

DEPARTMENT OF WATER RESOURCES

1416 NINTH STREET, P.O. BOX 942836
SACRAMENTO, CA 94236-0001
(916) 653-5791



**REQUEST FOR PROPOSAL
(SECONDARY)
RFP No. 10061222**

Notice to Prospective Firms

May 24, 2011

You are invited to review and respond to this Request for Proposal (RFP No. 10061222) for Greenhouse Gas Verification Services. The anticipated term of this agreement is one year. DWR reserves the right to modify the contract term to extend the contract for one additional year under the same terms and conditions as the original agreement. In submitting your proposal, you must comply with these instructions.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses (CCC) that may be viewed and downloaded at the Department of General Services website:

<http://www.documents.dgs.ca.gov/ols/CCC-307.doc>

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

Inquiries regarding the processing of this proposal should be referred to Joanne E. Arcilla at (916) 653-3331 or jarcilla@water.ca.gov. Please note that no verbal information given will be binding upon the State unless such information is issued in writing as an official addendum to this solicitation.

Sincerely,

Holly Cronin, Program Manager
SWP Power and Risk Office

Attachment(s)

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NOTICE OF STATE MANDATED SB/DVBE PROGRAM PARTICIPATION REQUIREMENTS

Disabled Veterans Business Enterprise (DVBE) Information

The Department of Water Resources has waived this solicitation from DVBE Program requirements and firms responding to this solicitation are not required to satisfy with these program requirements as a component of this solicitation.

However, firms voluntarily utilizing DVBE subcontractors may receive a DVBE Incentive calculation which may place the firm in position to receive award of the RFP. Application of the DVBE Incentive cannot be used to displace a California-certified small business firm that has been deemed the lowest responsive, responsible firm with that of a non-small business. The Incentive applied is based on the firm's proposed DVBE commitment. Minimum incentive applied will be one (1) percent and will not to exceed five (5) percent. DVBE Incentive information and forms are found within the solicitation as DWR Form 9666, California DVBE Incentive Attachment V.

Small Business Program Information

If a proposing firm is not a California Certified Small Business and wishes to be considered for the small business calculation preference for this solicitation, proposing firm application for small business must be received by the Department of General Services Office of Small and DVBE Business Services (OSDS) by the proposal due date by close of business. Proposing firms seeking small business certification status must also notify the Department in writing at the time of proposal submission that they have an application for Small Business certification for review and approval at the DGS-OSDS.

Contact the DGS Office of Small Business and DVBE Services (OSDS) at internet website, 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 at (916) 651-9705, or email her at halll@water.ca.gov.

A. Purpose and Description of Services

For reporting year 2010 and each year thereafter, the California Department of Water Resources (DWR), a first year participant in The Climate Registry (Registry), will report its annual greenhouse gas emissions (GHG) inventory to the Registry. DWR seeks to utilize the services of a state and Registry-approved verifier to complete the verification of the reported inventory consistent with the Registry Verification Protocols, including the following tasks:

1. Submit to DWR information necessary to comply with the Conflict of Interest requirements as outlined in the Registry's Conflict of Interest Policy & Procedures, May 2008 General Verification Protocol.
2. Conduct on-site visits to DWR's facilities located throughout California as necessary, and as described below, sufficient off-site analysis to:
 - a. Evaluate whether DWR has a GHG emissions reporting program consistent with the Registry's General Reporting Protocol (GRP).
 - b. Evaluate the reasonableness of the data DWR has submitted to the Registry for calendar year 2010, as described below, against the Registry's GRP, and the Electric Power Sector Protocol, an appendix to the GRP, to be used in conjunction with the GRP.
3. Prepare and submit to DWR a verification report and verification opinion which contains the evaluations performed in Task 2 above.
4. Discuss with DWR staff by phone and/or in person the verification report and opinion.
5. Complete the verification form in the Registry's Climate Registry Information System (CRIS).

B. Proposing Firm Minimum Qualifications

Verification Bodies of the proposing firms must:

1. Have successfully completed the American National Standards Institute (ANSI) GHG Accreditation Program.
2. Be accredited by ISO (International Organization for Standardization) 14065:2007.
3. Submit a Conflict of Interest (COI) assessment, which was reviewed by The Registry, resulting in a low risk of conflict of interest between the Verification Body and DWR
 - a. The Verification Body must conduct a case-specific COI assessment to establish that the likelihood of a COI between parties is low. This assessment will be reviewed by The Registry prior to the initiation of verification activities and by ANSI in its regular audits of Verification Bodies.
 - b. A COI assessment with a determination (by the Registry), resulting in a low risk of conflict of interest between the Verification Body and DWR, must be submitted with the proposal package.
 - c. Within 15 business days The Registry will review the COI assessment and, if it determines the risk of a COI between the Verification Body and DWR is low, will notify the Verification Body that it may finalize its attempt contract with DWR.

C. Proposal Requirements and Information

1. PROPOSAL KEY ACTION DATES

All proposing firms must adhere to the following time schedule.

RFP available to prospective proposing firms on	May 24, 2011
Technical questions must be submitted by 4:00pm (PST)	June 8, 2011
Answers to technical questions will be disseminated by	June 22, 2011
Proposals must be received by 4:00pm (PST)	August 3, 2011
Anticipated start date of agreement is	September 1, 2011

QUESTIONS AND ANSWERS

Technical questions must be submitted in writing to jarcilla@water.ca.gov and received by DWR on or before 4:00 p.m. PST on June 8, 2011. DWR will provide answers in writing to all potential proposing firms by 4:00 p.m. PST on June 22, 2011.

2. WORK PLAN AND WORK SCHEDULE/TECHNICAL PROPOSAL REQUIREMENTS

The proposing firm shall develop a work plan or schedule for task completion. Identify each major task, necessary subtask, and/or specifics by which progress can be measured and payments made. Proposing firms will need to include the following information:

- a. Project Personnel: List all personnel who will be working on the project, along with resumes, and a brief summary of staff titles, roles, responsibilities, and qualifications.
- b. Facilities and Resources: Explain how and where the services will be provided where possible and describe the equipment and/or other resources necessary to perform the verification services.

3. COST PROPOSAL FORMAT AND REQUIREMENTS

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

4. SUBMISSION OF PROPOSAL

- a. Proposals must be submitted by mail, hand delivery, UPS, express mail, or Federal Express to:

Department of Water Resources
Contracts Services Office, Attn: Joanne Arcilla
1416 9th Street, Room 353
Sacramento, CA 95814

- b. Proposals should provide straightforward and concise descriptions of the proposing firm's ability to satisfy the requirements of this RFP.
- c. If the proposal is made under a fictitious name or business title, the actual legal name of

the proposing firm must be provided.

- d. 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).
- e. All proposals must include original signatures on the following documents:
 - Cost Proposal Worksheet
 - Proposal/Proposing firm Certification Sheet
 - Darfur Contracting Act Certification
 - Contractor Certification Clauses, and
 - Any other documents specified in this RFP.
- f. Proposals not including the documents identified in the Proposal Checklist shall be deemed non-responsive and will be rejected.
- g. All proposals are to be sent to DWR within the time frame indicated in the Time Schedule. Proposals received after the due date and time will be returned unopened to the prospective proposing firm.
- h. All proposals must be submitted under sealed cover. The sealed cover must contain all documents listed in the Proposal Checklist. The outside of the sealed cover must be plainly marked with the RFP title and number, must show your firm's name and address, and must be marked with "DO NOT OPEN."
- i. Proposals not submitted under sealed cover will be rejected and ineligible for Phase One of the evaluation process. Two (2) original signed proposals, containing the same information, must be submitted. Both proposals must be submitted in the same envelope.
- j. Proposals must be submitted for the entire service described within the Scope of Work. Deviations from the specifications will not be considered and will be cause for rejection of the proposal.
- k. The State does not accept alternate language from a proposing firm. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- l. A proposal may be rejected if conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may waive any immaterial deviation in a proposal. The State's waiver of immaterial defect shall in no way modify the RFP document or excuse the proposing firm from full compliance with the objectives if awarded the Agreement.
- m. Costs for developing proposals and preparation of award of the Agreement are entirely the responsibility of the proposing firm and shall not be chargeable to the State of California.
- n. This RFP must be signed by an individual who is authorized to bind the proposing firm contractually. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal will be rejected.
- o. A proposing firm may modify a proposal after its submission by withdrawal and resubmission before the proposal due date. Modification of a proposal offered in any

other manner, oral or written, will not be considered.

- p. A proposing firm may withdraw their proposal by submitting a written request to the State for its withdrawal, signed by the proposing firm or an agent authorized in accordance with paragraph n above. A proposing firm may thereafter submit a new proposal before the proposal submission deadline. Proposals may not be withdrawn after the proposal due date. Proposals received after the due date and time will be returned unopened to the prospective proposing firm.
- q. DWR may modify the RFP prior to the date fixed for submission of proposals by the issuance of an Addendum to all parties who received a proposal package. This Addendum will also be posted on the State's eProcurement website found at www.bidsync.com.
- r. If all proposals are too high, DWR is not required to award an Agreement.
- s. The State may reject all proposals if deemed necessary.
- t. The proposals submitted, including costs, will become public when DWR has completed its evaluation and announces the responsible proposer who has been given the highest score.
- u. Proposing firms are cautioned not to rely on the State during the evaluation to discover and report all defects and errors in the proposal documents. Proposing firms should carefully proof read documents for errors and adherence to the RFP requirements prior to proposal submittal.
- v. Where applicable, the proposing firm should carefully examine the worksite and specifications. Proposing firm shall investigate the conditions, character, quality of surface, subsurface materials, or obstacles to be encountered. No additions to the Agreement amount will be made because of failure to thoroughly examine the worksite and specifications.
- w. More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. Reasonable grounds for believing that any proposing firm has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that proposing firm. If there is reason for believing that collusion exists among the proposing firm, none of the participants in such collusion will be considered in this or future procurements.

