will terminate negotiations with the respondent and begin negotiations with the next ranked respondent, and so on. After successful negotiations, a contract will be awarded and executed. The Water Boards reserves the right to terminate the selection proceedings at any time.

The Water Boards will mail or e-mail a written “Notice of Award” to all firms that submitted a SOQ package.

4. Disposition of SOQs

- a. All materials submitted in response to this RFQ will become the property of the Water Boards and, as such, are subject to the Public Records Act (GC Section 6250, et seq.). The Water Boards will disregard any language purporting to render all or portions of any SOQ package confidential.
- b. Upon making an Award, all documents submitted in response to this RFQ and all documents used in the selection process (e.g., review check lists, letters of award, etc.) will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and shall be subject to review by the public.
- c. The Water Boards may return a SOQ package to a firm at their request and expense after the Water Boards concludes the solicitation process.

5. Inspecting or Obtaining Copies of SOQ Packages

a. Who can Inspect or Copy Solicitation Materials

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

b. What can be Inspected / Copied and When

- 1) Once SOQ packages are opened, all solicitations, SOQ packages, respondents list, conference sign-in/attendance sheet, check lists and/or evaluation sheets become public records. These records shall be available for review, inspection and copying during normal business hours.

c. Inspecting or Obtaining Copies of Solicitation Materials

Persons wishing to view or inspect any solicitation related materials must identify the items they wish to inspect and must make an inspection appointment by contacting Nicola Surridge at ContractBidsGeneral@waterboards.ca.gov

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

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

Request for Copies - RFQ 26-001-300

Division of Administrative Services

Nicola Surridge

1001 I Street, 18th Floor

Sacramento, CA 95814

ContractBidsGeneral@waterboards.ca.gov

6. Verification of Firm Information

By submitting a SOQ package, respondents agree to authorize the Water Boards to:

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

7. Water Boards Rights

In addition to the rights discussed elsewhere in this RFQ, the Water Boards reserves the following rights.

a. RFQ Corrections

- 1) The Water Boards reserves the right to do any of the following up to the SOQ package submission deadline:
 - a) Modify any date or deadline appearing in this RFQ or the RFQ Time Schedule.
 - b) Issue clarification notices, addenda, alternate RFQ instructions, forms, etc.
 - c) Waive any RFQ requirement or instruction for all respondents if the Water Boards deems the requirement or instruction unnecessary, erroneous or unreasonable. If deemed necessary by the Water Boards, the Water Boards may also waive any RFQ requirement or instruction after the SOQ submission deadline.
 - d) Allow Respondents to submit questions about any RFQ change, correction or addenda. If the Water Boards allows such questions, specific instructions will appear in the cover letter accompanying the document.

- 2) If deemed necessary by the Water Boards to remedy an RFQ error or defect that is not detected in a timely manner, the Water Boards may also issue correction notices or waive any unnecessary, erroneous, or unreasonable RFQ requirement or instruction after the SOQ submission deadline.
- 3) If applicable, the Water Boards will post on the California's Online Marketplace at <https://www.caleprocure.ca.gov/pages/index.aspx> clarification notices or addenda. **Be sure to check this website often.**
- 4) The Water Boards at its sole discretion, reserves the right to collect, by mail, e-mail, fax or other method, the following omitted and/or additional information.
 - a) Signed copies of any form submitted without a signature.
 - b) Data or documentation omitted from any submitted RFQ attachment/form.
 - c) Information/material needed to clarify or confirm certifications or claims made by a firm.
 - d) Information/material or form needed to correct or remedy an immaterial defect in a SOQ package.

b. Immaterial SOQ Defects

- 1) The Water Boards may waive any immaterial defect in any SOQ package and allow the firm to remedy those defects. The Water Boards reserves the right to use its best judgment to determine what constitutes an immaterial deviation or defect.
- 2) The Water Boards' waiver of an immaterial defect in a SOQ package shall in no way modify this RFQ or excuse a firm from full compliance with all solicitation requirements.

c. Correction of Clerical or Mathematical Errors

The Water Boards reserves the right, at its sole discretion, to overlook, correct or require a Firm to remedy any obvious clerical errors on a SOQ form.

d. Right to Remedy Errors

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

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

e. No Contract Award or RFQ Cancellation

The issuance of this RFQ does not constitute a commitment by the Water Boards to award a contract. The Water Boards reserves the right to reject all SOQ packages and to cancel this RFQ if it is in the best interest of the Water Boards to do so.

M. Contract Terms and Conditions

The winning firm must enter an agreement that may contain the firm's budget, a scope of work, standard contract provisions, and one or more of the contract forms and/or exhibits in Section M. Sample Contract Forms / Exhibits. Other exhibits, not identified herein, may also appear in the resulting agreement.

The exhibits included in this RFQ contain contract terms that require strict adherence to various laws and contracting policies. A firm's unwillingness or inability to agree to the terms and conditions shown below or contained in any exhibit identified in this RFQ will cause the Water Boards to deem a firm non-responsible and ineligible for an award.

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

The Contractor shall begin work when the Agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the Water Boards, upon five (5) days written notice to the Contractor, reserves the right to terminate the Agreement.

All performance under the Agreement shall be completed on or before the termination date of the Agreement. In addition, the Contractor shall be liable to the Water Board for the difference between Contractor's bid price and the actual cost of performing work by another Contractor.

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

1. Resolution of Differences between RFQ and Contract Language

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

N. California Civil Rights Laws Certification

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

- a. CALIFORNIA CIVIL RIGHTS LAWS: For contracts over \$100,000 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
- b. EMPLOYER DISCRIMINATORY POLICIES: For contracts over \$100,000 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).

O. Health and Safety

Contractors are required to, at their own expense, comply with all applicable health and safety laws and regulations. Upon notice, Contractors are also required to comply with the state agency's specific health and safety requirements and policies. Contractors agree to include in any subcontract related to performance of this Agreement, a requirement that the subcontractor comply with all applicable health and safety laws and regulations, and upon notice, the state agency's specific health and safety requirements and policies

P. Executive Order N-6-22 – Russian Sanctions

The Contractor represents that the Contractor is not a target of economic sanctions imposed in response to Russia's actions in Ukraine imposed by the United States government or the State of California. The Contractor is required to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> and the sanctions identified on the United States Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). The Contractor is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Contractors with one or more agreements with the State of California with an aggregated value of Five Million Dollars (\$5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in termination of this Agreement.

For Contractors with an aggregated agreement value of Five Million Dollars (\$5,000,000) or more with the State of California, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:

- a. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;
- b. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and
- c. Direct support to the government and people of Ukraine.

Q. Generative Artificial Intelligence (GenAI) Requirements

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.

R. Evaluation and Scoring

1. Statement of Qualifications Scoring and Evaluation Criteria

Firm's Name: _____

Water Boards Reviewer Name (Printed/Typed): _____

Date Water Boards Reviewed: _____

Selection Procedures

SOQ submittals that meet the Minimum Qualification Requirements will be evaluated and scored according to the Evaluation Criteria in the SOQ Evaluation and Scoring Table below. Packages will be reviewed by a panel of State Water Board staff.

Scoring Methodology

Panel members will review each SOQ and assign points for each Category in the SOQ Evaluation and Scoring Table below using the scoring methodology assigned to each criterion.

Category 1 will have a weight of 3.0. Categories 2, 3, and 4 will have a weight of 2.0. Category 5 will have a weight of 1.0. The scores for each category will be multiplied by their respective weight to get a weighted score. The weighted scores will be totaled. At least three respondents with the highest totaled scores will be selected for the "short list". These respondents will be invited for an interview and will be expected to provide an oral presentation regarding their firm's services and qualifications.

Score Ranking Definitions are as follows:

0-1 Points: Criterion being scored is completely missing or cannot be reasonably addressed using the submitted information.

2-3 Points: Criterion being scored is only partially addressed, and more flaws or defects exist than content addressing criterion. Content addressing criteria lacks writing proficiency, is completely unreasonable, and lacks professional judgement included. Criterion is addressed in such a limited way that it results in a complete lack of confidence in the proposal.

4-6 Points: Criterion being scored is mostly addressed, but omissions, flaws, or defects exist that limit evaluation of the criterion. Content addressing criterion is not well-written, not reasonable, and does not demonstrate professional judgement. Evaluation of content addressing criterion results in low degree of confidence in the proposal.

7-8 Points: Criterion being scored is addressed. Any flaws or defects are inconsequential and acceptable. Content addressing criteria are passably written,

passably reasonable, and demonstrate passable professional judgement. Evaluation of content addressing criterion results in an acceptable degree of confidence in the proposal.

9-10 Points: Criterion being scored is fully addressed. Content(s) addressing criteria are very well-written, reasonable, and demonstrate best professional judgement. Content exceeds in providing a superior experience, a creative approach, or an exceptional solution. Evaluation of content addressing criteria results in the highest confidence in the proposal.

SOQ Evaluation and Scoring Table

Category #	Evaluation Criteria	(a) Score (0-10)	(b) Weight	(a) x (b) Weighted Score
1	Experience of the Firm in Performing Services of a Similar Nature			
1.1	Experience and background of the environmental services firm, and subcontractors (if being proposed for this project), in the preparation of CEQA documents, conducting environmental assessments of potential impacts to in-stream flow, biological resources, cultural resources, hydrology, and hydrologic modeling.		3.0	
1.2	Experience of the firm and subcontractors in conducting similar environmental studies in California streams and rivers.		3.0	
2	Capabilities, Experience, and Education of Personnel Assigned to the Project			
2.1	Professional experience and education, technical degrees and professional registrations.		2.0	

2.2	Training, skill, or experience with relevant federal and state laws and regulations, water rights, CEQA, fisheries, biology, hydrology, hydrologic modeling, water quality, ecology, geomorphology, resource/wildlife management, land use and planning, crop irrigation practices, conservation biology, soils, geology, climate, air quality, agricultural resources, recreational resources, aquatic and terrestrial resources, tribal engagement, and wetlands.		2.0	
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Category #	Evaluation Criteria	(a) Score (0-10)	(b) Weight	(a) x (b) Weighted Score
3	Quality and Relevance of Recently Completed or Ongoing Work			
3.1	Two (2) example work products that illustrate the nature and scope of CEQA projects and/or environmental studies completed within the past five (5) years that cover fisheries habitat studies, instream flow evaluations, hydrologic modeling and analysis.		2.0	
3.2	Two (2) examples of projects completed within the past five (5) years that demonstrate expertise in CEQA document preparation.		2.0	
3.3	Writing examples		2.0	
4	Knowledge and Experience with Regulations Related to the Project Demonstrated that the individuals (employees and subcontractors) assigned to work on this project have knowledge of and experience with the following:			

4.1	The California Water Code, California Code of Regulations, Fish and Game Code, Public Resources Code, Porter- Cologne Water Quality Control Act, CEQA, and related documents pertaining to water rights, fisheries protection, and environmental impacts considered under CEQA.		2.0	
4.2	The roles and responsibilities of other environmental and resource agencies (federal, state and local) as they relate to environmental impacts considered under CEQA.		2.0	
4.3	CEQA environmental review, evaluation, and document preparation.		2.0	
4.4	Scheduling and conducting public meetings in compliance with CEQA requirements, including collecting and responding to oral and written comments.		2.0	

Category #	Evaluation Criteria	(a) Score (0-10)	(b) Weight	(a) x (b) Weighted Score
5	Reliability and Availability			
5.1	Documented reliability and continuity of the firm's employees and subcontractors.		1.0	
5.2	Documented firm's ability to adequately plan workloads and its ability to meet schedules.		1.0	
	Total			
	Total Possible	130		260

REFERENCES

It is the Firm's responsibility to validate all references provided. The Water Board may contact the reference(s) and validate information submitted in Attachment 9, Reference Forms with the reference contact person listed. An SOQ that includes incomplete Reference Forms, or references that cannot validate the listed services, may be rejected in their entirety and deemed non-responsive.

