

DEPARTMENT OF WATER RESOURCES

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

**REQUEST FOR PROPOSAL
PRIMARY****Notice to Prospective Firms**

July 24, 2026

You are invited to review and respond to this Request for Proposal (RFP) number 10212689 for Security Guard Services. The anticipated term of this agreement is five (5) years. In submitting your proposal, you must comply with these instructions.

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

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

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

Inquiries regarding the processing of this proposal should be referred to Vinay Singh at (916) 902-7837. Please note that no verbal information given will be binding upon the State unless such information is issued in writing as an official addendum to this solicitation.

Sincerely,

Mark Hafner

Mark Hafner
Assistant Division Manager – North
Division of Operations and Maintenance
Department of Water Resources

Attachment(s)

TABLE OF CONTENTS

	Page
Purpose and Description of Services	4
Proposing Firm Minimum Qualifications	4
Proposal Requirements and Information	4
Proposal Key Action Dates	4
Location Where Work Will Be Performed	5
Mandatory Pre-proposal Conference	5
Work Plan and Work Schedule/Technical Proposal Requirements	6
Cost Proposal Format and Requirements	7
Submission of Proposal	7
Evaluation and Selection Process	9
Tax Delinquent Status Verification	16
Generative Artificial Intelligence (GenAI) Disclosure	16
Notice of Intent to Award and Protest	17
Disposition of Proposals	18
Standard Conditions of Service	18
Payee Data Record (Std. 204)	18
Key Employee Policies and Guidelines Notice Acknowledgment (Consultants and Contractors) (DWR 9524a)	18
Economic Incentive Programs	18
Small Business Preference Programs	19
Disabled Veteran Business Enterprise Program	21
Pending Small Business or Disabled Veteran Business Enterprise Certification Application	24
Proposal Checklist	25
Attachment I – Cost Proposal Worksheet	27
Attachment II - Proposal/Proposing firm Certification Sheet	30
Completion Instructions for Proposal/Proposing Firm Certification Sheet	31
Attachment III – Proposing Firm References	32
Attachment IIIa – Reference Questionnaire	33
Attachment IV - Darfur Contracting Act Certification	34
Attachment V – Generative Artificial Intelligence (GenAI) Disclosure (DWR 9834)	35
Attachment VI – Bidder Certification of DVBE Participation (DWR 9526)	36
Attachment VII - DVBE Declaration (DGS PD 843)	37
Attachment VIII – Bidder Declaration (DGS PD 05-105)	38
Attachment IX – California Civil Rights Laws Attachment	39
Attachment X – Iran Contracting Act	40

Sample Contract – Standard Agreement (Std. 213)	41
Exhibit A – Scope of Work	42
Attachment 1 – Quarterly Performance Review	54
Attachment 2 – Service Level Agreement	56
Exhibit B – Budget Detail and Payment Provisions	62
Exhibit C – General Terms and Conditions	63
Exhibit D – Special Terms and Conditions for Department of Water Resources Standard Payable (DWR 9544)	64
Attachment 1 – Recycled Content Certification Form (DWR 9557)	67
Exhibit E – Additional Provisions	69
Attachment 1 – Protection of Confidential and Sensitive Information	77
Attachment 2 – Non-Disclosure Certificate	79
Attachment 3 – Small Business Subcontractor Payment Certification (DWR 9683)	80

A. Purpose and Description of Services

The California Department of Water Resources (DWR) Division of Operations and Maintenance (O&M) is soliciting bids from qualified and dependable firms to provide ongoing professional security guard services. Contractor will furnish all labor, materials, equipment, and facilities to provide services as described in Exhibit A, Scope of Work (SOW). All work under this contract must be in compliance with Exhibit A, SOW, and with all requirements of this proposal package.

B. Proposing Firm Minimum Qualifications

1. The Department has determined that Proposers responding to this solicitation must comply with Disabled Veteran Business Enterprise (DVBE) Program participation requirements, which is a minimum of three percent (3.0%) commitment. Proposers must complete and submit the following forms: Attachment VI, Bidder Certification of DVBE Participation (DWR 9526), Attachment VII, DVBE Declaration (DGS PD 843); Attachment VIII, Bidder Declaration (DGS PD 05-105) and DVBE proposer's and/or subcontractor(s)' Department of General Services Office of Small Business and Disabled Veteran Business Enterprise Services (DGS/OSDS) certification(s). ***Failure to fulfill the DVBE requirement will render your bid non-responsive and shall be cause for bid rejection.***
2. The proposing firm must be an experienced firm providing professional security guard services on a full-time commercial basis as its principal business for at least the past five (5) years. Bidder must submit Reference Form (Attachment III).
3. The proposing firm must be licensed as a Private Patrol Operator (PPO) through the California Bureau of Security and Investigative Services (BSIS). A copy of the PPO License must be submitted with the bid

C. Proposal Requirements and Information

1. PROPOSAL KEY ACTION DATES

All proposing firms must adhere to the following time schedule.

RFP available to prospective proposing firms on	July 24, 2026
Mandatory Pre-proposal Conference to be held on	September 1, 2026, at 8:30 AM
Mandatory Pre-proposal Conference doors close at	September 1, 2026, at 8:40 AM
<i>No proposing firm will be allowed into the conference once doors close.</i>	
Proposals must be received by	September 17, 2026, by 3:00 PM
Anticipated date of cost proposal opening	October 6, 2026, at 11:00 AM
Anticipated start date of agreement is	November 2026

Proposal Openings: Sealed proposals will be publicly opened and read via a TEAMS link. You may participate using the link provided below.

Topic: Cost Proposal Opening, RFP # 10212689, Security Guard Services
Time: October 6, 2026, at 11:00 AM

Join TEAMS Meeting

<https://teams.microsoft.com/meet/287034367310766?p=wxYieFcseWTdkqJ3lv>

Or by Telephone (audio only):

Dial: (916) 573-2034

Phone Conference ID: 604 309 857#

*Please note that the bid opening via TEAMS will be visual only with no opportunity for questions and answers.

2. LOCATION WHERE WORK WILL BE PERFORMED:

Services will be provided at various locations throughout the State Water Project Field Divisions.

3. MANDATORY PRE-PROPOSAL CONFERENCE

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

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

- b. Substantive questions regarding proposal and contracting requirements will be addressed at the pre-proposal conference only. No questions with regards to requirements and provisions detailed in the Scope of Work will be addressed before or after the conference.
- c. The pre-proposal conference will be the sole forum for addressing questions regarding proposal and contract requirements. If appropriate, DWR may issue an Addendum to this RFP as a result of items discussed at the pre-proposal conference.
- d. Prospective proposing firms attending this pre-proposal conference will receive information regarding the proposal. In the event a prospective proposing firm is unable to attend a mandatory pre-proposal conference, an authorized representative may attend on the prospective firm's behalf. The representative may sign in for only *one* company. If this is not an option available to you, please contact DWR for possible alternative accommodations.
- e. If a prospective proposing firm needs assistance because of physical impairment, reasonable accommodation will be provided by DWR if requested. To request reasonable accommodation, please email Vinay Singh at vinay.singh@water.ca.gov no later than 3:00 p.m. on the fifth business day prior to the scheduled date of the Pre-proposal conference.

4. WORK PLAN AND WORK SCHEDULE/TECHNICAL PROPOSAL REQUIREMENTS

The proposing firm will submit all required documents listed in each evaluation category in the table below.

Evaluation Category	Evidence Required
Experience and Expertise	Three (3) detailed project summaries and three (3) completed Reference Questionnaires (Attachment IIIa).
Training and Retention	Training program details, retention rate statistics, client contract renewal rate/percentage.
Support, Backup, and Response Time	Support and backup protocols, response time records, and tools used to ensure effective response.
Technology and Equipment	List of technology and equipment, including the training program details used from organic and external personnel/resources to utilize the technology and equipment.
Customization and Flexibility (i.e., Ancillary Services)	Examples of tailored services, response time records, illustrated client cases.
Customer Service	Reference feedback forms, training program details, company policy regarding uniforms and appearance standards.
Cost/Billing Structure and Method	Reference feedback forms, company invoice statement (example), and provided details of cost breakdowns.
Individual Reliability Program	Copy of the reliability program, examples of its implementation and statistical information over the past three years.
Compliance and Reporting	Compliance certificates, sample reports, and key performance indicators used to track accurate, detailed and timely guard report submissions.
Geographical Command and Control	Project management structure, key resumes, and office locations.
Regional/Field Supervisor Structure	Organizational chart, staffing plan, Standard Operating Procedures (SOPs)
Key Personnel Stability & Succession Planning	Retention statistics, continuity plan
Portfolio Manager	Resume, project summaries

Evaluation Category	Evidence Required
Account Manager(s)	Resume, references, organization chart

5. COST PROPOSAL FORMAT AND REQUIREMENTS

The proposing firm shall use the attached Cost Proposal Worksheet (Attachment I) to provide their cost proposal. The Cost Proposal Worksheet shall be submitted in the same envelope as the proposal and as outlined in paragraph a of Submission of Proposal.

6. SUBMISSION OF PROPOSAL

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

- i. Proposals submitted by USPS must be addressed to:

Department of Water Resources
Attn: Vinay Singh
P.O. Box 942836
715 P Street, 5th Floor, Mailbox 11
Sacramento, CA 94236-0001

- ii. Proposals submitted by hand delivery, must be given to Vinay Singh on or before the bid due date and time. Please coordinate a day and time via phone (916) 902-7837 or e-mail Vinay.Singh@water.ca.gov.

- iii. Proposals submitted by UPS, express mail, or Federal Express must be addressed to:

Department of Water Resources
O&M Contract Services
Attn: Vinay Singh
715 P Street, 5th Floor, Mailbox 11
Sacramento, CA 95814

- b. All proposals must be submitted under sealed cover. The sealed cover must contain all documents listed in the Proposal Checklist. The outside of the sealed cover must be plainly marked with the RFP title and number, must show your firm's name and address, and must be marked with "DO NOT OPEN."

- i. Package shall contain **two** separate sealed envelopes.
- ii. The first envelope will contain **all** documents listed under Phase One in the Evaluation and Selection Process section. This envelope shall be marked, "DOCUMENTATION AND TECHNICAL PROPOSAL."
- iii. The second envelope shall contain the Cost Proposal Worksheet (Attachment I). The envelope shall be marked "COST PROPOSAL".
- iv. Proposals not submitted under sealed cover will be rejected. A minimum of two signed proposals must be submitted. One proposal must be submitted in hard copy. One

proposal must be submitted in an electronic format (Word and/or PDF File) on a USB Drive. USB Drives can be returned at the request of the proposing firm once the solicitation is concluded.