5. EVALUATION AND SELECTION PROCESS

- a. The State will put each proposal through a process of evaluation to determine the responsiveness of proposing firms to the State's needs. The final selection will be made on the basis of the highest scored proposal meeting the specifications.
- b. Proposals containing false or misleading statements or providing references that do not support an attribute or condition claimed by the proposing firm may be rejected. If, in the opinion of the State, information was intended to mislead the State in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for rejection of the proposal.
- c. If there are tied proposals, DWR will draw straws to pick the winning proposing firm. The drawing will be witnessed and documented by two or more DWR employees.

d. The evaluation process will consist of three phases.

i. Phase One

Proposals are reviewed to ensure that all documentation has been submitted in compliance with the requirements of this RFP. DWR will review all of the following documents to determine that each is enclosed and properly completed. Failure to meet these administrative requirements shall cause a proposal to be deemed non-responsive and therefore shall be rejected and ineligible for Phase Two of the RFP evaluation process.

Two (2) original signed proposals, containing the same information, must be submitted.

The following documents are required to be included in your submitted proposal:

1. Attachment I - Cost Proposal Worksheet
2. Attachment II - Proposal/Proposing Firm Certification Sheet
3. Attachment III – Proposing Firm References
4. Attachment IV - Darfur Contracting Act Certification
Note: Submit Attachment IV only if your firm has had any business activities of other operations outside of the United States within the previous three years.
5. Contractor Certification Clauses (CCC)
Note: CCC must be signed and submitted if not currently on file. If on file, please submit a copy of the previously signed CCC.
6. Conflict of Interest (COI) Assessment with a determination from the Registry, resulting in a low risk of conflict of interest between the Verification Body and DWR.
7. Proof of accreditation under ISO (International Organization of Standardization) 15065:2007
8. Proof of completion of the American National Standards Institute (ANSI) GHG Accreditation Program

ii. Phase Two

Evaluation of the Work Plan and Work Schedule/Technical Proposal and Cost Proposal (for two years) based on the criteria below.

Rating/Scoring Criteria	Maximum Points
Proposed Staff Relevant Experience	15
Proposed Staff References	15
Contractor's Technical Approach to Deliverables	15
Quality of Proposal (Accuracy, Clarity, Effective Timeframes)	15
Total Costs Comparison	30
Cost Comparison of Number of Hours per Proposed Staff	10
Total Possible Points	100

In general, the DWR Evaluation Team will score the submittals based on percentages for levels of quality for each scoring criterion. The percentages are translated to points based upon the weight for each particular factor. For example, under "Quality of Proposal," if a proposing firm's response is considered "Excellent," it will receive 9 points (0.9 x 10). The same approach will be used for all categories, except the scoring of the Total Cost Proposal, Number of Hours per Proposed Staff, and Relevant

Experience (see below).

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

Response to each set of criteria will be evaluated based upon the demonstrated depth and breadth of knowledge and experience the proposed staff has, and the completeness of each response to the services being requested.

Phase Two Point Values and Scoring Detail

Qualified Proposed Staff

The purpose of GHG validation or verification accreditation is to give confidence that the Verification Bodies are competent, have systems in place to manage impartiality, and are able to provide the required level of assurance on a consistent basis. The Verification Body's ANSI approved process for evaluating the competency of its proposed verification lead, primary, and support staff to ensure that the Verification Body is accredited to conduct General, and Sector Specific verifications (i.e., Power Generation, and Electric Power Transactions verifications should be included in the submittal, along with resumes for key staff, which will be evaluated to confirm their background and experience to perform the General and Sector Specific verification.

Proposed Staff Relevant Experience

Key Elements	Maximum Points
Combined years experience working on projects of similar magnitude and scope (1 point per every 2 years – 5 points maximum)	5
Combined years experience as accredited verifier(s) (1 point per every 2 years – 5 points maximum)	5
Number of verifications performed for GHG Registries (1 point per each verification – 5 points maximum)	5
Total Possible Points	15

Each firm's Relevant Experience score will be based on the ratio of each key element (e.g., total qualifying years experience to the highest number of years experience multiplied by the maximum number of cost points. Each score will be rounded to one decimal place to the right. An example of this calculation is shown below:

$$\frac{\text{Years Experience} - \text{Similar Magnitude \& Scope} \times \text{Maximum Points}}{\text{Highest Firm's Number of Years Experience}} = \text{Score for Key Element}$$

Experience Score Sample

Firm	Number of Years	Calculation	Key Element Score
A	20	$\frac{20 \text{ (Bidder A)}}{20 \text{ (Bidder A)}} \times 5$	5
B	10	$\frac{10 \text{ (Bidder B)}}{20 \text{ (Bidder A)}} \times 5$	2.5
C	5	$\frac{5 \text{ (Bidder C)}}{20 \text{ (Bidder A)}} \times 5$	1.25

Proposed Staff References

All proposed customer references will be evaluated based on a phone interview conducted. Each reference will be rated between 1 and 5, with 1 being not qualified and 5 being highly qualified.

Qualified Project Proposal

Key Elements	Maximum Points
Reference #1	5
Reference #2	5
Reference #3	5
Total Possible Points	15

Contractor's Technical Approach to Deliverables

Each response will be evaluated based upon the demonstrated depth and breadth of the contractor's qualified staffing, knowledge, experience, verification strategy, and completeness of the response to the information requested.

Key Elements	Maximum Points
Experience with technical aspects of the proposed services and projects of similar magnitude and size	5
Soundness of the staff resources allocation plan, including reasonableness of the hours and skill sets proposed for each stage	5
Description of deliverables indicates the bidder understands the needs of DWR, and meets or exceeds all requirements	5
Total Possible Points	15

Quality of Contractor's Proposal

Key Elements	Maximum Points
Response covers the strategies and methodologies required to verify each set of DWR's energy and fuel consumption data	5
Proposed timeframes for sampling plan and contingency plans to meet or exceed all scheduling requirements of DWR and TCR	5
Overall organization and clarity of the response meets or exceeds all requirements for DWR to analyze and evaluate the proposal	5
Total Possible Points	15

Total Costs and Hourly Rate Costs Comparisons

Total Cost Comparison

Proposing firms shall submit their Cost Proposals (for two years) on the Cost Proposal Worksheet (Attachment I). If no proposal contains a Cost Proposal, which in the opinion of DWR is a reasonable price, DWR is not required to award a contract (Public Contract Code section 10344(d)).

Each firm's Cost Proposal score will be based on the ratio of its total cost to the total cost associated with the lowest responsive proposal multiplied by the maximum number of cost points. The Cost Proposal score will be rounded to one decimal place to the right. An example of this calculation is shown below:

$$\frac{\text{Lowest Firm's Total Cost}}{\text{Firm's Total Cost}} \times 30 = \text{Bidder's Cost Score}$$

Cost Score Sample

Firm	Total Cost Proposal	Calculation	Cost Proposal Score
A	\$30,000	$\frac{\$15,000 \text{ (Bidder C)}}{\$30,000 \text{ (Bidder A)}} \times 30$	7.5
B	\$25,000	$\frac{\$15,000 \text{ (Bidder C)}}{\$25,000 \text{ (Bidder B)}} \times 30$	9
C	\$15,000	$\frac{\$15,000 \text{ (Bidder C)}}{\$15,000 \text{ (Bidder C)}} \times 30$	15

Cost Comparison of Number of Hours per Proposed Staff

A similar calculation will be applied to comparing the average number of hours per average hourly wages of proposed program management, technical, and administrative staff. Each firm's score will be based on the ratio of its total average hourly rate to the total average hourly rate associated with the lowest responsive proposal multiplied by the maximum number of points possible.

iii. Phase Three

Small Business Preferences and DVBE Incentive calculations will be completed as necessary prior to contract award. The application of the Small Business Preference and DVBE Incentives may result in the displacement of a previously high scoring firm.

1. Proposing firms that are Small Business certified by DGS, Office of Small Business and DVBE Services (OSDS) may receive a five (5) percent preference calculation. The Small Business (SB) preference will be calculated by factoring five (5) percent of the highest scored points and adding those points to that of the certified Small Business.

Example: High Score: 95 points
 Small Business Score: 91 points

 95 x 0.05 SB preference = 4.75 points

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

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

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

The following example is based on 100 total possible points:

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

- a) Once all proposals are evaluated for the factors indicated under the Rating/Scoring Criteria above, the DVBE Incentive will be calculated and those points will be factored into the total points of those firms with lower scores that have identified DVBE participation levels as outlined in the above table. The points applied may result in a firm achieving high points placing them in line for the solicitation award.
 - b) A Small Business firm may be displaced by another firm achieving higher points as a result of the DVBE Incentive application.
 - c) An Evaluation Committee shall conduct the scoring and review the results submitted.
 - d) Firms that are certified by the Department of General Services, Office of Small Business Certification and Resources, receive a 5 percent preference. The preference is applied by the Department before the contract is awarded.
3. DVBE Incentive Application – Allowable Incentive Amounts

- a) When the DVBE program is a required component of the solicitation, the minimum acceptable commitment level is three (3) percent. Incentive amounts applied begin at three percent and will not exceed five (5) percent.
- b) When the Department waives DVBE program compliance from a solicitation, a responding firm's DVBE participation is optional. Firms proposing DVBE participation are eligible to receive a DVBE incentive calculation from one (1) to five (5) percent. The incentive applied will be at the level of proposed DVBE commitment.