Scoring Rubric Table		
Points Awarded	Interpretation	General Basis for Point Assignment
0	Inadequate	References share events that document the firm failing to address the requirements being scored or document the firm does not have experience related to the requirements. The omissions, flaws, or defects are significant and unacceptable.
1	Adequate-low	References share events that document the firm adequately meeting the requirements. Any omissions, flaws, or defects are slight and acceptable. Low = many slight defects Medium = some slight defects High = few slight defects
2	Adequate-medium	
3	Adequate-high	
4	Exceptional-low	References share events that document the firm fully address all requirements and describe firm's experience that exceeds the requirements for experience and expertise. No omissions, flaws, or defects exist. Low = few areas that exceed requirements Medium = some areas that exceed requirements High = many areas that exceed requirements
5	Exceptional-medium	
6	Exceptional-high	

Evaluation and Scoring Table					
Category #	Evaluation Criteria	Points Available	Reference 1	Reference 2	Reference 3
1.	Did this firm maintain clear and frequent communication and engagement throughout project deadlines?	6			
2.	Were deadlines met?	6			
3.	Did the project stay on budget?	6			
4.	Did this firm produce satisfactory work products?	6			
5.	Did this firm appropriately prepare for field work, meetings, interviews, and/or workshops?	6			
6.	Did this firm complete the project within the allowed budget and estimated specific timeline-provided prior to contract execution?	6			
7.	Would you hire the firm again?	6			
		42	___/42	___/42	___/42
Reference Check Total (Maximum Points Available: 126)			_____/126		

2. Interview Agenda, Questions, and Scoring

Contractor Name: _____

Date of interview: _____

Total Score: (40 points possible): _____

Signature of Evaluator: _____ Date: _____

Printed Name of Evaluator: _____

Checked by: _____ Date: _____

Interview Agenda

Water Board – Introductions; Review of format and timing	5 minutes
Contractor – Presentation/Prepared Questions	25 minutes
Contractor – Q&A	5 minutes
Water Board – Thank you	

Scoring

Please score each criterion and responses to questions in a range from **0 points (low) to 5 points (high), with 3 points being average**. Please write **notes** to explain your scores.

1. Contractor Presentation: (5 min.)

Score the overall presentation on a range from **0 points to 5 points**. The purpose of evaluating the presentation is to quantify the contractor's skills in presenting information outside of the prepared questions, as this is a key part of the Water Board/contractor relationship.

Contractor Presentation Score (out of 5 possible): _____

2. Interview Questions: (20 min.)

Score responses to each question on a range from **0 points to 5 points**.

i. Why do you want to work on CEQA projects with the Water Board?

Score (out of 5 possible): _____

ii. Give an example of a complex water right or hydroelectric relicensing process for which you performed CEQA and discuss how you managed public

participation and disputed interpretation of available information. Suggested Follow-up: How did you coordinate development of the document when a change in one section affected another?

Score (out of 5 possible): _____

- iii. Please discuss the roles and level of involvement of staff on your team. Follow-up: Who will be doing most of the work, aiding with specialty situations, conducting technical review, etc.? How will you manage the team?

Score (out of 5 possible): _____

- iv. How would your team react if a critical team member becomes unavailable for an extended time during the contracting period (whether due to illness, taking a new job, etc.), and how this might impact your ability to complete the project in the specified time frame?

Score (out of 5 possible): _____

- v. How would you address a conflict between your experts and Water Board staff on: (1) interpretation of data; (2) the scope of necessary review; (3) the suitability of a model for a particular impact; and (4) the correct answer to a public comment on a grey issue under CEQA?

Score (out of 5 possible): _____

- vi. Many water rights permitting projects encounter long processing timelines due to multiple factors including limited staff availability. Discuss your team's experience with revising draft documents after periods of processing dormancy, including promptness and quality of content in response to the client's requests.

Score (out of 5 possible): _____

- vii. Discuss your team's experience working with tribes on the development of CEQA documents or other similar efforts.

Score (out of 5 possible): _____

Interview Questions Total (out of 35 possible): _____

S. Required Attachments

**ATTACHMENT 1
LETTER OF INTEREST**

NO FORM ATTACHED; RESPONDENT PROVIDES COPY.

This is a placeholder for Letter of Interest, please label the document, "Attachment 1: Letter of Interest," and submit with the Statement of Qualifications (SOQ) package.

ATTACHMENT 2
LICENSES OF ENGINEERS AND GEOLOGISTS

NO FORM ATTACHED; RESPONDENT PROVIDES COPY.

This is a placeholder for Licenses of all state or federal licensed professional engineers and geologists that will be part of the consultant team. Please label the document, "Attachment 2: Licenses of Engineers and Geologists" and submit with Statement of Qualifications (SOQ) package.

**ATTACHMENT 3
FEDERAL FORM 330**

NO FORM ATTACHED; RESPONDENT PROVIDES COPY.

This is a placeholder for the Architect Engineer Qualifications, Form 330. Respondents must complete the form for the bidder and any proposed subcontractors and submit with Statement of Qualifications (SOQ) package.

Download at: <https://www.gsa.gov/forms-library/architect-engineer-qualifications>

ATTACHMENT 4
WRITTEN STATEMENT OF FIRM'S QUALIFICATIONS (SOQ)

NO FORM ATTACHED; RESPONDENT PROVIDES COPY.

This is a placeholder for Written Statement of the Firm's Qualifications (SOQ), please label the document, "Attachment 4: Statement of Firm's Qualifications" and submit with Statement of Qualifications (SOQ) package.

ATTACHMENT 5
RESUMES

THIS PAGE IS A PLACEHOLDER FOR RESUMES.

Resumes are required for Key Personnel. Individual resumes must be no more than two (2) pages in length, and no more than twenty (20) resumes may be included in the submittal.

ATTACHMENT 6

CCC 04/2017

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

ATTACHMENT 6

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

ATTACHMENT 6

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

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

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

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

ATTACHMENT 6

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

(Revision Date 10-2021)

PLEASE READ THE REQUIREMENTS AND INSTRUCTIONS CAREFULLY BEFORE YOU BEGIN.

AUTHORITY

The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.61 et seq.

DVBE PARTICIPATION

The minimum percentage of DVBE participation is **3%** for this solicitation *unless* another percentage is specified in the solicitation, or the solicitation is exempt from DVBE participation.

DVBE INCENTIVE

An incentive will be given to bidders who provide DVBE participation, *unless* stated elsewhere in the solicitation the DVBE Incentive has been exempted.

INTRODUCTION

The bidder must complete the identified form(s) and fully document that the mandatory minimum percent of DVBE participation will be met in order to comply with this solicitation's DVBE program requirement or the bid may be considered non-responsive.

Information submitted by the Bidder to comply with this solicitation's DVBE requirements will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by 2 CCR §1896.91. Contractors found to be in violation of these provisions may be subject to suspension from doing business with the State of California, contract termination, civil penalties, and loss of State certifications.

Only State of California, Office of Small Business and DVBE Services (OSDS), certified Disabled Veteran Business Enterprises (hereafter called "DVBE") who will perform a commercially useful function (CUF) shall be used to satisfy the DVBE requirements. The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of §1896.81, is certified in accordance with §1896.84, and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function as required in MVC §999(B). Bidders must verify each DVBE subcontractor's certification status with OSDS to ensure DVBE participation eligibility prior to submitting bids. A DVBE that is not certified at the time of award or does not meet and maintain certification cannot count towards an awarding department's 3-percent goal. {MVC §999.5(c)}

COMMERCIALLY USEFUL FUNCTION DEFINITION

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:

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

(Revision Date 10-2021)

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

DVBE SUBSTITUTION

Bidders must use the DVBE subcontractors or suppliers proposed in the bid. Any substitutions must be requested in writing to the awarding department and approved by both the awarding department and OSDS in writing prior to the commencement of any work by the proposed DVBE. The substitution must be to perform the same work and shall maintain the minimum level of DVBE participation stated in original bid. {MVC §999.5(g)}

DVBE SUBCONTRACTOR REPORTING

Bidders awarded a contract with a commitment to use DVBE subcontractors must certify, upon completion of contract, that all payments have been made to the DVBE subcontractors by submitting the Prime Contractor's - DVBE Subcontracting Report (STD 817). For such contracts awarded on or after January 1, 2021, the department will withhold \$10,000 from the final payment, or the full payment if the final payment is less than \$10,000 from prime contractors, until the complete and accurate STD 817 is received. Failure to submit this certification after given the opportunity to cure, will result in the department permanently deducting \$10,000 from the final payment or the full payment if less than \$10,000. {MVC §999.7}

Prime contractor shall provide proof of payments made to DVBE subcontractors at the request of the department. The department shall keep all information provided by the prime contractor regarding the DVBE program requirements in the procurement file for six years. {MVC §999.55}

PLEASE READ ALL INSTRUCTIONS CAREFULLY

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

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

PARTICIPATION COMMITMENT

Bidders must commit to meet or exceed the DVBE participation requirement in this solicitation by either Method A1 (bidder is a California certified DVBE) or A2 (bidder is not a California certified DVBE). Bidders must document DVBE participation commitment by completing and submitting all forms and documentation necessary to support meeting CUF. Forms include the Bidder Declaration (DGS PD-05-105) and (DGS PD 843) DVBE Declarations located elsewhere in the solicitation, the Confirmation Letter/Form as described below, and any other requested documentation. Failure to complete and submit the required form(s) as instructed will render the bid non-responsive.

METHOD A1. CERTIFIED DVBE BIDDER:

- a. Commit to perform the participation goal percentage of the contract bid amount with its own resources or in combination with another DVBE(s).
- b. Document DVBE participation on the Bidder Declaration DGS PD-05-105 for the Prime and all subcontractors (any person, firm, corporation that will participate in fulfilling any part of the contract.).
- c. Submit a written Confirmation Letter/Form from each DVBE subcontractor identified on the

ATTACHMENT 7

CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)

PROGRAM REQUIREMENTS

(Revision Date 10-2021)

Bidder Declaration. The written confirmation must include the solicitation number and be signed by the Bidder and the DVBE subcontractor(s). The written confirmation shall include, but is not limited to, the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment and total amount to be paid to the DVBE. Failure to submit signed confirmations with the bid may render the bid non-responsive. If further verification is necessary, the State will obtain additional information to verify compliance with the above requirements.

- d. DGS PD 843 DVBE Declarations form for all DVBE participants (prime or sub).

METHOD A2. NON-DVBE BIDDER:

- a. Commit to using DVBE(s) to perform the participation goal percentage of the contract bid amount.
- b. Document DVBE participation on the Bidder Declaration DGS PD-05-105.
- c. Submit a written Confirmation Letter/Form from each DVBE subcontractor identified on the Bidder Declaration. The written confirmation must include the solicitation number and be signed by the Bidder and the DVBE subcontractor(s). The written confirmation shall include, but is not limited to, the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment and total amount to be paid to the DVBE. Failure to submit signed confirmations with the bid may render the bid non-responsive. If further verification is necessary, the State will obtain additional information to verify compliance with the above requirements.
- d. DGS PD 843 DVBE Declarations form for all DVBE participants.

DVBE BID INCENTIVE

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

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

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

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

(Revision Date 10-2021)

RESOURCES AND INFORMATION TO LOCATE DVBE SUPPLIERS**AWARDING DEPARTMENT**

For questions regarding bid documentation requirements, **contact the contracting official at the awarding department for this solicitation.** The contracting official may be able to provide information regarding any DVBE suppliers who may have identified themselves as potential subcontractors and to obtain suggestions for search criteria to possibly identify DVBE suppliers for the solicitation. These referral organizations provide services for a fee. To obtain a list of referral organizations, please select:

[DVBE Focus-Trade Paper Listing](#)

[DVBE Referral Organizations Listing](#)

DGS-PD OFFICE OF SMALL BUSINESS AND DVBE SERVICES (OSDS)

The department's Small Business (SB/DVBE) Advocate can also provide assistance with identifying DVBEs. For a directory of SB/DVBE Advocates for each department go to: [SB/DVBE Advocates Directory](#).