- c. Proposals should provide straightforward and concise descriptions of the proposing firm's ability to satisfy the requirements of this RFP.
- d. If the proposal is made under a fictitious name or business title, the actual legal name of the proposing firm must be provided.
- e. Due to limited storage space, the proposal package should be prepared using the least expensive method (i.e. cover page with staple in upper left-hand corner, no fancy bindings).
- f. All proposals must include original signatures on the following documents: Proposal/Proposing firm Certification Sheet and any other documents specified in the Proposal Checklist.
- g. Proposals not including the documents identified in the Proposal Checklist shall be deemed non-responsive and will be rejected.
- h. All proposals are to be sent to DWR within the time frame indicated in the Time Schedule. Proposals received after the due date and time will be returned unopened to the prospective proposing firm.
- i. Proposals must be submitted for the entire service described within the Scope of Work. Deviations from the specifications will not be considered and will be cause for rejection of the proposal.
- j. The State does not accept alternate language from a proposing firm. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- k. A proposal may be rejected if conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may waive any immaterial deviation in a proposal. The State's waiver of immaterial defect shall in no way modify the RFP document or excuse the proposing firm from full compliance with the objectives if awarded the Agreement.
- l. Costs for developing proposals and preparation of award of the Agreement are entirely the responsibility of the proposing firm and shall not be chargeable to the State of California.
- m. This RFP must be signed by an individual who is authorized to bind the proposing firm contractually. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal will be rejected.
- n. A proposing firm may modify a proposal after its submission by withdrawal and resubmission before the proposal due date. Modification of a proposal offered in any other manner, oral or written, will not be considered.
- o. A proposing firm may withdraw their proposal by submitting a written request to the State for its withdrawal, signed by the proposing firm or an agent authorized in accordance with paragraph n above. A proposing firm may thereafter submit a new proposal before the proposal submission deadline. Proposals may not be withdrawn after the proposal due date. Proposals received after the due date and time will be returned unopened to the prospective proposing firm.

- p. DWR may modify the RFP prior to the date fixed for submission of proposals by the issuance of an Addendum to all parties who received a proposal package. This Addendum will also be posted on the State's eProcurement website found at www.Cal eProcure.com.
- q. If all proposals are too high, DWR is not required to award an Agreement.
- r. The State may reject all proposals if deemed necessary.
- s. The proposals submitted, including costs, will become public when DWR has completed its evaluation and announces the responsible proposer who has been given the highest score.
- t. Proposing firms are cautioned not to rely on the State during the evaluation to discover and report all defects and errors in the proposal documents. Proposing firms should carefully proof-read documents for errors and adherence to the RFP requirements prior to proposal submittal.
- u. Where applicable, the proposing firm should carefully examine the worksite and specifications. Proposing firm shall investigate the conditions, character, quality of surface, subsurface materials, or obstacles to be encountered. No additions to the Agreement amount will be made because of failure to thoroughly examine the worksite and specifications.
- v. More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. Reasonable grounds for believing that any proposing firm has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that proposing firm. If there is reason for believing that collusion exists among the proposing firm, none of the participants in such collusion will be considered in this or future procurements.
- w. Public Proposal Openings may be conducted in person or online. Bid openings conducted online will be done virtually using TEAMS. You may participate using the link provided in the solicitation under Section C Paragraph 1 above.

7. EVALUATION AND SELECTION PROCESS

- a. At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.
- b. Proposals containing false or misleading statements or providing references that do not support an attribute or condition claimed by the proposing firm may be rejected. If, in the opinion of the State, information was intended to mislead the State in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for rejection of the proposal.
- c. If, in the opinion of the State, the submitted proposal information is determined to be unbalanced, the State may reject the proposal. An "unbalance proposal" is a proposal that, in the sole discretion of the State, has nominal prices for work item(s) that represent substantive work and/or overly enhanced prices for nominal work item(s).
- d. Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the proposer, may be rejected.
- e. The final selection will be made to the lowest monetary responsible proposer achieving a passing score, after application of preferences.

If there are tied proposals, DWR will draw straws to pick the winning proposing firm. The drawing will be witnessed and documented by two or more DWR employees.

- f. The evaluation process will consist of three phases.
- i. In Phase One, proposals are reviewed to ensure that all documentation has been submitted in compliance with the requirements of this RFP. DWR will review all of the following documents to determine that each is enclosed and properly completed. Failure to meet these administrative requirements shall cause a proposal to be deemed non-responsive and therefore ineligible for the next step of the RFP evaluation process.
 1. Proposal/Proposer Certification Sheet (Attachment II)
 2. References (Attachment III)
 3. Reference Questionnaire (Attachment IIIa)
 4. Darfur Contracting Certification (Attachment IV)
 5. Bidder Declaration (DGS PD 05-105, Attachment VIII)
 6. California Civil Rights Laws (Attachment IX)
 7. Iran Contracting Act (Attachment X)
 8. Small Business Certification (when applicable)
 9. Completion of DVBE compliance documentation or Completion of DVBE Incentive documentation DWR 9526 (Attachment VI)
 - a) Bidder Certification of DVBE Participation - DWR 9526 (Attachment VI)
 - b) DVBE Declaration – DGS PD 843 (Attachment VII)
 - c) Bidder Declaration – DGS PD 05-105 (Attachment VIII)
 - d) DVBE Certification from DGS/OSDS
 - e) DWR SB/DVBE Program Manager’s Notification of Compliance (*if obtained in advance*)
 10. Work Plan and Work Schedule/Technical Proposal
 11. Resumes for all key management personnel assigned to this project explaining their titles, roles, responsibilities, and qualifications
 12. Proof of Private Patrol Operator (PPO) through the California Bureau of Security
 - ii. Phase Two will consist of an evaluation of the Work Plan and Work Schedule/Technical Proposal based on the criteria and scoring method described below to determine which proposals meet the minimum technical requirements. Those proposals which obtain a minimum score of 120 points on the evaluation of the technical requirements proceed to Phase Three.

Work Plan and Work Schedule Evidence Proposal				
Evaluation Category	Description	Measure	Evidence Required	Score (1-10)
Experience and Expertise	Companies with relevant experience and expertise that demonstrate experience in providing security services in an environment similar to the State Water Project operates. Respondents will be required to submit three detailed example summaries of three	Number of similar projects completed, quality of project summaries, and relevance to the State Water Project.	Three detailed project summaries and completed Reference Questionnaires (Attachment IIIa).	

Work Plan and Work Schedule Evidence Proposal				
Evaluation Category	Description	Measure	Evidence Required	Score (1-10)
	similar comparable size and scope projects in support with the stated experience. A Reference Questionnaire attached must be completed by three past clients and submitted directly to DWR no later than the proposals are due. DWR will only accept the completed questionnaire directly from the proposed referenced client.			
Training and Retention	Provides evidence of a training program and describes the company's training program that provides initial and sustainment training to maintain knowledge and skills of the guard force. Demonstrates per California law and contractual agreement. Confirms a retention rate across the area of service that supports continuity of guards, promotes a sense of ownership of the facilities that are being guarded, and fosters client retention.	Quality and comprehensiveness of training programs, guard force retention rates, and client retention rates.	Training program details, retention rate statistics, client contract renewal rate/percentage.	
Support, Backup, and Response Time	Demonstrates sufficient support and backup for guards, including meeting specified response times and emergency protocols.	Adequacy of support and backup systems, response times.	Support and backup protocols, response time records and tools used to ensure effective response.	
Technology and Equipment	Demonstrates the company's capability to provide and train their guard force in the latest technology and equipment in support of detection, surveillance, reporting, evidence collection, management, fleet	Availability and modernity of technology and equipment, training on their use.	List of technology and equipment, including the training program details used from organic and external personnel/resources to utilize the technology and equipment.	

Work Plan and Work Schedule Evidence Proposal				
Evaluation Category	Description	Measure	Evidence Required	Score (1-10)
	management, and communication.			
Customization and Flexibility (i.e., Ancillary Services)	Demonstrates capability and ability to provide a tailored service to meet DWR's specific needs and ability to support short notice personnel requests, such as emergencies or special events.	Ability to tailor services and respond to short notice requests.	Examples of tailored services, response time records, illustrated client cases.	
Customer Service	Demonstrates professionalism and ensures outstanding professional demeanor, appearance, responsiveness to client issues and requests, and customer service skills of the security personnel.	Professionalism, appearance, and customer service skills of personnel. Responsiveness to client issues and requests.	Reference feedback forms, training program details, company policy regarding uniforms and appearance standards.	
Cost/Billing Structure and Method	Demonstrates clarity of cost breakdown, billing method, and invoice structure. Confirms invoicing accuracy and timeliness.	Provided explanations of cost breakdowns including fleet expenses and clearly stated billing method with explanation on how the invoice is prepared.	Reference feedback forms, company invoice statement (example), and provided details of cost breakdowns.	
Individual Reliability Program	Provides a copy of the company individual reliability program that outlines personnel reliability factors and the process to determine unreliability for disqualifying guards at time of hire as well as reoccurring evaluation once a guard hired and working. Outlines Fleet reliability program to ensure services are uninterrupted. Outlines risk management policies to ensure safety.	Effectiveness of the reliability program over the past three years.	Copy of the reliability program, examples of its implementation and statistical information over the past three years.	

Work Plan and Work Schedule Evidence Proposal				
Evaluation Category	Description	Measure	Evidence Required	Score (1-10)
Compliance and Reporting	Demonstrates compliance in meeting security industry standards, ability to provide detailed and timely reports, and use of various incident reporting systems and documents.	Compliance with security industry standards, experience with electronic reporting tools, quality, and accuracy of timely reports.	Compliance certificates, sample reports, and key performance indicators used to track accurate, detailed and timely guard report submissions.	
Geographical Command and Control	Demonstrates the ability to provide an experienced project management team that can maintain a unified command and control of guard services and standards across multiple diverse regions such as Northern, Central, and Southern California, along with the location of the office(s) for project coordination and service management.	Ability to manage services across multiple regions, location of offices.	Project management structure, key resumes, and office locations.	
Regional/Field Supervisor Structure	Demonstrates sufficient field supervision structure to support statewide operations and after-hours response	Supervisor-to-guard ratio, 24/7 coverage capability, escalation structure, emergency response support	Organizational chart, staffing plan, SOPs	
Key Personnel Stability & Succession Planning	Demonstrates ability to maintain continuity of management personnel throughout contract term	Retention history, succession planning, backfill strategy, transition support	Retention statistics, continuity plan	
Portfolio Manager	Minimum of five (5) years managing large-scale security operations across multiple regions or statewide contracts. Experience managing utility, critical infrastructure, or comparable contracts.	Depth of experience, comparable contract oversight, leadership capability, operational scale managed, regulatory/compliance experience.	Resume, project summaries	

Work Plan and Work Schedule Evidence Proposal				
Evaluation Category	Description	Measure	Evidence Required	Score (1-10)
Account Manager(s)	Minimum two (2) years supervising contract security operations with direct client management responsibilities	Client relationship management, operational oversight, responsiveness, workforce management, scheduling and escalation management	Resume, references, organization chart	
TOTAL				/140

The DWR Evaluation Team will score the submittals based on levels of quality for each scoring criterion. The score and ratings below will be used for all categories, except the evaluation Cost Proposal, which is not scored.

Score	Rating	Explanation
10	Excellent	Exceeds requirements in all aspects, with clear evidence and value-added items.
8	Good	Meets all requirements, with some added benefits or enhancements.
6	Satisfactory	Adequate response, meets minimum expectations.
4	Marginal	Meets some but not all requirements; lacks detail or quality.
2	Poor	Fails to meet most requirements; lacks substance.
0	Non-Responsive	Not addressed in the proposal.

- iii. In Phase Three, for those firms receiving the minimum points, that firm's sealed envelope marked Cost Envelope will be opened. At this time the Small Business (SB) Preferences and DVBE Incentive calculations will be applied as appropriate. The application of the SB Preference and DVBE Incentives may result in the displacement of a previously high scoring firm.

1. SB Preference Calculation

When a certified SB has submitted a qualified proposal and is not the lowest proposing firm, the Department will apply the SB Preference to determine solicitation outcome. Only businesses certified by DGS/OSDS receive five percent (5.0%) calculation preference. If a responsive, responsible firm submitting low cost is already a certified small business, the preference calculation will not be applied.

