

Solicitation 10043872

Graphic Design Services

State of California

Bid 10043872

Graphic Design Services

Bid Number 10043872
Bid Title Graphic Design Services

Bid Start Date Nov 19, 2009 12:09:55 PM PST
Bid End Date Jan 6, 2010 3:00:00 PM PST

Bid Contact Larry Krogstad
916-653-5526
lkrogsta@water.ca.gov

Pre-Bid Conference Dec 15, 2009 10:00:00 AM PST
Attendance is mandatory
Location: Department of Water Resources
Public Affairs Office
1416 Ninth Street, Room 204-20
Sacramento, California 95814

Standard Disclaimer The State of California advises that prospective bidders periodically check the websites, including but not limited to Bidsync, and/or other state department links for modifications to bid documents. The State of California is not responsible for a prospective bidder's misunderstanding of the bid solicitation or nonresponsive bid due to failure to check these websites for updates or amendments to bid documents, and/or other information regarding the bid solicitations. Failure to periodically check these websites will be at the bidder's sole risk.

The information published and/or responded to on these websites is public information. Confidential questions/issues/concerns should be directed to the contact on the ad.

Description

The California Department of Water Resources (DWR), Graphic Services Branch is soliciting bids from qualified and reliable firms to provide Graphic Design Services on as "as-needed" basis. The Contractor shall furnish all personnel/labor, materials, equipment, and design services for preparation of final digital files or other required formats for final implementation by DWR, on a variety of projects.

Services anticipated under this contract include both traditional and digital design, and production services for print based materials (e.g., publications, brochures, reports, newsletters, and posters). In addition, creative services are anticipated for Web page designs, visual presentations, logo and identity development, and portable displays/exhibits.

The Contractor shall be an experienced design firm providing graphic design and production art services on a full-time commercial basis as its principal business for at least the past three years. Fifty percent of the Contractor's personnel shall each have a minimum of five years paid professional experience in the field of graphic design. The Contractor's production facilities shall be located within a 30 mile radius of DWR's Headquarters at 1416 Ninth Street, Sacramento, California.

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STATE OF CALIFORNIA – THE CALIFORNIA NATURAL RESOURCES AGENCY

Arnold Schwarzenegger, Governor

Department of Water Resources
Public Affairs Office, Graphic Services Branch
1416 Ninth Street, Room 204-20
Sacramento, California 95814
(916) 653-1074



REQUEST FOR PROPOSAL

For Primary RFP Only

NOTICE TO PROSPECTIVE PROPOSERS

November 19, 2009

You are invited to review and respond to the attached Request for Proposal (RFP) entitled **Graphic Design Services** for **Proposal No. 10043872**. The anticipated term of the resulting contract is **March 22, 2010** to **March 31, 2013**. **This RFP may be used for multiple awards to perform this service.**

In this format (STD. 213), a copy of the General Terms and Conditions is not provided. General Terms and Conditions are available at Internet site <http://www.ols.dgs.ca.gov/Standard+Language> and may be downloaded and printed for your files. These terms and conditions will become a part of the contract language. If you do not have Internet capabilities, you may request a hard copy by contacting the person listed below.

The Contractor Certification package contains clauses and conditions that may apply to your Agreement and to person(s) doing business with the State of California. Contractor Certification Clauses (CCC) are also available at the Internet site referenced above. Please sign and return Page One of the CCC **307**.

Inquiries regarding the processing of the enclosed proposal package should be referred to **Cindy Zens** at **(916) 653-4879**.

Sincerely,

/s/ Teresa Chaney

**Teresa Chaney, Chief
Graphic Services Branch**

Attachment (s)

Department of Water Resources

NOTICE OF DVBE PARTICIPATION REQUIREMENTS

The Department has determined that Firms responding to this solicitation must comply with DVBE Participation Program requirements. Instructions for completing DVBE program requirements are found under Exhibit F, DWR Form 9526. Please review the instructions carefully. ***Failure to fulfill the DVBE requirement will render your bid non-responsive and shall be cause for bid rejection.***

This solicitation also contains DVBE Incentive language found in DWR 9526, Exhibit F. The DVBE Incentive offers bidders an incentive calculation when they include DVBE subcontractors in their bid efforts. Application of the Incentive may place the bidder in line for bid award. Minimum incentive applied will be three (3) percent, not to exceed five (5) percent.

DVBE INCENTIVE

This solicitation provides a DVBE Incentive. Department staff responsible for proposal evaluation will apply a DVBE Incentive when appropriate and the application of the Incentive may place the bidder in line for bid award. Please see Exhibit F for additional DVBE incentive information.

SMALL BUSINESS

If a proposing firm is not a California Certified Small Business and wishes to be considered as a certified small business for the purposes of this solicitation, firm application for small business certification must be received by the Department of General Services Office of Small and DVBE Business Services on the proposal due date by close of business. Proposing firms must notify the Department in writing at the time of proposal submission that they have an application for Small Business certification under review at the DGS - Office of Small and Disabled Veteran Business Services, and that they wish to be considered for the Small Business Calculation.

Contact the DGS Office of Small Business and DVBE Services (OSDS) at internet website: www.pd.dgs.ca.gov/osbcr, or call (916) 375-4941 or (916) 375-4400 for certification assistance.

For additional assistance meeting DVBE program requirements or inquiries about Small Business certification, please contact the DWR SB/DVBE Advocate at (916) 651-9705, or email her at halll@water.ca.gov.

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A. Purpose and Description of Service

The California Department of Water Resources (DWR) is soliciting bids from qualified and reliable firms to provide Graphic Design Services on an "as-needed" basis. The Contractor will furnish all personnel, materials, and equipment to provide graphic design services for the preparation of final digital files or other required formats for final implementation by the State of California, Department of Water Resources, in accordance with the specifications listed below and pursuant to work assignments by DWR.

The Contractor will provide both traditional and digital design and production services for print-based materials (e.g. publications, brochures, reports, newsletters, and posters). In addition, creative services are anticipated for Web page designs, visual presentations, logo and identity development, and portable displays.

B. Minimum Qualifications for Proposing Firms

The Contractor shall be an experienced design firm providing graphic design and production art services on a full-time commercial basis as its principal business for at least the past three years. The Contractor's production facility shall be located within a 30-mile radius of the DWR headquarters building at Ninth and "O" Streets, Sacramento, California.

The Contractor shall submit as part of their bid, evidence of such operation in the form of:

- a) **A copy of the Contractor's business license(s) to confirm three years in business.**
- b) **Resumes of all permanent design staff.** Fifty percent of the Contractor's personnel shall each have a minimum of five years paid professional experience in the field of graphic design.
- c) **References from at least three clients for whom the Contractor has provided similar services within the past two years.** References shall include the name of the firm and contact person, telephone number, complete address, the date(s) when the service was provided, and a complete description of the services provided. (Refer to Attachment III.)

The Contractor shall have the experienced personnel and equipment in house **at the time the bid is submitted** to provide the services specified in the Cost Proposal Worksheet, Attachment I (Page 32). The Contractor shall maintain such equipment and capabilities throughout the term of the contract.

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The Contractor shall provide services during the term of the contract using current versions of the following Macintosh desktop publishing programs: Adobe InDesign, Adobe Illustrator, Adobe Photoshop, and Microsoft PowerPoint.

The Contractor shall work in a software version compatible with software version currently in use by DWR throughout the term of the contract. DWR may obtain new or additional software programs to expand the type and variety of desktop publishing capabilities available. The Contractor shall upgrade to these versions as DWR acquires them to maintain compatibility with DWR. DWR will notify the Contractor of pending software upgrades. The Contractor shall obtain new or additional software programs within three weeks of such notification by DWR

C. Proposal Requirements and Information

1. Time Schedule

It is recognized that time is of the essence. All proposing firms are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

Event

RFP Available to Prospective Firms	November 19, 2009
Date/Time of Pre-proposal Conference	December 15, 2009 @ 10 a.m.
No bidder will be allowed into the conference after:	10:15 a.m.
Final Date for Proposal Submission	January 6, 2010 @ 3 p.m.
Anticipated Cost Proposal Opening	January 27, 2010 @ 10 a.m.
Anticipated Notice of Intent to Award	January 28, 2010
Anticipated Last Day to Protest the Award	February 8, 2010
Anticipated Agreement Award	March 17, 2010

2. Location of Mandatory Pre-Proposal Conference

Department of Water Resources
Public Affairs Office
Graphic Services Branch
1416 Ninth Street, Room 204-20
Sacramento, California 95814

***No proposal will be accepted unless Contractor attends the mandatory pre-proposal conference.**

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Substantive questions regarding proposal and contracting requirements will be addressed **only** at the pre-proposal conference. 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 proposing firm's behalf. If this is not an option available to you, please contact the DWR representative for possible alternative accommodations. Subcontractors may not represent a potential prime contractor at a mandatory pre-proposal conference. The representative may sign in for **only** one (1) company.

The pre-bid conference shall be the sole forum for addressing questions regarding bid and contract requirements. If appropriate, DWR may issue an Addendum to this RFP as a result of items discussed at the pre-bid conference.

Reasonable Accommodation

For the prospective proposing firms who need assistance due to physical impairment, reasonable accommodations will be provided by DWR upon request for this pre-proposal conference. The proposing firms must call **Cindy Zens** assigned to the RFP at **(916) 653-4879** no later than close of business on the fifth working day prior to the scheduled date and time of the pre-proposal conference to arrange for reasonable accommodations.

3. Cost Detail Format and Requirements

The proposing firm shall use the attached Cost Proposal Worksheet (Attachment I) and submit in a separate envelope as outlined in paragraph c of Submission of Proposal section.

4. Submission of Proposal

- a. Proposals should provide straightforward and concise descriptions of the proposing firm's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a proposal. The State does not accept alternate contract language from a prospective contractor. 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. The GTC may be viewed at Internet site www.dgs.ca.gov/contracts.
- b. 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).
- c. All proposals shall contain **two separate sealed envelopes** and be clearly marked **Request for Proposal, "Graphic Design Services."**

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The first envelope will contain **all** documents outlined under Item 5, Evaluation Process section, Phase One – Documentation and Phase 2 – Portfolio Assignment. These documents are listed under **Phase One** and **Phase Two** in the Evaluation Process section. This envelope shall be marked, **Documentation for Graphic Design Services**.

The second envelope shall contain the Cost Proposal Worksheet (Attachment I), Small Business Preference form, and the letter of certification from the Office of Small and Minority Business, if claiming the small business preference. This envelope shall be marked, **Cost Proposal, Graphic Design Services**.

- d. Proposals received after the due date and time will be returned unopened to the proposing firm.
- e. If the proposal is made under a fictitious name or business title, the actual legal name of proposing firm must be provided.
- f. Mail or deliver proposals to the following address: (If addresses are the same, only one address needs to be listed.)