For assistance with this directory, contact Department of General Services, Procurement Division (DGS-PD), SB/DVBE Advocate at 916-375-4940 or Advocate@dgs.ca.gov.

For assistance with SB/DVBE Search, Certification Applications and Information, Certification Information, Certification Status or Concerns and General DVBE Program Info you may use any of the following methods:

From 8 am-5pm Monday-Friday: Call OSDS at (916) 375-4940 or visit the Website: [SB/DVBE Certification](#) or E-mail: OSDSHelp@dgs.ca.gov.

DGS PD E-PROCUREMENT

Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), online certified firm database at www.caleprocure.ca.gov. To begin your search, click on "Quicklinks" and then click on "[Find Certified Firms \(SB/DVBE\)](#)." Search by one "Keyword" or "United Nations Standard Products and Services Code" (UNSPSC) at a time that apply to the elements of work you want to subcontract.

Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: www.caleprocure.ca.gov then click on Find Public Procurement Information. For questions regarding the CSCR, please call 916-375-2000 or send an email to eprocure@dgs.ca.gov.

For eProcurement Training Modules including the Small Business SB/DVBE Search, click on "Help" then on the question "Is training available?" and then click Access Training.

FEDERAL

Search the U.S. Small Business Administration's (SBA) System For Award Management (www.SAM.gov) on-line database to identify potential DVBEs. First time users should click on the "Search" for detailed instructions. Remember to verify each firm's status as a *California* certified DVBE.

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

DGS PD 843 (Rev. 9/2019)

Formerly STD. 843

ATTACHMENT 7 (B)

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 ____

PRINT**CLEAR**

ATTACHMENT 8

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** ☐ (If "None," go to Item #2)
- 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 _____

Prime Contractor Sign here: _____ Date _____ Subcontractor Sign here: _____ Date _____

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.eprocure.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 9
REFERENCE FORM (1)

REFERENCE 1

FIRM NAME: _____

The Firm above listed you as a reference and requests you to complete this Customer Reference form.

Please complete this form as follows:

Step 1: Firm completes Table 1.

Step 2: Reference completes Table 2, Brief Description of Service Provided

Step 3: Reference completes Table 4 by utilizing the description of ratings provided in Table 3 for each Performance and Ability Statement listed in Table 4.

Step 4: At the bottom of the page, **print your name, your company's name, then sign and date.**

Step 5: Return the completed Customer Reference form to Firm.

TABLE 1 – Reference Information	
Reference Name:	
Reference Company Name:	
Reference Company Address:	
Reference Phone Number:	
Reference E-mail Address:	

**ATTACHMENT 9
REFERENCE FORM (1)**

TABLE 2 – Brief Description of Service Provided
QUESTION 1: Please provide the dates or period of performance of these services
QUESTION 2: Please provide a brief description of the services

TABLE 3 – Descriptions of Rating Values		
Rating Value	Interpretation	General Basis for Point Assignment
0	Inadequate	Firm failed to address the requirement being scored or firm did not have experience related to the requirements. The omissions, flaws, or defects are significant and unacceptable.
1	Adequate-low	The firm adequately met the requirements. Any omissions, flaws, or defects are slight and acceptable. Low = many slight defects Medium = some slight defects High = few slight defects
2	Adequate-medium	
3	Adequate-high	

ATTACHMENT 9
REFERENCE FORM (1)

4	Exceptional-low	The firm fully addressed all requirements and the firm's experience exceeded the requirements for experience and expertise. No omissions, flaws, or defects exist. Low = few areas that exceed requirements Medium = some areas that exceed requirements High = many areas that exceed requirements
5	Exceptional-medium	
6	Exceptional-high	

TABLE 4 – Vendor Performance and Ability Assessment	
<i>The Reference shall rate the Firm's performance and abilities by entering a rating value (in Column 2) for each corresponding Performance and Ability Statement (listed in Column 1).</i>	
Performance and Ability Statements	Enter Rating Value from Table 3:
Did this firm maintain clear and frequent communication and engagement throughout project deadlines?	/ 6
Were deadlines met?	/ 6
Did the project stay on budget?	/ 6
Did this firm produce satisfactory work products?	/ 6
Did this firm appropriately prepare for field work, meetings, interviews, and/or workshops?	/ 6
Did this firm complete the project within the allowed budget and estimated specific timeline-provided prior to contract execution?	/ 6
Would you hire the firm again?	/ 6
Total Score:	/ 42

ATTACHMENT 9
REFERENCE FORM (1)

By signing this form, the reference is certifying that all information provided on this form is correct.

Reference Company/Firm (print)	Date
Reference Name (print)	Reference Signature

ATTACHMENT 9
REFERENCE FORM (2)

REFERENCE 2

FIRM NAME: _____

The Firm above listed you as a reference and requests you to complete this Customer Reference form.

Please complete this form as follows:

Step 1: Firm completes Table 1.

Step 2: Reference completes Table 2, Brief Description of Service Provided

Step 3: Reference completes Table 4 by utilizing the description of ratings provided in Table 3 for each Performance and Ability Statement listed in Table 4.

Step 4: At the bottom of the page, **print your name, your company's name, then sign and date.**

Step 5: Return the completed Customer Reference form to Firm.

TABLE 1 – Reference Information	
Reference Name:	
Reference Company Name:	
Reference Company Address:	
Reference Phone Number:	
Reference E-mail Address:	

ATTACHMENT 9
REFERENCE FORM (2)

TABLE 2 – Brief Description of Service Provided
QUESTION 1: Please provide the dates or period of performance of these services
QUESTION 2: Please provide a brief description of the services

TABLE 3 – Descriptions of Rating Values		
Rating Value	Interpretation	General Basis for Point Assignment
0	Inadequate	Firm failed to address the requirement being scored or firm did not have experience related to the requirements. The omissions, flaws, or defects are significant and unacceptable.
1	Adequate-low	The firm adequately met the requirements. Any omissions, flaws, or defects are slight and acceptable. Low = many slight defects Medium = some slight defects High = few slight defects
2	Adequate-medium	
3	Adequate-high	

ATTACHMENT 9
REFERENCE FORM (2)

4	Exceptional-low	The firm fully addressed all requirements and the firm's experience exceeded the requirements for experience and expertise. No omissions, flaws, or defects exist. Low = few areas that exceed requirements Medium = some areas that exceed requirements High = many areas that exceed requirements
5	Exceptional-medium	
6	Exceptional-high	

TABLE 4 – Vendor Performance and Ability Assessment	
<i>The Reference shall rate the Firm's performance and abilities by entering a rating value (in Column 2) for each corresponding Performance and Ability Statement (listed in Column 1).</i>	
Performance and Ability Statements	Enter Rating Value from Table 3:
Did this firm maintain clear and frequent communication and engagement throughout project deadlines?	/ 6
Were deadlines met?	/ 6
Did the project stay on budget?	/ 6
Did this firm produce satisfactory work products?	/ 6
Did this firm appropriately prepare for field work, meetings, interviews, and/or workshops?	/ 6
Did this firm complete the project within the allowed budget and estimated specific timeline-provided prior to contract execution?	/ 6
Would you hire the firm again?	/ 6
Total Score:	/ 42

ATTACHMENT 9
REFERENCE FORM (2)

By signing this form, the reference is certifying that all information provided on this form is correct.

Reference Company/Firm (print)

Date

Reference Name (print)

Reference Signature

ATTACHMENT 9
REFERENCE FORM (3)

REFERENCE 3

FIRM NAME: _____

The Firm above listed you as a reference and requests you to complete this Customer Reference form.

Please complete this form as follows:

Step 1: Firm completes Table 1.

Step 2: Reference completes Table 2, Brief Description of Service Provided

Step 3: Reference completes Table 4 by utilizing the description of ratings provided in Table 3 for each Performance and Ability Statement listed in Table 4.

Step 4: At the bottom of the page, **print your name, your company's name, then sign and date.**

Step 5: Return the completed Customer Reference form to Firm.

TABLE 1 – Reference Information	
Reference Name:	
Reference Company Name:	
Reference Company Address:	
Reference Phone Number:	
Reference E-mail Address:	

ATTACHMENT 9
REFERENCE FORM (3)

TABLE 2 – Brief Description of Service Provided
QUESTION 1: Please provide the dates or period of performance of these services
QUESTION 2: Please provide a brief description of the services

TABLE 3 – Descriptions of Rating Values		
Rating Value	Interpretation	General Basis for Point Assignment
0	Inadequate	Firm failed to address the requirement being scored or firm did not have experience related to the requirements. The omissions, flaws, or defects are significant and unacceptable.
1	Adequate-low	The firm adequately met the requirements. Any omissions, flaws, or defects are slight and acceptable. Low = many slight defects Medium = some slight defects High = few slight defects
2	Adequate-medium	
3	Adequate-high	

ATTACHMENT 9
REFERENCE FORM (3)

4	Exceptional-low	The firm fully addressed all requirements and the firm's experience exceeded the requirements for experience and expertise. No omissions, flaws, or defects exist. Low = few areas that exceed requirements Medium = some areas that exceed requirements High = many areas that exceed requirements
5	Exceptional-medium	
6	Exceptional-high	

TABLE 4 – Vendor Performance and Ability Assessment	
<i>The Reference shall rate the Firm's performance and abilities by entering a rating value (in Column 2) for each corresponding Performance and Ability Statement (listed in Column 1).</i>	
Performance and Ability Statements	Enter Rating Value from Table 3:
Did this firm maintain clear and frequent communication and engagement throughout project deadlines?	/ 6
Were deadlines met?	/ 6
Did the project stay on budget?	/ 6
Did this firm produce satisfactory work products?	/ 6
Did this firm appropriately prepare for field work, meetings, interviews, and/or workshops?	/ 6
Did this firm complete the project within the allowed budget and estimated specific timeline-provided prior to contract execution?	/ 6
Would you hire the firm again?	/ 6
Total Score:	/ 42

ATTACHMENT 9
REFERENCE FORM (3)

By signing this form, the reference is certifying that all information provided on this form is correct.

Reference Company/Firm (print)

Date

Reference Name (print)

Reference Signature

DARFUR CONTRACTING ACT ATTACHMENT

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 complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

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

OR

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

CERTIFICATION For # 3.

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 in # 3. This certification is made under the laws of the State of California.