Example scale using high score method:

Available points example using sliding scale:

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

Confirmed DVBE Participation	Possible Points Calculation:
1% - 1.99% inclusive	1% x 1200 = 12
2% - 2.99% inclusive	2% x 1200 = 24
3% - 3.99% inclusive	3% x 1200 = 36
4% - 4.99% inclusive	4% x 1200 = 48
5% and Higher	5% x 1200 = 60

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

Example results using high score method:

Proposing Firm	A	B	C
Responsive/Responsible	Yes	Yes	Yes
Total Points	1050	1155	1125
Eligible Preference	SB	None	SB
SB Preference points achieved	57.75	0	57.75
Points Subtotal	1107.75	1155	1182.75
Rank	3	2	1
DVBE Participation	No (0%)	Yes (5%)	Yes (2%)
Incentive Points Applied	None	60	24
Adjusted Points	1107.75	1215	1206.75
New Rank	3	1	2

4. Order of Evaluation

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

6. NOTICE OF INTENT TO AWARD AND PROTEST

- a. A Notice of Intent to Award will be posted at the Department of Water Resources 1416 9th Street, Room 353, Sacramento, CA 95814 for five (5) business days. All proposing firms will be officially notified via BidSync that the Notice of Intent to Award is posted.
- b. Public inspection of all proposals and score sheets will be allowed after the Notice of Intent to Award has been posted.
- c. Contracts shall be awarded only after a Notice of Intent to Award has been posted in a place accessible by the general public, including any internet site identified in this RFP, for five (5) business days.
- d. Prior to the award, a proposing firm who claims he/she would have been eligible for the award of the contract, may protest the proposed award if DWR had scored his or her proposal correctly or if DWR had correctly followed the procedures specified in the Public Contract Code.
- e. A protestant must meet the burden of proof that DWR has committed a material error in the conduct of the proposal award process.
- f. Within five business days of filing the protest, the protestant must submit a detailed written statement of protest if the original protest did not contain the complete grounds for the protest.
- g. Both the original protest and/or the detailed statement of protest, if any, must include the RFP number, the name of the State Agency involved, agency contact person, and protestant's fax number, if any.
- h. The protest documents may be sent by regular mail, fax, courier, or personal delivery to:

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

AND

Department of Water Resources
Contract Services Office, Attn. Wendi Dodgin
1416 9th Street, Room 353
Sacramento, California 95814
OR
Fax: (916) 654-6511

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

7. DISPOSITION OF PROPOSALS

Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and are subject to review by the public. The State cannot prevent the disclosure of public documents. However, the contents of all proposals, draft proposals, correspondence, agenda, memoranda, working papers, or any other medium that discloses any aspect of a proposing firm's proposal, shall be held in the strictest confidence until the Notice of Intent to Award is posted. Proposals may be returned at the request and expense of the proposing firm.

D. Standard Conditions of Service

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

E. Payee Data Record

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

F. Small Business Program

1. 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 proposing firms to receive a 5% non-small business calculation preference when achieving 25% small business participation through subcontracted efforts.

2. SMALL BUSINESS PREFERENCE

The Small Business preference provides certified small businesses and micro-businesses a calculation preference in the amount of five percent (5%) of the highest scored responsible and responsive proposal submitted by a proposing firm who is not a certified small business. The small business preference is used as a calculation for determining the highest score and does not affect the actual price proposed.

The awarding department grants a certified small business a five percent (5%) Small Business preference on a proposal evaluation when a responsible non-small business has submitted the highest scored, responsive proposal pursuant to the evaluation solicitation method identified in a the proposal and the certified small business:

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

Firms having pending Small Business or DVBE Certification applications under review by the Department of General Services concurrent with the proposal 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 proposal. Contact DGS/OSDS at (916) 375-4940 to obtain information about the application expedite process.

Firms must notify DWR in writing at the time of the proposal 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.

3. NON-SMALL BUSINESS PREFERENCE

The non-small business preference calculation may be applied when:

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

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

- a. The firm has included in its bid a notification to the awarding department that it commits to subcontract at least twenty-five percent (25%) of its net bid price with one or more OSDS certified small business(s) and
- b. The firm has submitted a timely, responsive bid; and

- c. The firm is determined to be a responsible bidder; and
- d. The firm identifies OSDS certified small business(s) it commits to subcontract with. The bidder shall list certified SB subcontractors and include their name, address, phone number, a description of the work to be performed, and the percentage (as specified in the solicitation) per subcontractor.

4. NON-SMALL BUSINESS PREFERENCE CALCULATION

The Non-small business calculation preference five (5%) is used for bid evaluation purposes when there is at least one non-small business competing is subcontracting at least twenty-five percent of its net price proposed to one or more certified small businesses, and award of the contract is made on the basis of the highest scored responsive, responsible bidder. The preference shall be computed as follows:

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

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

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

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

5. TIES BETWEEN CERTIFIED SMALL BUSINESSES AND DVBE BUSINESSES

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

6. MAXIMUM ALLOWABLE PREFERENCES

In no event shall the amount of the small business or non-small business subcontractor preferences awarded on a single proposal 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 (5%) calculation preference is used for computation purposes only and does not alter or affect the actual proposal price or the amount of the executed contract. When a certified small business is responsive, responsible, and the highest scored firm, there is no need to compute the small business preference as the small business is already the highest scoring firm.

7. COMMERCIALLY USEFUL FUNCTION (*Government Code 14837*)

A certified small business, micro-business contractor, subcontractor or supplier, must meet commercially useful function requirements under Government Code section 14837(d) (4). Selected firms must perform a "*commercially useful function*" relevant to this contract.

The term "small business contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements in accordance with Government Code Section 14847 (d) (4) and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function. A person or

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

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

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

8. SMALL BUSINESS - DVBE PROPOSING FIRM CUF REQUIREMENTS

DWR has determined to the best of its ability that you and/or your selected subcontractor(s) meet the criteria above for "commercially useful function". In responding to this solicitation, you are confirming that, under CCR 1896.1 above, your business provides goods and/or services meet the definition of "commercially useful function". All proposing firms are required to provide CUF documentation using the attached State's Proposing firm Declaration Form GSPD-105, Attachment VII, included in the solicitation document. When completing the declaration, proposing firms must identify all subcontractors proposed for participation in the contract. Any proposing firm awarded a contract is contractually obligated to use the subcontractor for the corresponding work defined unless the State agrees to a substitution.

9. PENDING SMALL BUSINESS CERTIFICATION

If your firm is seeking small business certification in order to be considered for small business preference related to this solicitation, you must have: 1) notified DGS, Office of Small Business and DVBE Services (OSDS) that you are responding to a solicitation and are seeking an Expedite Review of your small business certification application in response to the solicitation, 2) provided DGS OSDS with the proposal Key Action Dates page from the RFP itself and 3) must have submitted a complete application with all required forms and documentation to OSDS for review and approval by close of business on the Proposal Submittal due date.

Notify DWR if, at the time of proposal submission, your firm has a pending small business application with the Department of General Services, OSDS. DWR will verify your certification is pending or has been approved.

Non-Small Business Preference 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 Business sub-contractor to provide commodities or services related to the performance of the requested services identified in this RFP Solicitation. With the submission of the Non-Small Business Preference Request Form, you are requesting the non-small business calculation be applied to your proposal during proposal evaluation when applicable. The NSB calculation is for evaluation purposes only. Awards made as a result of the NSB calculation will be at the proposing firm's original proposal prices.

The Department of Water Resources has identified a Small Business participation level of 25% for this contract effort. As the Prime Contractor, you agree to sub-contract 25% as indicated in Section A below. The calculation preference given will not exceed 5%, with a maximum preference of \$50,000.

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

SECTION I – NON-SMALL BUSINESS INFORMATION

Proposing firm Instructions

- ✓ Complete Section I, Part A, Certified Non-Small Business Proposing firm Information
- ✓ Identify the response deadline date in Section II
- ✓ Fax or Mail this form to the Certified Small Business to have Section II completed and returned
- ✓ You must include the completed Non-Small Business Certification Information Sheet and a copy of the Small Business's DGS OSDS Certification Letter with your proposal submittal.

Company Name:

FEIN#

Street Address:

City

State

Zip Code

Telephone Number:

Fax #:

Part B – Services/Commodities to Be Provided by the Small Business Partner:

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

Authorized Non Small Business Name (Printed)

Authorized Non Small Business Signature

SECTION II –CERTIFIED SMALL BUSINESS INFORMATION

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

Company Name:

FEIN#

Street Address:

City

State

Zip Code

Telephone Number:

Fax #:

OSDS Certification No.:

Certification Expiration Date: ____/____/____

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

Authorized Certified SB Name (Printed)

Authorized Certified SB Contractor Signature

NON-SMALL BUSINESS PREFERENCE REQUEST INSTRUCTIONS

The Department of Water Resources encourages Non-Small Business firms to take advantage of the opportunity offered for a preference calculation by partnering with a California Certified Small Business. In doing so, the resulting preference calculation applied may result in the award of the proposal when all other technical specifications and proposal requirements are met. Application of the NSB preference cannot be used to displace an already certified small business.

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

RESOURCES

1. Determine the type of service or services to be subcontracted.
2. If you do not already know of a contractor, or contractors, contact the DGS Office of Small Business and DVBE Services (OSDS) website to conduct a search of certified firms. A listing of the State's certified small business firms may be found at:
<http://www.pd.dgs.ca.gov/smbus/default.htm>
3. Select and contact the certified Small Business firm, or firms you've identified to discuss partnering opportunities.
4. Contact the DWR Small Business Advocate for additional assistance with locating certified small businesses if you need assistance. The advocate can be reached at (916) 651-9705.

COMPLETING THE FORM

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

1. Section I, Part A - Complete the Non-Small Proposing firm (your firm) business information.
2. Section I, Part B - Identify the services to be performed by the certified small business.
3. Section I, Part C - Identify the small business participation commitment level. You must include the participation percentage information. If no or less than 25 percent commitment level is indicated, the preference calculation will not be applied when DWR evaluates the proposals.
4. * Print and sign Section I, Part C (must be signed by individual authorized to do so) before sending it to the small business firm for their information.
5. Section II, Part A - Identify the Small Business response needed date.
6. Fax the form to the Small Business contractor to be completed and signed. Include instructions for SB firm to provide their small business certification. Certification must be current at the time of proposal due date.
7. Review the form for completeness. Be sure it includes all the required information.
8. Include the Non-Small Business Preference Calculation Request Form and the DGS Small Business Certification letter with your proposal response to DWR.

* *This assures that both the Non-Small business firm and the Small Business will have a signed copy of the form.*

G. Disabled Veteran Business Enterprise Program

DWR has waived DVBE program requirements for this solicitation. 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 has identified a California-certified DVBE subcontractor to provide services or commodities in support of the overall contract effort. Application of the DVBE Incentive *may displace a certified small business proposal*.

Please refer to DWR Form 9666, Attachment V for instructions about regarding the DVBE Incentive.

1. DWR ADVOCATE PRE-REVIEW OF DVBE DOCUMENTATION

DWR's DVBE Advocate offers a pre-review of a proposing firm's DVBE documentation prior to proposal submission. Since non-compliance with the DVBE program is immediate cause for rejection, DWR strongly recommends firms take advantage of this opportunity to ensure they are fully compliant with DVBE Program requirements.