U.S. Postal Service Deliveries / Hand Deliveries

Public Affairs Office, Graphic Services Branch

1416 Ninth Street, Room 204-20

Sacramento, California 95814

- g. Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- h. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject all proposals and 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 all requirements if awarded the agreement. If all proposals are too costly, the agency is not required to award an agreement.
- i. Costs for developing proposals in anticipation of award of the agreement are entirely the responsibility of the proposing firm and shall not be charged to the State of California.
- j. An individual who is authorized to bind the proposing firm contractually shall sign the Attachment 2, Proposal/ Proposing firm Certification Sheet, page 1. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal shall be rejected.

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- k. A proposing firm may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline. Proposal modifications offered in any other manner, oral or written, will not be considered.

A proposing firm may withdraw its proposal by submitting a written withdrawal request to the State, signed by the proposing firm or an agent authorized in accordance with j above. A proposing firm may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline. Proposals received after the due date and time will be returned unopened to the prospective proposing firm.

- l. 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.
- m. Proposing firms are cautioned not to rely on the State, during the evaluation, to discover and report to the proposing firm any defects and errors in the submitted documents. Proposing firms, before submitting their documents, should carefully proof them for errors and adherence to the RFP requirements.
- n. Where applicable, proposing firm should carefully examine work sites and specifications. Proposing firm shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- o. 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 firms, none of the participants in such collusion will be considered in this or future procurements.

5. Evaluation 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. The State will put each proposal through a process of evaluation to determine its responsiveness to the State's needs.

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- c. Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the proposing firm, shall be rejected. If, in the opinion of the State, such 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.
- d. The evaluation process will consist of a **four-phase Qualification Appraisal and a Cost Proposal**.
- e. The four phases of the RFP are incremental in nature. Bidders must meet the requirements in each phase to be considered for evaluation in each consecutive phase.
- In **Phase One**, proposals are reviewed to ensure that all documentation (i.e., Disabled Veteran Business Enterprise, Darfur Contracting Act of 2008) has been submitted in compliance with the requirements of this RFP.
 - In **Phase Two**, DWR staff will review bidders' portfolio using the criteria and the scoring method described in the Evaluation Criteria for Phase Two: Portfolio Assignment (Page 12) to determine which proposals meet the minimum requirements. Those proposals that meet the minimum requirements proceed to Phase Three.
 - In **Phase Three**, all bidders meeting the requirements of Phase One and Phase Two will be scheduled for an oral presentation with DWR staff. This phase will enable bidders to highlight the capabilities of their firm and provide examples of their work in greater detail. DWR will evaluate and rate the oral presentations made by each bidder. The proposals that meet the minimum requirements proceed to Phase Four.
 - In **Phase Four**, DWR staff will conduct an on-site inspection of the bidders' facility. Those proposals meeting the criteria and scoring method outlined in the Phase Four – On-Site Inspection (Page 15) will proceed to the Cost Evaluation and Application of Small Business Preference and DVBE Incentive.
 - The **Cost Proposals** are publicly opened and the award is then made to the lowest priced responsible firm meeting the minimum requirements of all four phases.

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(1) Phase One – Documentation

DWR will verify the bidder's compliance with **Disabled Veteran Business Enterprise participation requirements and Darfur Contracting Act**. Using the documentation called for below, DWR will determine if the bidder's "time in business," business location, qualifications of staff, and professional references satisfy DWR's requirements for this contract.

Phase One documentation shall contain:

- a. DWR DVBE Program Documentation – Exhibit F - 9526 Attachment I and 9526 Attachment II, DVBE firm OSDS certification
- b. DWR DVBE "Notification of Compliance" should be included when issued
- c. Contractor Certification Clauses (CCC) signed
- d. Proposal/Proposer Certification Sheet (Attachment II)
- e. References (Attachment III)
- f. Darfur Contracting Act (Attachment IV)
- g. Contractor's Business License(s)
- h. Current Rate Sheet of services provided by Contractor
- i. Resumes of permanent design staff

DWR will review the **Phase One** forms to determine that each document is enclosed and properly completed. Failure to meet these requirements shall cause your proposal to be deemed non-responsive and therefore ineligible for the next step of the RFP process, **Phase Two**.

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Evaluation Criteria for Phase Two: Portfolio Assignment

Each portfolio category as a whole (**i.e., Printed Publications, Illustration Work, and Displays**) will be rated by the DWR Graphic Design staff based on the following criteria:

EVALUATION CRITERIA	(A) Printed Publications	(B) Illustration Work	(C) Displays	P O I N T T O T A L
Ability of the products to communicate key messages; to motivate and compel the target audience to react or take action. Points Possible: 30				
Appropriateness of the products as solution(s) to the assignment. Points Possible: 25				
Originality of the products as solution(s) to the assignments. Points Possible: 20				
Aesthetic appeal of the products (i.e., ability to draw attention and/or generate interest). Points Possible: 20				
Thoroughness and clarity of the written project descriptions. Points Possible: 5				
Total Points Awarded				
Weight Factor	0.6	0.2	0.2	
Final Weighted Score				

Must meet or exceed the minimum passing score of 90

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Example of Score Calculation for Phase Two: Portfolio Assignment

If a bidder is awarded the following scores for the Portfolio Assignment:

Printed Publications	=	90
Illustration Work	=	92
Displays	=	88

Then the **final weighted scores** are computed by multiplying the Points Awarded by the pre-determined Weight Factor for the category:

Printed Publications	=	$90 \times .60 = 54.0$
Illustration Work	=	$92 \times .20 = 18.4$
Displays	=	$88 \times .20 = 17.6$

The bidder's **total score** is computed by adding together the final weighted scores:

Printed Publications	=	54.0
Illustration Work	=	18.4
Displays	=	17.6
Total Score	=	90.0

DWR staff shall review the Portfolio Assignments submitted. ***Only those bidders meeting or exceeding the minimum passing score of 90 points on the Portfolio Assignment will proceed to the Oral Presentation (Phase 3).***

Portfolio Assignments will be returned to the bidder within three months of the contract award date.

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(3) Phase Three – Oral Presentation and Evaluation

All bidders earning a minimum passing score of 90 for the Portfolio Assignment will be scheduled for a 30-minute oral presentation with DWR staff.

The oral presentation will enable bidders to highlight the capabilities of their firm and elaborate on work presented in the Portfolio Assignment. The oral presentation also provides bidders an opportunity to display other examples of work produced by their studio in categories not included in the Portfolio Assignment (e.g., Web page design work, signage, video graphics, etc.). After the presentation, DWR staff will be allowed up to 30 minutes to ask questions of the bidder.

Oral presentations should address the following evaluation criteria:

	Point Value
Communication Skills	20
Project Management Abilities	20
Problem-solving Abilities	20
Technical Knowledge/Experience in the Design Field	20
Success of Project Objectives	20
Total Possible Points	100

DWR staff shall evaluate the Oral Presentations. ***Only those bidders meeting or exceeding the minimum passing score of 90 points on the Oral Presentation will proceed to the On-Site Inspection (Phase 4).***

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(4) Phase Four – On-Site Inspection

All bidders earning a minimum passing score of 90 points on the oral presentation will be subject to an on-site inspection and evaluation by DWR staff.

DWR will conduct an on-site examination of the Contractor's facility to verify that all equipment and/or personnel required for providing services under this contract are in place prior to awarding the contract. The Contractor's equipment and/or personnel found to be insufficient for providing services under this contract will cause the bid to be disqualified from Phase Four. When awarding points in this category, DWR staff will consider the following:

	Point Value
An examination of design studio facilities to verify the Contractor has the necessary staffing and equipment, including computer hardware and peripheral devices, to complete typical tasks. When awarding points in this category, DWR staff will consider the following: • Ratio of workstations to designers • Model(s) of Macintosh computer used • Output devices/color proofing systems • Methods of archiving digital files • Means of transfer and storage of large digital files	45
A review of Contractor's computer operating system and software to ensure compliance with DWR's requirements as specified in item B (Minimum Qualifications for Proposing Firms).	40
An evaluation of the Contractor's administrative staff and procedures, including: • Methods of accounting, estimating, and invoicing • Methods of archiving project files and physical materials • Resources and services provided by outside vendors • Scheduling and project-tracking procedures	15
TOTAL POSSIBLE POINTS	100

DWR reserves the right to waive minor deviations in the On-Site Inspection phase.

Only those bidders meeting or exceeding the minimum passing score of 90 points on the On-Site Inspection will proceed to the Cost Proposal evaluation phase.

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Cost Evaluation and Application of Small Business Preference and DVBE Incentive

The cost proposal is opened publicly and only those contractors who meet Phase One, Phase Two, Phase Three, and Phase Four of the Qualification Appraisal requirements will have their cost envelopes opened.

At that time, and when certified small businesses submit qualified proposals, the Small Business Program Preference will be applied to calculate who the awarded firm will be. Businesses certified by the Department of General Services, Office of Small Business and DVBE Services (OSDS) receive 5 percent calculation preference. The preference is applied by the Department before the contract is awarded. If a responsive, responsible firm submitting low cost is itself a certified small business, the preference calculation does not apply.

- a. The Small Business preference is calculated by factoring 5 percent of the lowest proposal, when not a certified small business, and subtracting that amount from that of the certified Small Business.

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

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

- b. When appropriate, application of the **DVBE Program Incentive** will be applied after the Small Business preference is applied and will be factored by the amount of DVBE Incentive 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.
- c. It is possible for a Small Business firm that is not low cost to become the awarded firm after application of both the Small Business calculation preference and the DVBE Incentive calculation.
- d. Application of the DVBE Incentive cannot displace the low cost proposal of a certified small business.

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Confirmed DVBE Participation:

DVBE Incentive Scale	
5% and Over	5%
4% - 4.99% inclusive	4%
3% - 3.99% inclusive	3%

Sample Incentive Application:

Bidder	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%	100%
Incentive Amount	\$0.00	\$3,000	\$5,000
Adjusted Bid Amount	\$0.00	\$94,000	\$93,000
New Rank	3	2	1

In the event of a tie between two or more lowest responsible bidders, a State representative will draw straws to identify the winner of the tie and award the contract to the winner.

If the State intends to award the contract to two or more bidders (elects to award multiple contracts), the winner of the tie would be considered the lowest bidder; the loser of the tie would be considered the second lowest bidder and be awarded the secondary successful bidder. The same tie breaking method will be used at successively deeper levels to establish a ranking of multiple awards (i.e. should the tie occur between two second lowest bidders), the winner of the tie would be considered the second lowest bidder, and the loser would be the third lowest bidder. The State representative and a witness will document, in writing, the results of a tiebreaker.