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

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

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

[Print Form](#)[Reset Form](#)**Section 1 – Payee Information****NAME** (This is required. Do not leave this line blank. Must match the payee's federal tax return)**BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME** (If different from above)**MAILING ADDRESS** (number, street, apt. or suite no.) (See instructions on Page 2)**CITY, STATE, ZIP CODE****E-MAIL ADDRESS****Section 2 – Entity Type****Check one (1) box only that matches the entity type of the Payee listed in Section 1 above.** (See instructions on page 2)☐ **SOLE PROPRIETOR / INDIVIDUAL**☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*☐ **PARTNERSHIP**☐ **ESTATE OR TRUST****CORPORATION** (see instructions on page 2)☐ **MEDICAL** (e.g., dentistry, chiropractic, etc.)☐ **LEGAL** (e.g., attorney services)☐ **EXEMPT** (e.g., nonprofit)☐ **ALL OTHERS****Section 3 – Tax Identification Number**Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the **sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the **sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

_____ - _____ - _____

OR**Federal Employer Identification Number (FEIN)**

_____ - _____ - _____

Section 4 – Payee Residency Status (See instructions)☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.☐ No services performed in California☐ Copy of Franchise Tax Board waiver of state withholding is attached.**Section 5 – Certification*****I hereby certify under penalty of perjury that the information provided on this document is true and correct.******Should my residency status change, I will promptly notify the state agency below.*****NAME OF AUTHORIZED PAYEE REPRESENTATIVE****TITLE****E-MAIL ADDRESS****SIGNATURE****DATE****TELEPHONE** (include area code)**Section 6 – Paying State Agency****Please return completed form to:****STATE AGENCY/DEPARTMENT OFFICE****UNIT/SECTION****MAILING ADDRESS****FAX****TELEPHONE** (include area code)**CITY****STATE****ZIP CODE****E-MAIL ADDRESS**

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status**Are you a California resident or nonresident?**

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900

E-mail address: wscs.gen@ftb.ca.gov

For hearing impaired with TDD, call: 1-800-822-6268

Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

ATTACHMENT 12
CERTIFICATION OF COMMERCIALY USEFUL FUNCTION (CUF)

By signing on the line below, bidder certifies that if they are a Small Business (SB) or Disabled Veteran Business Enterprise (DVBE), or if any subcontractor they have identified as a SB or a DVBE to perform work under this Agreement is responsible for the execution of a distinct element of the work outlined in the Agreement, and carry out their obligation by actually performing, managing, or supervising the work involved in this Agreement. Bidder certifies that any subcontractors selected shall conduct only the services and functions that are normal for its business. Bidder certifies that any subcontractors selected shall be responsible in respect to products, inventories, materials, and any supplies required for the Contract, and for negotiating price, determining quality (and quantity), ordering, installing (if applicable), and making payments. Bidder certifies that they as a SB or the selected subcontractors are not extra participants in the transaction, Agreement, or project through which funds are passed in order to obtain the appearance of SB/DVBE participation. Additionally, bidder shall not further subcontract a portion of the work that is greater than expected by normal industry practices.

(AUTHORIZED PERSON SIGN NAME HERE)

(DATE)

(AUTHORIZED PERSON PRINT NAME HERE)

(DATE)

ATTACHMENT 13
BUSINESS LICENSE / BUSINESS OPERATION TAX CERTIFICATE

NO FORM ATTACHED; RESPONDENT PROVIDES COPY.

This is a placeholder for the Business License / Business Operation Tax Certificate.
Respondents must provide copies.

ATTACHMENT 14
TARGET AREA CONTRACT PREFERENCE ACT (TACPA)

1. Is your company/firm claiming a TACPA Preference for this solicitation? (Note: If selecting "yes", please submit attachments 14, 14A and 14B with your bid response package.)

☐ Yes ☐ No ☐ N/A

If selecting yes above, bidder agrees to include the following contract language/requirements in Exhibit D: Special Terms and Conditions of the Contract:

Target Area Contract Preference Act (TACPA) Requirements

- A. Contractor or vendor agrees to comply with the requirements of the Target Area Contract Preference Act (Government Code Section 4530, et seq.) and attendant rules and regulations. (Title 2, California Administrative Code, Section 1896.30, et seq.)
- B. Contractor or vendor agrees that the state contracting agency, or its delegee, will have the right to inspect its facilities and operations and to inspect, review, obtain, and copy all records pertaining to performance of the contract or compliance with the requirements of the Act and attendant rules and regulations. Contractor or vendor further agrees that such records shall be maintained for a period of three (3) years after final payment under the contract.
- C. Contractor or vendor agrees with respect to a certification to hire persons with high risk of unemployment, to:
 - 1) Act in good faith for the purpose of maintaining such persons as employees for the duration of contract performance; and
 - 2) To make a reasonable effort to replace such persons, who for any reason permanently cease to be on the payroll, with other persons with high risk of unemployment; and
 - 3) To promptly report to the state contracting agency and thereafter confirm in writing within seven (7) days the names of any such persons who have been terminated or absent from work for more than three (3) consecutive work days and to communicate the reasons for the termination or absence. The contractor or vendor agrees under such circumstances to consult with the state contracting agency and the Employment Development Department with respect to replacement of such persons.

**ATTACHMENT 14A
STD 830 (TACPA FORM)**

This page is a placeholder for the bidder's [STD 830 Form](#), if applicable. The STD 830 form is N/A for bidders not claiming the TACPA preference for this solicitation. If applicable, please submit a completed STD 830 Form, and label this document "Attachment 14A, STD 830 Form"

ATTACHMENT 14B
FORM DGS PD526— BIDDER'S SUMMARY

This page is a placeholder for the bidder's [DGS PD 526](#), if applicable. The DGS PD 526 form is N/A for bidders not claiming the TACPA preference for this solicitation. If applicable, please submit a completed DGS PD 526 Form, and label this document "Attachment 14B, Form DGS PD526—Bidder's Summary"

ATTACHMENT 15

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 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	

T. Sample Contract Forms / Exhibits

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

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

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 a part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, 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. Service Overview

This Agreement is the result of a competitive solicitation. The solicitation and the Contractor's response are incorporated by reference and made part of this Agreement.

The Contractor shall provide research and analysis to assist the State Water Resources Control Board (Water Board) in furthering its responsibilities as a Lead Agency under the California Environmental Quality Act (CEQA). The Contractor shall assist with the preparation and processing of the required environmental documents. This may include development of environmental documents including supplemental, revised, or re-circulated documents, or addenda due to changes or revisions in the project scope, preparation of special studies needed to support the environmental documents and/or project descriptions, preparation of responses to comments and consultations on environmental documents, and in assisting the Water Board in the event of litigation challenging the environmental documents.

2. Project Representatives

A. The project representatives during the term of this Agreement will be:

State Water Resources Control Board	Contractor: TBD
Attention: TBD	Attention:
Address: State Water Resources Control Board Division of Water Rights P.O. Box 2000 Sacramento, CA 95812-2000	Address:
Phone:	Phone:
Email:	Email: TBD

B. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an Amendment to this Agreement.

3. Term/Period of Performance

The period of performance for this Agreement shall be as identified on the Agreement (STD 213). "Start Date" identifies when services may begin and "Through End Date" identifies when services must be completed.

The State reserves the right to amend the contract to add additional time, tasks, and

EXHIBIT A SCOPE OF WORK

budget. If the Contract Manager and Contractor determine a change in the Agreement is necessary during performance of the Agreement, the parties may amend the Agreement, by mutual consent, in writing, and make a reasonable adjustment in the Contractor's compensation, if needed.

The Contractor shall not be authorized to deliver or commence the performance of services as described in this Exhibit until written approval has been obtained from all entities. Any delivery or performance of service that is commenced prior to the signing of this Agreement or after the term of this Agreement has passed shall be considered voluntary on the part of the Contractor and non-compensable.

4. Background

- A. The Water Board is the only administrative agency in California with authority over water rights and water quality. The Water Board administers its authority through both water rights and water quality programs pursuant to Division 2 of the Water Code and Division 3 of the California Code of Regulations, title 23. Through its water rights and water quality policies and actions, the Water Board influences and controls water supply activities.
- B. Pursuant to Public Resources Code section 21000 et seq., CEQA requires that the Water Board, as Lead Agency, consider and disclose to the public the environmental implications of Water Board actions. CEQA also requires the Water Board to identify ways to avoid or reduce potential environmental damage. Typically, review of water rights projects is initiated by submittal of an application or a petition. The Water Board conducts a preliminary review, including an evaluation of baseline conditions, to determine if the project is subject to CEQA. Upon establishment of the baseline and the determination that the project is subject to CEQA, the Water Board typically completes an Initial Study for the purpose of determining if a project may have a significant effect on the environment. Once the Initial Study, if initiated, is complete, the Water Board may choose to prepare a negative declaration, a mitigated negative declaration, or an environmental impact report (EIR). The Water Board may also serve as the CEQA Lead Agency and follow a similar course when processing applications for water quality certifications under Section 401 of the federal Clean Water Act.
- C. Water right projects and water quality certification projects processed by the Water Board that are to be carried out by other entities are subject to cost recovery under California Code of Regulations, title 14, section 15045, subdivision (a). In many cases, an applicant/petitioner hires a consultant with a particular expertise to complete the required studies or reports. In these cases, the Water Board enters into a memorandum of understanding (MOU) with the applicant/petitioner and the consultant. Under the MOU, the Water Board directs the consultant in conducting the environmental analysis and preparing environmental documents under the statutes and regulations implementing CEQA. Under the MOU, the consultant reports directly to the Water Board. As the CEQA Lead Agency, the Water Board

EXHIBIT A SCOPE OF WORK

has the sole responsibility for determining the adequacy of any written material or testimony prepared or submitted by the consultant. Once the Water Board determines that the studies or reports are adequate, the CEQA document is prepared and circulated for public review. California Code of Regulations, title 14, section 15084 allows the Water Board to contract directly with a consultant for preparation of CEQA documents, or to use an MOU process, among other options.

- D. Often, a negative declaration or mitigated negative declaration is prepared and adequately addresses the environmental impacts and any required mitigation measures for the project. In some cases, the Water Board determines that an EIR is required.

5. Scope and Objectives

- A. The objective of this Agreement is to allow the Water Board to work directly with the Contractor to develop and synthesize information needed to support evaluation of surface water projects (e.g., water rights projects, new or existing hydropower project pursuing licensing by the Federal Energy Regulatory Commission) by the Water Board by providing the following:

1. A project description and environmental setting;
2. Identification and evaluation of potential environmental effects of the project, including the development of reports that evaluate potential significant impacts; and
3. Identification of mitigation measures, project modifications, and/or project alternatives to address potentially significant effects.

Upon the needs of the Water Board, the Contractor may also: (1) provide related support documentation for the environmental review process; (2) assist directly or indirectly in the preparation of special studies needed to support the environmental document and/or project description; (3) assist in developing and analyzing feasible alternatives and mitigation measures; (4) assist in preparation of a mitigation monitoring plan; (5) assisting with tribal consultation in accordance with Assembly Bill 52 (Gatto, Statutes 2014, Chapter 532); and (6) provide modeling and geographical information system (GIS) support and development necessary for evaluating projects. The Contractor may also provide other professional environmental services normally and logically associated with the development of environmental documents, including but not limited to the following: (1) participate in activities related to the circulation of documents by the State Clearinghouse; (2) assist in organizing and facilitating consultations with responsible and trustee agencies, protestants, and interested parties; and (3) prepare project related agendas, progress reports, and bulletins. The Contractor shall also assist in preparation of responses to agency and public comments received on draft and final environmental documents, and assist the State Water Board in the event of

EXHIBIT A SCOPE OF WORK

litigation challenging the environmental documents.

6. Services to be Performed

- A. Depending on the status of project analysis and the needs of the Water Board upon initiation of Contractor consultation, some of the tasks identified below may not be required of the Contractor and/or the Contractor may be asked to further develop or refine work products already generated by the Water Board or other consultants.
- B. The Contractor is advised that many of the tasks contained in this Scope of Work may be completed concurrently. Information from some of the tasks may require the Contractor to review or revise work completed in other steps.
- C. The Contractor shall ensure all public Deliverables developed under this contract comply with the current web accessibility standards required by California Government Code section 11546.7, which at the time of this Agreement are the Web Content Accessibility Guidelines (WCAG) 2.2¹
- D. Unless otherwise specified, all deliverables required under this Agreement shall be prepared and submitted in the following sequence:
 - 1. First Draft. The Contractor shall submit a First Draft deliverable to the Water Board for review and comment. The First Draft shall be complete and internally quality controlled prior to submittal.
 - 2. Revised Draft. Upon receipt of consolidated Water Board comments, the Contractor shall revise the First Draft to address all comments and shall submit a Revised Draft identifying how comments were incorporated, if requested by the Water Board.
 - 3. Final Deliverable. Following resolution of comments on the Revised Draft, the Contractor shall submit a Final deliverable incorporating all directed revisions. The Final deliverable shall be suitable for public release, circulation, or consideration by the Water Board, as applicable.
 - 4. The Contractor shall not circulate, publish, or distribute any draft or final document without prior written authorization from the Water Board Contract Manager

Task 1. Project Management and Administration

- 1.1 The Contractor shall provide all technical and administrative services as needed for Agreement completion; the Contractor shall monitor, supervise, and review all work performed; and coordinate budgeting and scheduling to ensure that the Agreement is completed within budget, on schedule, and in accordance with approved procedures and applicable laws and regulations.
- 1.2 The Contractor shall ensure Agreement requirements are met through

¹ The State of California Accessibility Guidelines is available here: <https://www.ca.gov/legal/accessibility/>

EXHIBIT A SCOPE OF WORK

completion of monthly written progress reports submitted to the Water Board Contract Manager via e-mail by dates specified in Section 7, Schedule of Completion Dates and through regular communication with the Water Board Contract Manager. The progress reports shall describe activities undertaken and accomplishments of each task during the month, milestones achieved, and any problems encountered in the performance of the work under this Agreement. The description of activities and accomplishments of each task during the month shall be in sufficient detail to provide a basis for payment of invoices and shall be translated into both hours worked under each consultant staff category for the purpose of calculating invoice amounts and the percentage of task work completed for the purpose of estimating the cost and time of remaining services for the project.