Small Business Preference Calculation Example

The SB Preference is calculated by factoring five percent (5.0%) of the lowest proposal of a Non-Small Business (NSB) and subtracting the result from that of the certified SB.

NSB Proposal:	\$114,000	
SB Proposal:	\$117,000	
$\$114,000 \times .05 =$		\$ 5,700
SB Proposal:	\$117,000	
Calculation Preference:		<u>\$ 5,700</u>
SB Adjusted Proposal Cost		\$111,300

In the example above, the SB achieves low cost and is in line for award.

2. Disabled Veteran Business Enterprise Incentive Application

When appropriate, application of the DVBE Program Incentive will be applied after the SB Preference is applied and will be factored by the amount of DVBE participation identified by the proposing firm. The net cost proposed by the firm proposing DVBE participation will have their cost proposal reduced by the incentive amount calculated. This may result in the firm achieving low cost placing them in line for solicitation award.

It is possible for an SB firm that is not low cost to become the awarded firm after application of both the SB calculation preference and the DVBE Incentive calculation.

Application of the DVBE Incentive cannot displace the low-cost proposal of a certified SB.

Additional information regarding the DVBE Incentive may be found in Attachment VI of this solicitation.

Allowable Incentive Amounts

When the DVBE program is a required component of the solicitation, the minimum acceptable commitment level is three percent (3.0%). Incentive amounts applied begin at three percent and will not exceed 5 percent.

When the Department waives DVBE program compliance, a firm's DVBE participation is optional. Firms proposing DVBE participation are eligible to receive a DVBE incentive calculation from one percent (1.0%) to five percent (5.0%). The incentive applied will be at the level of proposed DVBE commitment.

DVBE Incentive Scale

5.0% and Over	5.0%
4.0% - 4.99% inclusive	4.0%

3.0% - 3.99% inclusive	3.0%
2.0% - 2.99% inclusive	2.0%
1.0% - 1.99% inclusive	1.0%

Sample Incentive Application

Proposer	A	B	C
Responsive/Responsible	Yes	Yes	Yes
Net Proposed Price	\$100,000	\$102,000	\$103,000
Rank	1	2	3
Small Business	No	Yes	Yes
Eligible Preference	\$0.00	\$5,000	\$5,000
DVBE Participation	None	3.0%	100%
Incentive Amount	\$0.00	\$3,000	\$5,000
Adjusted Bid Amount	\$0.00	\$94,000	\$93,000
New Rank	3	2	1

8. TAX DELINQUENT STATUS VERIFICATION

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

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

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

Franchise Tax Board – Top 500 Delinquent Tax Payers

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

9. GENERATIVE ARTIFICIAL INTELLIGENCE (GEN AI) DISCLOSURE

- a. The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.
- b. Proposer / Offeror must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term

“materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

- c. Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such non-disclosure.
- d. Upon notification by a Proposer / Offeror of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State.
- e. Government Code 11549.64 defines “Generative Artificial Intelligence (GenAI)” as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system’s training data.

10. NOTICE OF INTENT TO AWARD AND PROTEST

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

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

AND

Department of Water Resources
Contract Specialist Email Address: Vinay.Singh@water.ca.gov

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

11. DISPOSITION OF PROPOSALS

Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California and will be regarded as public records under the California Public Records Act (Government Code Section 7920 et seq.) and are subject to review by the public. The State cannot prevent the disclosure of public documents. However, the contents of all proposals, draft proposals, correspondence, agenda, memoranda, working papers, or any other medium that discloses any aspect of a proposing firm's proposal, shall be held in the strictest confidence until the Notice of Intent to Award is posted. Proposals may be returned at the request and expense of the proposing firm.

D. Standard Conditions of Service

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

E. Payee Data Record

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

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

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

G. Economic Incentive Program

Proposing firms may be eligible for additional preferences when their place of business is located within certain economic regions and when they hire persons living and working within those economic regions. Please access the following links to read information about this economic incentive program.

TACPA CONTRACT PREFERENCE

This solicitation contains Target Area Contract Preference Act (TACPA) preference request forms. Please carefully review the forms and requirements. Proposers are not required to apply for these preferences. Denial of the TACPA preference request is not a basis for rejection of the bid.

The State as part of its evaluation process reserves the right to verify, validate, and clarify all information contained in the bid. This may include, but is not limited to, information from proposers, manufacturers, subcontractors and any other sources available at the time of the bid evaluation. Proposer refusal to agree to and/or comply with these terms, or failure to provide additional supporting information at the State's request may result in denial of preference requested.

Contracts awarded with applied preferences will be monitored throughout the life of the contract for compliance with statutory, regulatory, and contractual requirements. The State will take appropriate corrective action and apply sanctions as necessary to enforce preference programs. Links to forms and contact information are below.

- [TACPA Preference Request \(STD 830\)](#)
- [Manufacturer's Summary of Contract Activities and Labor Hours \(DGS PD 525\)](#)
- [Bidder's Summary of Contract Activities and Labor \(DGS PD 526\)](#)

Any questions regarding the TACPA preference should be directed to DGS-PD Support Services Unit at (916) 375-4609 or TACPA@dgs.ca.gov.

H. Small Business Preference Programs

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

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

2. SMALL BUSINESS PREFERENCE

An SB Preference of five percent (5.0%) is used for proposal evaluation purposes when determining a contract award in the following manner:

- a. Five percent (5.0%) is computed from the lowest, responsive and responsible cost proposal. This results in a preference amount.
- b. This preference amount is subtracted from the SB firm's cost proposal.

- c. When the calculation results in the SB firm's proposal being the lowest and having been determined to meet all other proposal specifications, the award is made to the certified small business firm.

3. NON-SMALL BUSINESS PREFERENCE

Under the Small Business Procurement and Contract Act (Government Code section 14835, et seq.), non-small business (NSB) proposing firms may be granted a five percent (5.0%) NSB preference on a proposal evaluation by an awarding department:

- a. If the proposing firm has achieved the minimum required points in Phase One to have cost evaluated in Phase Two;
- b. When a responsible NSB firm has submitted a responsive lowest cost proposal pursuant to the evaluation of the solicitation;
- c. When the NSB firm has submitted a timely, responsive proposal;
- d. When the NSB firm is determined to be a responsible firm; and
- e. When the NSB firm identifies OSDS certified SB(s) it commits to subcontract with on required form DGS PD 05-105, Attachment VIII, of the DGS/OSDS certified SB subcontractor(s) with which it commits to subcontract a total of at least twenty-five percent (25.0%) of its net proposal price with one or more OSDS certified SB(s).

4. NON-SMALL BUSINESS PREFERENCE CALCULATION

The non-small business calculation preference five percent (5%) is used for proposal evaluation purposes when determining a contract award in the following manner:

- a. Five percent (5.0%) is computed from the lowest, responsive and responsible cost proposal. This results in a preference amount.
- b. The preference amount is subtracted from the proposal of the NSB that is subcontracting a minimum of twenty-five percent (25.0%) of its net price to one or more OSDS certified SB(s).
- c. When the calculation results in the NSB firm's proposal being the lowest, and having been determined to meet all other proposal specifications, the award is made to the NSB firm.

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

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

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

Award is made to Firm B as the low proposer at the proposal of \$131,000.

5. TIES BETWEEN CERTIFIED SMALL BUSINESSES AND DVBE BUSINESSES

In the event of a precise tie between the proposal score of an SB and the proposal score of a disabled veteran enterprise, the award shall go to the DVBE firm that is also an SB.

6. MAXIMUM ALLOWABLE PREFERENCES

In no event shall the amount of the SB or NSB subcontractor preferences awarded on a single proposal exceed \$50,000, and in no event shall the combined cost of the SB or NSB subcontractor

preference and preferences awarded pursuant to any other provision of law exceed \$100,000. The five percent (5.0%) calculation preference is used for computation purposes only and does not alter or affect the actual proposal price or the amount of the executed contract. When a certified SB is responsive, responsible, and the highest scored firm, there is no need to compute the SB preference as the SB is already the highest scoring firm.

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

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

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

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

8. PROPOSING FIRM CUF REQUIREMENTS

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

I. **Disabled Veteran Business Enterprise Program**

DVBE Program Participation is Required for Solicitation

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

1. DWR 9526, Attachment VI (Bidder Certification of DVBE Participation)
2. DGS PD 843 Attachment VII (DVBE Declarations)
3. DGS PD 05-105, Attachment VIII (Bidder Declaration)

4. DGS/OSDS Certification(s) for proposer and/or subcontractor(s). Proposer and/or subcontractors must be certified by DGS/OSDS to take part in DVBE Participation Program.

DVBE Incentive is as follows:

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

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

- <https://www.calvet.ca.gov/contact>

- o Phone Number: 800-952-5626
- o Email: DVBE@calvet.ca.gov

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

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

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

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

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

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

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

2. DVBE INCENTIVE PROGRAM

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

The following are key elements of the DVBE Incentive Program:

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

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

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

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

4. DVBE INCENTIVE APPLICATION BASED ON RFP PRIMARY METHOD

This solicitation is a Request for Proposal (RFP) Primary Method and the DVBE Incentive application is applied during Phase Three, when applicable, and is based on cost. The DVBE Incentive application follows the guidelines identified below:

- a. Application of the Incentive is based on a proposing firm's level of DVBE participation identified one percent (1.0%) to five percent (5.0%) and higher.
- b. For awards based on low cost, the incentive is applied by reducing the cost proposed by the amount of incentive as computed from the lowest responsive and responsible proposal. ([CCR 1896.99.100](#)).

5. ORDER OF EVALUATION

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

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

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

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

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

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

PROPOSAL CHECKLIST

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

DOCUMENTS REQUIRED WITH SUBMISSION OF PROPOSAL

- ☐ Attachment I – Cost Proposal Worksheet (*must be signed and include all pages*)
- ☐ Attachment II – Proposal/Proposing Firm Certification Sheet
- ☐ Attachment III – Proposing Firm References
- ☐ Attachment IIIa – Reference Questionnaire
- ☐ Attachment IV – Darfur Contracting Act Certification
- ☐ Attachment V – GenAI Disclosure (DWR 9834)
- ☐ Attachment VIII - Bidder Declaration (DGS PD 05-105) – include all subcontracting information for entire bid on this one form, also indicate if you are not subcontracting services.
- ☐ Attachment IX – California Civil Rights Laws Attachment
- ☐ Attachment X – Iran Contracting Act
- ☐ Work Plan and Work Schedule Evidence Proposal
- ☐ Resumes for all key management personnel assigned to this project explaining their, titles, roles, responsibilities, and qualifications
- ☐ Private Patrol Operator (PPO) license through the California Bureau of Security and Investigative Services (BSIS)

SMALL BUSINESS PROGRAM

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

DVBE PARTICIPATION PROGRAM

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

ADDITIONAL STATE MANDATED PREFERENCE PROGRAMS

Required only when the bidding firm claims the following:

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

DOCUMENTS REQUIRED UPON CONTRACTOR SELECTION

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

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

ATTACHMENT I COST PROPOSAL WORKSHEET

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

The bidder hereby agrees to provide all services required for the foregoing titled work in accordance with the Scope of Work. The rates listed on this Cost Proposal Worksheet will include every item of expense, direct and indirect (including taxes incidental to the specific rates) which are necessary to perform the services in the SOW.

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

Subcontracted work needed for a service request will be invoiced at cost. Copy of original receipt for subcontracted work must be submitted with invoices as supporting documentation.

All purchased materials needed for a service request, will be invoiced at cost. Contractor must provide a copy of original receipt(s), for purchased materials, with invoices as supporting documentation.