The State will utilize the services of the secondary contractor if one or more reasons apply:

- The primary contractor is not available to perform services immediately when notified by the DWR Contract Manager that emergency services are needed.
- The primary contractor is not available to perform services within 48 hours of notice by the DWR Contract Manager.
- The primary contractor has failed to perform services within 48 hours of notice by the DWR Contract Manager.
- The primary contract is terminated before its expiration.

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If more than two awards are made, the same reasons above will apply to the other awards made in the order designated by the State.

6. Notice of Intent to Award and Protest

The **Notice of Intent to Award** will be posted at the Department of Water Resources at **1416 Ninth Street, Sacramento, California 95814** for five working days. All proposing firms will be officially notified when the Notice of Intent to Award is posted.

- a. Public inspection of all proposals will be allowed after the public cost proposal opening.
- b. Contracts shall be awarded only after a notice of the proposed award has been posted in a place accessible by the general public, including any internet site identified in the request for proposal, for five (5) working days.
- c. Prior to the award, a proposing firm who claims he/she was eligible for the award of the contract, may protest the proposed award on the ground that if DWR had scored his or her proposal or if DWR had correctly followed the procedures specified in the RFP, proposing firm would have been awarded the contract.
- d. A protestant must demonstrate that DWR has committed a material error in the conduct of the proposal award process.
- e. Within five (5) working days of filing the protest, the protestant shall file a detailed written statement of protest with DGS and DWR, if the original protest did not contain the complete grounds for the protest.
- f. Both the original protest and/or the detail statement of protest, if any, must include the RFP number (**10043872**), name of State Agency involved, agency contact person's name, and protestant's FAX number, if any. Information may be sent by regular mail, FAX, courier, or personal delivery to:

Department of General Services
Attention: Protest Coordinator
Office Legal Services
707 Third Street, 7th Floor
West Sacramento, CA 95605
OR FAX: (916) 376-5088

AND

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Attention: **Cindy Zens**
Department of Water Resources
Public Affairs Office, Graphic Services Branch
1416 Ninth Street, Room 204-20
Sacramento, California 95814
(916) 653-1074
OR FAX: **(916) 653-3310**

- g. On 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.

7. Disposition of Proposals

- a. Upon cost proposal opening, all documents submitted in response to this RFP become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and 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" is posted.
- b. Proposal packages may be returned only at the proposing firm's expense, unless such expense is waived by DWR.

8. Standard Conditions of Service

- a. Contractor's service shall be available either not later than five days after all approvals have been obtained and the agreement is fully executed, or on the express date set by DWR and the Contractor. Should the Contractor fail to commence work at the time when service is required to be available, DWR reserves the right to terminate the agreement upon five days written notice to the Contractor. In addition, the Contractor shall be liable to the State for the difference between Contractor's Proposal price and the actual cost of performing work by another contractor.
- b. All performance under the agreement shall be completed on or before the termination date of the agreement.
- c. No oral understanding or agreement shall be binding on either party.

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D. State Preference/Participation Programs

Economic Incentive Programs

Bidders 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 these economic incentive programs.

- Target Area Preference Contract Act: (TACPA)
<http://www.documents.dgs.ca.gov/osp/pdf/std830.pdf>
- Enterprise Zone Act (EZA)
<http://www.documents.dgs.ca.gov/osp/pdf/std831.pdf>
- Local Area Military Base Recovery Act (LAMBRA)
<http://www.pd.dgs.ca.gov/edip/lambra.htm>

Interested bidders are advised to contact the Department of General Services, Dispute Resolution and Preference Programs at:

<http://www.pd.dgs.ca.gov/disputes/default.htm>

You may also contact DGS/Procurement Division by calling or mailing to the following:

Telephone or Fax:

(800) 559-5529

(916) 375-4400

FAX: (916) 375-4613

Mail:

Department of General Services

Procurement Division

707 Third Street, 2nd Floor

West Sacramento, CA 95605

Small Business Program

The Small Business Procurement and Contract Act (Gov. Code Section 14835 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 5% small business calculation preference, and
- c. Provide the opportunity for bidders to receive a 5% non-small business calculation preference when achieving 25% small business participation through subcontracted efforts.

Computing Small Business Preference

A small business preference of five (5%) is used for proposal evaluation purposes when determining a contract award in the following manner:

1. Five percent (5%) is computed from the lowest, responsive and responsible cost proposal. This results in a preference amount.
2. This preference amount is subtracted from the small business firm's cost proposal

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3. When the calculation results in the small business 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.

Non-Small Business Preference

Under the Small Business Procurement and Contract Act (Gov. Code Section 14835 et. seq.), non-small business bidders may be granted a five percent (5%) non-small business preference on a bid 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 2.
- b. When a responsible non-small business firm has submitted a responsive lowest cost proposal pursuant to the evaluation of the solicitation
- c. When the non-small business firm has included in its proposal a notification to the awarding department that it commits to subcontract at least twenty-five percent (25%) of its net proposal price with one or more OSDS certified small business(s) and
- d. When the non-small business firm has submitted a timely, responsive proposal;
- e. When the non-small business firm is determined to be a responsible firm;
- f. When the non-small business firm identifies OSDS certified small business(s) it commits to subcontract with; and
- g. When the proposing firm has listed certified SB subcontractors and includes their name, address, phone number, a description of the work to be performed, and the percentage (as specified in the solicitation) per subcontractor.

Computing Non-Small Business Preference

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

1. Five percent (5%) is computed from the lowest, responsive and responsible cost proposal. This results in a preference amount.
2. The preference amount is subtracted from the proposal of the non-small business that is subcontracting a minimum of twenty-five percent (25%) of its net price to one or more OSDS certified small businesses.
3. When the calculation results in the non-small business firm's proposal being the lowest, and having been determined to meet all other proposal specifications, the award is made to the non-small business firm.

Pending Small Business Certification

Proposing firms pending Small Business or DVBE Certification by the Department of General Services concurrent with the bid time frame should contact DGS/OSDS to request an expedite review/approval of their application in order to be considered for the small business preference during the evaluation of this bid. Contact DGS/OSDS at (916) 375-4940 to obtain information about the application expedite process.

Proposing firms must notify the Department in writing at the time of bid submission that they have an application for Small Business or DVBE certification under review at the DGS Office of Small and Disabled Veteran Business Certification, and that they wish to be considered for the Small Business Preference Calculation.

Commercially Useful Function

Under Government Codes 14837, 14838.6, 14839 and 14842.5, and Military and Veterans Code 999, services and commodities provided by certified small businesses and DVBE businesses must meet the following requirements for serving a Commercially Useful Function:

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1. The contractor or sub-contractor is responsible for the execution of a distinct element of the work of the contract carrying out its obligation by actually performing, managing or supervising the work involved; and performing work that is normal for its business services and functions;
2. The contractor or subcontractor is not further subcontracting a greater portion of the work than would be expected in normal industry practices;
3. The contractor or subcontractor is responsible (with respect to materials and supplies provided on the subcontract) for negotiating price, determining quality and quantity, ordering the material, installing (when applicable), and paying for the material itself;
4. A contractor or subcontractor will not be considered performing a commercially useful function when its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to achieve the appearance of small business participation.

Ties between Certified Small Businesses and Certified Small Business and DVBE Businesses

In the event of a precise tie between proposal of a small business and the bid of a disabled veteran enterprise that is also a small business, the award shall go to the disabled veteran that is also a small business.

Maximum Allowable Preferences

In no event shall the amount of the small business or non-small business subcontractor preferences awarded on a single bid exceed \$50,000, and in no event shall the combined cost of the small business or non-small business subcontractor preference and preferences awarded pursuant to any other provision of law exceed \$100,000.

The five percent calculation preference is used for calculation purposes only; and does not alter or affect the actual bid price or the amount of the executed contract. When a certified business achieves the highest points and is a responsive and responsible proposing firm, then there is no reason to compute the small business preference

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Non-Small Business Preference Calculation Request Form

In accordance with The Small Business Procurement and Contract Act (Gov. Code Section 14835 et. seq.), you have selected, and mutually agreed, to partner with a certified Small/Micro-business sub-contractor to provide commodities or services related to the performance of the requested services identified in RFP Number: **10043872**. In submitting this form, you request the non-small business calculation preference be applied during proposal evaluation when applicable.

The Department of Water Resources has identified a Small Business participation level of 25% for this contract effort. As the Prime Firm you are agreeing to subcontract twenty-five percent (25%) with a certified Small Business as indicated in Section 1, Part C below. The calculation preference will not exceed 5%, or \$50,000.

This form must be signed by individual entities with legally binding authority to do so.

SECTION I – PROPOSING FIRM INFORMATION

Part A - Instructions to Proposing Firm

- ✓ Complete Section I, Part A, Certified Non-Small Business Firm Information
- ✓ Identify services/commodities to be provided in Section I, Part B
- ✓ Provide printed name and signature of the authorized firm representative.

Firm Name:		FEIN# (Optional)	
Street Address:			
City	State		Zip Code
Telephone Number:		Fax #:	

Part B - Services to Be Provided by the Small Business Partner:

Part C - As the Non-Small Business Firm I agree to subcontract twenty-five percent (25%) to the Certified Small Business firm identified in Section II.

Authorized Firm Representative (Printed Name)

Authorized Firm Representative Signature

SECTION II – CERTIFIED SMALL BUSINESS INFORMATION

Part A - Certified Small Business Firm; please complete the information below and return this form to the Proposing Firm by: ____/____/____. You **must** include a copy of your DGS OSDS letter with your response.

Company Name:		FEIN# (Optional)	
Street Address:			
City	State		Zip Code
Telephone Number:		Fax #:	
OSDS Certification No.:		Certification Expiration Date:	

Part B - I understand the above Proposing Firm is responding to the Department of Water Resources Solicitation No. _____. I agree to provide subcontractor services to the Proposing Firm as identified in Section A.

Authorized Certified SB Name (Printed)

Authorized Certified SB Contractor Signature

NSB PREFERENCE CALCULATION REQUEST FORM INSTRUCTIONS

The DWR strongly encourages Non-Small Business Firms to take advantage of the opportunity offered for a preference calculation by partnering with a California Certified Small Business. However, the choice to do so is solely that of the Non-Small Business Firm.

If you elect to partner with a small business, the Non-Small Business Preference Calculation Request Form must be completed in its entirety and included with your proposal submission.

RESOURCES FOR IDENTIFYING A SMALL BUSINESS PARTNER(S)

1. Determine the type of service or services to be subcontracted.
2. If you do not already know of a Small Business Firm(s) contact the DGS, Office of Small Business and DVBE Services (OSDS) website to conduct a search of certified firms. The DGS Certified Firm website may be found at:

<http://www.pd.dgs.ca.gov/smbus/default.htm>

3. Contact the DWR Small Business Advocate at (916) 651-9705 for additional assistance with locating certified small businesses.