- 1.3 Prior to performing any work for a specific project, the Contractor shall develop a project work plan that clearly defines the work to be performed and provide a schedule for completion of the various required tasks. The project work plan shall include a description of the tasks which may include the following items:
 - a. identification of the scope of the analysis to evaluate the potential direct, indirect, and cumulative impacts to the resource areas required to be analyzed under CEQA;
 - b. review of existing environmental documents (e.g., National Environmental Policy Act) and studies associated with the project and an assessment of the extent to which they may be used to inform the CEQA document for the project;
 - c. identification of the specific environmental studies to be performed;
 - d. a schedule of specific tasks to be performed in order to carry out the required analysis and studies;
 - e. a list of permits required to construct and implement the project;
 - f. a schedule for consultation with California Department of Fish and Wildlife, the National Marine Fisheries Service, and/or any other local, state, or federal agency from whom an environmental approval may be required.

Upon determination of a project for which the Contractor shall perform work, the Contractor shall submit a Preliminary Work Plan to the Water Board Contract Manager for approval. Upon approval of the Preliminary Work Plan by the Water Board Contract Manager, the Contractor shall submit a Final Work Plan to the Water Board Contract Manager and begin work outlined in the Final Work Plan. All work plans will be submitted to the Water Board Contract Manager by the dates specified in Section 7, Schedule of Completion Dates. The Water Board reserves the right to change work from

EXHIBIT A SCOPE OF WORK

that originally identified in any work plan. Such changes may be necessitated by the need for new or additional information or by the discovery of additional environmental issues during the course of the environmental analysis, or in the event that the Water Board requests assistance with litigation related to the environmental documents produced.

- 1.4 The Contractor shall not employ any person who holds or has held an interest in the project or any other proposed project of the applicant requiring approval by the Water Board, without the prior written consent of the Water Board Contract Manager. The Contractor shall execute the Disclosure Statement attached here to as Exhibit E.

Task 1 Deliverables:

- a. Progress Reports,
- b. Preliminary Work Plan
- c. Final Work Plan
- d. Disclosure Statement(s)

Task 2. Project Description

- 2.1 If requested by the Water Board, the Contractor shall prepare a project description that includes an environmental setting and baseline description that clearly describes the physical environmental conditions that existed at the time the Water Board commenced environmental review for the project. In some cases, the Water Board begins the environmental review process when an application or petition is filed. In most cases, the environmental setting will constitute the baseline conditions from which environmental effects are evaluated pursuant to CEQA. If certain aspects of the proposed project existed in their current configuration prior to the time the application was filed, the Contractor shall use supporting evidence (e.g., water diversion records, aerial photographs, environmental information, or any other information that verifies the baseline condition) to define the project's status under CEQA.

Task 2 Deliverable: Project Description

Task 3. Assessment of Aquatic Impacts

- 3.1 If requested by the Water Board, the Contractor shall prepare, update, or modify analyses that consider the direct, indirect, and cumulative effects of water diversions, or other Project operations, on instream flows. Where potentially significant impacts are identified, the Contractor shall identify and recommend mitigation measures or project modifications to address those impacts.

Task 3 Deliverable: Assessment of Aquatic Impacts

EXHIBIT A
SCOPE OF WORK

Task 4. Assessment of Biological Resources

- 4.1 As required by the Water Board, the Contractor shall develop assessments for biological resources. The Contractor may use the Water Board's "Recommendations for Water Rights Consultants," located at https://www.waterboards.ca.gov/waterrights/water_issues/programs/applications/info_agtcnslt.html or other guidance as directed. This may include work to further analyze project components or to identify adequate mitigation measures. The Biological Resources Assessment may include but is not limited to the following:
- a. An initial review for identification of all sensitive species and habitats that may be affected by the proposed project through the California Natural Diversity Database, California Native Plant Society, CalFish, and other applicable databases.
 - b. Surveys for the species or habitats that may be affected by the proposed project. Survey work must be done using methods designed to identify each of these species individually. These methods may entail protocol-level surveys designed by the California Department of Fish and Wildlife, the United States Fish and Wildlife Service, or the National Marine Fisheries Service.
 - c. An assessment of streams within the flow path of the proposed project, with the purpose of identifying the stream classifications involved. There are various methods for determination of stream classifications, and any proposed method shall be presented to the Water Board Contract Manager for approval prior to the performance of any work related to stream classification. For stream systems within the range of anadromous salmonids, the stream assessment shall also include identification of the upper limit of anadromy below the most upstream project point of diversion. The analysis shall evaluate the potential for any adverse impacts that may result from: 1) interruption of migratory patterns; 2) interruption of coarse sediment supply (gravel); 3) loss of riparian habitat, wetlands, or other waters of the State; 4) potential for creating invasive species habitat; and 5) interruption of benthic macroinvertebrate drift.
 - d. Identification of all watercourses, wetlands, riparian areas, springs, or seeps that are located on a project site. Impacts to these resources must be quantified using a verifiable method. For projects that appear to have an impact to waters of the United States, as defined by section 404 of the Clean Water Act (33 U.S.C. § 1344) or navigable waters of the United States as defined by section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. § 403), the United States Army Corps of Engineers should be consulted regarding the need for a section 404 permit.
 - e. Setbacks or buffers from environmentally sensitive resources may in some

EXHIBIT A SCOPE OF WORK

cases be established to mitigate actual or potential impacts of a project. If setbacks or buffers are determined to be needed, the Contractor shall provide a setback analysis that evaluates site-specific data in combination with scientific literature to establish a justifiable setback/buffer distance for any watercourses, wetlands, riparian areas, or other sensitive areas or protected or special status species that may be impacted by project construction or operation. Where appropriate, the Contractor shall provide a justification of why setbacks or buffers are not required to protect sensitive resources.

- 4.2 Determinations regarding potential impacts to biological resources shall be based on scientifically justified, site-specific evaluation consistent with widely accepted protocols and available literature.

Task 4 Deliverables: Biological Resources Assessment, including a Stream Assessment component

Task 5. Assessment of Cultural Resources

- 5.1 For facets of the project where physical change to the environment would occur, the Contractor shall review any previously completed surveys; cultural resource reports; archaeological site records and maps; and formal property listings at the Information Center of the California Historical Resources Information System as the initial cultural resource inquiry. The Contractor shall contact the Native American Heritage Commission for a search of their sacred lands database and for the names of Native American individuals and groups who may be contacted for information in the project vicinity, consistent with Public Resources Code section 5097.94. Depending on individual project characteristics, the Contractor shall supplement the above information with a review of the appropriate ethnographic resources prior to any fieldwork. As individual projects may vary substantially, the Contractor shall coordinate and consult with the Water Board's Contract Manager to determine the full scope of the work necessary.
- 5.2 If the Water Board Contract Manager determines that a cultural resources survey is necessary, the Contractor shall employ a qualified professional archaeologist meeting the Secretary of the Interior's Professional Qualification Standards. The archaeologist shall conduct a records search and a field survey to complete a standard archaeological inventory using pedestrian transects to survey the points of diversion, diversion structures, pipeline routes, dam and reservoir locations, the place of use, and any other potential structures or land disturbance associated with the project. The Contractor shall record any newly found archaeological sites or update previously identified sites, including linear features encountered within the project area, as appropriate based on current field conditions and regulatory requirements. All

EXHIBIT A SCOPE OF WORK

sites and features shall be recorded in a manner consistent with current guidelines and instructions issued by the California Office of Historic Preservation. The Contractor shall provide current California Department of Parks and Recreation (DPR 523 Series) forms along with appropriate supporting forms (e.g., archaeological site record, linear feature record, site sketch map, and location map) for the sites.

The Contractor shall prepare an inventory report documenting the methods and findings of the cultural resource investigation of the project area. The Contractor shall describe pre-field research methods including data reviewed, field inventory procedures and results, and a summary of cultural resources identified within the project area. The Contractor shall include site records, maps, photographs, and appendices to the technical report as appropriate. All reports shall meet the current standards and guidance issued by the California Office of Historic Preservation and shall be prepared consistent with CEQA Guidelines section 15064.5 and Appendix G of the CEQA Guidelines, as applicable.

Task 5 Deliverable: Assessment of Cultural Resources

Task 6. Initial Study

- 6.1 The Contractor shall, if requested by the Water Board, prepare an Initial Study consistent with the CEQA guidelines² and Water Board requirements that summarizes potential environmental impacts of the proposed project.
- 6.2 The potential impacts and corresponding mitigation measures shall be organized according to an environmental checklist. The Initial Study shall describe the criteria used for determining significance for each potential impact on the environmental checklist. The Contractor may be required to complete additional assessment work to identify and/or determine the significance of potential impacts. Description of potential impacts and corresponding mitigation measures shall explain the nature of the impacts and include a discussion of why the impact is considered to be: 1) potentially significant; 2) less than significant with mitigation incorporated; or 3) less than significant. For any issues identified as having no impact, the discussion shall include the rationale supporting this determination. For impacts identified as less than significant with mitigation incorporated, the Contractor shall provide an analysis that demonstrates how the impact taken in combination with corresponding mitigation measures incorporated into the project results in a less than significant impact.

At a minimum, the Initial Study shall contain the following sections: Project Description, Environmental Setting and Baseline Description, Environmental

² Public Resources Code §21000 et seq. See also the *Guidelines for Implementation of the California Environmental Quality Act* (State CEQA Guidelines), Cal. Code Regs., tit. 14, §15000 et seq.

EXHIBIT A SCOPE OF WORK

Checklist, Explanation of Checklist and Potential Environmental Impacts, and identification of Mitigation Measures if necessary.

Task 6 Deliverable: Initial Study

Task 7. Negative Declaration or Mitigated Negative Declaration and Document Circulation

- 7.1 Where no potentially significant impacts are identified, or all identified potentially significant impacts can be mitigated to less than significant by mitigation incorporated into the project, the Contractor shall prepare a Negative Declaration or Mitigated Negative Declaration, respectively, identifying the mitigation necessary to reduce potentially significant impacts to a less than significant level. This may include development of a Mitigation, Monitoring, or Reporting Program. The Negative Declaration or Mitigated Negative Declaration and associated Mitigation, Monitoring, or Reporting Program shall comply with the CEQA guidelines.
- 7.2 The Water Board may require the Contractor to prepare and transmit electronic copies of the proposed Negative Declaration or Mitigated Negative Declaration, including all required signatures and attachments, for submission to the State Clearinghouse through its current electronic filing system administered by the Governor's Office of Land Use and Climate Innovation, or in such other format as directed by the Water Board Contract Manager.
- 7.3 If required by the Water Board, the Contractor shall assume primary responsibility for organizing and preparing responses to comments received following public circulation of the Initial Study and corresponding Negative Declaration or Mitigated Negative Declaration. The Water Board may require the Contractor to assist in revising and recirculating the CEQA document if necessary.