Upon satisfactory review of the firm's DVBE documentation, the DWR advocate issues a Notification of Compliance. To request a pre-review of your DVBE documentation, please fax the documentation to the attention of:

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

2. DVBE INCENTIVE PROGRAM FOR RFP SECONDARY

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

The following are key elements of the DVBE Incentive Program:

- a. The DVBE Incentive is applied during the evaluation process and is only applied to responsive proposals from responsible firms proposing the percentage(s) of DVBE participation for the incentive(s) specified in the solicitation.
- b. DVBE Incentive participation is optional and at the discretion of the proposing firm.
- c. When requesting the Incentive application, bidding firms must complete and return the DWR 9566 California DVBE Incentive included within this solicitation with their proposal at time of submission.
- d. The Incentive is calculated by multiplying the solicitation's total points possible by the level of DVBE participation (%) identified by the responding firm. This amount is then added to the firm's total points to determine if they have the high score. Computation is for evaluation purposes only and cannot be used to achieve any applicable minimum point requirements. (CCR 1896.99.100 (d))
- e. 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.

3. DVBE INCENTIVE OPTION VS. DVBE PROGRAM REQUIREMENTS

- a. A Department may formally exempt a solicitation from California DVBE Program requirements, and still be required to include the DVBE Incentive when DWR has not met DVBE program goals three of the previous two fiscal years. Proposing firms should review the RFP closely to determine if the California DVBE Program requirement is included in the solicitation language.
- b. California DVBE Program requirements, when included in a solicitation, are not optional and must be met by the proposing firm. If a proposing firm does not undertake DVBE program activities as specified in the RFP and make efforts to document those activities through 1) the selection of a DVBE firm, or 2) through satisfaction of the Five Steps of the Good Faith Effort, the firm will be deemed non-responsive to RFP requirements and their bid will be rejected.

4. DVBE INCENTIVE APPLICATION BASED ON RFP SECONDARY HIGH SCORE METHOD

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

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

Please see Section C. Proposal Requirements and Information, item 6 Evaluation Process for additional instructions and examples regarding application of the DVBE Incentive High Score Method.

PROPOSAL CHECKLIST

Please review the following checklist for a list of documents that must be returned with your proposal. Please read the State of California's General Terms and Conditions before signing and submitting your proposal. Unless otherwise noted, all documents are due at the time of proposal submittal. Failure to include the required documents will be cause for rejection of your proposal.

DOCUMENTS REQUIRED WITH SUBMISSION OF PROPOSAL

- ☐ Attachment I – Cost Proposal Worksheet (must be signed and include all pages and original language)
- ☐ Attachment II - Proposal/Proposing Firm Certification Sheet
- ☐ Attachment III - Proposing Firm References
- ☐ Attachment IV - Darfur Contracting Act Certification
Note: Submit Attachment IV only if your firm has had any business activities or other operations outside of the United States within the previous three years.
- ☐ Contractor Certification Clauses (CCC)
Note: CCC Must be signed and submitted if not currently on file. If on file, please submit a copy of the previously signed CCC.
- ☐ Conflict of Interest (COI) Assessment with a determination from the Registry, resulting in a low risk of conflict of interest between the Verification Body and DWR.
- ☐ Proof of accreditation under ISO (International Organization of Standardization) 14065:2007
- ☐ Proof of completion of the American National Standards Institute (ANSI) GHG Accreditation Program

Small Business Program

- ☐ Current Small Business Certification from Office of Small Business and DVBE Services(OSDS)
- ☐ Current Small Business Certification for proposed SB subcontractor
- ☐ Non-Small Business Calculation Preference Request Form (*only required if prime is requesting Non-Small Business preference consideration*)
- ☐ Current Small Business Certification for proposed SB subcontractor (*must accompany a bidder's Non-Small Business Preference request*)

DVBE Participation Program

- ☐ Attachment V, Documentation of DVBE Program Requirements (DWR 9666)
- ☐ Attachment V, Bidder Certification of DVBE Participation (DWR 9666)
- ☐ Attachment VI, DVBE Declaration (Std. 843)
- ☐ Attachment VII, Bidder Declaration (GSPD-05-105)
- ☐ Current DVBE Firm Certification from DGS OSDS
- ☐ DVBE Advocate's Notification of Compliance (*if obtained in advance from the DVBE Advocate*)

DOCUMENTS REQUIRED UPON CONTRACTOR SELECTION/BID AWARD

- ☐ Payee Data Record (Std. 204)
- ☐ Certificate of Insurance

ATTACHMENT I**COST PROPOSAL WORKSHEET**

At the discretion of DWR, this contract may be renewed for one additional year. Please provide costs for two years (the first year plus the one option year). The two years will be evaluated as part of the overall award of the contract.

The estimated hours indicated below will be used solely for computing the cost as a fair and equitable formula to determine the low bidder and is not binding on the contracting agency. However, the hourly rates, costs of equipment and supplies, and other indirect costs quoted below by the bidder shall be binding for the term of the Agreement.

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

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

Cost worksheets submitted must include all original language and worksheet item categories contained in Exhibit B, Attachment 1.

COST - YEAR 1**Labor Costs – Year 1**

Labor Classification	Number of Hours	Hourly Rate(s)	Labor Subtotals
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
Labor Cost Total			\$

Indirect Costs – Year 1

(*must be itemized in following tables)

Item	Cost
Travel and Per Diem	\$
Equipment/Supplies*	\$
Other Direct Costs*	\$
Indirect Costs Total	\$

Itemized Indirect Costs – Year 1 (Equipment/Supplies*)

Item(s)	Number of Item(s)	Cost of Each Item	Equipment and Supplies Subtotals
			\$
			\$
			\$
			\$
			\$
Equipment and Supplies Total			\$

Itemized Indirect Costs – Year 1 (Other Indirect Costs*)

Item(s)	Number of Item(s)	Cost of Each Item	Other Indirect Costs Subtotals
			\$
			\$
			\$
			\$
			\$
Other Indirect Costs Total			\$

Labor Costs Total + Indirect Costs Total = _____ Total Amount – Year 1

COST - YEAR 2

Labor Costs – Year 2

Labor Classification	Number of Hours	Hourly Rate(s)	Labor Subtotals
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
Labor Cost Total			\$

Indirect Costs – Year 2

(*must be itemized in following tables)

Item	Cost
Travel and Per Diem	\$
Equipment/Supplies*	\$
Other Direct Costs*	\$
Indirect Costs Total	\$

Itemized Indirect Costs – Year 2 (Equipment/Supplies*)

Item(s)	Number of Item(s)	Cost of Each Item	Equipment and Supplies Subtotals
			\$
			\$
			\$
			\$
			\$
Equipment and Supplies Total			\$

Itemized Indirect Costs – Year 2 (Other Indirect Costs*)

Item(s)	Number of Item(s)	Cost of Each Item	Other Indirect Costs Subtotals
			\$
			\$
			\$
			\$
			\$
Other Indirect Costs Total			\$

Labor Costs Total + Indirect Costs Total = _____ Total Amount – Year 2

Total Amount – Year 1 = _____

Total Amount – Year 2 = _____

Grand Total of Proposal = _____

NO GUARANTEE OF WORK UNDER THIS CONTRACT. In the event of computational error, unit prices will prevail over extended totals. DWR will check proposal calculations and recalculate proposal totals.

The Contractor's signature, in ink, affixed hereon and dated will constitute a certification under the penalty of perjury under the laws of the State of California that the Contractor's license number and expiration date are true and correct.

Company Name

Contractor's ANSI Accreditation Number

Contractor's Accreditation Expiration Date

Printed Name and Title of Proposing firm

Signature of Proposing firm

Date

ATTACHMENT II PROPOSAL/PROPOSING FIRM CERTIFICATION SHEET

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

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

1. Our all-inclusive proposal is submitted as detailed in Attachment I, Cost Proposal Worksheet.
2. All required attachments are included with this certification sheet.
3. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification. **An unsigned Proposal/Proposing firm Certification Sheet 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.	
9. Indicate applicable license and/or certification information:		
10. Proposing firm's Name (Print)		11. Title
12. Signature		13. Date
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSDS) as:		
a. California Small Business Yes ☐ No ☐ If yes, enter certification number:	c. Disabled Veteran Business Enterprise Yes ☐ No ☐ If yes, enter your service code below:	
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes". Date application was submitted to OSDS, if an application is		

Completion Instructions for Proposal/Proposing firm Certification Sheet

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

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

**ATTACHMENT III
PROPOSING FIRM REFERENCES**

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

REFERENCE 1

Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number ()		
Dates of Service			
Brief Description of Service Provided:			

REFERENCE 2

Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number ()		
Dates of Service			
Brief Description of Service Provided:			

REFERENCE 3

Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number ()		
Dates of Service			
Brief Description of Service Provided:			

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

ATTACHMENT IV DARFUR CONTRACTING ACT CERTIFICATION

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to proposal on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a proposal or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/proposing firm named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/proposing firm named below. This certification is made under the laws of the State of California.

<i>Company/Vendor 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>

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to proposal on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a proposal or proposal, complete the information below.

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

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Initials of Submitter</i>	
<i>Printed Name and Title of Person Initialing</i>	

State of California

DEPARTMENT OF WATER RESOURCES

California Natural Resources Agency

BID NO. _____

PAGE 1 of 7

EXHIBIT _____

**CALIFORNIA DVBE PROGRAM INCENTIVE INSTRUCTIONS
DWR 9666, ATTACHMENT V
(FOR NON-IT SERVICES)**

BIDDERS ARE ADVISED TO READ THE INFORMATION 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. State agencies and departments must include the opportunity for DVBE Incentive when failing to meet overall DVBE participation goals in two consecutive years. Those agencies and departments attaining DVBE overall participation goals at least two consecutive years may elect to exempt, or waive, the DVBE Incentive feature in their solicitations. In an effort to continuously promote and offer DVBE opportunity, DWR includes the incentive in all Department IFB and RFP solicitations whether exempt or not.

For the purpose of clarity, the term "bidder" is used herein as a reference to either a firm bidding on a DWR Invitation to Bid (IFB) or a firm responding to a DWR Request for Proposal (RFP).

INTRODUCTION

The Department of Water Resources has waived this solicitation from DVBE program requirements. As a condition of bid submission, bidders are not required to meet DVBE program requirements and are relieved from these requirements. The DVBE Incentive provides opportunity for a responsive and responsible bidder to receive additional incentive calculations when they do include DVBE participation. The incentive is applied at the time of bid evaluation when a bidder selects a California-certified DVBE subcontractor to provide services or commodities in support of the overall contract scope. Application of the DVBE Incentive may place the bidder in line for contract award. Resulting awards made are made at the bidder's original bid or proposal price.