COMPLETING THE FORM

If an agreement to partner is reached, the Non-Small Bidder Preference Calculation Request Form must be completed and signed by both parties.

- ✓ Section I, Part A - Provide Non-Small Business firm information.
- ✓ Section I, Part B – Identify the agreed services to be performed by the certified small business.
- ✓ Section I, Part C – * Provide printed name and signature of the authorized firm representative
- ✓ Section II, Part A – Identify the required response date
- ✓ Fax the form to the Small Business firm to complete Section II, Parts A and B
- ✓ Small Business firm completes Section II Part B; then signs and faxes it back to the proposing firm for inclusion in the proposal.

Review the form for completeness. Be sure it includes all the required information. Include the completed Non-Small Business Preference Calculation Request Form and the DGS Small Business Certification letter with your proposal response to the Department.

**This assures that each party has a signed copy of the form*

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Disabled Veteran Business Enterprise Program

The Disabled Veteran Business Enterprise (DVBE) Participation Program is established in Public Contract Code (PCC), Section 10115 et seq., Military and Veterans Code, Section 999 et seq. and California Code of Regulations, Title 2 (2CCR), Section 1896.50 et seq. All eligible bidders must submit Disabled Veteran Business Enterprise (DVBE) Participation Requirement documentation with their Proposal unless the solicitation document provides alternate instructions.

DVBE program language and instructions are found as Exhibit F DWR 9526 - DVBE Participation Program Language and Exhibit F, Attachment 1 DWR 9526a - DVBE Program Summary. Please review these documents carefully. Bidders are required to submit DVBE program activities and documentation using the DWR 9526a, DVBE Program Summary.

The minimum accepted DVBE participation percentage is 3%, unless otherwise specified in this solicitation.

Firms responding to this solicitation are required to meet DVBE program requirements. Failure to meet specified DVBE program goals will result in the firm's disqualification from award consideration.

DWR Advocate Pre-Review of DVBE Documentation

The Department's DVBE Advocate offers a pre-review of a bidder's DVBE activities and documentation prior to bid submission. Though not required, DWR strongly recommends bidders take advantage of this service to ensure they are fully compliant with DVBE Program requirements.

The Advocate reviews the documentation, advises the bidder of any additional steps required and issues a Notification of Compliance upon completion. This notification should be included along with the DVBE program documentation at the time of proposal submission. To request a pre-review of your DVBE documentation, please fax the documentation to the attention of:

Lorie Hall, DVBE Advocate
Fax: (916) 653-6476
Voice: (916) 651-9705
Email: halll@water.ca.gov

Disabled Veteran Business Enterprise (DVBE) Incentive for RFP Primary

Under California Code of Regulations 1896.99.100, the California DVBE Incentive provides responsive/responsible firms the opportunity to receive additional incentive calculations. The incentive is applied at the time of solicitation cost evaluation when a proposing firm successfully identifies a California-certified DVBE subcontractor to provide services or commodities in support of the overall contract effort. Application of the DVBE Incentive *may not displace a certified small business low-cost proposal*.

1. 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. Firms must complete and submit Exhibit E, Attachments I and II
- c. Firms should obtain the DVBE OSDS certification and this should be included with the firms DVBE documentation
- d. Services or commodities provided by the DVBE firm **MUST** meet the definition of a "Commercially Useful Function" as defined under Government Codes: 14837; 14838.6; 14839; 14842; 14842.5 and Military and Veterans Code 999 and 999.6. A DVBE firm not meeting CUF regulations will render the responding firm ineligible for the DVBE Incentive application.

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2. 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 3, when applicable, and is based on Phase 2 Cost Evaluation and follows the guidelines identified below:

- a. Application of the Incentive is based on a proposing firm's level of DVBE participation identified (3% – 5% 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 (c)).

INCENTIVE SCALE

Confirmed DVBE Participation	
DVBE Participation Level	Incentive Applied
3.0 up to 3.99%	3%
4.0 up to 4.99%	4%
5% or Higher	5%

SAMPLE: PRIMARY RFP, LOW COST METHOD

Proposing Firm	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%	100%
Incentive Amount	\$0.00	\$3,000	\$5,000
Adjusted Bid Amount	\$0.00	\$94,000	\$93,000
New Rank	3	2	1

Please Note: It is possible for a Small Business that is not low cost to be awarded a solicitation after application of both the Small Business calculation preference and the DVBE Incentive calculation.

ORDER OF EVALUATION

In applying the calculation preferences, first Small Business preference will be applied, followed by the DVBE Incentive calculation.

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F. Required Attachments

The contractor awarded this agreement must have completed and submitted to the awarding agency the Payee Data Record (STD 204), to determine if the Contractor is subject to State income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form has been included in this RFP package for your convenience. No payment shall be made unless a completed STD. 204 has been returned to DWR.

Upon award of the agreement, Contractor must sign and submit to DWR, page one (1) of the Contractor Certification Clauses (CCC) which can be found on the Internet at <http://www.ols.dgs.ca.gov/Standard+Language>. This document is only required if the proposing firm has not submitted this form to DWR within the last three (3) years.

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REQUEST FOR PROPOSAL CHECKLIST

Please submit the items checked below in your proposal package unless otherwise specified. The proposal will not be considered responsive unless the following documents are returned:

This checklist must be returned with your proposal package.

For envelope marked "DOCUMENTATION" include the following:

- ☒ Attachment II – Proposal/Proposer Certification Sheet
- ☒ Attachment III – Reference Sheet
- ☒ Attachment IV – Darfur Contracting Act
- ☒ Contractor Certification Clauses, CCC **307 signed**
- ☒ Copy of Contractors License to confirm three years in business.
- ☒ Current Rate Sheet of services provided by Contractor
- ☒ Resumes of permanent design staff
- ☒ Payee Data Record (Std. 204) (Do not submit until awarded the contract.)

Effective January 1, 2009, all Invitations for Bids (IFB) or Requests for Proposals (RFP) for goods or services **must** address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code sections 10475, 10476, et seq.; 10477(a)(b) and 10478(a).; Stats. 2008, Ch. 272). **Bids will be disqualified unless Attachment IV, Darfur Contracting Act has been completed and submitted with bid.**

STATE MANDATED DVBE PARTICIPATION PROGRAM

- ☒ DWR 9526, Attachment I, California DVBE Program Requirements
- ☒ DWR 9526, Attachment II, Bidder Certification of DVBE Selection (*applicable when agreeing to subcontract with a certified Disabled Business*)
- ☒ DGS/OSDS DVBE Certification Letter
- ☒ DVBE Advocate's Notification of Compliance (include if obtained by proposing firm in advance)

For envelope marked "COST PROPOSAL" include the following:

- ☒ Attachment I – Cost Proposal Worksheet (Include Small Business Certification or Non-Small Business Preference Calculation Request Form [applicable to businesses requesting the Non-Small Business Preference Calculation] if applicable.)
- ☒ TACPA Std. 830 Form, when requesting TACPA preference
- ☒ EZA Std. 831 Form, when requesting EZA preference
- ☒ LAMBRA Std. 832 Form, when requesting LAMBRA preference

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COST PROPOSAL WORKSHEET INFORMATION

Using only the service descriptions shown on the Cost Proposal Worksheet (Attachment I), enter the amount your firm will charge for each service category. **You must enter a bid for all service categories on the Cost Proposal Worksheet.**

Follow the same process for all the items on the Cost Proposal Worksheet. Then, add all the service categories together and enter this amount in the space labeled BID TOTAL.

Bid Totals will be further adjusted by DWR with an additional five percent (5%) allowance for bidders who are identified and certified as a small business. **All bidders** must complete the Small Business Preference form, DWR 4186 and return it with their cost proposal package.

Any of the following irregularities may cause your bid to be found non-responsive and disqualified from further consideration.

1. Price break variations from specified Cost Proposal Worksheet items.
2. Failure to conform to the format listed on the Cost Proposal Worksheet.
3. Bids that are incomplete or which refer to vendor price sheets.
4. Failure to complete the bid package using the provided forms.

DWR will determine the successful Contractor(s) by computing the lowest bid for services, including any preference adjustment. Contracts will be awarded to the lowest responsible bidding Contractor(s) who meet all the qualifications and requirements. DWR reserves the right to award a contract to more than one of the lowest responsible bidders meeting all of the qualifications in the specifications.

NO GUARANTEE OF WORK UNDER THIS CONTRACT. Services provided under this contract are on an "as-needed" basis.

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ATTACHMENT I
COST PROPOSAL WORKSHEET

GRAPHIC DESIGN SERVICES

The Department of Water Resources requests a bid for services provided under this contract, as identified by the descriptions below.

The Contractor will provide both traditional and digital design and production services for print-based materials (e.g. publications, brochures, reports, newsletters, and posters). In addition, creative services are anticipated for Web page designs, visual presentations, logo and identity development, and portable displays.

The service categories include:

1. DESIGN/LAYOUT \$_____per hour

- Concept development, research, thumbnails, and rough drawings.
- Production of preliminary visual examples of proposed ideas, indicating appearance and plans for physical execution of project.

2. PRODUCTION \$_____per hour

- An accurate assembly of various components and instructions for use in final comprehensive or final reproduction, fabrication, or execution of a project.

3. ART DIRECTION \$_____per hour

- Client meetings to define scope, objective, and approach of project.
- Project management, including scheduling, estimating, supervision, press checks, and quality control of services provided by studio and subcontractors.

BID TOTAL \$_____

Submission of a bid commits the Contractor to provide services at the prices quoted throughout the term of the contract.

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Materials for design, fabrication, renovation, maintenance, repair, and/or installation shall be furnished at the Contractor's actual cost.

Sales Tax:

If sales taxes are applicable to these services, they shall be included on contract invoices.

Bidder (Firm Name) _____

By (Signature) _____

Name (Typed or Printed) _____

Title _____

Address _____ City _____ State ____ Zip _____

Telephone Number(s) () _____ Fax Number() _____

Federal ID # _____

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ATTACHMENT II

PROPOSAL/PROPOSER CERTIFICATION SHEET

This Proposal/Proposer Certification Sheet must be signed and returned along with all of 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 Section C, Proposal Requirements and Information nor the "Sample Agreement" at the end of this RFP.