Task 7 Deliverables:

- a. Negative Declaration or Mitigated Negative Declaration
- b. Mitigation, Monitoring, or Reporting Program,
- c. Responses to Comments

Task 8. Environmental Impact Report (EIR) and Document Circulation

- 8.1 The Contractor shall prepare an EIR that complies with the CEQA guidelines, where the Initial Study identifies potentially significant impacts that cannot be mitigated to less than significant, or where in the Water Board's judgment, the CEQA evaluation should proceed directly to an EIR.

EXHIBIT A SCOPE OF WORK

- 8.2 The Water Board may require the Contractor to conduct/participate in scoping meetings and prepare a Notice of Preparation for circulation to responsible and trustee agencies, the State Clearinghouse, and members of the public. The Contractor may be required to secure meeting venues for any public meetings.
- 8.3 The Contractor shall prepare a Draft EIR which shall include, but not be limited to: a project description, environmental setting, discussion of significant environmental impacts, discussion of effects not found significant, mitigation measures, identification and analysis of alternatives, discussion of growth inducing impacts, identification of significant irreversible changes, cumulative impacts, and a discussion of areas of known controversy. The Draft EIR shall clearly identify feasible mitigation measures and provide sufficient detail to support preparation of a Mitigation Monitoring and Reporting Program (MMRP). Where significant and unavoidable impacts are identified, the Contractor shall prepare the analysis necessary to support a Statement of Overriding Considerations.

The Water Board may require the Contractor to prepare associated circulation documents and assist in the circulation process. The Water Board may require the Contractor to conduct/participate in meetings. The Contractor may be required to secure meeting venues for any public meetings.

- 8.4 The Contractor shall assist and participate in the post-circulation process which may include the following activities: collection and organization of comments, development of response to comments, recirculation of the Draft EIR if necessary, and development of a final EIR. The Contractor shall also prepare a Mitigation Monitoring and Reporting Program (MMRP) and, if required, a draft Statement of Overriding Considerations for consideration by the Water Board prior to project approval.

Task 8 Deliverables:

- a. Notice of Preparation,
- b. Scoping Report,
- c. Draft EIR,
- d. Responses to Comments,
- e. Final EIR,
- f. Statement of Overriding Considerations,
- g. Mitigation, Monitoring, or Reporting Program

Task 9. Tribal Consultation Support

- 9.1 The Contractor shall, if requested by the Water Board, assist and participate in tribal consultation. Tribal consultation shall be conducted in accordance

EXHIBIT A SCOPE OF WORK

with Assembly Bill 52 (Gatto, Statutes 2014, Chapter 532)³. The Contractor may be required to secure venues for consultation meetings. At the direction of the Water Board Contract Manager, the Contractor shall prepare meeting materials to support the consultation process (e.g., technical or other information) and a confidential appendix for each Tribe consulted with for the project.

Task 9 Deliverables:

- a. Meeting Materials
- b. Confidential Appendix(ices)

7. Schedule of Completion Dates

Task	Deliverable	Completion Dates
1.2	Progress Reports	Ongoing monthly reporting once the CEQA project(s) is/are identified and approved by the Water Board Contract Manager. The reports are due five (5) days after the end of the month.
1.3	Preliminary Work Plan	Within thirty (30) days of identification of need
1.3	Final Work Plan	Within thirty (30) days of Water Board acceptance of Preliminary Work Plan
1.4	Disclosure Statement(s)	Concurrent with Task 1.2
2.1	Project Description, including environmental setting and baseline	First draft within sixty (60) days of acceptance of Final Work Plan, unless otherwise identified in the Final Work Plan and approved by the Water Board Contract Manager
3.1	Assessment of Aquatic Impacts	First draft within 120 days of acceptance of Final Work Plan, unless otherwise identified in the Final Work Plan and approved by the Water Board Contract Manager
4.1	Biological Resources Assessment, including a Stream Assessment component	First draft within 120 days of acceptance of Final Work Plan, unless otherwise identified in the Final Work Plan and approved by the Water Board Contract Manager

³ https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=201320140AB52&search_keywords=

EXHIBIT A SCOPE OF WORK

Task	Deliverable	Completion Dates
5.2	Assessment of Cultural Resources	First draft within 120 days of acceptance of Final Work Plan, unless otherwise identified in the Final Work Plan and approved by the Water Board Contract Manager
6	Initial Study	First draft within 180 days of acceptance of Final Work Plan, unless otherwise identified in the Final Work Plan and approved by the Water Board Contract Manager
7.1	Negative Declaration/Mitigated Negative Declaration (if required)	First draft within 210 days of acceptance of Final Work Plan, unless otherwise identified in the Final Work Plan and approved by the Water Board Contract Manager
7.2	Mitigation, Monitoring, or Reporting Program	First draft as identified in the Final Work Plan and approved by the Water Board Contract Manager
7.3	Responses to Comments (if required)	As identified in the Final Work Plan and approved by the Water Board Contract Manager
8.1	Notice of Preparation (if required)	As identified in the Final Work Plan and approved by the Water Board Contract Manager
8.2	Scoping Report (if required)	As identified in the Final Work Plan and approved by the Water Board Contract Manager
8.3	Draft EIR (if required)	As identified in the Final Work Plan and approved by the Water Board Contract Manager
8.4	Responses to Comments (if required)	As identified in the Final Work Plan and approved by the Water Board Contract Manager
8.4	Final EIR (if required)	As identified in the Final Work Plan and approved by the Water Board Contract Manager
8.4	Statement of Overriding Considerations (if required)	As identified in the Final Work Plan and approved by the Water Board Contract Manager

EXHIBIT A
SCOPE OF WORK

Task	Deliverable	Completion Dates
8.4	Mitigation, Monitoring, or Reporting Program (if required)	As identified in the Final Work Plan and approved by the Water Board Contract Manager
9	Meeting Materials and Confidential Appendix(ices)	As identified in the Final Work Plan and approved by the Water Board Contract Manager

8. Reports

- A. Prior to performing any work, the Contractor shall develop a work plan consistent with Section 6, Task 1.
- B. During the term of this Agreement and once the CEQA project(s) is/are identified and approved by the Water Board, the Contractor shall provide written progress reports to the Water Board Contract Manager describing the activities undertaken, accomplishment of the milestones, any problems encountered in the performance of the work under this Agreement, and delivery of intermediate products, if any. Reports are due five (5) days after the end of each month that a project is active.
- C. Deliverables under this Agreement will not be considered final until approved and accepted by the Water Board Contract Manager. All deliverables shall be submitted to the Water Board in electronic format unless otherwise specified.
- D. The Water Board's "approval and acceptance" of reports as used in Section 8, item C refers only to a review of the reports to ensure adequate compliance with provisions of this Agreement and will consist of:
 - 1. A general technical review to ensure that all aspects of the deliverables provided for by this Agreement have been adequately carried out and documented. Correction of the deficiencies found in this review is a requirement for the Water Board's acceptance of a report as evidence of partial or final fulfillment of Agreement objectives.
 - 2. An analysis of the conclusions of the deliverables in relationship to the data collected and theories developed therein to determine whether or not the Water Board concurs that the Contractor's conclusions are supported by the data. Recognizing that professional differences of opinions arise, the concurrence of the Contractor with review comments of this type is not a requirement for acceptance but may affect decisions regarding circulation of the deliverable.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the Water Boards agree to compensate the Contractor in accordance with the rates specified herein, which are attached hereto and made a part of this Agreement.
- B. Invoices shall include progress reports, as outlined in Exhibit A, Scope of Work, the Agreement Number and shall not be submitted more frequently than monthly in arrears to:

Contract Manager
State Water Resources Control Board
Division of Water Rights
1001 I Street, 14th Floor
Sacramento, CA 95814

- C. The Contractor shall also send a copy of the invoice or payment request to the Water Boards' Accounting Operations Section:

State Water Resources Control Board – Accounting
1001 I Street, 18th Floor
Sacramento, California 95814

- D. Progress payments shall be based on at least equivalent services rendered.
- E. Progress payments shall not be made in advance of services rendered
- F. Contractors who are certified as small businesses or recognized as non-profit organizations by the Office of Small Business and DVBE Services (OSDS) will be paid in accordance with California Government Code, Title 1, Section 926.15. Invoices for all other Contractors shall be paid within 45 calendar days. In either situation, payment of any invoice will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice or payment request. Failure to use the address exactly as provided above may result in return of the invoice or payment request to the Contractor. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. All invoices must be approved by the Contract Manager.
- G. The invoice shall contain the following information:
 - 1. The word "INVOICE" should appear in a prominent location at the top of page(s);

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

2. Printed name of the Contractor;
3. Business address of the Contractor, including P.O. Box, City, State, and Zip Code;
4. The date of the invoice;
5. The number of the Agreement upon which the claim is based; and
6. An itemized account of the services for which the Water Boards is being billed;
 - a) The time period covered by the invoice, i.e., the term "from" and "to";
 - b) A brief description of the services performed;
 - c) The method of computing the amount due. On cost reimbursable Agreements, invoices must be itemized based on the categories specified in the Budget. The amount claimed for salaries/wages/consultant fees must also be explained; i.e., hours or days worked times the hourly or daily rate = the total amount claimed;
 - d) The total amount due; this should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Contractor under the terms of this Agreement; and
 - e) Original signature of Contractor (not required of established firms or entities using preprinted letterhead invoices).
 - f) A line item for any payments made to a Disabled Veteran's Business Enterprise (DVBE) subcontractor.

2. BUDGET CONTINGENCY CLAUSE

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

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

3. **PROMPT PAYMENT CLAUSE:** Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. **TIMELY SUBMISSION OF FINAL INVOICE**

A. This Agreement includes multiple years of funding with varying availability due to fund reversion limitations. Contract funds are only available in the Fiscal Year for which they are allocated, as set forth in the table below. If the Contractor does not submit approvable invoices requesting all of the funds encumbered for that Fiscal Year by the Annual Invoice Request Deadline, any remaining amount will revert to the Water Board, and will not be available to reimburse costs incurred past the Annual Funding Availability End Date.

Fiscal Year	Allocated Contract Funds*	Annual Funding Availability Start Date	Annual Funding Availability End Date	Annual Invoice Request Deadline	Agreement Final Invoice
2026-27	\$1,000,000.00	July 1, 2026	June 30, 2029	March 31, 2029	
2027-28	\$1,000,000.00	July 1, 2027	June 30, 2030	March 31, 2030	
2028-29	\$1,000,000.00	July 1, 2028	June 30, 2031	March 31, 2031	
2029-30	\$1,000,000.00	July 1, 2029	June 30, 2031	June 30, 2031	
2030-31	\$1,000,000.00	July 1, 2030	June 30, 2031	June 30, 2031	
					September 30, 2031

*Shifts to Allocated Contract Funds between fiscal years may be proposed / requested by either the Water Board or Contractor in writing and must not increase or decrease the total Agreement amount allocated. Any shifts in Allocated Contract Funds must be approved by the Deputy Director of the Division of Administrative Services, or his/her designee, and must be sent to the Water Board's Contracts Unit for processing in order for funding shift to be implemented.