The Service Request and Letter of Authorization procedures as stated in Exhibit A, Scope of Work, will be used for typical Service Requests and urgent or emergency situations to procure or rent additional equipment, provide labor and materials, which were unforeseen and not listed in Exhibit B, Attachment 1 (Cost Proposal Worksheet). DWR will request the need for services by submitting a Service Request form to Contractor. Contractor will provide a detailed description of equipment needed, any work to be performed, and all associated costs required to complete work. Contractor must attach their or subcontractor's current, usual and customary posted rates to each Service Request. DWR will pay Contractor in accordance with the Contractor's or subcontractor's current, usual and customary posted rates. DWR will review and evaluate the costs outlined in the Service Request. If DWR approves the Service Request, DWR will issue a Letter of Authorization, authorizing Contractor to begin work. Contractor will not be paid for any equipment, materials, or services if a Letter of Authorization is not approved and signed by DWR.

This Cost Proposal Worksheet will be referred to as Exhibit B, Attachment 1 in the final contract.

ST - Straight Time

Contractor will provide bid rates for all labor classifications within this Cost Proposal Worksheet. The hourly rates listed below will be the rates which Contractor will charge DWR, and will include all costs, including overhead and benefits. DWR will only recognize the bid rates documented on this Cost Proposal Worksheet.

State Holidays

DWR recognizes the following holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Farmworkers Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day

Labor Rates	
Labor Classification	Hourly Rate (ST)
Security Guard 1- (SG1)	\$
Security Guard 2 – (SG2)	\$
Security Operations Center (SOC) Dispatcher	\$
Shift Guard Supervisors (SGS)	\$
Site Guard Managers (SGM)	\$
Account Managers	\$
Portfolio Manager	\$
Labor Rates Total (Sum of all Hourly Rates)	\$

Equipment Rates	
Type of Equipment	Daily Rate
Light-Duty Truck	\$
Light-Duty Truck (4X4)	\$
SUV	\$
SUV (4X4)	\$
Sedan	\$
Equipment Rates Total (Sum of all Equipment Rates)	\$

Total Bid Amount (Labor Rates Total + Equipment Rates Total)	\$
---	----

NO GUARANTEE OF WORK UNDER THIS CONTRACT.

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

Company Name

Printed Name and Title of Company Representative

Signature of Company Representative

Date

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

ATTACHMENT II PROPOSAL/PROPOSING FIRM CERTIFICATION SHEET

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

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

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

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

Completion Instructions for Proposal/Proposing Firm Certification Sheet

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

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

**ATTACHMENT III
PROPOSING FIRM REFERENCES**

List references of three (3) clients of comparable geographic size and number of employees as DWR, State Water Project for which security guard services were provided in the past three (3) years.

REFERENCE 1

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number ()

Dates of Service

Brief Description of Service Provided:

REFERENCE 2

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number ()

Dates of Service

Brief Description of Service Provided:

REFERENCE 3

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number ()

Dates of Service

Brief Description of Service Provided:

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

**ATTACHMENT IIIa
REFERENCE QUESTIONNAIRE**

To be completed independently by reference, as reflected in the proposal. Placed in the bidder's proposal packet in a sealed envelope from the reference.

Name of Person Completing Questionnaire:

Position:

Organization:

One (1) rated unsatisfactory and five (5) excellent

1. Was security guard company's performance effective and in line with your organization's expectations and procedures?

1 2 3 4 5

2. Were post orders followed and administered professionally by the guards?

1 2 3 4 5

3. Were guard posts filled by qualified personnel and identified vacancies addressed and filled within your organization's contractual required timeframe?

1 2 3 4 5

4. Were guards appropriately trained for their assigned to a post on their first day?

1 2 3 4 5

5. Were all required reportable incidents and observations submitted in a timely manner by guards with minimal edits or corrections?

1 2 3 4 5

6. Were invoices submitted by the guard company accurate, timely, and without mistakes?

1 2 3 4 5

7. Were issues identified by the client, resolved in a timely and professional manner, and communicated effectively by guard company management staff?

1 2 3 4 5

8. Was the guard company management team responsive to your organization's needs and challenges, and were they able to address issues in a timely manner regarding guard performance?

1 2 3 4 5

9. How long has the guard company provided these services? _____

10. What was the number of guards being provided for services? _____

11. Did the company provide vehicle patrols? _____ (yes or no)

Any issues or comments we should be made aware of not covered above:

**ATTACHMENT IV
DARFUR CONTRACTING ACT CERTIFICATION**

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

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

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

OR

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

OR

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

CERTIFICATION

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

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

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

ATTACHMENT V

State of California

DEPARTMENT OF WATER RESOURCES

California Natural Resources Agency

Generative Artificial Intelligence (GenAI) Disclosure

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

ATTACHMENT VI

State of California

DEPARTMENT OF WATER RESOURCES

California Natural Resources Agency

BIDDER CERTIFICATION OF DVBE PARTICIPATION

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

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

A copy of the current and valid certification from the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise, must be included for each DVBE firm, from the Cal eProcure website below:

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

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

ATTACHMENT VII

[Link to form DGS PD 843](#)

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

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS DGS PD 843 (Rev. 9/2019) Formerly STD. 843		
Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.		
SECTION 1		
Name of certified DVBE: _____		DVBE Ref. Number: _____
Description (materials/supplies/services/equipment proposed): _____		
Solicitation/Contract Number: _____		SCPRS Ref. Number: _____
(FOR STATE USE ONLY)		
SECTION 2		
APPLIES TO ALL DVBEs. Check only <u>one</u> box in Section 2 and provide original signatures.		
☐ I (we) declare that the <u>DVBE is not a broker or agent</u> , 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 <u>DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s).</u> (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 <u>not</u> 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 <u>AND</u> 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) <u>own(s) at least 51% of the quantity and value of each piece of equipment</u> 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 <i>Military and Veterans Code 999.2, subsections (c) and (g).</i> Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in <i>Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.</i>		
Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):		
_____ (Printed Name)	_____ (Signature)	_____ (Date Signed)
_____ (Address of Owner)	_____ (Telephone)	_____ (Tax Identification Number of Owner)
Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):		
_____ (Printed Name of DV Manager)	_____ (Signature of DV Manager)	_____ (Date Signed)
Page ____ of ____		

ATTACHMENT VIII

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

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

State of California—Department of General Services, Procurement Division
GSPD-05-105 (REV 08/09)
Solicitation Number _____

BIDDER DECLARATION

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

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

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

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

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

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

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

Page _____ of _____

State of California—Department of General Services, Procurement Division
GSPD-05-105 (REV 08/09) Instructions

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

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

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

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.eppscare.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.

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

DEPARTMENT OF GENERAL SERVICES
OFFICE OF LEGAL SERVICES

ATTACHMENT IX

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

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

CERTIFICATION

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

Proposer/Bidder Firm Name (Printed)

Federal ID Number

By (Authorized Signature)

Printed Name and Title of Person Signing

Executed in the County of

Executed in the State of

Date Executed

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

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

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

OPTION #1 - CERTIFICATION

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

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

OPTION #2 – EXEMPTION

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

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

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

SAMPLE CONTRACT

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (if Applicable)

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

CONTRACTING AGENCY NAME

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

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

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

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

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

CONTRACTING AGENCY ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (if Applicable)

EXHIBIT A SCOPE OF WORK

I. DESCRIPTION OF SERVICES

The Contractor (Contractor) will provide unarmed security guard services to the Department of Water Resources (DWR) facilities across the State Water Project (SWP). The services provided will be performed by qualified employees in the strictest conformity with the industry's best practices, local and State laws and regulations, and DWR policies.

II. LOCATION OF SERVICES

Contractor will provide services at various SWP facilities and locations throughout the State of California.

III. CONTRACT MANAGERS

Department of Water Resources	(Contractor Name)
Contract Manager: TBD	Contract Manager:
Phone Number: TBD	Phone Number:
Email: TBD	Email:

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

IV. DESCRIPTION OF ANTICIPATED WORK

Contractor will provide all management, supervision, labor, replacement and/or reserve personnel, equipment, vehicles, and supplies necessary to provide security guard services. Services will be accomplished by utilizing licenses and professional unarmed and uniformed Security Guards (SGs) to protect SWP visitors, staff, real and personal property, and deter any unlawful activities on SWP property. Contractor will provide Security Guards, Site Guard Managers and Shift Guard Supervisors, and other Contractor employees that will perform services on-site at DWR SWP facilities, who will hereafter collectively be referred to as "Stationed Employees". Contractor will also provide Portfolio Managers and Account Managers, who will hereafter collectively be referred to as "Non-Stationed Employees."

1. Contractor to provide Security Guard services which include:
 - a. Quality customer service.
 - b. Vehicle and pedestrian access control.
 - c. Vehicle and foot patrols of interior and exterior areas of SWP property.
 - d. Observe activities, assess, and report on activities.
 - e. Monitor closed-circuit television (CCTV) for non-approved activity.
 - f. Monitor and respond to radio and telephone calls.
 - g. File reports, logs, and other documents in an accurate and timely manner.
 - h. Supervision and management of security personnel.
2. Contractor is directly responsible for access control, monitoring, deterring, detecting, and responding to crime against SWP staff and property. Contractor is also responsible for providing the following basic services which include:
 - a. Prevention or detection of crime.
 - b. Preventing unauthorized entry or activity.
 - c. Prevention and reporting of vandalism or trespassing on SWP property.
 - d. Prevention and detection of theft, loss, fire, and safety hazards.

3. Contractor will provide the following services to protect SWP visitors, staff, and property:
 - a. Plan, schedule, coordinate, and ensure effective performance of all security guard services.
 - b. Create and coordinate the working schedule for supervisors and SGs, including any applicable relief periods, special request coverage.
 - c. Screen persons entering SWP property for the purpose of allowing access only to those persons having legitimate business with SWP and restricting access to those individuals who do not.
4. Post and patrol duties are governed by SWP policies and Standard Operation Procedures (SOPs) and Post Orders (POs) jointly developed with the Contractor. A master PO will be kept at each Field Division and may include the following:
 - a. Front Gate Post
 - b. Zone Patrol Post
 - c. Roving Patrol Post
5. Security Operations Center (SOC) Post: Receives, analyzes, interprets, evaluates, and prioritizes emergent and non-emergent information via the telephone, radio, computer, alarms, and in person contacts. These calls for service are dispatched to SGs and other emergency personnel that may be needed and notifications made to Area Control Center (ACC) and field division representative(s).
6. Access Control and Monitoring System (ACAMS) and Fire Detection Systems: Monitor and respond to ACAMS and fire detection systems irregularities and events.
7. Video: Operate and monitor CCTV and video management systems.
8. Unauthorized Access: Discover and report persons attempting to gain unauthorized access to SWP property.
9. Hazardous Conditions: Report daily, in accordance with POs, potentially hazardous conditions and items in need of repair, including inoperative lights, leaks, broken gates/fences etc.
10. First Responder Assistance: Assist first responders, medical and law enforcement personnel as necessary, and when requested to do so.
11. Reports and Records: Prepare required/necessary reports on incidents and provide verbal and written reports to those specified in the security POs and to others as specified by the Field Division Representative.
12. Emergency or Temporary Post Request: These will be requested by the Field Division Representative on an as needed basis and may support additional building watch, access control, and/or other situations to protect SWP property. Contractor must provide such additional personnel as needed and requested by the Field Division Representative.