DVBE Incentive Application:

- o The Incentive is applied during the evaluation process and is only applied to responsive bids from responsible bidders proposing the percentage(s) of DVBE participation for the incentive(s) specified in the solicitation.
- o For the purposes of this solicitation, DVBE Incentive participation is optional and at the discretion of the bidder.
- o When requesting the Incentive, bidder must complete the attached DWR 9666 Documentation of DVBE Program Requirements and Bidder Certification of DVBE Participation. These forms must be included with the bid submittal.
- o The DVBE Incentive is applied by factoring the Bidder's stated level of DVBE commitment by the lowest bidder's bid amount and subtracting the amount from the Bidder's total. Computation is for evaluation purposes only and does not alter the final bid price. (CCR 1896.100 (b))
- o Application of the Incentive cannot displace the low bid of a certified-small business with that of a non-small business.
- o Services or commodities provided by the DVBE firm must meet the definition of a "Commercially Useful Function" (CUF) as defined under Government Codes: 14837; 14838.6; 14839; 14842; 14842.5 and Military and Veterans Code 999 and 999.6. Failure of the DVBE subcontractor to meet CUF requirements will render the bidding firm ineligible for the DVBE Incentive application.

DVBE INCENTIVE

In accordance with Section 999.5(a) of Military and Veterans Code an incentive will be given to bidders who include DVBE participation in their bid response. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation identified on DWR Form 9666, page 6, California DVBE Program Requirements and page 7, Bidder Certification DVBE Participation is subsequently confirmed by the State.

The incentive amount applied is equal to the participation level identified by the bidder in the DWR 9666 Bidder Certification of DVBE Participation page 7 and will not be less than 1 percent and will not exceed 5 percent. Those firms identifying less than one percent will not be considered for the incentive application and firms proposing more than 5 percent shall have the incentive capped at 5 percent. 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:

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Confirmed DVBE Participation:

DVBE Participation Level	Incentive Applied
Less than 1.0	0%
1.0 up to 1.99%	1%
2.0 up to 2.99%	2%
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.

PROGRAM DEFINITIONS

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

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 989, 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

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DWR EXHIBIT E ADDITIONAL PROVISIONS – DVBE PROGRAM CLAUSES

Please review Exhibit E for additional provisions related to the DVBE program. Exhibit E defines 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. A synopsis of the clauses is provided below:

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

BUSINESS UTILIZATION PLAN (BUP)

A DVBE BUP is a company's commitment to expend a minimum of 3 percent 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. This plan must be on file and approved by the DGS Office of Small Business and DVBE Services (OSDS).

DVBE PROGRAM COMPLIANCE NOTIFICATION

Upon request, the department's Advocate will provide a pre-review of DVBE documentation for bidders to ensure they are compliant with DVBE program requirements. 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) 653-8476 or emailed to: hall@water.ca.gov

SUGGESTIONS FOR LOCATING DVBE FIRMS

Contact the Awarding Department

- 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:

- o 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.
- o 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
- o 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.

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ADVISEMENT: DVBE firms located on the SBA OCR 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.cd.dgs.ca.gov/smbus and select: DVBE Local Contacts.

WEBSITE RESOURCES AND INFORMATION

RESOURCE	FOR
U.S. Small Business Administration (SBA): https://www.bpp.gov/cer/default.aspx Access the Central Contractor Registration on-line database. Available only through internet contact.	Service-Disabled-owned businesses in California. Be sure to verify each DVBE's California Certification.
Local Organizations: Go to www.cd.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.cd.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: osdschslr@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 354 Sacramento, CA 95814 DWR SB/DVBE Website: http://www.water.ca.gov/sbse/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.

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DWR 9686 DVBE INCENTIVE INFORMATION AND DOCUMENTATION

In order to receive a DVBE Incentive application, bidders must complete and return DWR Forms 9686, Documentation of DVBE Program Requirements, page 6 and Bidder Certification of DVBE Participation page 7. Failure to do so will result in no Incentive being applied.

MINIMUM DVBE COMMITMENT LEVEL

Bidder DVBE commitment must be more than 1 percent. Incentive calculations will not be applied to commitments of less than 1 percent. Bidder selects either Option 1 – Bidder is a Certified DVBE, or Option 2 Non-DVBE Bidder. Failure to complete and submit the required forms as instructed will result in no application of the DVBE Incentive.

SELECTION OF DVBE COMMITMENT OPTION

OPTION 1 – BIDDER IS ITSELF A CERTIFIED DVBE

- Bidder commits to performing at least one (1) percent of the contract amount as a prime firm or in combination with other DVBE firms.
- Bidder must document DVBE participation level using the DWR 9686, – Documentation of DVBE Program Requirements.
- Bidder must submit DWR 9686, – Bidder Certification of DVBE Participation confirming DVBE commitment.
- Bidder must provide evidence of DVBE certification – obtained through the Office of Small Business and DVBE Services (OSDS).

OPTION 2 – BIDDER DVBE COMMITMENT

- Commit to a certified DVBE firm for at least 1 percent of the bid amount.
- Bidder must document DVBE participation level using the DWR 9686, – Documentation of DVBE Program Requirements.
- Bidder must submit written confirmation and acceptance from the identified DVBE subcontractor using DWR 9686, – Bidder Certification of DVBE Participation.
- Bidder must submit evidence of DVBE certification – obtained through the Office of Small Business and DVBE Services (OSDS).

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DWR 9666 DOCUMENTATION OF DVBE PROGRAM REQUIREMENTS

BIDDER IS ADVISED TO READ INSTRUCTIONS CAREFULLY.

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

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:** We are a certified DVBE firm bidding this solicitation as a prime firm and as such, my commitment is at least three percent.
- ☐ **OPTION 2:** We are not a certified DVBE firm. We have committed to meeting DVBE participation of at least 3 or more percent.
- ☐ **OPTION 3:** Attached is a copy of our firm's "DGS OSDS approved DVBE Business Utilization Plan" (BUP)

INSTRUCTIONS FOR DOCUMENTING DVBE PROGRAM REQUIREMENTS

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

DWR 9666 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" above, select the option appropriate for your firm's commitment and then complete the Bidder Certification of DVBE Participation.
 - a. If Option 1 is selected, complete the Bidder Certification, Sections 3 - 4. Include the 9666 Documentation of DVBE Program Requirements, the Bidder Certification of DVBE Participation and your DVBE certification with your bid response
 - b. For Option 2, see instructions below
 - c. If submitting a Business Utilization Plan, first contact the department's SB/DVBE Advocate at (916) 651-9705.

DWR 9666 BIDDER CERTIFICATION OF DVBE PARTICIPATION

Bidders requesting the DVBE Incentives are required to complete DWR 9666 - 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 your 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 requested information
 - Sign and date the form
 - Attach a current copy of their OSDS certification - available through OSDS eProcurement SB/DVBE Website
 - Return both forms to you via email or fax.

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.

BIDDER DECLARATION GSPD-05-105

All bidders responding to this solicitation must complete the Bidder Declaration GSPD-05-105 and include it with their bid response. When completing the declaration, bidders responding to the solicitation must identify all SB and/or DVBE subcontractors proposed for participation in the contract. Bidders awarded a contract are contractually obligated to use the SB or DVBE subcontractor for the work identified unless the State agrees to a substitution. The Department must be notified in writing that a substitution is requested and any substitution of a Small Business or DVBE firm must be approved by the State.

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DWR 9666 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 _____ percent to the DVBE Firm listed below. (if multiple DVBE firms are used, total must be 3% overall)
- ☐ 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

ATTACHMENT VI

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 5/2005)

Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

SECTION 1

Name of certified DVBE: _____ DVBE Ref. Number: _____

Description (materials/supplies/services/equipment proposed): _____

Solicitation/Contract Number: _____ SCDPS Ref. Number: _____

(FOR STATE USE ONLY)

SECTION 2

APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.

- ☐ I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.
- ☐ Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). *(Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)*

All DV owners and managers of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

_____ (Printed Name of DV Owner/Manager)	_____ (Signature of DV Owner/Manager)	_____ (Date Signed)
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_____ (Printed Name of DV Owner/Manager)	_____ (Signature of DV Owner/Manager)	_____ (Date Signed)
---	--	------------------------

Firm/Principal for whom the DVBE is acting as a broker or agent: _____
(If more than one firm, list on extra sheets.) (Print or Type Name)

Firm/Principal Phone: _____ Address: _____

SECTION 3

APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.

- ☐ Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.
- ☐ The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2, subsections (c) and (g)*. *Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.*

Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

_____ (Printed Name)	_____ (Signature)	_____ (Date Signed)
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_____ (Address of Owner)	_____ (Telephone)	_____ (Tax Identification Number of Owner)
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Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

_____ (Printed Name of DV Manager)	_____ (Signature of DV Manager)	_____ (Date Signed)
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State of California—Department of General Services, Procurement Division
GSPD-05-105 (REV/ 08/09)

Solicitation Number _____

BIDDER DECLARATION

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

- a. Identify current California certification(s) (MB, SB, NVSA, DVBE): _____ or None ☐ (If "None," go to Item #2)
- b. Will subcontractors be used for this contract? Yes ☐ No ☐ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

c. If you are a California certified DVBE: (1) Are you a broker or agent? Yes ☐ No ☐

(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes ☐ No ☐ N/A ☐

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

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
				0%	☐	☐
				0%	☐	☐
				0%	☐	☐

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

BIDDER DECLARATION Instructions

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

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

- Microbusiness (MB)
- Small Business (SB)
- Nonprofit Veteran Service Agency (NWSA)
- Disabled Veteran Business Enterprise (DVB-E)

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

Bidders certified as MB, SB, NWSA, and/or DVB-E must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVB-Es and Government Code Section 14637(d)(4)(A) for small microbusinesses.

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

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

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

(1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No." The Military and Veterans Code Section 999, 2 (b) defines "broker" or "agent" as a certified DVB-E, contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

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

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

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

2. (continued) Column Labels

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

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

CA Certification (MB, SB, NWSA, DVB-E or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.pcds.ca.gov).