B. If this Agreement's funding for any fiscal year expires due to reversion or is reduced, substantially delayed, or deleted by the Budget Act, by Executive Order, or by order or action of the Department of Finance, the State Water Board has the option to either cancel this Agreement with no liability occurring to the State Water Board, or offer an amendment to the Contractor to reflect the reduced amount.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

- C. In order to be approved, invoice costs must be eligible and undisputed.
 - D. The Contractor must submit its final invoice for each fiscal year not later than the relevant Annual Invoice Request Deadline set forth in the table above for the given fiscal year. This final invoice for each fiscal year must be clearly marked "Final Invoice for Fiscal Year #####-##" with the relevant fiscal year. Disputed Invoice costs on the Final Invoice for each fiscal year that are not resolved prior to the Annual Invoice Request Deadline may not be paid due to reversion.
 - E. The Water Boards will have no payment obligation under this Agreement of any costs not approved. The Contractor shall not submit invoices not in compliance or consistent with the stipulations of the table above. The Contractor shall not incur any costs after the submittal of the Annual Invoice period for that Fiscal Year period. The Contractor shall not incur any costs after the submission of the Agreement Final Invoice.
5. **CONSULTANT - STAFF EXPENSES:** The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with any California governmental entity.
6. **EXPENSE ALLOWABILITY/FISCAL DOCUMENTATION**
- A. Invoices received from a Contractor and accepted and/or submitted for payment by the Water Boards, shall not be deemed evidence of allowable Agreement costs.
 - B. The Contractor shall maintain for review and audit and supply to the Water Boards upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.
 - C. If the allowability or appropriateness of an expense cannot be determined by the Water Boards because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the Water Boards. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
 - D. If travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

- E. Costs and/or expenses deemed unallowable are subject to recovery by the Water Boards. See provision entitled, "Recovery of Overpayments" for more information.

7. RECOVERY OF OVERPAYMENTS

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

EXHIBIT C
GENERAL TERMS AND CONDITIONS (GTC 02/2025)

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public

EXHIBIT C
GENERAL TERMS AND CONDITIONS (GTC 02/2025)

Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS:** Time is of the essence in this Agreement.
13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

EXHIBIT C
GENERAL TERMS AND CONDITIONS (GTC 02/2025)

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
- a. The Government Code Chapter on Antitrust claims contains the following definitions:
- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec.15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

EXHIBIT C
GENERAL TERMS AND CONDITIONS (GTC 02/2025)

- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services 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 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)
21. GENERATIVE AI DISCLOSURE OBLIGATIONS:
- a. The following terms are in addition to the defined terms and shall apply to the Contract:
- 1) "Generative AI (GenAI)" means 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. (Gov. Code § 11549.64.)

EXHIBIT C
GENERAL TERMS AND CONDITIONS (GTC 02/2025)

- b. Contractor shall immediately 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. Notification shall be provided to the State designee identified in this Contract.
- d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.
- e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.
- f. The State, at its sole discretion, may consider Contractor’s failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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

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

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

3. **ACCESSIBLE CONTENT REQUIREMENTS:**

The Contractor shall ensure that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted to the State Water Board or uploaded directly to any State internet website or database in the performance of this Agreement comply with the accessible content requirements set forth in Government Code sections 7405 and 11135; section 508 of the federal Rehabilitation Act (29 USC 794d) and the

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

regulations promulgated thereunder (36 CFR part 1194); and the most current Web Content Accessibility Guidelines published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

If the Contractor provides any electronic or information technology, or related services, under this Agreement, the Contractor shall respond to and resolve any complaint brought to the attention of the Contractor regarding the accessibility of its products or services.

4. **EVALUATION OF CONTRACTOR:** The Contractor's performance under this Agreement shall be evaluated within thirty (30) days after completion. For this purpose a form designated by the Department of General Services (the "Contract/Contractor Evaluation," Form STD. 4) shall be used. Post-evaluations shall remain on file for a period of thirty-six (36) months. If the Contractor did not satisfactorily perform the work or service specified in the Agreement, Contract Manager shall place one copy of the evaluation form in the Agreement file and send one copy of the form to the Department of General Services within five (5) working days of the completion of the evaluation. Upon filing an unsatisfactory evaluation with the Department of General Services, the Contract Manager shall notify and send a copy of the evaluation to the Contractor within fifteen (15) days. The Contractor shall have thirty (30) days to prepare and send a statement to the Contract Manager and the Department of General Services defending his or her performance under the Agreement. The Contractor's statement shall be filed with the evaluation in the Contract Manager's file and at the Department of General Services. (PCC 10369)
5. **CONTRACTOR'S RIGHTS AND OBLIGATIONS:** Public Contract Code Sections 10335-10381 contains language describing the Contractor's duties, obligations, and rights under this Agreement. By signing this Agreement, the Contractor certifies that he or she has been fully informed regarding these provisions of the Public Contract Code. As required by Public Contract Code Section 10371(e)(2), résumés attached hereto and by this reference are incorporated herein.
6. **DISCLOSURE REQUIREMENTS:** Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through Agreement with the Water Boards. The disclosure statement shall include the Agreement number and dollar amount of all Agreements and Subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.

If the Contractor or Subcontractor(s) are required to prepare multiple documents or written reports, the disclosure statement may also contain a statement indicating that

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the total Agreement amount represents compensation for multiple documents or written reports.

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

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

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

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

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

In addition, the Contractor shall not subcontract with any party who is debarred, suspended, or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this contract is authorized. The Contractor shall not subcontract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this contract is authorized.

The State Water Board's List of Disqualified Businesses and Persons is located at: http://www.waterboards.ca.gov/water_issues/programs/ustcf/dbp.shtml

8. HEALTH AND SAFETY: Contractors are required to, at their own expense, comply with all applicable health and safety laws and regulations. Upon notice, Contractors are also required to comply with the state agency's specific health and safety requirements and policies. Contractors agree to include in any subcontract related to performance of this Agreement, a requirement that the subcontractor comply with all applicable health and safety laws and regulations, and upon notice, the state

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agency's specific health and safety requirements and policies.

9. EXECUTIVE ORDER N-6-22 – RUSSIAN SANCTIONS:

The Contractor represents that the Contractor is not a target of economic sanctions imposed in response to Russia's actions in Ukraine imposed by the United States government or the State of California. The Contractor is required to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> and the sanctions identified on the United States Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). The Contractor is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Contractors with one or more agreements with the State of California with an aggregated value of Five Million Dollars (\$5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in termination of this Agreement.

For Contractors with an aggregated agreement value of Five Million Dollars (\$5,000,000) or more with the State of California, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to

- A. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;
- B. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and
- C. Direct support to the government and people of Ukraine.

- 10. TRAVEL AND PER DIEM:** Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates and rules currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Local government agency, education and special districts will pay travel time and per diem according to their respective statutory requirements. No

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travel outside the state of California shall be reimbursed without prior authorization from the Water Boards. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

11. INSURANCE REQUIREMENTS:

A. General Provisions Applying to All Policies

- 1) Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least thirty (30) days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.
- 2) Policy Cancellation or Termination and Notice of Non-Renewal – Contractor shall provide to the Water Board within five (5) business days following receipt by Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the Water Boards may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- 3) Premiums, Assessments and Deductibles – The Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- 4) Primary Clause – Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the Water Boards.
- 5) Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VI. If 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.
- 6) Endorsements – Any required endorsements requested by the Water Boards must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 7) Inadequate Insurance – Inadequate or lack of insurance does not negate the Contractor’s obligations under the Agreement.

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- 8) Available Coverages/Limits – All coverage and limits available to the contractor shall also be available and applicable to the State.
- 9) 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.
- 10) Use of Subcontractors - In the case of Contractor's utilization of Subcontractors to complete the contracted scope of work, the Contractor shall include all Subcontractors as insured under the Contractor's insurance or supply evidence of the Subcontractor's insurance to the Water Boards equal to policies, coverages, and limits required of the Contractor.

B. Insurance Coverage Requirements

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

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

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- 3) Worker's Compensation and Employer's Liability – The Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 4) Professional Liability – Contractor shall maintain professional liability covering any damages caused by a negligent error; act or omission with limits not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.

12. CANCELLATION / TERMINATION WITHOUT CAUSE: In addition to the "Termination for Cause" provisions in Section 7 of Exhibit C of this Agreement, the Water Boards may terminate this Agreement without cause if doing so is in the best interest of the State, by giving thirty (30) days written notice to the Contractor. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements. Upon receipt of a notice of termination or cancellation from the Water Boards, Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent Contract costs.

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

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

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

- A. Stop work on the date specified in the notice;
- B. Place no further orders or enter into any further Subcontracts for materials, services or facilities except as necessary to complete work under the Agreement up to effective date of termination;
- C. Terminate all orders and Subcontracts;
- D. Promptly take all other reasonable and feasible steps to minimize any additional cost, loss, or expenditure associated with work terminated, including, but not

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limited to reasonable settlement of all outstanding liability and claims arising out of termination of orders and Subcontracts;

- E. Deliver or make available to the Water Boards all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the Contractor under this Agreement, whether completed, partially completed, or in progress.

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

13. **COMPUTER SOFTWARE:** Contractor certifies that it has appropriate systems and controls in place to ensure that Water Boards funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

14. **POTENTIAL SUBCONTRACTORS:** Nothing contained in this Agreement or otherwise, shall create any contractual relationship between the Water Boards and any Subcontractors, and no Subcontract shall relieve the Contractor of his responsibility and obligations hereunder. The Contractor agrees to be as fully responsible to the Water Boards for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its Subcontractors is an independent obligation from the Water Boards' obligation to make payments to the Contractor. As a result, the Water Boards shall have no obligation to pay or to enforce the payment of any moneys to any Subcontractor. Should Water Boards determine that the work performed by a Subcontractor is substantially unsatisfactory and is not in substantial accordance with the Contract terms and conditions, or that the Subcontractor is substantially delaying or disrupting the process of work, Water Boards may request substitution of the Subcontractor.

15. **UTILIZATION OF DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION REQUIREMENTS:** In accordance with Public Contract Code Section 10115 et seq., the Contractor must meet or exceed the participation goals of not less than 3 percent for Disabled Veteran Business Enterprises (DVBE).

- A. The Contractor agrees to use the DVBE Subcontractors or suppliers originally identified by the Contractor unless the Contractor requests substitution in writing beforehand to the Water Boards Project Representative (Contract Manager) and the Contract Manager has approved such substitution. At a minimum, the request must include:

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- 1) A written explanation of the reason for the substitution; and
 - 2) The identity of the person or firm substituted.
- B. Contractor understands and agrees that award of this Contract is based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) Subcontractor(s) identified in their bid or offer. Per Military and Veterans Code (M&VC) 999.5 (e), a DVBE Subcontractor may only be replaced by another DVBE Subcontractor and must be approved by the Department of General Services (DGS). Changes to the scope of work that impact the DVBE Subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by Contract Amendment.
- C. Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for Contract termination, recovery of damages under rights and remedies due to the Water Boards, and penalties as outlined in M&VC § 999.9; Public Contract Code (PCC) § 10115.10, or PCC § 4110 (applies to public works only).
- D. Requests to replace a DVBE Subcontractor must be amply documented to show that the replacement meets the criteria as specified in the CCR or the PCC. Documentation may include, but is not limited to the request, confirmation of receipt of the request, the Subcontractor's objection and request for hearing and the final Statement of Decision. Requests and resulting amendments generated by the DVBE Subcontractor substitution should be timely so as not to unreasonably delay the Contractor's performance of the Contract, resulting in potential claims against the awarding department for delay damages.
- E. The request and the Contract Manager's approval is not to be construed as an excuse for noncompliance with any other provision of law, including but not limited to the subletting and subcontracting Fair Practices Act or any other Agreement requirements relating to substitution of Subcontractors.
- F. Failure to adhere to at least the level of participation for DVBE proposed by the Contractor may be cause for Agreement termination and recovery of damages under the rights and remedies due the Water Boards.
- G. If the Contractor is using a DVBE as a subcontractor they must submit to the Water Board's Contract Manager a completed Prime Contractor's DVBE Subcontracting Report, Exhibit D, Attachment 1 yearly during the term of the Agreement and upon completion of the contract.
16. USE OF SMALL BUSINESS SUBCONTRACTORS: All Non-Small Business Subcontractor Preference Request attachments and Small Business

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Subcontractor/Supplier Acknowledgment attachments, however labeled, completed as a condition of bidding, are incorporated herein and made a part of this Agreement by this reference.