- A. Our all-inclusive cost proposal is submitted in a sealed envelope marked **"Cost Proposal - Do Not Open"**.
- B. Place all required attachments behind this certification sheet.
- C. I have read and understand the DVBE Participation requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort.
- D. 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/Proposer Certification Sheet May Be Cause For Rejection

1. Company Name	2. Telephone Number () ()	2a. Fax Number () ()				
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.					
Indicate applicable license and/or certification information:						
9. Contractor's State Licensing Board Number:	10. PUC License Number CAL-T-	11. Required Licenses/ Certifications				
12. Proposer's Name (Print)	13. Title					
14. Signature	15. Date					
16. Are you certified with the Department of General Services, Office of Small Business and DVBE Services (OSDS) as: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border-right: 1px solid black; padding: 5px;"> Small Business Enterprise? Yes ☐ No ☐ If yes, enter certification number: _____ </td> <td style="width: 50%; padding: 5px;"> Disabled Veteran Business Enterprise? Yes ☐ No ☐ If yes, enter your certification number: _____ </td> </tr> </table> NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes". <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;"> ☐ Our Small Business and/or DVBE Certification is pending. Please indicate date/time certification request submitted to DGS OSDS </td> <td style="width: 40%; border: none; vertical-align: top;"> Date: Time: </td> </tr> </table>			Small Business Enterprise? Yes ☐ No ☐ If yes, enter certification number: _____	Disabled Veteran Business Enterprise? Yes ☐ No ☐ If yes, enter your certification number: _____	☐ Our Small Business and/or DVBE Certification is pending. Please indicate date/time certification request submitted to DGS OSDS	Date: Time:
Small Business Enterprise? Yes ☐ No ☐ If yes, enter certification number: _____	Disabled Veteran Business Enterprise? Yes ☐ No ☐ If yes, enter your certification number: _____					
☐ Our Small Business and/or DVBE Certification is pending. Please indicate date/time certification request submitted to DGS OSDS	Date: Time:					

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Completion Instructions for Proposal/Proposer Certification Sheet

Complete the numbered items on the Proposal/Proposer 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 your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
11	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.
12, 13, 14, 15	Must be completed. These items are self-explanatory.
16	If certified as a Small Business Enterprise, check the "Yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, check the "Yes" box and enter your certification number. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date/time your application was submitted to OSDS.

ATTACHMENT III
REFERENCES

Provide references of similar types of services performed within the last two years.

Name of Firm and Contact Person:		Telephone Number:	
Street Address:	City:	State:	Zip Code:

Year Service Performed:
Service:

Name of Firm and Contact Person:		Telephone Number:	
Street Address:	City:	State:	Zip Code:

Year Service Performed:
Service:

Name of Firm and Contact Person:		Telephone Number:	
Street Address:	City:	State:	Zip Code:

Year Service Performed:
Service:

Statement if no references available:

ATTACHMENT IV

DARFUR CONTRACTING ACT

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

Therefore, to be eligible to submit a bid or proposal, please complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

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

OR

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

OR

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

CERTIFICATION For # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

<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 proposal will be disqualified unless your proposal includes this form with either Paragraph 1 or 2 initialed or Paragraph 3 initialed and certified.

(Required when receiving payment from the State of California in lieu of IRS W-9)
STD. 204 (Rev. 6-2003)

1	INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.		
2	PAYEE'S LEGAL BUSINESS NAME (Type or Print) SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.) E-MAIL ADDRESS MAILING ADDRESS BUSINESS ADDRESS CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE		
3	PAYEE ENTITY TYPE CHECK ONE BOX ONLY	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): ☐ PARTNERSHIP CORPORATION: ☐ ESTATE OR TRUST ☐ MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) ☐ LEGAL (e.g., attorney services) ☐ EXEMPT (nonprofit) ☐ ALL OTHERS ☐ INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: (SSN required by authority of California Revenue and Tax Code Section 18646)	NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.
4	PAYEE RESIDENCY STATUS ☐ California resident - Qualified to do business in California or maintains a permanent place of business in California. ☐ California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding. ☐ No services performed in California. ☐ Copy of Franchise Tax Board waiver of State withholding attached.		
5	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below. AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) TITLE SIGNATURE DATE TELEPHONE ()		
6	Please return completed form to: Department/Office: _____ Unit/Section: _____ Mailing Address: _____ City/State/Zip: _____ Telephone: (____) _____ Fax: (____) _____ E-mail Address: _____		

Bid 10043872

State of California

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (REVERSE)

1	<u>Requirement to Complete Payee Data Record, STD. 204</u> A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies. Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.								
2	Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.								
3	Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a). The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).								
4	<u>Are you a California resident or nonresident?</u> A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California. A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident. For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident. Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year. For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address:</td> <td>wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website:</td> <td>www.ftb.ca.gov</td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov	For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov
Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov						
For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov						
5	Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.								
6	This section must be completed by the State agency requesting the STD. 204.								
	<u>Privacy Statement</u> Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business. All questions should be referred to the requesting State agency listed on the bottom front of this form.								

Bid 10043872

State of California

RFP No. 10043872

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

CONTRACTOR'S NAME

2. The term of this Agreement is: through

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.

Exhibit A – Scope of Work

XX pages

Exhibit B – Budget Detail and Payment Provisions

XX pages

Exhibit C* – General Terms and Conditions

Exhibit D – Special Terms and Conditions for Department of Water Resources

XX pages

Exhibit E – Additional Provisions

XX pages

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 www.ols.dgs.ca.gov/Standard+Language*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

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

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**California Department of General
Services Use Only**

☐ Exempt per:

EXHIBIT A

SCOPE OF WORK

1. Contractor agrees to provide to **Department of Water Resources Graphic Design Services** as described herein. The services shall be performed at: **the Contractor's facility located within a 30-mile radius of DWR's headquarters at Ninth and "O" Streets, Sacramento, California 95814.**
2. The project representatives during the term of this agreement will be:

Department of Water Resources

Name: **John Carter**
Phone: **(916) 653-9748**
Fax: **(916) 653-3310**

OR

Name: **Teresa Chaney**
Phone: **(916) 653-1074**
Fax: **(916) 653-3310**

(Contractor Name)

Name: _____
Phone: _____
Fax: _____

Project representatives may be changed by written notice to the other party.

3. SPECIFICATIONS/REQUIREMENTS

The Contractor will furnish all personnel, materials, and equipment to provide graphic design services for the preparation of final digital files or other required formats for final implementation by the State of California, Department of Water Resources, in accordance with the specifications listed below and pursuant to work assignments by DWR on an "as-needed" basis.

The Contractor will provide both traditional and digital design and production services for print-based materials (e.g., publications, brochures, reports, newsletters, and posters). In addition, creative services are anticipated for Web page design, visual presentations, logo and identity development, and portable displays.

4. QUALIFICATIONS

The Contractor shall be an experienced design firm providing graphic design and production art services on a full-time commercial basis as its principal business for at least the past three years.

The Contractor shall possess:

- a) **A copy of the Contractor's business license(s) to confirm three years in business.**
- b) **Resumes of all permanent design staff.** Fifty percent of the Contractor's personnel shall each have a minimum of five years paid professional experience in the field of graphic design.

- c) **References from at least three clients for whom the Contractor has provided similar services within the past two years.** References shall include the name of the firm and contact person, telephone number, complete address, the date(s) when the service was provided, and a complete description of the services provided. (Refer to Attachment III.)

The Contractor shall have the experienced personnel and equipment in house to provide the services specified in Attachment I (Cost Proposal Worksheet). The Contractor shall maintain such equipment and capabilities throughout the term of the contract.

The Contractor shall provide services during the term of the contract using current versions of the desktop publishing programs: Adobe InDesign, Adobe Illustrator, Adobe Photoshop, and Microsoft PowerPoint.

The Contractor shall work in a software version compatible with software version currently in use by DWR throughout the term of the contract. DWR may obtain new or additional software programs to expand the type and variety of desktop publishing capabilities available. The Contractor shall upgrade to these versions as DWR acquires them to maintain compatibility. DWR will notify the Contractor of pending software upgrades. The Contractor shall obtain new or additional software programs within three weeks notification by DWR

5. TIME FACTORS

The Contractor's daily hours of operation, during which they are open for business, shall coincide with DWR's daily work hours of 8:00 a.m. – 5:00 p.m. (except for Saturday, Sundays, and legal holidays).

Time to complete services will vary with each specific project, but will be agreed upon in writing by DWR and the Contractor before the start of work.

The Contractor's acceptance of the project shall constitute agreement to comply with DWR's and/or the client's deadline. See item 12, ORDERING SERVICES, of these bid specifications.

6. ACCEPTABILITY

All creative services provided by the Contractor shall meet or exceed the quality of the portfolio samples submitted under this contract for the qualifications appraisal as outlined under the PORTFOLIO ASSIGNMENT AND EVALUATION section.

The Supervisor of DWR's Graphic Design and Mapping Unit or the Chief of the Graphic Services Branch shall determine whether materials and/or services are acceptable.

DWR reserves the right to reject any unacceptable product. Upon rejection, the Contractor shall re-perform the service and deliver the corrected materials to DWR within a revised deadline determined by the Supervisor of DWR's Graphic Design and Mapping Unit at no additional charge.

7. OWNERSHIP PROVISIONS

The Contractor agrees that all work performed or furnished under this contract including, but not limited to, digital files, drawings, art work, illustrations, mechanicals, original photography and videography, logos, original display designs, and duplication of audiovisual materials shall become the sole property of the State of California. Upon delivery by the Contractor, DWR shall become the sole owner of all materials or products provided under this agreement and shall be entitled to all rights of ownership including, but not limited to, unlimited use of such materials and products. The Contractor shall provide to DWR all electronic files supporting and final artwork (including fonts) upon completion of the project. The Contractor agrees to relinquish the right to copyright any material supplied or used in the agreement or assert any form of ownership.

Should the Contractor deliver a product encumbered by copyright or claim of ownership, the Contractor shall be considered in breach of the contract; the product deemed unfit for its intended purpose; and the State shall be under no obligation to pay for services rendered or expenses incurred by the Contractor in the performance of this agreement.

8. ACCESS TO MATERIALS

No unauthorized person, or persons, shall have access to any materials furnished to the Contractor by DWR.

9. LOCATION OF FACILITIES

The Contractor's production facilities shall be located within a 30-mile radius of the DWR headquarters building at Ninth and "O" Streets, Sacramento, California.

10. MULTIPLE-AWARD CONTRACTS

Recognizing that vendors may have other production commitments when services are needed, DWR may award multiple contracts for this service. When services are needed, DWR will first contact the Contractor deemed the lowest bidder to determine if they can do the work within the specified deadlines. If not, DWR will contact the next lowest bidder to obtain the needed services.

11. REQUESTING SERVICES

When services are needed, DWR's Supervisor of the Graphic Design and Mapping Unit will first contact the Primary Contractor to determine if they can do the work within the specified deadlines.

12. ORDERING SERVICES

When services are required, DWR and the Contractor will work to identify the following:

- a) Develop the scope and total budget for each project.
- b) Determine a work plan, including deadlines, for all phases of the project.
- c) Determine the need for progress payments to be made upon completion of each phase.