V. DESIGNATED POSITIONS

Positions will be filled with classifications as specified unless authorized by Field Division Representative. Replacement personnel shall be of the like classification. Should Contractor determine it is necessary to temporarily fill a position with a higher classified employee, Contractor shall not be authorized to bill SWP at the higher bill rate. No positions shall be filled with a classification lower than designated except in emergency situation, as defined by the California Department of Water Resources (DWR).

1. Portfolio Manager
 - a. Contractor employee responsible for overseeing and managing all contracted security personnel assigned to SWP and will ensure contract performance expectations are met.

- b. Assigned in a management capacity, Monday through Friday on the day shift and will be the day-to-day contact for the Field Division Representative.
 - c. Contractor employee responsible for financial verification, adjustment, and reconciliation.
 - d. Ensure SG personnel and training files and compliance folders are audited periodically and available for all regulatory and compliance surveys.
 - e. Must have five (5) years of supervisor experience.
2. Account Managers
- a. Contractor employees responsible for oversight of the day-to-day security operations of Field Division(s).
 - b. Assigned in a management capacity, Monday through Friday on the day shift.
 - c. The day-to-day contact for the Field Division Representative in each region or designee and reports to the Portfolio Manager.
 - d. Coordinate with the Field Division Representative, Portfolio Manager, and Security Administrative Staff all security operations and all security-related training activities, including the programmed periodic training.
 - e. Coordinate with field personnel to ensure uniforms and equipment are maintained and supplies on hand.
 - f. Must have two (2) years of supervisor experience
3. Site Guard Managers (SGM)
- a. Contractor Supervisors providing overall command of the security operations at the Field Division.
 - b. Reliable, skilled and proficient, can train and correct SGs; posts include patrol and site guard managers.
 - c. Must have three (3) years of supervisor experience and/or experience with the State Water Project.
4. Shift Guard Supervisors (SGS)
- a. Contractor Supervisors providing overall command of the security operations of a designated shift at a Field Division.
 - b. Reliable, skilled and proficient, can train and correct SGs; posts include patrol and shift supervisors.
 - c. Must have two (2) years of supervisor experience and/or experience with the State Water Project.
5. Security Guards (SG)
- a. Contractor employees; unarmed guards, with security training providing security protection services in accordance with instructions provided by SWP and general duties outlined in the job descriptions and POs. Contractor will follow the below classifications:
 - i. SG1: Initial certification requiring direct supervision; posts are limited to static post or front gate positions.
 - ii. SG2: Experienced with demonstrated skills to work independently; posts include patrol.
6. SOC Dispatchers
- a. Prioritize emergent and non-emergent requests for service and dispatch security and emergency personnel, as needed, by monitoring provided center systems and equipment.
 - b. Must have one (1) year experience as a dispatcher.

VI. GENERAL PROCESS AND PROCEDURES

- 1. **Patrol Area:** The SG will work in the area that they were assigned unless the Field Division Representative gives other directions.
- 2. **Visible Presence:** SGs will maintain a visible presence by being in public view on patrol or combination posts.

3. **Conduct of Security Guards:** SGs will perform their duties in a polite and professional manner, including those situations when persons are abusive, rude, threatening, or obnoxious. The SGs must maintain self-control in stressful situations and respond even though subjected to verbal abuse in a polite and businesslike manner in order to control the situation.
4. **Daily Activity Report:** The Daily Activity Report (DAR) is used to record all security related matters, time of inspections, including feature, structure, and building inspection point. Roving patrols and combination posts will document activities on this form.
5. **Building checks:** The SG will inspect doors to buildings in all areas. During non-business hours, exterior doors to facilities discovered unlocked will be investigated and reported in the DAR and incident report entered into DWR/SWP Security Event Reporting System (SERS). If there is reason to suspect unauthorized entry has occurred, the SG will use professional judgment to assess the situation, investigate if determined appropriate, or call the ACC and SOC to report the incident.
6. **Reporting Crimes or Disturbances:** SGs will remain alert. Observe and report immediately to the designated operations center all violations of Federal or State Law, local regulations, safety hazards, facility problems, security problems, and/ or unusual incidents occurring on State owned or controlled property by telephone. This includes loitering, unauthorized persons in the building after duty hours, disturbances, demonstrations, trespass, suspicious persons, injuries, accidents, fires, bomb threats, suspicious packages, natural gas leaks, or water leaks. After reporting the above, the SG will take immediate action to save lives, prevent injury, calm the situation, and protect property. When the situation has returned to normal the SG will make an incident report of the incident, or disturbance. The SG will notify the ACC, SOC, and Field Division Representative as soon as possible on incidents involving Fire, Police, or Medical calls.
7. **Trespassers:** Trespassing offenses will be reported to the ACC and SOC. The ACC or SOC will request law enforcement to respond to all such incidents. The SG will record all such incidents in the DAR and supplement with an incident report. Law enforcement agencies that have jurisdiction are the California Highway Patrol, California Department of Parks and Recreation, County Sheriff, and the California Department of Fish and Wildlife. SGs will ensure that the persons in the facility are wearing identification badges that are visible.
8. **Unauthorized Persons:** Persons discovered in a building after the building is closed, will be asked to identify themselves and display government credentials or identification that permits them to be there. If the SG feels that something suspicious is happening, the SG will request assistance by contacting the ACC or SOC immediately.
9. **Required Signs:** SGs will inspect posted regulatory and informational signs; report damaged and missing signs to the ACC and log the information in SERS. Typical signs are for traffic control, trespass, safety, information, and emergency numbers.
10. **Cut Chains or Locks:** Report missing and/or cut chains/locks to the ACC and SOC. Log the incident into the DAR and replace any damaged gate locks or chains with case hardened type provided by SWP.
11. **Perimeter Patrol:** The SG will patrol and inspect perimeter fencing and signage of the facility, administrative area, pumping-generating plant, dams, aqueduct, and any other protected facility to the operations center. The SG will report potential safety hazards, sheen like substance on water surface, or facility problems immediately. The SG will remain at the affected site, unless released by the ACC, until responding SWP personnel, law enforcement, or fire department arrives. The SG will check all building exterior doors and secure any found open. Unusual items discovered outside of buildings will

be investigated. Workers in the area should be asked about such items. When the item cannot be identified or explained, the item will be reported to the ACC and SOC who may contact local law enforcement.

12. **Response to Intrusion Alarms:** The roving guard(s) will respond to intrusion alarms for the facility. Should an alarm condition occur, the ACC or SOC will alert the SG and request they investigate the alarm condition. The SG will reset the alarm and investigate. If an unsecure condition is discovered, and the SG is unsure if unauthorized personnel are on-site and/or have been on-site, the SG will contact the ACC/SOC and have law enforcement respond. When the building has been cleared by law enforcement and the "all clear" given, the SG will secure windows and doors, and notify the ACC and SOC of damages or doors that cannot be secured.
13. **Vehicle Accident/Damage Report:** SGs must report all vehicle damage to their supervisor immediately and fill out an incident report before end of shift. The SG will notify the SGM/SGS and the Field Division Representative as soon as possible of vehicle damage or mechanical problems.
14. **Incident Response:** The SGs on duty at the time of an incident will respond to the scene of the incident and take charge of the situation until relieved by authorized personnel. A security incident report will be submitted and copy of all documents related to any incident will be given to the Field Division Representative.

VII. CONTRACTOR RESPONSIBILITIES

1. To be eligible to provide services for SWP, all Stationed Employees will be capable of providing a satisfactory level of security service. Contractor will ensure that all Stationed Employees meet conditions of employment regarding health screening and applicable hiring criteria listed below.
2. Contractor must ensure all employees meet the following minimum hiring profile:
 - a. Possess a Security Guard Registration Card, issued by the Bureau of Security and Investigative Services (BSIS).
 - b. High School Education or GED equivalent
 - c. Driving positions must have a valid Drivers License issued by the California Department of Motor Vehicles and be a minimum of 21 years old.
 - d. Ability to fluently speak, read, and write the English language
 - e. Ability to meet each facility and/or regulatory specification
 - f. Pass a Motor Vehicle Record check and clearance
 - g. Pass a multi-drug screen and submit to random drug testing as required
 - h. Possess the physical qualifications to meet the physical demands of his/her duties.
 - i. SGs must be capable of the following:
 - i. Standing or walking for an entire shift.
 - ii. Climbing stairs and/or ladders.
 - iii. Lifting and carrying objects weighing up to 25 lbs.
 - iv. Running.
 - v. Self-defense.
 - j. Capable of hearing ordinary conversation at twenty (20) feet.
 - k. Possess vision correctable to 20/20
 - l. The ability to construct and write clear, concise, accurate, and detailed reports
 - m. The ability to successfully and comfortably de-escalate a tense situation
 - n. The ability to maintain poise and self-control in emergency situations
 - o. Pass a Criminal Background Check, including the following:
 - i. A Federal and State check for felony and misdemeanor criminal convictions in all locations where the assigned employee has resided, has been employed, has attended school or has applied for

- credit in the immediately preceding seven (7) years, including a criminal database check of information from all fifty (50) states for Federal and State convictions
- ii. The name to which individual's Social Security Number is attributed and history of addresses shall be verified.
 - iii. The individual's identity shall be verified by an independent identity check by Passport or other similar government document
 - iv. Employment verification via I-9 will be completed for all Contractor employees to present proof of citizenship or authorized alien status. All potential employees will be processed through E-Verify, the U.S. government's employment eligibility system or equivalent, as approved by SWP.
 - v. Prohibited Assignments:
 - 1) Criminal Convictions. An individual will not be assigned to work at SWP if the individual has been (i) convicted of a felony or misdemeanor (or the equivalent thereof under relevant non-US law) involving a crime of violence or dishonesty, or (ii) or for whom a warrant is outstanding involving a crime of violence or dishonesty, or, (iii) to the extent permitted by applicable law, for whom a charge for a crime of violence or dishonesty is currently pending.
 - 2) The foregoing shall not apply to a minor traffic violation (a moving traffic violation other than reckless driving, hit and run, driving to endanger, vehicular homicide, driving while intoxicated or other criminal offense involving gross negligence, recklessness, intentional or willful misconduct while operating a motor vehicle), to a conviction that has been legally expunged, or to a conviction for a misdemeanor that occurred while the employee was under the age of twenty-one (21) years.
 - 3) To the extent Contractor analyzes all information relevant to any such conviction and believes that there are extenuating circumstances related to the conviction that render the individual suitable for a position at SWP, Contractor will present that information to the DWR Contract Manager or designee before assigning anyone on SWP property.

VIII. Work Schedules/Post Fill Restrictions:

1. Work schedules will provide 24 hour a day, seven (7) days a week coverage, including holidays. Shift schedules may vary depending on the needs of Field Division.
2. Monthly work schedules will be based on the calendar month and will be developed between the Site Guard Supervisor/Manager and Field Division Representative in advance to the start of each month. Schedules may vary depending on the needs of the Field Divisions. The final schedule with all changes will be provided to the Field Division Representative for cost tracking purposes.
3. Contractor will not fill vacant posts by diverting SGs from other required posts without the permission of the Field Divisions Representative. Regardless, the post being vacated to fill the shortage post, if approved, will be considered an unfilled post and liquidated damages will apply according to Exhibit A- Attachment 2, Service Level Agreement.
4. SGs may not incur overtime unless authorized to do so by the Field Division Representative in writing prior to the provision of overtime services. Email approvals are acceptable.
5. Unauthorized overtime costs must be borne by the Contractor. Billing will include written copies of all approved overtime. Unsupported overtime will not be paid.
6. Overtime incurred by the Contractor by filling a vacant post with an SG already having reached the overtime threshold for the week must be the responsibility of the Contractor.