- A. Contractor agrees to use each small business subcontractor/supplier, as identified in previously submitted Non-Small Business Subcontractor Preference Request attachments, unless the Contractor submits a written request for substitution of a like or alternate Subcontractor. All requests for substitution must be approved by the Water Boards, in writing (including email or fax), prior to using a proposed substitute Subcontractor.
- B. Requests for substitution must be approved by the Contract Manager and must include, at a minimum:
- 1) An explanation of the reason for the substitution;
 - 2) A written description of the business enterprise that will be substituted, including its small business certification status;
 - 3) If substitution of an alternate small business does not occur, include a written justification and description of the steps taken to try to acquire a new small business and how that portion of the Contract will be fulfilled; and
 - 4) A written description of the work to be performed by the substituted Subcontractor identified by both task (if applicable) and dollar amount or percentage of the overall Contract that the substituted Subcontractor will perform. The substituted business, if approved, must perform a commercially useful function in the Contract pursuant to Title 2, California Code of Regulations §§ 1896.6.
- C. The Water Boards may consent to the substitution in any of the situations set forth in Public Contract Code Section 4107 of the Subletting and Subcontracting Fair Practices Act.
- D. Prior to the approval of the prime Contractor's request for the substitution, the Contract Manager shall give notice in writing to the listed Subcontractor of the prime Contractor's request to substitute and the reasons for the request to substitute. The notice shall be served by certified or registered mail to the last known address of the Subcontractor. The listed Subcontractor that has been so notified shall have five (5) working days after the receipt of the notice to submit written objections to the substitution to the funding program. Failure to file these written objections shall constitute the listed Subcontractor's consent to the substitution. If written objections are filed, the Water Boards shall give notice in writing of at least five (5) working days to the listed Subcontractor of a hearing by the Water Boards on the prime Contractor's request for substitution.

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- E. Failure of the Contractor to subcontract with the small businesses listed in its bid or proposal to the Water Boards, or failure to follow applicable substitution rules and regulations may be grounds for the Department of General Services to impose sanctions pursuant to Government Code Section 14842.5 and Title 2, California Code of Regulations § 1896.18 and § 1896.20.
 - F. If requested by the Water Boards, Contractor agrees to provide documentation/verification, in a form agreed to by the Water Boards, that small business Subcontractor usage under this Agreement complies with the commitments specified during the Contractor selection process.
17. **FORCE MAJEURE:** Except for defaults of Subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its Subcontractor, and if such default of its Subcontractor, arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.
18. **PROHIBITED PRACTICES:** The Contractor warrants that the Contract was not obtained through rebates, kickbacks, or other unlawful considerations either promised or paid to a board employee. Facts showing failure to adhere to this warranty may be cause for Contract termination and recovery of damages under the rights and remedies due the Water Boards under the default provision of the contract due the Water Boards per Exhibit C, General Terms and Conditions, paragraph 7. Termination for Cause.

EXHIBIT D, ATTACHMENT I
DVBE SUBCONTRACTOR REPORT STD 817

STATE DEPARTMENT AND CONTRACT INFORMATION							
State Department Information		Contract Information		Prime Contractor Information:		FOR STATE USE ONLY	
State Department Name:		Contract #:		Name:		Date Received:	
State Department Address:		FI\$Cal Supplier ID#:		Address:			
Contract Manager Name:		Contract Execution Date:		Phone #:			
Contract Manager Phone #:		Date Work Completed:		Email:			
Contract Manager Email Address:		Contract Award Amount:		Date Last Payment Received:			
				Contract Received Amount:			
SECTION 3 List all Disabled Veteran Business Enterprise firms involved with this contract.							
(A) DVBE Subcontractor(s) Name	(B) DVBE Subcontractor(s) Address	(C) DVBE Certification ID Number	(D) Total Contract Commitment Percentage to DVBE	(E) Total Contract Commitment Amount to DVBE	(F) Total Payment Amount to DVBE	(G) Difference in Amount Paid to DVBE (F - E)	(H) Percentage Paid to DVBE (F/Contract Received Amount)
Number of DVBE Subcontractors			Grand Total	\$ 0.00	\$ 0.00	\$ 0.00	0.00%
1.			0.00%			0.00	0.00%
2.			0.00%			0.00	0.00%
3.			0.00%			0.00	0.00%
4.			0.00%			0.00	0.00%
5.			0.00%			0.00	0.00%
6.			0.00%			0.00	0.00%
7.			0.00%			0.00	0.00%
8.			0.00%			0.00	0.00%
9.			0.00%			0.00	0.00%
10.			0.00%			0.00	0.00%
11.			0.00%			0.00	0.00%
12.			0.00%			0.00	0.00%
13.			0.00%			0.00	0.00%
(I) Comments/Explanations							
Use next page for additional lines							
I certify under penalty of perjury under the laws of the State of California that all information submitted is true and correct.							
Prime Contractor		Print Name:			Date:		
		Title:					
		Signature:					
Return upon completion of contract.							
Americans with Disabilities (ADA) Notice: Persons with disabilities requiring reasonable modifications should contact the OSDS Report Coordinator at OSDSReports@dgs.ca.gov							

EXHIBIT D, ATTACHMENT I
DVBE SUBCONTRACTOR REPORT STD 817

STATE DEPARTMENT AND CONTRACT INFORMATION							
State Department Information		Contract Information		Prime Contractor Information		FOR STATE USE ONLY	
State Department Name:		Contract #:		Name:		Date Received:	
State Department Address:		FISCAL Supplier ID#:		Address :			
Contract Manager Name:		Contract Execution Date:		Phone #:			
Contract Manager Phone #:		Date Work Completed:		Email:			
Contract Manager Email Address:		Contract Award Amount:		Date Last Payment Received:			
				Contract Received Amount:			
List all Disabled Veteran Business Enterprise firms involved with this contract.							
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
DVBE Subcontractor(s) Name	DVBE Subcontractor(s) Address	DVBE Certification ID Number	Total Contract Commitment Percentage to DVBE	Total Contract Commitment Amount to DVBE	Total Payment Amount to DVBE	Difference in Amount Paid to DVBE (F - E)	Percentage Paid to DVBE (F/Contract Received Amount)
Number of DVBE Subcontractors			Total	\$ 0.00	\$ 0.00	\$ 0.00	0.00%
14.			0.00%			0.00	0.00%
15.			0.00%			0.00	0.00%
16.			0.00%			0.00	0.00%
17.			0.00%			0.00	0.00%
18.			0.00%			0.00	0.00%
19.			0.00%			0.00	0.00%
20.			0.00%			0.00	0.00%
21.			0.00%			0.00	0.00%
22.			0.00%			0.00	0.00%
23.			0.00%			0.00	0.00%
24.			0.00%			0.00	0.00%
25.			0.00%			0.00	0.00%
26.			0.00%			0.00	0.00%
27.			0.00%			0.00	0.00%
28.			0.00%			0.00	0.00%
29.			0.00%			0.00	0.00%
30.			0.00%			0.00	0.00%
31.			0.00%			0.00	0.00%
32.			0.00%			0.00	0.00%
33.			0.00%			0.00	0.00%
34.			0.00%			0.00	0.00%
35.			0.00%			0.00	0.00%
36.			0.00%			0.00	0.00%
Attach copies of this page for additional lines							
I certify under penalty of perjury under the laws of the State of California that all information submitted is true and correct.							
Americans with Disabilities (ADA) Notice: Persons with disabilities requiring reasonable modifications should contact the OSDS Report Coordinator at OSDSReports@dgs.ca.gov							

**EXHIBIT D, ATTACHMENT I
DVBE SUBCONTRACTOR REPORT STD 817**

(Rev. 10/2021)

Form Completion Instructions

GENERAL INFORMATION: Military and Veteran Code (MVC) 999.5(d), 999.7 and Government Code (GC) 14841, and California Code of Regulations (CCR) 1896.78(e) requires all Prime Contractors that committed to have a Disabled Veteran Business Enterprise (DVBE) perform an element of work for a contract to report DVBE subcontractor participation information and certify to the state that all DVBE subcontracting payments were made. Departments are required to withhold \$10,000 from the final payment, or the full payment if less than \$10,000, on contracts until the Prime Contractor complies with the certification requirements by submitting this form.

If prime contractors do not comply with the requirements after given notice to cure by the state departments, the withheld amount will be permanently deducted.

All contracted work must be completed before submission of invoice(s) and this certification form.

Prime Contractors are required to maintain records supporting the information submitted on this form and that all payments to DVBE subcontractor(s) were made. Upon request, proof of payment must be provided (MVC 999.5(d)).

INCLUDE

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

State Department Information:

State Department Name: Enter the State Department name

State Department Address: Enter the State Department address

Contract Manager Name: Enter the Contract Manager name

Contract Manager Phone Number: Enter the Contract Manager phone #

Contract Manager Email Address: Enter the Contract Manager email address

Contract Information

Contract Number: Enter the Contract Number

Contractor's FI\$Cal Supplier ID Number: Enter your FI\$Cal supplier ID number

Contract Execution Date: Enter the date contract was signed

Date Work Completed: Enter the date the work was completed on the contract

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

**EXHIBIT D, ATTACHMENT I
DVBE SUBCONTRACTOR REPORT STD 817**

(Rev. 10/2021)

Form Completion Instructions

Prime Contractor Information:

Prime Contractor Name: Enter your name as shown on the contract

Prime Contractor Address: Enter your address

Phone Number: Enter your number (with area code)

Email Address: Enter your email address

Date Last Payment Received: Enter the date the last payment for work performed was received

Contract Received Amount: Enter the dollar amount of the last payment received

For State Use Only

Date STD 817 Received: Enter date the Contract Manager received the STD 817 from the Prime Contractor

TABLE INSTRUCTIONS

A) DVBE Subcontractor(s) Name: Enter the name of all DVBEs that are listed to perform an element of work or supplies for this contract and any formal approved substitution(s). (Use additional lines if the name does not fit on a single line) Use page two for additional lines.

B) DVBE Subcontractor(s) Address: Enter the address of each DVBE (Use page 2 for additional lines if address does not fit on a single line)

C) DVBE Certification ID Number: Enter each DVBE's certification number

D) Total Contract Commitment Percentage to DVBE: Enter the total percentage of contracted dollars to each DVBE at the time of award

E) Total Contract Commitment Amount to DVBE: Enter the entire amount contracted to each DVBE at the time of award

F) Total Payment Amount to DVBE: Enter the total amount paid to all DVBEs that performed an element of work or were suppliers for this contract

**EXHIBIT D, ATTACHMENT I
DVBE SUBCONTRACTOR REPORT STD 817**

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STD 817, Formerly DGS PD
810P (Rev. 10/2021)

Form Completion Instructions

Note: Complete and accurate certifications are due upon completion of contract.

G) Difference in Amount Paid to DVBE: The form will compute the difference of DVBE dollars contracted compared to dollars paid

H) Percentage Paid to DVBE: The form will compute the percentage paid to DVBEs using the Contract Received Amount entered under State and Contract Information

Instructions I

I) Comments/Explanations: Enter any relevant comments and explanations for any differences between the DVBE amounts or percentages committed and paid. Reference the line number if comments and explanations are used.

SIGNATURE BLOCK

Prime Contractor's Signature: Enter your printed name, title, sign with an electronic signature or a wet signature, and date

EXHIBIT E
DISCLOSURE STATEMENT OF ENVIRONMENTAL CONTRACTOR

WATER RIGHTS APPLICATION _____

OR

PETITION TO CHANGE:

WATER RIGHTS PERMIT _____
WATER RIGHTS LICENSE _____
WATER RIGHTS APPLICATION _____

OR

PROJECT NAME: _____

_____ has no financial or economic interest in the outcome of the State Water Resources Control Board proceedings on the subject water right application, change petition, or on the Project listed above.

Dated: _____

By: _____
(Signature)

(Printed Name)

(Title)

(Name of Consulting Firm)