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

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

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

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

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

- Enter "N/A" if the:
 - Subcontractor is NOT a DVB-E (regardless of whether or not rental equipment is provided by the subcontractor) or
 - Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVB-E)

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

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

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

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 05/03)

AGREEMENT NUMBER 460000####
REGISTRATION NUMBER [REDACTED]

- This Agreement is entered into between the State Agency and the Contractor named below:
STATE AGENCY'S NAME
Department of Water Resources
CONTRACTOR'S NAME
TBD
- The term of this Agreement is: TBD through TBD
- The maximum amount of this Agreement is: \$ TBD
- The parties agree to comply with the terms and conditions of the following exhibits which are in reference made a part of the Agreement.

Exhibit A - Scope of Work	Exhibit B - Budget	Exhibit C - Payment	Exhibit D - General Conditions	Exhibit E - Additional Provisions	Attachment 1 - Travel and Per Diem Expenses (DWR 9580, Rev. 01/09)
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1 page
2 pages

Items shown with an asterisk (*) are hereby incorporated by this reference and made part of the agreement as attached hereto. These documents can be viewed at www.dgs.ca.gov/contracts

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.) TBD BY (Authorized Signature) [Signature] DATE SIGNED (dd-mm-yyyy) [REDACTED] PRINTED NAME AND TITLE OF PERSON SIGNING TBD ADDRESS TBD		California Department of General Services Use Only
STATE OF CALIFORNIA AGENCY NAME Department of Water Resources BY (Authorized Signature) [Signature] DATE SIGNED (dd-mm-yyyy) [REDACTED] PRINTED NAME AND TITLE OF PERSON SIGNING TBD ADDRESS TBD		

EXHIBIT A SCOPE OF WORK

1. Contractor agrees to provide to Department of Water Resources (DWR), Greenhouse Gas Verification Services as described herein.
2. The project representatives during the term of this agreement will be:

Department of Water Resources

Name: Holly B. Cronin

Phone: (916) 574-0351

Fax: (916) 574-0660

Email: hcronin@water.ca.gov

(Name of Contractor)

Name:

Phone:

Fax:

Email:

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

4. Statement of Purpose

For reporting year 2010 and each year thereafter, the California Department of Water Resources (DWR), a first year participant in The Climate Registry (Registry), will report its annual greenhouse gas emissions (GHG) inventory to the Registry. Annual third-party verification of reported GHG emissions data is an important component of The Registry's voluntary reporting program. DWR seeks to utilize the services of a Registry-approved verifier to complete the verification of the reported inventory consistent with the applicable Registry Verification Protocols.

5. Contractor's Tasks and Responsibilities

The contractor shall perform the following tasks:

The Verification Body must follow the guidance in the General Verification Protocol (Version 2.0) to evaluate DWR's Annual GHG Emission Report. The Verification Body must prepare a detailed summary (e.g. Draft Verification Report) of the verification activities and misstatements (both material and immaterial) and review it with DWR;

Submit to DWR information necessary to comply with the Conflict of Interest requirements as outlined in the Registry's Conflict of Interest Policy & Procedures, May 2008 General Verification Protocol;

Conduct on-site visits to DWR's facilities located throughout California as necessary, and sufficient off-site analysis as described below:

a. Evaluate whether DWR has a GHG emissions reporting program consistent with the Registry's General Reporting Protocol (GRP)

b. Evaluate the reasonableness of the data DWR has submitted to the Registry for calendar year 2010 against the Registry's GRP, and the Electric Power Sector Protocol

Prepare and submit to DWR a verification report and verification opinion which contains the evaluations performed from the tasks enumerated above.

Discuss with DWR staff by phone and/or in person the draft and final verification report and opinion.

Complete the verification form in the Registry's Climate Registry Information System (CRIS).

Work on these tasks should begin no later than September 15th, 2011 and be completed no later than December 31st, 2011.

6. Timeline and Deliverables

Specifically, the contractor will execute tasks above according to the following schedule:

If The Registry determines that the risk of a COI between the Verification Body and the Member is low, the Verification Body may finalize its contract with DWR, and proceed with developing its sampling plan. The COI must be completed as part of the answer to this RFO.

The Verification Body must submit a Notification of Planned Facility Visits form to The Registry at least 15 calendar days before the scheduled visits, so that The Registry and the Accreditation Body have the opportunity to accompany the Verification Body. DWR requires at least 30 calendar days notice before site visits are scheduled.

By November 14, 2011, before the Verification Deadline (December 15th, 2011), the Verification Body must present its detailed Draft Verification Report to DWR, identifying verification activities and material and immaterial misstatements.

By November 21, 2011, DWR will review the Draft, correct all misstatements possible, and discuss any issues and/or requested changes to the document with the Verification Body

By December 5, 2011, the Verification Body must prepare all reports in the formats required by TCR General Verification Protocol Version 2.0. The Verification Body must present draft and finalized documents and any relevant supporting data calculations to DWR, for review and archival recordkeeping.

By December 9, 2011, DWR will respond by requesting or discussing any further changes or edits, or return the signed Verification Statement to the Verification Body.

The Verification Body must upload the fully-executed Verification Statement as an Adobe formatted (pdf) file, and submit the verification in CRIS by December 15th, 2011.

EXHIBIT A - ATTACHMENT 1

DWR 2010 EMISSIONS ACTIVITIES OVERVIEW

Background

For reporting year 2010 and each year thereafter, the California Department of Water Resources (DWR), a first year participant in The Climate Registry (Registry), will report its annual greenhouse gas emissions (GHG) inventory to the Registry. DWR seeks to utilize the services of a Registry-approved verifier to complete the verification of the reported inventory consistent with the Registry Verification Protocols.

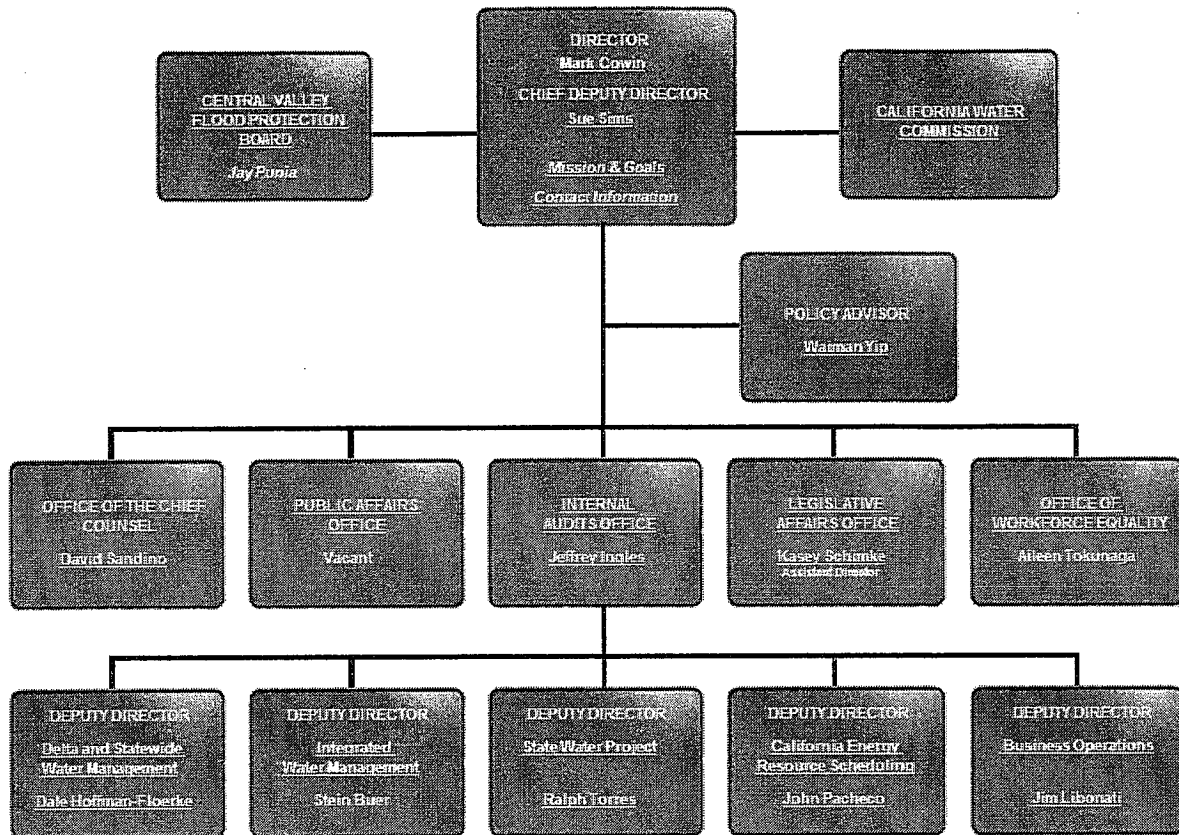
DWR Site and GHG Emissions Inventory Description

Functional Organization

DWR is placed organizationally within the California Natural Resources Agency. The objective of the Agency is to improve and protect programs for conservation and prudent use of California's resources. DWR is responsible for monitoring, conserving, and developing California's Water Resources, as well as providing for public safety and prevention of property damage related to water resources. The Department's mission is to manage the water resources of California in cooperation with other agencies, to benefit the State's people, and protect, restore, and enhance the natural and human environments.

DWR is responsible for promoting California's general welfare by ensuring beneficial water use and development statewide, to meet the needs of the State's growing population (projected to reach 53 million by 2030), quantifying water demands and supplies, and identifying strategies to diversify the regional portfolio assets. DWR's other planning functions include those related to urban and agricultural water use, fish and wildlife, recreation, groundwater, agricultural drainage, and water quality. It also investigates and identifies water management strategies, such as conservation, water recycling, water transfers, conjunctive management, and structural measures. DWR represents California on interstate water policy issues concerning the Klamath, Truckee, Carson, and Walker Rivers; helps develop interstate water policy on the Colorado River and is the State administrator of interstate water-related compacts.