IX. Reporting Procedures:

1. SGs will report, in person, by phone, or by card key swipe to the ACC and SOC at the beginning of the shift and at least once during the shift. An electronic DAR will be maintained by each SG on shift and be viewable to the SWP representative at any time.
2. A copy of any security violations or incident reports taken during the shift will be given to the SWP representative, SGM, or SGS or placed in a designated area approved by the Field Division Representative.
3. The unit(s) on patrol will communicate directly with the ACC and SOC of any findings and/or conditions. If an incident requires the response of law enforcement, the ACC or SOC will contact the appropriate law enforcement agency. In a life or death situation, the SG may call 911 directly and advise the ACC or SOC when safe to do so.
4. The SWP representative, SGM or SGS will meet with the Field Division Representative a minimum of once weekly to discuss security needs, work schedules, equipment needs and/or replacement, and other duties as required.
5. The Field Division Representative SGM or SGS will be responsible for entering reportable security incidents into SERS.
6. All SGs are to be made aware of reportable incidents and properly entered into SERS.

X. CONTRACTOR TRAINING REQUIREMENTS

1. Initial orientation of DWR SWP facilities and security inspection needs will be provided by DWR, training not to exceed sixteen (16) regular hours of pay. Thereafter, the responsibility for ensuring that the security forces are familiar with DWR SWP facilities, security procedures, and requirements will be the Contractor's.
2. Contractor will provide a report and schedule to the Field Division Representative for all SGs that require annual guard training. The report will identify when the current training expires and when the new qualifications will be renewed. Contractor will make available upon request for training records at any time to the Field Division Representative.

XI. REQUIRED CERTIFICATES AND LICENSES

1. Prior to being posted, all Stationed Employees will have proof of the following certificates documented in their training folder:
 - a. High School Diploma or GED
 - b. California Driver's License
 - c. Background check results
 - d. Job Description
 - e. BSIS guard card
 - f. First Aid/CPR/AED Certification

XII. REMOVAL FROM DUTY

1. DWR may request Contractor to immediately remove any employee(s) from a Field Division if, DWR, in its sole discretion, determines that individuals are being assigned to duties who have been disqualified for either suitability or security reasons and/or who are found to be unfit for performing services during assignment of duty. Contractor shall comply with these requests and provide replacement personnel

immediately. Further, DWR retains the right, to request permanent removal of any employee from performing Services under the agreement should the employee's conduct so warrant. Any additional expense resulting from such action shall be borne by and be the sole responsibility of Contractor. Each employee assigned for replacement or additional services shall be licensed, trained, uniformed, equipped and supervised in accordance with the hiring profile within the Conditions of Service. Disciplinary actions, including removal of an employee, and/or as a result of non-performance agreement shall be the responsibility of Contractor.

2. Remedial employee training, counseling, and removal of personnel from a Field Division, with or without cause, upon DWR request must be subject to the following:
 - a. With cause – removal and replacement required within two (2) hours.
 - b. Without cause – removal and replacement required within twelve (12) hours.

XIII. EQUIPMENT AND UNIFORMS

1. Except where otherwise specified, Contractor shall furnish and maintain in good condition, all equipment and material necessary for the performance of Services. All expenses associated with equipment and uniforms shall be the sole responsibility of Contractor. Equipment and uniforms include: uniforms, duty belts and gear, badges, rain gear, and personal protective equipment (PPE).
2. A complete and distinct uniform will be worn by all SGs. It will not be of such a design, color, or decoration as to allow the wearer to be mistaken for a Law Enforcement Officer. Contractor will provide all required uniforms worn by SGs under this agreement. No SG may enter on duty until he/she has a complete uniform, including accessories.
3. SGs will not be permitted to have in their possession any unauthorized supplemental or personal equipment, such as chemical agent devices, firearms, knives, or other such non-standard items.
4. Contractor will provide and maintain, at Contractor's expense, requested vehicles under the agreement. Contractor supplied vehicles shall be of such design, color, or decoration as to allow security vehicles to be distinguishable from Law Enforcement vehicles. Vehicles must be clean, neat, adequately maintained, and in good working order at all times.
5. Cellular phones must be provided to necessary personnel by the Contractor at the contractor's expense. The number of cellular phones will be agreed upon between the Contractor and the Field Division Representative.
6. Cellular phones are for official business only. Any unauthorized use of the phone, data, or applications is forbidden.
7. Contractor will provide vehicle and wall chargers to ensure phones always have power.

XIV. PATROL VEHICLES

1. Contractor will supply patrol vehicles. Patrol vehicles will include, at minimum, sedans, light-duty trucks, and sport utility vehicles (SUVs). Light-duty trucks and SUVs should also include four-wheel drive (4 X 4). All vehicles provided will meet the minimum requirement of a light duty truck or SUV for use on unpaved surfaces and poor weather conditions while patrolling. Vehicles will be marked appropriately, equipped with light bars and positional spotlights, and be equipped with the proper safety and security equipment, as required by State Law, regulations, or ordinances
2. Contractor will be responsible for the cleanliness of the vehicles and will see that the vehicles are maintained in good working order.

3. At no time is vehicle maintenance approved to be performed by on duty security staff. If on-duty security staff are performing maintenance on patrol vehicles SWP will not be charged for any SG time for that time period.
4. Patrol vehicles will be billed in accordance with Exhibit B, Attachment 1 (Bid Sheet). Monthly rates will include all costs for the patrol vehicles (i.e. maintenance, lease, insurance).
5. The driver of the vehicle will be held accountable for all incidents involving the vehicle assigned to the SG. The ACC, SOC, Field Division Representative will be notified in the case of any accident.
6. The Contractor must be responsible for all damage and repairs to the patrol vehicles for each accident caused by, or occurring while driven by, an assigned SG.
7. The Contractor will maintain a fuel account charging card for each vehicle. It is the responsibility of the SG to refuel prior to the oncoming shift. The monthly gas bill, itemized for each patrol, will be provided with invoicing for reimbursement. This does not include any toll charges or FasTrak fees that were incurred.
8. If the patrol vehicle must be taken out of service for routine maintenance or damage repair, or becomes unsafe or non-serviceable, the Contractor will provide a similar equipped and marked vehicle immediately. Any patrol shift not able to be completed due to a missing vehicle will be considered an unfilled shift and the liquidated damages according to Exhibit A- Attachment 2, Service Level Agreement will apply. Inability to provide required patrol vehicles places undue risk on the SWP resources and is not acceptable. DWR will not be charged for any SG time it takes to take/return the vehicle for repair/maintenance.
9. Contractor must equip patrol vehicles with tracking software and provide DWR with reports when requested.

XV. DOCUMENTATION REQUIRED

1. In addition to the documentation previously indicated, Contractor will maintain a proactive documentation system, that will outline the program, define the activity of all Stationed Employees, and allow for a mechanism to evaluate the effectiveness of security activities. The following are required:
 - a. **Operations Procedures Manual and Facility Post Orders:** Continuously updated and developed for all new permanent and temporary posts with a formal annual review and approval by the Field Division Representative.
 - b. **Quarterly Performance Review (QPR):** A formal quarterly presentation facilitated by the Contractor is designed to review performance during the previous quarter. The performance will be measured using DWR established Key Performance Indicators according to Exhibit A- Attachment 2, Service Level Agreement. The intent of the QPR is to address issues of poor performance as well as to recognize exceptional performance according to Exhibit A- Attachment 1, Quarterly Performance Review.
 - c. **Invoice Report:** Contractor will provide a monthly report comparing contracted hours required to hours provided with explanations of all variances both above and below contracted amounts. The report is due to Field Division Representative seven (7) days after calendar monthly invoices are posted. Invoices will not be paid for tasks not completed, non-performance, deficient performance, or any other breach of agreement.

XVI. ACCOUNTABILITY

1. All materials and/or equipment provided by DWR to the contractor will be signed for.
2. The Contractor assumes full responsibility for all equipment issued by DWR for performance of the security services. The Contractor will reimburse DWR, at current market rates, for all equipment lost, damaged, stolen, or otherwise unavailable due to fault of the Contractor or Contractor's agents, or employees.
3. All materials and/or equipment will be jointly inventoried semi-annually by the Contractor and the Field Division Representative.
4. If keys assigned to the Contractor are lost by the Contractor, the cost of rekeying the affected locks will be the responsibility of the Contractor.
5. DWR will not be responsible for supplying SGs with additional materials such as pens, pencils, papers, flashlights, batteries, and bottled water.

XVII. CONTRACTOR KEY PERSONNEL

1. Contractor will provide a list of key personnel that are considered essential to Services being performed under the agreement. Prior to diverting any of the specified individuals to other programs or in the event key personnel terminates his/her employment, Contractor shall notify Field Division Representative in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on this agreement. No diversion or substitution of key personnel shall be made by Contractor without written consent of SWP.
2. Should the services of the key person become no longer available to DWR, the resume and qualifications of the proposed replacement shall be submitted to DWR for approval as soon as possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key person, unless the Contractor is not provided with such notice by the departing employee. DWR shall respond to the Contractor within seven (7) calendar days following receipt of these qualifications concerning acceptance of the candidate for replacement.

XVIII. DWR KEY PERSONNEL

DWR Field Division Representatives have the ultimate responsibility for the administration of the agreement and determines the adequate performance by Contractor, act as the DWR representative for change of Services at DWR Field Divisions, and ensure compliance with agreement requirements.

XIX. ADDITIONAL CONDITIONS OF SERVICE

1. All work is to be accomplished by personnel experienced in the type of work to be performed. Contractor will diligently execute all such work. Contractor will provide services on an as-needed and required basis, and services will be scheduled to be performed during normal working hours. Normal working hours for Non-Stationed employees are defined as 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding official State holidays as stated on Exhibit B, Attachment 1 (Bid Sheet). Normal working hours for Stationed Employees will be determined by the appropriate Field Division but personnel must be available on twenty-four hours per day basis.
2. Contractor may be required to work outside normal working hours, upon request and approval by DWR. Contractor will respond immediately to perform urgent/emergency work when directed by DWR and will

be available to continue on a twenty-four (24) hour basis until the emergency condition has been lifted by DWR.

3. Contractor will remain informed of, and in compliance with all federal, State, and local laws, ordinances, rules and regulations while performing all work under this contract, and notwithstanding any provision of this contract which may conflict.
4. DWR will pay Contractor for work and/or services according to provisions of Exhibit B, Attachment 1 (Bid Sheet).

XX. SUBCONTRACTING

1. Should Contractor need to subcontract for work covered under this contract; Contractor, after notice to DWR, will obtain at least three (3) competitive bids for the work or provide satisfactory justification for not doing so. Contractor will be responsible for all services performed under the contract, including any subcontracted services. Contractor will be responsible for requiring that any subcontracted work will be in compliance with all applicable provisions of this contract, including compliance with federal, State, and local laws, ordinances, rules, and regulations. Contractor may not proceed with subcontracted work until DWR notifies Contractor that use of subcontractors is approved.
2. Contractor will invoice DWR for subcontracted work, according to Exhibit B, Attachment 1 (Bid Sheet).

XXI. AUTHORITY OF DWR CONTRACT MANAGER OR DESIGNEE

1. DWR Contract Manager or designee will decide as to interpretation and fulfillment of contract requirements, and the prosecution, progress, quality, and acceptability of work. DWR Contract Manager or designee will implement and enforce decisions by issuing orders, directives, instructions, and notices to Contractor and Contractor's guards, agents, representatives and employees.
2. DWR Contract Manager or designee will advise Contractor of current delegations of authority.
3. Any oral decision, order, instruction, approval, direction, or notice made by the DWR Contract Manager or designee will be confirmed in writing upon Contractor's written request.