DWR will authorize the Contractor to proceed with the entire project, or phases and elements thereof, in writing. This shall consist of a **Graphic Design and Mapping Job Requisition form** which includes necessary project tracking and billing information. DWR will also assign a **Job Number** to the project. Each phase or element of the project will be assigned an **Order Number** and a maximum amount authorized for completion of the phase. Entire projects, or phases or elements, thereof, are described and authorized via the DWR Job Requisition form which references the assigned Job and Order Numbers.

The Contractor shall not begin work on any project until and unless the Contractor has received a Job Requisition form including the associated Job and Order Numbers. The Contractor shall not be entitled to any compensation for work performed without an authorized Job and Order Number.

The Contractor shall verify that the individual requesting services is one of the **Authorized Requestors** of this contract. DWR will incorporate a list of Authorized Requestors as an exhibit (Exhibit E) to the contract.

The Contractor agrees not to accept any written or facsimile (FAX) order which:

- a) Does not include all the information required in this section, or
- b) Exceeds the value of this Graphic Design contract.

Any modification, embellishment, or refinement that increases either the scope of the original service request and/or cost of the product shall require one of the following:

- a) New Job Requisition form, including the **same** Job and Order Number, which outlines and authorizes the revised scope of work and/or revised cost of the phase or element, **or**
- b) New Job Requisition form, with a **new** Job and/or Order Number, which outlines an addition to the scope of work and/or cost increase of the phase or element.

Client Directed Work

DWR may elect to authorize the Contractor to work directly with our clients under the supervision of DWR production personnel. In this event, clients may **only** provide information or direction as to the content and appearance of requested services.

Under no circumstances, shall the Contractor expand the scope, size, schedule, or cost of services to be provided under this agreement as the result of client directions or mandates. Only the Authorized Requestors of the contract as listed in Exhibit E may approve such changes.

13. SHIPMENT

All materials will be delivered to DWR by the Contractor or shipped prepaid via commercial delivery service. The shipping cost will be part of the Contractor's service and not a separate charge to DWR. DWR may also elect to pick-up materials directly from the Contractor.

14. PAYMENT

To receive prompt payment for services provided, the Contractor shall submit invoices as outlined in Exhibit B (Budget Detail and Payment Provisions).

15. PROGRESS PAYMENTS

Progress payments may be made to the Contractor for work done or costs incurred on larger scale projects.

DWR retains the right to specify when progress payments will be applied to projects. Typically, projects requiring design, production, and/or set-up phases lasting 90 days or longer will be considered for progress payments.

Progress payments will not be made more frequently than monthly in arrears and will be applied at clearly identifiable stages of progress. Progress payments will be based upon a brief status summary submitted with the Contractor's invoices that clearly match written work authorizations and on-site evaluations by DWR. DWR shall retain out of such earnings an amount not less than ten (10) percent pending successful completion of the project.

16. FAILURE TO PERFORM

In the event the Contractor is unable to perform commissioned services because of problems relating to quality, quantity, delivery schedule, or for any other reason, the Contractor shall immediately notify John Carter, Supervisor of DWR's Graphic Design and Mapping Unit, at (916) 653-9748 or Teresa Chaney, Chief of the Graphic Services Branch, at (916) 653-1074. Specific instructions will then be issued to the Contractor.

Violations of the specifications for failure to perform shall constitute cause to cancel this contract.

In the event the Contractor is unable to perform services following the quality standards as outlined in item 6, ACCEPTABILITY, DWR reserves the right to obtain services outside the terms of this agreement at its discretion.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

- I. **INVOICING AND PAYMENT:** Contractor shall submit three (3) copies of the invoice to the State only after receiving **Verbal** notice of satisfactory completion or acceptance of work by the DWR Contract Manager. **The State will not accept an invoice for work that has not been approved and will return the invoice as a disputed invoice to the Contractor.**

Invoices shall be submitted **Monthly**, in arrears, bearing the contract number. Small business contractors **must** identify their certified small business status on the invoice.

To receive prompt payment for services provided, the Contractor shall submit invoices in the following manner:

- a) Completed services shown on the invoice must be identified with a separate DWR-issued **Job and Order number**. Charges for each Job and Order number must be separately totaled and include applicable sales taxes. Do not submit partial or monthly billings for work in progress.
- b) Invoices shall reference only one Job and Order number. Multiple invoices referencing the same Job and Order number will not be accepted.
- c) The Contractor's invoices shall contain the following:
 1. DWR contract number 46000XXXX.
 2. Contractor's name and address.
 3. A unique invoice number.
 4. Title or description of services and materials furnished to DWR.
 5. Services date(s).
 6. If services were provided by a subcontractor, a copy of the subcontractor's invoice must be included with your invoice for service.
 7. Each invoice shall be item priced per bid categories, extended, and totaled.
 8. DWR Job and Order numbers: These numbers will be provided by DWR staff when ordering services and will appear on the order form when the job is originated. All Job and Order numbers begin with an "A" followed by four digits. A hyphen separates the order number, i.e., A1234-0002.

Submit two (2) copies of each invoice to the Contract Manager at the following address:

Cindy Zens
1416 Ninth Street, Room 204-18
Sacramento, California 95814

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Submit one (1) additional copy of each invoice simultaneously to the DWR Accounting Office at 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 Contract Manager and/or the Accounting Office, whichever date occurs later.

- II. 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.

- III. 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).

Rev. 4/05.

EXHIBIT C**GENERAL TERMS AND CONDITIONS****THIS IS A PLACEHOLDER PAGE.**

The language found at the DGS Internet site will become part of the Agreement. All language found under the "Exhibit C – General Terms and Conditions" header at the DGS Internet site is hereby referenced and incorporated into this Agreement.

NOTE: Under the standardized contract process "Exhibit C" is not included as a paper copy in the standard agreement package. As indicated on the STD. 213 face sheet, a copy of "Exhibit C" can be found at Internet site:

<http://www.ols.dgs.ca.gov/Standard+Language>

NOTE: If you do not have Internet capabilities, you may request a hard copy of "Exhibit C" by contacting the person listed below.

Program Contract Coordinator

Cindy Zens

(916) 653-4879

**EXHIBIT D – Special Terms and Conditions for
Department of Water Resources
(Over \$5,000 Standard Payable)**

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

DWR 9544 (Rev. 1/09)

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Contract #
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Page 2 of 3

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, 12205, 12209, and 12156(e), 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. 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.

RFP No. 10048372

Contract #
Exhibit D
Page 3 of 3

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

b. Penalty for Violation:

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

c. Members of Boards and Commissions:

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

d. Representational Conflicts of Interest:

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

e. Financial Interest in Contracts:

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

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

f. Prohibition for Consulting Services Contracts:

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

RFP No. 10048372

State of California

DEPARTMENT OF WATER RESOURCES

California Natural Resources Agency

Contract #
Exhibit , Attachment
Page 1 of 2

RECYCLED CONTENT CERTIFICATION FORM

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

DEPARTMENT OF WATER RESOURCES
Recycling Coordinator
Purchasing Services Office
1416 Ninth Street, Room 354, Sacramento, CA 95814
(916) 654-0533 FAX: (916) 653-6543

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.

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

RFP No. 10048372

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 www.ciwmb.ca.gov/BuyRecycled/

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 Section 12156 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

1. **COPYRIGHT**: All rights in copyright works created by the Contractor in the performance of work under this agreement are the property of the State.
2. **EVALUATION OF CONTRACTOR**: Performance of the Contractor under this Agreement may be evaluated. At the conclusion of the contract, an evaluation may be prepared on Contract/Contractor Evaluation Sheet, STD. 4 and forwarded to the Contract Services Office to be filed. Any negative evaluation may hinder Contractor's eligibility to enter into future agreements with DWR.
3. **FORCED, CONVICT, AND INDENTURED LABOR CLAUSE**: No foreign-made equipment, materials, or supplies furnished to the state pursuant to this contract may be produced in whole or in part by forced labor, convict labor, or indentured labor, or abusive forms of child labor or exploitation of children in sweatshop labor. By submitting a bid to the State or accepting a purchase order, the Contractor agrees to comply with this provision of the contract.
4. **PERMITS AND LICENSES**: Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary to incidental to the due and lawful prosecution of the work.
5. **LIST OF AUTHORIZED USERS**: Only staff members of the California Department of Water Resources (DWR) Graphic Services Branch are authorized to request services under the terms of this agreement.

The Contractor agrees not to accept any requests for service or deliver any materials to any individuals other than those listed below for charges to this contract:

Kari Carroll, Graphic Services Administration
John Carter, Supervisor of DWR's Graphic Design and Mapping Unit
Teresa Chaney, Chief of Graphic Services Branch
Jaime Cofer, Graphic Services Administration
Linda Cooper, Graphic Services Administration
Tana Gabriel, Designer
Thom Lewis, Exhibit Design Coordinator
Xiaojun Li, Designer
Mark McCourt, Designer
Cordi McDaniel, Designer
Mike Miller, Designer
Bob Peterson, Designer
Joanne Pierce, Designer
Chris Sanchez, Designer
Jennifer Segur, Designer
Cindy Zens, Graphic Services Administration

DWR Graphic Services will not be liable for work requested by any other persons unless the Contractor receives notification as described below:

The Contractor will be notified in writing of any changes in this list should such occur during the duration of this agreement. DWR reserves the right to make additions, deletions, and/or substitutions to the list of authorized users by way of a memo signed by the Chief of Graphic Services Branch in lieu of an official amendment to the contract.

6. CONTRACT AMENDMENTS – DVBE PROGRAM REQUIREMENTS: Disabled Veteran Business Enterprise (DVBE) program requirements shall be included and made a part of any subsequent contract amendment(s) when DVBE program requirements were included as part of the Department's original solicitation/contract effort. DVBE participation program goals (3 percent) are extended through the amended contract termination date and include any additionally encumbered funds that are a result of the contract amendment. The 90-Day and Final DVBE Subcontracting Activity Report shall be included in all subsequent contract amendment(s). Contractor shall be responsible for continued program compliance and reporting.

7. 90-DAY AND FINAL DVBE SUBCONTRACTOR ACTIVITY REPORTS

The Contractor is required to furnish the Department with reports at 90-day intervals identifying DVBE subcontractor(s) activities performed or commodities used, and the total paid to the subcontractor during the performance of the contract term. A final activity report will be due prior to the contract expiration date. If multiple DVBE contractors are providing services or commodities, the Contractor will furnish individual reports for each separate DVBE subcontractor(s) used.

The first report will be due 90-days from the date of contract approval. At the request of the Department, Contractor will submit copies of the DVBE contractor's paid invoices issued for that 90-day reporting period or final report.

If the Contractor fails to furnish the required reports, the Department may withhold final payment until the Contractor provides the required reports and, when requested by the Department, copies of paid invoices.