DWR Organizational Chart



As of January 1, 2011

The State Water Resources Development System

The State Water Resources Development System includes the State Water Project (SWP), the Davis-Grunsky Act Program and the San Joaquin Drainage Implementation Program. The SWP encompasses a complex of dams, reservoirs, pumping plants, power plants, aqueducts and pipelines owned and operated by the State of California. The SWP was developed in order to deliver water to areas of need throughout the State for domestic, industrial and agricultural purposes, as well as to provide flood control, recreation, fish and wildlife enhancement, hydroelectric power and other benefits. The System has also provided for the financing, construction and operation of a variety of power projects including hydroelectric, geothermal and coal-fired electric generating facilities and facilities to transmit electric energy.

DWR is responsible for the planning, construction and operation of the SWP. The construction program commenced in 1957 and approximately 700 miles of the System has been completed. The System currently owns eight power plants with a total nameplate capacity of 1,843 Megawatt hours (MWh) and with total annual generation of approximately 3,100 to 7,500 Gigawatt hours (GWh). The System owns 23 pumping plants with a total load, when operational, of approximately 2,000 MWh and total annual consumption of 5,300 to 10,000 GWh. The Project spans more than 600 miles from Lake Oroville in Northern California to Pyramid, Castaic, Silverwood, and Perris reservoirs in Southern California.

Portions of the SWP system consist of facilities developed and used jointly with the federal Central Valley Project (CVP) operated by the U.S. Bureau of Reclamation. Both projects have primary sources of water north of the Sacramento-San Joaquin Delta (Delta), transport water across the Delta, and draw water from its southern edge. The CVP and SWP provide water for irrigation in the Central Valley, urban water supply, water quality, flood control, power, recreation, and fish and wildlife enhancement. Costs for the jointly developed facilities are shared approximately 55 percent State and 45 percent Federal. Since 1986, the SWP and the CVP have coordinated operations, including releases from upstream reservoirs and pumping from the Delta, resulting in optimal operational efficiency of both projects. Each project receives an equitable share of available surplus water, and shares responsibilities for meeting Delta water quality standards.

The SWP delivers 2.4 to 3.3 million acre-feet of water per year to the 29 water agencies who are repaying the cost, plus interest, of financing, constructing, operating, and maintaining the SWP storage and conveyance facilities. The SWP supplies water for municipal, industrial, agricultural, and recreational uses and for protecting and enhancing fish and wildlife. In 2010, the System generated \$853.2 million in water supply revenue. DWR entered into long-term Water Supply Contracts with 29 customers, known as the "Contractors," in order to recover substantially all System costs. Through Water Supply Contracts presently in effect, the Contractors have maximum annual entitlements totaling 4,172,786 acre-feet of water from the SWP. Operating revenues for fiscal 2010 were \$1.04 billion.

California Bay-Delta Authority and California Bay-Delta Program

DWR collaborates and coordinates with the California Bay-Delta Authority and California Bay-Delta Program (CALFED) agencies to achieve and maintain a healthy ecosystem in the Bay-Delta Estuary. Responsibilities include controlling salinity, providing water for use in the Delta, planning long-term solutions for environmental and water use problems, and administering Delta levee maintenance reimbursements and special flood control projects.

Public Health - Safety of Dams; Flood Protection; and Technical and Financial Assistance to Local Agencies

DWR protects public health, life, and property by regulating the safety of dams, providing flood protection, and responding to emergencies. DWR meets these responsibilities in part by:

- Supervising design, construction, enlargement, alteration, removal, operation, and maintenance of more than 1,200 jurisdictional dams;
- Encouraging preventive floodplain management practices and regulating activities along Central Valley floodways;
- Maintaining and operating specified Central Valley flood control facilities;
- Cooperating in flood control planning and facility development;
- Maintaining the State-Federal Flood Operations Center and the Eureka Flood Center to provide flood advisory information to other agencies and the public; and
- Cooperating and coordinating in flood emergency activities and other emergencies.

DWR provides technical and financial assistance to local agencies; cooperates with local agencies, groups, and individuals on water resources investigations; supports watershed and river restoration programs; encourages water conservation, explores conjunctive use of groundwater and surface water, provides planning and advice on water recycling and desalination programs, administers local assistance grant and loan programs, facilitates voluntary water transfers and, when needed, operates a State drought water bank. Educating the public on the importance of water, its efficient use, and its dangers, as well as collecting, analyzing, and distributing water-related information to the general public and to the

scientific, technical, educational, and water management communities are important DWR responsibilities. DWR State Operations and Local Assistance budget amounts to about two billion dollars.

California Energy Resources Scheduling

During the 2001 energy crisis, the Governor and the Legislature gave DWR the statutory authority to purchase and schedule all electricity used by the three nearly bankrupt major power utilities in the State. DWR used its authority to enter into long-term contracts with power producers to stabilize the volatile wholesale energy market and to provide the revenue certainty needed by suppliers to secure financing for construction of necessary new power plants. DWR manages these long-term contracts, including renegotiating their terms and conditions when possible. The costs of the Department's purchases to meet the net short requirements of retail end use customers in the three California investor-owned utilities' (IOUs) service territories include the costs of administering the long-term contracts. The costs are recovered by the IOUs on behalf of the Department; in 2010 the revenue requirement equaled \$3 billion.

Emissions Activities

DWR's greenhouse gas emissions activities are reported using The Climate Registry (TCR) General Reporting Protocol (Version 1.1), and Electric Power Sector Protocol (Version 1.0) measurement standards. DWR's 2010 GHG inventory accounts for all six internationally recognized greenhouse gases under the Kyoto Protocol: carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), hydrofluorocarbons (HFCs), and sulfur hexafluoride (SF₆).

Geographic Boundaries: DWR will report all emissions activities it conducts within the United States – specifically, DWR emissions are the result of activities in California and Nevada. While DWR is located and operates entirely within the state of California, under the Reid Gardner Unit 4 Participation Agreement, DWR has rights to 67.8 percent of Unit 4 (RG4), one of four coal fired generation units at the Reid Gardner power plant in Moapa, Nevada. DWR will report its North American GHG emissions to the Registry.

Organizational Boundaries: DWR is reporting to TCR on an operational control basis, and will also report using equity share where applicable.

Operational Boundaries: DWR will report by operational criteria of management control. DWR is reporting all Scope 1 and Scope 2 emissions activities, as well as Scope 3 emissions where applicable. DWR's inventory includes direct (i.e., mobile and stationary) and indirect (i.e., metered and estimated electricity consumption at facilities) emissions activity for all facilities and operations under DWR management control in California, and financial control in Nevada.

Facility Boundaries: DWR will report emissions activities by facility to the greatest extent feasible. Consistent with the TCR definition of facility, ("any stationary installation or establishment located on a single site or contiguous or adjacent sites that are owned and operated by the entity"), DWR will:

- Aggregate its fleet mobile sources, but report emissions activities to the division and office levels where relevant.

- Aggregate commercial office buildings and storage facilities according to type and geographic location;

- DWR hydroelectric plants are not aggregated, and will be reported separately for each building.

DWR's operations include the following sources:

Scope 1 Emissions Activities result from:

Onsite fuel combustion from stationary sources (i.e., diesel and liquid propane combustion in standby emergency generators, boilers, gas heating, laboratory gases, and plant maintenance equipment, and natural gas heating systems;

Mobile emissions sources from DWR owned and DGS leased vehicles, (i.e., gasoline, diesel, compressed and liquid natural gas combustion in passenger cars, light and heavy duty trucks, passenger and cargo vans, sports utility vehicles, boats, railway car, construction and agricultural equipment, and other non-highway utility equipment

Fugitive emissions from refrigeration equipment, cooling systems, and SWP transmission yard circuit breakers

Scope 2 Emissions Activities in 2010 result from:

Retail service electricity providers for DWR owned and leased facilities conditioned space in 2010 included: City of Riverside, Pacific Gas & Electric, Pacific Power, Plumas-Sierra Rural Electric Cooperative, Southern California Edison, Southern California Gas Company, Sacramento Municipal Utility District, Surprise Valley Electrification Corporation, Turlock Irrigation District, and Trinity Public Utility District.

Emissions activity DWR owned and leased facilities that are not metered by a separate utility or reported by the lessor(s) is estimated according to building and facility square footage.

The SWP is one of the largest consumers and suppliers of electric power in the western United States. Since the commencement of the major facilities of the SWP in the 1960s, the System has been an active participant in the power markets of California and the western United States. Each hour the SWP must enter the power market to facilitate the operation of the California aqueduct. Operations continue 24 hours a day, seven days a week, with constant coordination with other utilities, water contractors, the California Independent System Operator, and State Water Project pumping and generating plants. The electric power needed to operate the SWP comes from its own and jointly developed hydroelectric facilities, long-term and short-term purchase and exchange agreements, and a 30 year agreement with the Nevada Power Company.

As the third largest generator of hydropower in California, the SWP generates and average five billion kilowatt-hours (kWh) of hydroelectric energy each year. SWP hydroelectric pumping facilities represent 2,600 megawatt (MW) of capacity.

The State Water Project transacted with the following counterparties to meet its hydroelectric pumpload demand in 2010 include: Shell Energy, Sempra Energy, Metropolitan Water District, Morgan Stanley Capital Group, Macquarie Cook, Los Angeles Department Water & Power, Kings River Conservation District, Constellation Power Source, City & County of San Francisco, Citigroup, Cargill Power Marketing, and British Petroleum Energy Company.

In 1979, DWR acquired a 30 year partial ownership interest in one of four coal fired generation units at the Reid Gardner power plant in Moapa, Nevada. Nevada Power Company (NPC) owns the

remaining share of the plant. Under the Reid Gardner Unit 4 Participation Agreement, DWR has rights to 67.8 percent of Reid Gardner Unit 4 (RG4). DWR imports up to 235 MW from Unit 4, which is 90.4 percent of the unit's capacity. NPC retains rights to interrupt RG4 energy deliveries to California. This contract expires in July 2013. DWR's interchange schedules and financial settlements process documents energy imported from RG4.

Scope 3 Emissions arise from: DWR Employee Business Travel (In-state and Out-of-state vehicular and air travel).

Reporting Experience

DWR's previous GHG emission inventories have been reported to Climate Action Reserve annually since 2007. Each report (for years 2007, 2008, and 2009) has been successfully verified by the Eastern Research Group, Inc. (ERG).

Number and Locations of Facilities and Operations

The Department is organized into 17 separate divisions and offices. There are over 550 facilities across the state associated with DWR's Division of Operation and Maintenance (380 facilities), Division of Flood Management (20), Division of Design and Construction (25), and Division of Integrated Regional Water Management (6). Currently, DWR has 3,400 employees.