XXII. SECURITY

1. All Contractor's personnel that will be working on-site within SWP facilities will provide government issued identification.
2. Photography of the outside of buildings or grounds and photography that would document the specific arrangement and layout of the facilities is prohibited unless directed by DWR; in such case, the contractor shall provide the images to DWR and shall not retain the images unless directed by DWR.
3. Contractor will report to specified location as directed by Letter of Authorization (LOA) or the DWR Contract Manager or designee, where they must sign in and remain until assigned DWR employee arrives to escort contractor personnel to the worksite.

4. Contractor will not reproduce paper drawings and photographs that DWR has provided for performing the work. Upon expiration of the contract all paper drawings and photographs that DWR has provided to Contractor will be returned to DWR and all electronic drawings and photographs of DWR facilities, systems, and equipment will be purged from Contractor's and subcontractors' computers.
5. Contractor and its staff may be required to complete a background check upon request by DWR. The background check shall be administered by or at the direction of DWR.

EXHIBIT A, ATTACHMENT 1 QUARTERLY PERFORMANCE REVIEW

Quarterly Performance Review (QPR): A formal quarterly presentation facilitated by the Contractor is designed to review performance during the previous quarter. The performance will be measured using DWR established KPI's/ The intent of the QPR is to address issues of poor performance as well as to recognize exceptional performance. The goal of the QPR is continuous performance improvement. The following pertain to the QPR:

1. Data will be collected throughout the quarter by the Contractor and the FDSC.
2. The QPR will be conducted at a location TBD by the FDSC. It will be conducted no later than three weeks following the close of the quarter.
3. The Contractor will roll-up and analyze the data and present for their Division to the DWR leadership during the QPR. Data will be gleaned through verbal input, written evidence of poor performance, formal letters/reports, the monthly SPS, random inspections and internal data maintained by the Contractor, among other sources.
4. The format for the PowerPoint presentation as well as required content for the QPR will be provided to the Contractor.
5. KPI's have been grouped into clearly defined categories, with established definitions and performance standards.
6. Each category will have clear performance scoring methodologies and result in a score for the category. Category scores will lead to an acceptable, marginal or unacceptable result for each category. The QPR KPI's will include the following, Details can be found in Attachment ____ to this exhibit:

A. Financial Performance

- i. Invoice Accuracy
- ii. Invoice Timeliness

B. Security Guard Performance

- i. Uniform and Grooming
- ii. Adherence to Post Orders and Instructions
- iii. Incident Reporting and Notification Procedures

C. Management Communication/issue Resolution

- i. Project Manager (PM) is responsive to issues and responds in a timely manner with proposed solutions to problems encountered
- ii. PM maintains established expectations from COR/COTR

D. Contract Compliance

- i. Post Inspections
- ii. Dark Posts (unfilled shifts required by contract)
- iii. Security guard licensing/training
- iv. Security guard replacement

E. Bonus Category

- i. Outstanding performance or “value added” contribution by the contactor

- 7. Scores from the QPR will feed into a Quarterly Contract Performance Scorecard resulting in a final quarterly score. A sample of the score card can be found in Attachment ____ of this Exhibit.
- 8. Poor performance scores, those in the NEEDS IMPROVEMENT or UNACCEPTABLE range will require a Performance Improvement Plan (PIP) the PIP is developed by the Contractor using the below format and will address all deficiencies and outline a plan for correction.
- 9. The PIP will be completed and provided to the FDSC within 7 days after receiving the score.
- 10. If the deficiencies are not resolved by the following QPR, a determination of Contractor inability to meet contract requirements may lead to termination of service.
- 11. The KPI's will be evaluated at least annually by the Contractor and the designated DWR representative to determine continued applicability and relevance.
- 12. A copy of the KPI's, point worth, and sample scoring are in Exhibit A, Attachment 2 (this is subject to change at SWP's discretion).

EXHIBIT A, ATTACHMENT 2 SERVICE LEVEL AGREEMENT

1.0 INTRODUCTION

1.1 Scope

The Service Level Agreement (SLA) documents the agreed provision of security services (Services) provided by a security firm (Contractor) to the Department of Water Resources (DWR) and the agreed standards to which the Services will be provided. This SLA is managed by DWR Division of O&M and supporting contracting office.

1.2 Benefits Gained

- 1.2.1 An SLA is a contract between parties that defines the services provided, the indicators associated with these services, acceptable and unacceptable service levels, liabilities on the part of the Contractor and DWR, and actions to be taken in specific circumstances.
- 1.2.2 The basic reasons for an SLA are as follows:
 - 1.2.2.1 Better communication. It facilitates two-way communication. This communication starts at the beginning of the process to establish an SLA and continues throughout the life of the arrangement. The parties involved come together in order to understand each other's needs, priorities and concerns, and to gain an insight into the problems which may be faced by each party through the failure of each party to fulfil their obligations.
 - 1.2.2.2 Guards against expectation creep. It is not uncommon for one party's expectations of another to be higher than may be considered reasonable. Discussing these expectations and the resource commitments necessary to meet them is one activity undertaken in the establishment of an SLA. The process facilitates the identification and discussion of expectations. As a result, it helps identify service levels that are considered acceptable by each party and are attainable and achievable.
 - 1.2.2.3 Mutually agreed standard. It sets an agreed standard against which performance may be measured. It identifies DWR expectations, defines the boundaries of Services and clarifies responsibilities. In the absence of a shared understanding about needs and priorities, it is easy for conflicts to arise between parties. An SLA and the communication process involved in establishing it help to minimize the conflicts between the parties and provides a means for conflict resolution.
 - 1.2.2.4 A process for gauging Services effectiveness. The SLA defines standards on which Services will be measured and evaluated, it provides the basis for performing an assessment of the effectiveness of Services.

2.0 SERVICE LEVELS AND SERVICE CREDITS

- 2.1 The Contractor shall at all times during the term of the Agreement provide the Services to meet or exceed the Key Performance Indicators (KPIs), as defined herein below.

- 2.2 The Contractor acknowledges that any failure to meet a Service Level may have a material adverse impact on the operations of DWR and that it shall entitle DWR to the rights set out in this Agreement, including the right to any Service Credits.
- 2.3 The Contractor acknowledges and agrees that any Service Credit is a price adjustment reflecting the value of any lost service caused by failure to meet a Service Level. Both Parties agree that the Service Credits are a reasonable method of price adjustment to reflect performance that falls short of agreed standards.
- 2.4 All KPIs presented in this document may be adjusted upon mutual written agreement between Contractor and DWR.
- 2.5 The "Credit Amount" is defined as the percentage of total amounts invoiced by Contractor in each Region or Field Division during the applicable quarter to be credited to DWR.
- 2.6 Service Credits are required to be paid in the event that the Service Level achieved falls below the KPI in a Service Period of quarterly.
- 2.7 The Service Credit is determined by the Service Level achieved, the KPI and the Service Level Threshold.

3.0 PERFORMANCE MONITORING

- 3.1 Contractor shall implement all measurement and monitoring tools and procedures necessary to measure, monitor and report on Contractor's performance of the provision of the Services against the applicable KPIs at a level of detail sufficient to verify compliance with the Service Levels.
- 3.2 Data will be collected continuously by the Contractor and provided to DWR per the Agreement.
- 3.3 All KPIs will be calculated for each quarter of the calendar year by DWR Region or Field Division and entire System and reported at the Quarterly Performance Review (QPR). Identified credits will be reflected on the following invoice from the conclusion of each QPR.
- 3.4 The QPR process is the driver for continuous improvement communicating baseline expectations, opportunities for improvement, periodic action plans and performance measurement.
- 3.5 Contractor shall immediately notify DWR in writing if the level of performance of any element of the provision by it of the Services during the term of the Contract is likely to or fails to meet any KPI performance standard.
- 3.6 In areas determined to be deficient, a Performance Improvement Plan (PIP) will be developed, approved by DWR and implemented by Contractor. If the action plan fails to

correct the deficiency within 90 days a performance review will be conducted to discuss whether a Cure Notice will be initiated.

4.0 OBJECTIVES

- 4.1 The objectives of the Service Levels and Service Credits are to:
 - 4.1.1 Ensure that the Services are of a consistently high quality and meet the requirements of DWR facilities.
 - 4.1.2 Provide a mechanism whereby DWR can attain a granular awareness of Contractor's failure to deliver the level of service it has contracted to deliver.
 - 4.1.3 Incentivize Contractor to comply with and to expeditiously remedy any failure to comply with the agreed Service Levels.

5.0 KEY PERFORMANCE INDICATORS (KPIs)

5.1 Minimum Staffing Requirements

- 5.1.1 Contractor must ensure all posts and patrols are staffed per the contract.
- 5.1.2 Contractor's compliance with this KPI shall be measured based on the quarterly Staffing Percentage. The "Staffing Percentage" shall be defined as the number of Staffed Hours each quarter divided by the total Contracted Hours each quarter. The total Staffed Hours and total Contracted Hours shall be included on the monthly Invoice and reported in the QPR.
- 5.1.3 "Staffed Hours" are defined as the number of Contracted Hours for which a Stationed Employee was at their designated post, on their designed patrol, or on-site at a DWR Facility.
- 5.1.4 "Contracted Hours" are defined as the sum of the total number of hours agreed upon in the Agreement during the applicable Quarter and all special coverage hours for which DWR has been invoiced by Contractor during the applicable quarter.
- 5.1.5 Long term special coverage hours not included on a contract amendment such as, but not limited to emergencies, i.e. a pandemic, water events, will be considered separately and not included as "Staffed Hours".
- 5.1.6 Contractor will issue to DWR a credit memo in the Credit Amount (noted in Column B below) corresponding to the actual Staffing Percentage achieved in each region (noted in Column A below). This credit will be reflected on the invoice provided by the Contractor.

A	B
Staffing Percentage	Credit Amount
99-100%	No Credit
98-99%	0.50%
97-98%	0.75%
96-97%	1.00%
95-96%	1.25%
94-95%	1.50%
<94%	Material Breach

5.2 **Security Guard Asleep On-Duty or Post Abandonment**

- 5.2.1 The Contractor managers in each DWR region/facility shall ensure that guards are awake, aware and maintaining attentiveness during their duties. Any guards found to be sleeping on-duty will be determined to be unacceptable and no longer be authorized to provide security duties on the DWR contract or any DWR property.
- 5.2.2 The Contractor managers shall ensure that guards who begin a shift shall remain on duty during their assigned shift hours unless properly relieved. Any guards found to have left their post without being properly relieved shall be considered abandoning their post. Those abandoning their post will be determined to be unacceptable and no longer be authorized to provide security duties on the DWR contract or any DWR property.
- 5.2.3 Contractor compliance shall be measured based on the incidents of a security officer found asleep on-duty or officers that are found to have abandoned their post.
- 5.2.4 The determination if a guard was found asleep or has abandoned their post will be through investigation of DWR and outcome solely at the discretion of DWR.
- 5.2.5 Contractor will issue to DWR a credit memo in the Credit Amount (noted in Column B below) corresponding to the length of hours the guard was scheduled (noted in Column A below).