Final reports must be received by the Department no less than 14 days prior to the contract expiration date.

Reports shall be made using the DVBE Activity Report Form, Attachment 1. ***All reports shall be made to both the Department of Water Resources DVBE Advocate and the Project Manager for the contract as follows:***

Mail Reports to:

Department of Water Resources
DVBE Advocate
1416 Ninth Street, Room 315
P.O. Box 942836
Sacramento, California, 95814
Fax Number: (916) 653-6576

Department of Water Resources
Teresa Chaney,
1416 Ninth Street, Room 204-20
P.O. Box 942836
Sacramento, California 95814
Fax Number: (916) 653-3310

State of California

DEPARTMENT OF WATER RESOURCES

California Natural Resources Agency

DVBE ACTIVITY REPORT FORM

Contract No.: _____ Bid Number: 10043872
 Exhibit: F _____ Attachment: 1 _____

REQUIRED FORMAT

Prime Contractor: _____

DVBE Sub-Contractor: _____

Contact Name: _____

Contact Name: _____

Telephone Number: _____

Telephone Number: _____

DWR Contract Number: _____

460000 _____

DVBE OSDC No.: _____

Report Date: _____

Percent Subcontracted: _____

Contract Amount: _____

Commitment Goal: _____

DVBE Invoice or Order
NumberDate Service or
Commodity Provided

Service or Commodity Provided

Invoice
Amount

Date Paid

TOTAL \$0.00

Are you reporting 90-Day Activity? ☐ Yes ☐ NoAre you making a Final Report? ☐ Yes ☐ No

Reporting Period: _____ to _____

What is the status of the DVBE services or commodities to be used? (i.e. have services begun, are commodities on order, etc.?)

If services or commodities have not been obtained, how and when will the commitment be achieved?

Authorized Signature: _____

Title: _____

DWR 9553 (Rev. 1/09)

Page 1 of 2

Instructions for Completing the DVBE Activity Report

Contractor:

1. You are responsible for reporting your company's DVBE sub-contracting activity.
2. If the DVBE services or commodities are of an ongoing nature throughout the term of the contract, you are required to provide 90-day activity reports. If the contract term is extended, reports will be required for the duration of the amended term.
3. If the DVBE services or commodities are a one-time purchase and meet the commitment goal, a single report will satisfy the reporting requirement.
4. The first report is due 90 days after the date of contract approval.
5. When the approval process of a contract extends beyond the *intended* start date of a contract, the first report will be due 90-days after final approval. For example: August 1, 2003 is the intended contract start date. The contract approval process is not completed until September 10, 2003. The first 90-day report will be due January 10, 2004.
6. Final Activity Reports are due 14 days prior to the contract expiration date.
7. Reports must be made to both the DVBE Advocate for the Department and the program's project manager.

Completing the DVBE Activity Report Form

1. Complete both Prime Contractor and DVBE Contractor Information; provide contact names and telephone numbers.
2. Identify the contract number associated with this report.
3. Provide the DVBE contractor's Department of General Services OSDC certification number
4. Identify the report date, and the percent subcontracted to the DVBE contractor.
5. Identify the contract amount and the DVBE sub-contracting commitment goal, shown in dollars. This dollar amount will be equal to the percent of the total contract amount for which you have agreed to sub-contract 4 with the DVBE contractor.
6. Both the percent value and the commitment goal must agree with DWR 9526, DVBE Bidder Requirements, originally submitted at the time of bid response.
7. Provide the subcontracting transaction information: Identify invoice or order numbers, dates the service or commodities were provided, the type of service or commodities provided by the DVBE, the amount invoiced and the date paid. Provide the total transaction amount(s) for this report.
8. The Department may request copies of paid invoices. If so, include copies of invoice(s) with submittal of this report.
9. Identify whether this report is a 90-day or final activity report. For 90-day activity reports, identify the report period.
10. Provide a status on the use of the DVBE. Are his/her services needed yet? Will services begin soon? Are the commodities on order? Are commodities needed at a later phase of the contract? If so, identify when they will be required.
11. If the DVBE has not yet been utilized, explain when and how the commitment will be achieved.
12. Provide the authorized signature and title.

Fax to both:

DWR DVBE Advocate at (916) 653-6476
Contract Project Manager (see Exhibit E program contact information)

**CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE
PROGRAM REQUIREMENTS
(FOR NON-IT SERVICES/GOODS)**

BIDDER IS ADVISED TO READ THE REQUIREMENTS AND INSTRUCTIONS CAREFULLY BEFORE BEGINNING

AUTHORITY: The Disabled Veteran Business Enterprise Goal Program is established in Public Contract Code (PCC) Section 10115 et seq., Military and Veterans Code (MVC) 999 et seq. and California Code of Regulations (CCR) Title 2, Section 1896.6 et seq. **IMPORTANT NOTE: RECENT LEGISLATION MODIFIED PROGRAM REQUIREMENTS IN THAT A BIDDER MAY NO LONGER DEMONSTRATE COMPLIANCE WITH PROGRAM REQUIREMENTS BY PERFORMING A "GOOD FAITH EFFORT".**

Unless specified otherwise in this solicitation the minimum DVBE participation percentage goal is three (3) percent. A DVBE Incentive will be given to bidders who provide DVBE participation unless stated elsewhere in the solicitation the Incentive has been waived.

INTRODUCTION

The Bidder must comply with DVBE Program requirements to be viewed as responsive to this solicitation's DVBE requirements. Failure to submit a complete response may result in a non-responsive determination, in which case, the firm will have their bid rejected and will be ineligible for award. The bidder must complete the identified forms contained within this solicitation to satisfy the program requirements. Bids or proposals (hereafter referred to as "bids") that fail to identify an option and submit all the required forms will be deemed non-responsive and will have their bid rejected.

Information submitted by the intended awardee to comply with this solicitation's DVBE program requirements will be verified by the Department. If, during the verification process, evidence of an alleged violation is found, the State shall initiate an investigation in accordance with the requirements of PCC 10115 et seq., and MVC 999 et seq. and follow investigatory procedures by the CCR 1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and/or contract termination.

Only firms certified by the State of California, Office of Small Business and DVBE Services (OSDS), (hereafter referred to as DVBE) may be used to satisfy the DVBE program requirement.

PROGRAM DEFINITIONS

COMMERCIALLY USEFUL FUNCTION (California Code of Regulations, Title 2, Section 1896.61 (l))

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, a person or an entity is deemed to perform a "commercially useful function" if a person or entity does **all** of the following:

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

A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractors, or supplier's role is limited to that of an extra participant in order to obtain the appearance of disabled veteran business participation.

DISABLED VETERAN

A disabled veteran, for purposes of DVBE certification eligibility, is defined as a veteran of the military, naval or air services of the United States, with at least a 10 percent service-connected disability and who is a resident of the State of California.

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)

DVBE is a business enterprise certified by the Office of Small Business and DVBE Services (OSDS) as meeting all of the following criteria:

- Sole proprietorship owned by a disabled veteran; or a firm or partnership, 51 percent of the stock or partnership interests of which are owned by one or more disabled veterans
- Managed by and with the daily business operations controlled by one or more disabled veterans
- Sole proprietorship, corporation or partnership with its home office located in the United States which is not a branch or subsidiary of a foreign corporation, firm or other business

DVBE INCENTIVE

An incentive offered to firms utilizing DVBE firms in their contract efforts. The incentive is equal to the participation level identified and may not exceed 5 percent. For contracts that include a minimum participation level of three percent, lowest level of incentive shall be three percent. For contracts exempt from DVBE, but include the option of DVBE participation, the incentive shall begin at 1 percent and shall not be higher than 5 percent. Application of the incentive may result in the award of a contract to a bidder using DVBE subcontractors.

DVBE PROGRAM COMPLIANCE OPTIONS

Bidders responding to this solicitation must complete and fully document compliance with the following:

COMMITMENT TO FULL DVBE PARTICIPATION

Commitment is obtained for a bidder who is a certified DVBE or who is able to meet the commitment to use identified and certified DVBE(s) to fulfill the full DVBE participation goal.

COMMITMENT

Bidder commits to meet or exceed the minimum DVBE participation requirement of 3 percent, or as specified otherwise, in the solicitation. Bidder uses Option 1 – Bidder is a Certified DVBE, or Option 2 Non-DVBE Bidder. Failure to complete and submit the required forms as instructed will render the bid non-responsive and ineligible for award.

OPTION 1 – BIDDER IS CERTIFIED DVBE

1. Bidder commits to performing at least 3% of the contract amount (unless specified otherwise) with the prime bidder's firm or in combination with other DVBE firms.
2. Bidder must document DVBE participation using the DWR 9526, Attachment 2
3. Bidder shall submit proof of its commitment by submitting written confirmation and acceptance from the identified DVBE subcontractor using forms contained within DWR 9526, Attachment 2.
4. Provide evidence of DVBE certification – obtained through the Office of Small Business and DVBE Services (OSDS)

OPTION 2 – NON-DVBE BIDDER

1. Commit to using a certified DVBE firm for at least 3% (unless specified otherwise) of the bid amount
2. Bidder must document DVBE participation using the DWR 9526, Attachment 2
3. Bidder shall submit proof of its commitment by submitting written confirmation and acceptance from the identified DVBE subcontractor using forms contained within DWR 9526, Attachment 2.
4. Provide evidence of DVBE certification – obtained through the Office of Small Business and DVBE Services (OSDS)

DWR EXHIBIT E ADDITIONAL PROVISIONS - DVBE LANGUAGE

DWR Exhibit E "Additional Provisions" contains additional clauses related to the DVBE program and is relevant to the bidder because language contained in Exhibit E defines contract and Contractor obligations related to the DVBE program that are included in the final contract. Bidder is advised to carefully review Exhibit E, Additional Provisions, to understand relevant obligations pertaining to the DVBE program:

Contract Amendments – DVBE Program Requirements

Explains the requirements and obligations of the Contractor and the DVBE program related to subsequent contract amendments

Contract Audits

Explains the requirements and obligations of the Contractor related to the review or copying of all records pertaining to the performance of its contract as pertains to the DVBE program

DVBE Quarterly Reports

Explains the requirements and obligations of the Contractor related to reporting DVBE activity using DWR Form 9553 to identify and report the activity or non-activity within the period reported

DVBE INCENTIVE

In accordance with Section 999.5(a) of Military and Veterans Code an incentive will be given to bidders who provide DVBE participation unless stated elsewhere in the solicitation that the DVBE Incentive has been waived. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation identified on DWR Form 9526, California DVBE Program Requirements Attachment 1, Bidder Certification DVBE Participation, page 6 and confirmed by the State. The incentive amount for awards based on low price will vary in conjunction with the proposed DVBE participation. Unless a table that replaces the following has been expressly established elsewhere within the solicitation, the following percentages will apply for awards based on low price:

Confirmed DVBE Participation	DVBE Incentive
3.0 up to 3.99%	3%
4.0 up to 4.99%	4%
5% or Higher	5%

As applicable:

- Awards based on low price: the net bid price of responsive bids will be reduced (for evaluation purposes only) by the amount of the DVBE incentive as applied to the lowest responsive net bid. If the #1 ranked responsive, responsible bid is from a California certified Small Business, the only bidders eligible for the incentive will be California certified Small Businesses. The incentive adjustment for awards based on low price cannot exceed 5 percent or \$100,000, whichever is less, of the #1 ranked net bid. When used in combination with a preference adjustment (SB/TACPA/EZA/LAMBRA), the cumulative adjustment amount is not to exceed \$100,000.
- Awards based on highest score: the solicitation shall include an individual requirement that identifies incentive points for DVBE participation.

BUSINESS UTILIZATION PLAN (BUP)

DVBE BUPs are a company's commitment to expend a minimum of 3% of its total statewide contract dollars with DVBEs. This percentage is based on all of its contracts held *in* California, not just those with the State.

DVBE PROGRAM COMPLIANCE NOTIFICATION

Upon request, the department's Advocate will provide a pre-review of DVBE documentation for bidders to ensure they are DVBE program compliant. Bidders must submit their documents at least five (5) days prior to final bid submission. Upon verification of program compliance, the Advocate will issue a Notification of Compliance confirming the bidder has satisfied DVBE program requirements related to this solicitation. Bidders are advised to seek a pre-review of their documentation. Documents for review may be faxed or emailed to (916) 653-6476 or emailed to: halll@water.ca.gov

SUGGESTIONS FOR LOCATING DVBE FIRMS**Contact the Awarding Department**

- Contact the department's contracting official named in the solicitation document,
- Contact the DWR SB/DVBE Advocate for suggested DVBE firms who may have identified themselves as potential subcontractors, or for a list of firms the department may have created in response to this solicitation.

Other State and Federal Agencies and Local Organizations

STATE: Access the list of certified DVBE firms by using the Department of General Services, Procurement Division (DGS-PD) online certified firm data base. Access the database at: www.eprocure.dgs.ca.gov.

To begin your search:

- Click on "SB/DVBE Search". "Search by Keywords" OR "United Nations Standard Products and Services Codes (UNSPC)" that apply to the elements you want to subcontract to a DVBE.

- Check for Subcontractor ads that may be placed on the California State Contracts Register for this solicitation prior to the closing date. Access CSCR at: www.eprocure.dgs.ca.gov
- Contact OSDS at (916) 375-4940 for assistance, or email at: OSDSHelp@dgs.ca.gov

FEDERAL: Search the U.S. Small Business Administrations (SBA) Central Contractor Registration (CCR) on-line database at www.ccr.gov/ to identify potential DVBE firms and click on the "Dynamic Small Business Search" button. Search options and information are provided on the CCR site and first time users are advised to "click" on the help button for detailed instructions.

ADVISEMENT: DVBE firms located on the SBA CCR site must be confirmed as California DVBE certified in order to receive DVBE participation credit. Cross check the firm against the DGS OSDS firm listing to verify firm is in fact a California certified DVBE.

LOCAL: Contact local DVBE organizations to identify DVBEs. For a list of local organizations, go to www.pd.dgs.ca.gov/smbus and select: DVBE Local Contacts.

ADDITIONAL RESOURCES AND INFORMATION

RESOURCE	FOR
U.S. Small Business Administration (SBA): https://www.bpn.gov/ccr/default.aspx Access the Central Contractor Registration on-line database. Available only through internet contact.	Service-Disabled-owned businesses in California. <i>Be sure to verify each DVBE's California Certification.</i>
Local Organizations: Go to www.pd.dgs.ca.gov/smbus and select: DVBE Local Contacts (New 02.09) (pdf)	List of potential DVBE subcontractors
DGS-PD EProcurement Website: www.eprocure.dgs.ca.gov Phone: (916) 375-2000 Email: eprocure@dgs.ca.gov	• SB/DVBE Search • CSCR Ads • Click "training tab" to access eProcurement Training Modules for Small Business (SB)/DVBE Search
DGS-PD Office of Small Business and DVBE Services (OSDS) 707 Third Street, Room 1-400, West Sacramento, CA 95605 Website: www.pd.dgs.ca.gov/smbus OSDS Receptionist, 8 am-5 pm: (916) 375-4940 PD Receptionist 8 am-5 pm: (800) 559-5529 Fax: (916) 375-4950 Email: osdchelp@dgs.ca.gov	• Directory of California-Certified DVBEs • Certification Applications • Certification Information • Certification Status, Concerns • General DVBE program information • DVBE Business Utilization Plan • Small Business/DVBE Advocates
Department of Water Resources Lorie Hall, Small Business DVBE Advocate 1416 9th Street, Room 315 Sacramento, CA 95814 DWR SB/DVBE Website: http://www.water.ca.gov/sbe/index.cfm Email: halll@water.ca.gov Phone: (916) 651-9705 Fax: (916) 653-6476	Assistance locating DVBE firms related specifically to the advertised solicitation bidder is responding to.

ATTACHMENT 1 DOCUMENTATION OF DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

BIDDER IS ADVISED TO READ INSTRUCTIONS CAREFULLY.

COMMERCIALLY USEFUL FUNCTION (California Code of Regulations, Title 2, Section 1896.61 (I))

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, a person or an entity is deemed to perform a "commercially useful function" if a person or entity does **all** of the following:

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

A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractors, or supplier's role is limited to that of an extra participant in order to obtain the appearance of disabled veteran business participation.

DVBE OPTION DESIGNATION - Check the appropriate box to indicate the option you are choosing with which to meet your DVBE commitment. You are advised to read all instructions carefully prior to completing the forms.

- ☐ **OPTION 1:** I am a certified DVBE firm bidding this solicitation as a prime firm and as such, my commitment is at least three percent.
- ☐ **OPTION 2:** I am not a certified bidder but I have committed to meeting DVBE participation of at least 3 or more percent.
- ☐ **OPTION 3:** I am submitting a copy of our firm's "Notice of Approved DVBE Business Utilization Plan" (BUP)

INSTRUCTIONS FOR DOCUMENTING DVBE PROGRAM REQUIREMENTS

Read document carefully. Failure to comply with DVBE program requirements may result in rejection of your bid.

ATTACHMENT 1 - DOCUMENTATION OF DVBE PROGRAM REQUIREMENTS

1. Be sure to make the proper determination that the selected DVBE firm meets California CUF requirements.
2. Under "DVBE OPTION DESIGNATION" select the option appropriate for your firm's commitment and complete Attachment 2, Bidder Certification of DVBE Participation.
 - a. For Option 1, complete Attachment 2, Sections 1 – 3 and include 9526, Attachments 1/ 2 and your DVBE certification with your bid response
 - b. For Option 2, see instructions below
 - c. If submitting a Business Utilization Plan, please contact the department's SB/DVBE Advocate at (916) 651-9705.

ATTACHMENT 2 - BIDDER CERTIFICATION OF DVBE PARTICIPATION

Bidders are required to complete DWR 9526 - ATTACHMENT 2 – BIDDER CERTIFICATION OF DVBE PARTICIPATION to document their commitment to a DVBE firm or firms. A separate form is required for each DVBE commitment. Failure to submit this form with your bid will result in a determination of noncompliance and your bid will be rejected.

- Section 1: Complete prime firm/bidder business information
- Section 2: Identify services or commodities to be provided by the DVBE subcontractor
- Section 3: Identify the commitment level your firm is making to the DVBE subcontractor; provide the printed and signed name of the legally authorized representative and sign/date the document.
- Section 4: Is to be completed by the DVBE firm. Fax the completed/signed document to the DVBE. Provide the DVBE firm with instructions to:
- Complete the form and to include all information
 - Sign and date the form
 - Return the form via email or fax to you
 - Include a current copy of their OSDS certification – available through OSDS eProcurement SB/DVBE Website

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS, STD. 843

Upon award of a contract the prime firm/bidder shall forward a copy of the DVBE Declaration, Std. 843 to the DVBE subcontractor(s) for completion and return to the bidder. Bidder must submit the completed document prior to execution of the final contract.

ATTACHMENT 2 BIDDER CERTIFICATION OF DVBE PARTICIPATION

In accordance with Military and Veterans Code, Article 6 (commencing with Section 999) of Chapter 6, Division 4 of the California Military Code, Public Contract Code 10115, as the prime bidder, you are yourself, or you have selected, and mutually agreed to partner with, a California certified DVBE contractor to provide commodities or services related to the performance of services identified in Department of Water Resources IFB/RFP solicitation document. Submission of this form constitutes an agreement between the Prime Bidder and the Certified DVBE Sub-Contractor to fulfill California Disabled Veteran Business Enterprise Participation Program requirements related to the final executed contract. Any change to the DVBE sub-contractor must be submitting in writing to the Department's DVBE Advocate.

The Bidder Certification form must be signed by company representatives with recognized legal authority to do so.

SECTION 1 - PRIME BIDDER BUSINESS INFORMATION

Firm Name:					
Firm Contact:					
Street Address					
City:		State:		Zip:	
Firm Phone No.		Fax:			
Email:				FEIN#:	

SECTION 2 - IDENTIFY THE SERVICES OR COMMODITIES TO BE PROVIDED BY THE SELECTED DVBE FIRM(S)

SECTION 3 - IDENTIFY YOUR FIRM'S DVBE COMMITMENT

- ☐ I have committed 3 percent to the DVBE Firm(s) listed below.
- ☐ I have committed greater than 3 percent. Percent committed: _____ %
- ☐ I have committed the amount specified in the solicitation document. Percent committed: _____ %

AUTHORIZED REPRESENTATIVE NAME

AUTHORIZED REPRESENTATIVE SIGNATURE

DATE

SECTION 4 - DVBE FIRM INFORMATION

Firm Name:					
Firm Contact:					
Street Address					
City:		State:		Zip:	
Firm Phone No.		Fax:			
Email:				DGS OSDS Certification #:	
AUTHORIZED DVBE REPRESENTATIVE NAME (Please Print)		AUTHORIZED DVBE REPRESENTATIVE SIGNATURE		DATE	

Question and Answers for Bid #10043872 - Graphic Design Services

OVERALL BID QUESTIONS

Question 1

We are not within the 30 mile distance from the Department of Water Resources. Are we automatically disqualified? (Submitted: Nov 29, 2009 10:19:47 PM PST)

Answer

- It is madatory that you are within the 30 mile distance for this contract.

Please continue to consider other contracts without this requirement.

Thank you for your interest. (Answered: Dec 1, 2009 9:44:27 AM PST)