A	B
Incidents	Credit Amount
1	8 hours at guards billing rate
2	16 hours at guards billing rate
3	24 hours at guards billing rate
<3	Material Breach

5.3 **Response to Special Requests**

- 5.3.1 All official requests for short notice special coverage will be filled within two (12) hours of the time of the request.
- 5.3.2 Contractor compliance shall be measured based on the Special Request Response Percentage that shall be defined as the Total On Time Fills divided by the total number of special requests each quarter.
- 5.3.3 The "Total On Time Fills" shall be defined as the sum of the number of special requests for which the difference between the time of request and time of coverage is less than two (12) hours and the number of Special Requests.
- 5.3.4 The time of request for service and time of coverage will be recorded in the Security Events Reporting System (SERS).
- 5.3.5 Contractor will issue to DWR a credit memo in the Credit Amount (noted in Column B below) corresponding to the Special Request Response Percentage achieved (noted in Column A below).

A	B
Special Request Response	Credit Amount
95-100%	No Credit
85-95%	0.50%
75-85%	0.75%
65-75%	1.00%
<65%	Material Breach

5.4 Stationed Employee Retention

- 5.4.1 Security Services will consistently meet the organization's full-time/part-time employee retention goals to ensure consistent support to DWR facilities.
- 5.4.2 Full-time/part-time employee retention will not be less than 48%.
- 5.4.3 Retention shall be defined as the total number of Stationed Employees at DWR facilities that have been stationed at DWR Facilities for more than twelve (12) consecutive months divided by the total number of Stationed Employees at DWR facilities.
- 5.4.4 Separations included in the data include when a Contractor Employee's employment is terminated for any reason, both voluntary and involuntary, including but not limited to resignation, voluntary retirement, involuntary retirement, discharge both terminations for cause and for convenience), dismissal, job abandonment, layoff, right-sizing, medical separation, probationary release, or death.
- 5.4.5 Contractor will issue to DWR a credit memo in the Credit Amount (noted in Column B below) corresponding to the employee retention (noted in Column A below).

A	B
Stationed Employee Retention	Credit Amount
48-100%	No Credit
38-48%	0.50%
28-38%	1.00%
<28%	Material Breach

5.5 Access Control Violations

- 5.5.1 Contractor is responsible for controlling access to DWR facilities and reporting any unauthorized individuals attempting to enter through those Access Control Posts (ACP).
- 5.5.2 DWR will perform security program audits from time to time to include attempted access through fake identification or other means. Allowing access without following proper access control procedures is a violation.
- 5.5.3 Performance metric is based on the number of verifiable access control violations to include individuals or vehicle that occur at DWR facilities.
- 5.5.4 One (1) violation shall require retraining of facility SOs but not result in a credit memo issuance.
- 5.5.5 Two to three (2-3) violations or greater is deemed unacceptable, an immediate review of Contractor operations, procedures and training plan shall occur.
- 5.5.6 Four (4) violations may result in a contract review for material breach.

- 5.5.7 Contractor will issue to DWR a credit memo in the Credit Amount (noted in Column B below) corresponding to the number of access control violations (noted in Column A below).

A	B
Access Control Violations	Credit Amount
0-1	No Credit
2-3	0.50%
4	1.00%
>4	Material Breach

5.6 Performance Complaints

- 5.6.1 Contractor is responsible for, but not limited to, SO appearance, conduct, response, customer service and action or inaction.
- 5.6.2 Performance metric is based on the number of verified formal complaints received by the Field Division Security Coordinator (FDSC), which could come from the FDSC, other employees or visitors.
- 5.6.3 One to two (1-2) complaints will result in a review of each event and an email letter response by the Contractor on corrections actions to be taken.
- 5.6.4 Three to four (3-4) complaints received is unacceptable and trigger the below credit and an immediate review of Contractor operations, procedures and training plan.
- 5.6.5 Expected standard is two (2) or fewer complaints received by DWR with the goal of zero (0) complaints.

A	B
Performance Complaints	Credit Amount
1-2	No Credit
3	0.50%
4	1.00%
>4	Material Breach

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

A. INVOICING AND PAYMENT

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

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

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

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

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

B. BUDGET CONTINGENCY CLAUSE

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

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

C. PROMPT PAYMENT CLAUSE

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

EXHIBIT C
GENERAL TERMS AND CONDITIONS

This is a placeholder page.

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

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

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

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

Vinay Singh
(916) 902-7837

**EXHIBIT D – Special Terms and Conditions for
Department of Water Resources
(Standard Payable)**

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

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

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

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

b. Penalty for Violation:

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

c. Members of Boards and Commissions:

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

d. Representational Conflicts of Interest:

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

e. Financial Interest in Contracts:

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

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

f. Prohibition for Consulting Services Contracts:

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

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

EXHIBIT D, ATTACHMENT 1

State of California

DEPARTMENT OF WATER RESOURCES

California Natural Resources Agency

Contract #
Exhibit Attachment
Page 1 of 2

RECYCLED CONTENT CERTIFICATION

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

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

COMPANY:

PERSON COMPLETING FORM:

DATE:

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

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

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

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

NAME OF PERSON COMPLETING FORM	TITLE	AGENCY/COMPANY

 _____
SIGNATURE OF PERSON COMPLETING FORM DATE

Contract #
Exhibit , Attachment
Page 2 of 2

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

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

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

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

For additional information visit State Agency Buy Recycled Campaign

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

EXHIBIT E ADDITIONAL PROVISIONS

Executive Order N-6-22 – Russia Sanctions

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

GenAI Technology Use & Reporting

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

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

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

1. COPYRIGHT

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

2. CERTIFICATE OF INSURANCE

a. General Provisions Applying to All Policies

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

- iv. Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- v. Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management – A or better and financial size category of VII or better to the latest edition of the A.M. Best Key Rating Guide. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- vi. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- vii. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.
- viii. Satisfying an SIR - All insurance required by this contract must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
- ix. Available Coverages/Limits - All coverage and limits available to the contractor shall also be available and applicable to the State.
- x. Subcontractors - In the case of Contractor utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor and insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.

b. Insurance Requirements: The contractor shall furnish to the State evidence of the following required insurance:

- i. **Commercial General Liability** – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include the contract number and the following additional ensured designation and endorsement:

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

The endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

- ii. **Workers Compensation and Employers Liability** – Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

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

- iii. **Automobile Liability** – Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per occurrence. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. **The State of California, Department of Water Resources, its officers, agents, and employees are to be covered as additional insureds with respect to liability arising out of work or operations.**
- iv. **Crime Insurance** – Contractor shall maintain Employee Dishonesty and theft, Computer Fraud/crime coverage, Forgery or alteration, fraudulent funds transfer and when applicable, Inside/Outside Money and Securities coverage, including third party losses, for state-owned property in the care, custody and/or control of the contractor. Coverage limits shall not be less than \$1,000,000 per occurrence. A Clients’ Property endorsement as broad as CR 04 01 08 13 must be endorsed to this policy and notated on the certificate of insurance. **The policy shall include State of California, California Department of Water Resources as loss payee.**
- v. **Errors and Omissions/Professional Liability** – Contractors will maintain errors and omissions/professional liability insurance with limits no less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.

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

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

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

Department of Water Resources
Division of Operations and Maintenance
Attn: O&M Contract Services Section
715 P Street, 5th Floor, Mailbox 11
Sacramento, California 95814

3. PREVAILING WAGES

Labor Code Certifications:

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

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

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

It is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the contractor shall forfeit, as a penalty to the State, twenty-five dollars (\$25) for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week, when done in violation of Labor Code sections 1810-1815, inclusive.

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

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

Labor Compliance Program:

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

Prevailing Wage Monitoring and Enforcement:

1. DIR Registration of Contractor and Subcontractor: Contractor agrees that it shall remain registered with the Department of Industrial Relations (DIR) pursuant to Labor Code Section 1725.5 (DIR Registered Contractor) at all times during the performance of work. Contractor shall

independently verify that all subcontractors of every tier are DIR registered contractors at all time during performance of work.

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

4. EMPLOYEE BENEFITS FOR COMMUNITY REHABILITATION PROGRAMS:

In accordance with Government Code Section 19134(j), holiday pay shall be provided to employees of Contractors providing services such as, janitorial, housekeeping, custodian, food service, security guard, laundry, or window cleaning services.

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

5. EMPLOYEE BENEFITS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. PERMITS AND LICENSES

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

7. PROTECTION OF CONFIDENTIAL AND SENSITIVE INFORMATION:

This shall apply to all Contractors whose terms with the Department require or permit access to Confidential or Sensitive Information in conducting business with the Department or performing duties under a Contract with the Department. Contractor shall impose all the requirements of this provision on all of its officers, employees, and Affiliates with access to the Protection of Confidential and/or Sensitive Information in accordance with Attachment 1. Also, a Non-Disclosure Certificate, Attachment 2, must be signed by all personnel with access to Confidential and Sensitive Information and submitted to the Department prior to being allowed such access.

8. CONTRACT AMENDMENTS – DVBE PROGRAM REQUIREMENTS

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

9. CONTRACT AUDITS RELATED TO DVBE PROGRAM REQUIREMENTS

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

10. SUBSTITUTION OF A DVBE SUBCONTRACTOR

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

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

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

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

Contractor's certification of payments must be made using form DWR 9683 (Small Business Subcontractor Payment Certification), Exhibit E Attachment 3. Fully complete this form with the authorized signature and submit to DWR's Contract Manager with a copy to DWR's SB/DVBE Program Manager.

12. PRIME CONTRACTOR'S CERTIFICATION – DVBE SUBCONTRACTOR REPORT STD 817

a. Std. 817 – Statutory Reporting Requirements

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

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

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

b. Std. 817 – Link to Download Form with Completion Instructions

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

c. Std. 817 – Filing Instructions

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

1. Option #1. Email electronic signed versions of the Std. 817 to: SB.DVBE@water.ca.gov and DWR Contract Manager (contact information in Exhibit A).
2. Option #2. Mail or deliver signed hard copies of the Std. 817 to:

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

EXHIBIT E, ATTACHMENT 1
PROTECTION OF CONFIDENTIAL AND SENSITIVE INFORMATION

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

Contractors shall also apply appropriate security patches and upgrades and keep virus software up-to-date on all systems on which Confidential or Sensitive Information may be used.

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

**EXHIBIT E, ATTACHMENT 2
NON-DISCLOSURE CERTIFICATE**

I hereby certify my understanding that access to Confidential and Sensitive Information is provided to me pursuant to the terms and restrictions of the Protection of Confidential and Sensitive Information, Exhibit E, Attachment 1 of Contract No. 460000XXXX between _____ and the California Department of Water Resources. I hereby agree to be bound by those terms and restrictions. I understand that all Confidential and Sensitive Information, as defined in the Protection of Confidential and Sensitive Information, and any notes or other memoranda, or any other form of information, electronic or otherwise that copies or discloses Confidential Information, shall not be disclosed to anyone other than in accordance with Exhibit E, Attachment 1. I acknowledge that a violation of this certificate may result in termination of the Contract and/or imposition of civil or criminal penalties.

Signed: _____

Typed Name and Title: _____

Representing (give name of Contractor/Affiliate): _____

Date: _____

EXHIBIT E, ATTACHMENT 3

State of California

DEPARTMENT OF WATER RESOURCES

California Natural Resources Agency

Contract No. _____

Exhibit _____

SMALL BUSINESS SUBCONTRACTOR PAYMENT CERTIFICATION

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

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

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

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

PRIME CONTRACTOR

Company Name	Contract Number	Street Address	City	State	Zip Code

SMALL BUSINESS SUBCONTRACTOR

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

PAYMENT INFORMATION

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

PRIME CONTRACTOR - AUTHORIZED REPRESENTATIVE

Print Name	Email	Signature
Title	Phone	Date Signed