There are at least 82 DWR offices/facilities with greenhouse gas emissions activity, excluding SWP pumping and generation plants. The sites are located throughout California.

The SWP utility includes 33 storage facilities, 23 pumping plants, four generating plants, eight power plants, fish protection facilities and aqueducts, canals and pipelines.

Greenhouse Gases Reported

DWR will report to the Registry all six Kyoto gases: Carbon dioxide (CO₂), Methane (CH₄), Nitrous oxide (N₂O), Hydrofluorocarbons (HFCs), Perfluorocarbons (PFCs), and Sulphur hexafluoride (SF₆) beginning with the 2010 reporting year. DWR's total CO₂e emissions are approximately 2.16 million metric tonnes for the year 2010.

Sources of Direct CO₂ Emissions (Summary Data is representative only and subject to change):
DWR Bulk Fuel Purchases in 2010 - Internal SAP Inventory Records
Tier B/C for CO₂ and Tier A/B for N₂O and CH₄

DWR Source Location	Class	Fuel	Gallons	kg CO ₂ e
SWP Southern Field Division	Mobile	Diesel	28,642	406,000
Sacramento Maintenance Yard/Bryte Lab	Mobile	Gasoline	16,342	317,160
Flood Management Sutter Maintenance Yard	Mobile	Diesel	56,892	618,500
Flood Management Sutter Maintenance Yard	Mobile	Gasoline	39,186	401,789
Flood Management Sutter Maintenance Yard	Stationary	Propane	2,963	17,383
SWP Delta Field Division	Mobile	Diesel	15,990	507,500
SWP Delta Field Division	Mobile	Gasoline	76,410	881,000
SWP Delta Field Division	Stationary	Propane	4,418	30,029
SWP Oroville Field Division	Mobile	Diesel	14,957	253,750
SWP Oroville Field Division	Mobile	Gasoline	72,453	638,311
Sacramento Maintenance Yard/Bryte Lab	Mobile	Diesel	30,504	395,850
SWP Oroville Field Division	Stationary	Propane	146	839
SWP San Luis Field Division	Stationary	Propane	970	9,500
SWP Southern Field Division	Mobile	Gasoline	54,982	704,800
SWP Southern Field Division	Stationary	Butane	0	67
SWP Southern Field Division	Stationary	Kerosene	220	39
SWP Southern Field Division	Stationary	Propane	805,450	42,395
SWP San Joaquin Field Division	Mobile	Diesel	43,638	570,735
SWP San Joaquin Field Division	Mobile	Gasoline	123,641	1,158,515
SWP San Joaquin Field Division	Stationary	Butane	0	80
SWP San Joaquin Field Division	Stationary	Propane	8	413
SWP San Luis Field Division	Mobile	Diesel	18,016	609,000
SWP San Luis Field Division	Mobile	Gasoline	101,472	1,321,500
SWP Oroville Field Division	Stationary	Kerosene	110	20
Total 2010 Bulk Fuel Consumption			1,507,412	8,885,174

DWR Gas Heating for Facilities in 2010 by Retail Service Providers' Utility Bills
Stationary Combustion (Commercial Heating and Furnaces)
Tier C CO₂, N₂O and CH₄ (Default Factor by Sector and Fuel Type)

Utility / Lessor	Fuel Source	Unit of Measure (Therms)	kg CO ₂ e
DGS Leases	Petroleum (Gaseous)	5,104	27,562
Pacific Gas & Electric	Petroleum (Gaseous)	63,822	344,636
Southern California Gas Co.	Petroleum (Gaseous)	35,894	193,826
Total 2010 Facility Natural Gas Consumption		104,820	566,024

DWR California Fleet Fuel Purchases in 2010 by Vehicle Type - Voyager Fuel System Invoices
Tier B/C (for CO₂) and A/B (for N₂O and CH₄)

Vehicle Type	Fuel Source	Gallons	kg CO ₂ e
All-Terrain Cycle	Compressed Natural Gas	20	1
All-Terrain Cycle	Diesel	3	25
All-Terrain Cycle	Gasoline	10	85
All-Terrain Vehicle	Gasoline	448	3,948
Boat	Diesel	4,195	42,583
Boat	Gasoline	4,565	40,215
Chipper	Diesel	30	302
Compactor	Gasoline	21	184
Concrete Mixer	Gasoline	76	672
Crane	Diesel	28	283
Excavator	Diesel	171	1,739
Extended Cab	Diesel	2,022	20,528
Extended Cab	Gasoline	6,252	55,083
Grader	Diesel	285	2,891
Loader	Diesel	532	5,402
Mower	Diesel	66	671
Outboard	Gasoline	296	2,606
Passenger	CNG	42	2
Passenger	Gasoline	15,550	136,999
Pickup	CNG	503	27
Pickup	Diesel	3,528	35,813
Pickup	Ethanol	43	261
Pickup	Gasoline	197,491	1,739,886
Station Wagon	Gasoline	623	5,489
Sweeper	Diesel	300	3,044
Sweeper	Gasoline	56	494
Tractor	Diesel	3,493	35,457
Tractor	Gasoline	34	298
Truck	Diesel	16,686	169,362
Truck	Gasoline	55,904	492,515
Truck	LNG	113	504
Unspecified Vehicles	CNG	79	4
Unspecified Vehicles	Diesel	7,944	80,629
Unspecified Vehicles	Gasoline	8,247	72,656
Utility Vehicle	CNG	110	6
Utility Vehicle	Ethanol	106	639
Utility Vehicle	Gasoline	30,729	270,721
Van	CNG	58	3
Van	Diesel	210	2,129
Van	Gasoline	15,421	135,857
Welder	Gasoline	11	93
Welder, Generator	Gasoline	4	31
2010 Fleet Activity		376,304.19	3,360,137.96

Sources of Indirect CO2 Emissions (Data is representative only and subject to change):

DWR SWP Generation Resources - DWR Financial Settlements Invoices
Tier A – Generator Specific CO₂e Emission Factor – US EPA CAMD for Reid Gardner Unit No. 4
Tier B – Known Electricity Use (eGRID Power Pool-Specific Factor (CAMX))

SWP Power Portfolio Transactions	Purchases (MWh)	kg CO₂e
BP Energy Company	493,975	196,896,747
Cargill Power Marketing	20,000	7,971,932
Citigroup	373,625	148,925,649
City & County of San Francisco	204,067	81,340,409
Constellation Power Source	8,200	3,268,492
Kings River Conservation District (Pine Flat – Large Hydro)	513,820	-
Los Angeles Department Water & Power (Castaic – Large Hydro)	453,508	-
Morgan Stanley Capital Group	1,658,500	661,072,434
Metropolitan Water District (Small Hydro)	122,191	-
Sempra Energy	540,900	215,600,892
Shell Energy	96,200	38,344,991
Nevada Power Company (Reid Gardner Unit 4 Imports)	819,086	782,909,347
Total 2010 SWP Power Portfolio Resources	5,304,072	2,136,330,893

DWR Retail Electricity Consumption
Tier B – Known Electricity Use; Tier C Estimated Electricity Use

Utility / Lessor	Fuel Source	kWh	kg CO ₂ e
DGS Leases	Electricity	5,624,653	2,250,683
DWR Microwave	Electricity	951,719	380,827
Non-Metered Facilities	Electricity	4,774,780	1,910,610
Pacific Gas & Electric	Electricity	9,619,013	3,849,010
Pacific Power	Electricity	2,970	1,188
Plumas Sierra Electric Cooperative	Electricity	55,021	22,016
Riverside Utility District	Electricity	10,483	4,195
SMUD	Electricity	98,426	39,385
Southern California Edison	Electricity	261,609	104,682
Surprise Valley Electric Corporation	Electricity	43	17
Turlock Irrigation District	Electricity	1,355	542
Total 2010 Facility Electricity Consumption		21,400,072	8,563,155

SWP SF6 Direct Fugitive Emissions from Transmission Equipment (Circuit Breakers)
Tier A – Mass Balance Approach

SWP Sulfur Hexafluoride Fugitive Emissions in 2010						
SWP Field Division	No. Cylinders	2009 (pounds)	2010 (pounds)	Acquired (pounds)	Emitted (kilograms)	CO ₂ e (tonnes)
Oroville	3	652.00	614.10	0.00	17.19	410.87
Delta	3	519.50	519.50	0.00	0.00	0.00
San Luis	3	856.50	856.50	0.00	0.00	0.00
San Joaquin	22	3,973.50	1,320.50	1,026.00	0.00	0.00
Southern	14	2,867.50	2,862.25	0.00	2.38	56.91
Total	45	8,869.00	6,172.85	1,026.00	19.57	467.78

SWP Direct Fugitive Emissions from Refrigeration and Cooling Systems

DWR direct fugitive emissions from refrigeration and air conditioning equipment are being analyzed presently via the Screening Method and will be available prior to June 30, 2011.

Emissions Activity Summary

Emissions Source	Unit	Volume/Weight	kg CO2e	% of Inventory
Direct - Bulk Fuel	Gallons	1,507,411.56	8,885,173.62	0.41%
Direct - Mobile - Fleet	Gallons	376,304.19	3,360,137.96	0.16%
Indirect - SWP Resource Acquisitions	kWh	5,304,072,000.00	2,136,330,893.13	98.99%
Indirect - Facility Electricity	kWh	21,400,071.97	8,563,155.21	0.40%
Direct - Facility Natural Gas	Therms	104,820.20	566,024.13	0.03%
Direct - Fugitive Emissions	Pounds	43.15	467,783.56	0.02%
Total Estimated Emissions			2,158,173,167.60	100.00%

Calculation methodologies

DWR is uploading its data to CRIS using the pilot application GHG Sync. Data is mapped to an XML template and submitted to CRIS using a web interface. All emissions are calculated by CRIS. All emissions have been accounted for by applying standard methodologies/emissions factors covered in the Registry protocols, with the exception of DWR HFC and PFC emissions from refrigeration and air conditioning systems. HFC and PFC emissions are estimated with simplified methods, since the emissions most likely represent less than 5 percent of the total entity wide emissions.

EXHIBIT A – ATTACHMENT 2
STATE WATER PROJECT MAP

CALIFORNIA STATE WATER PROJECT

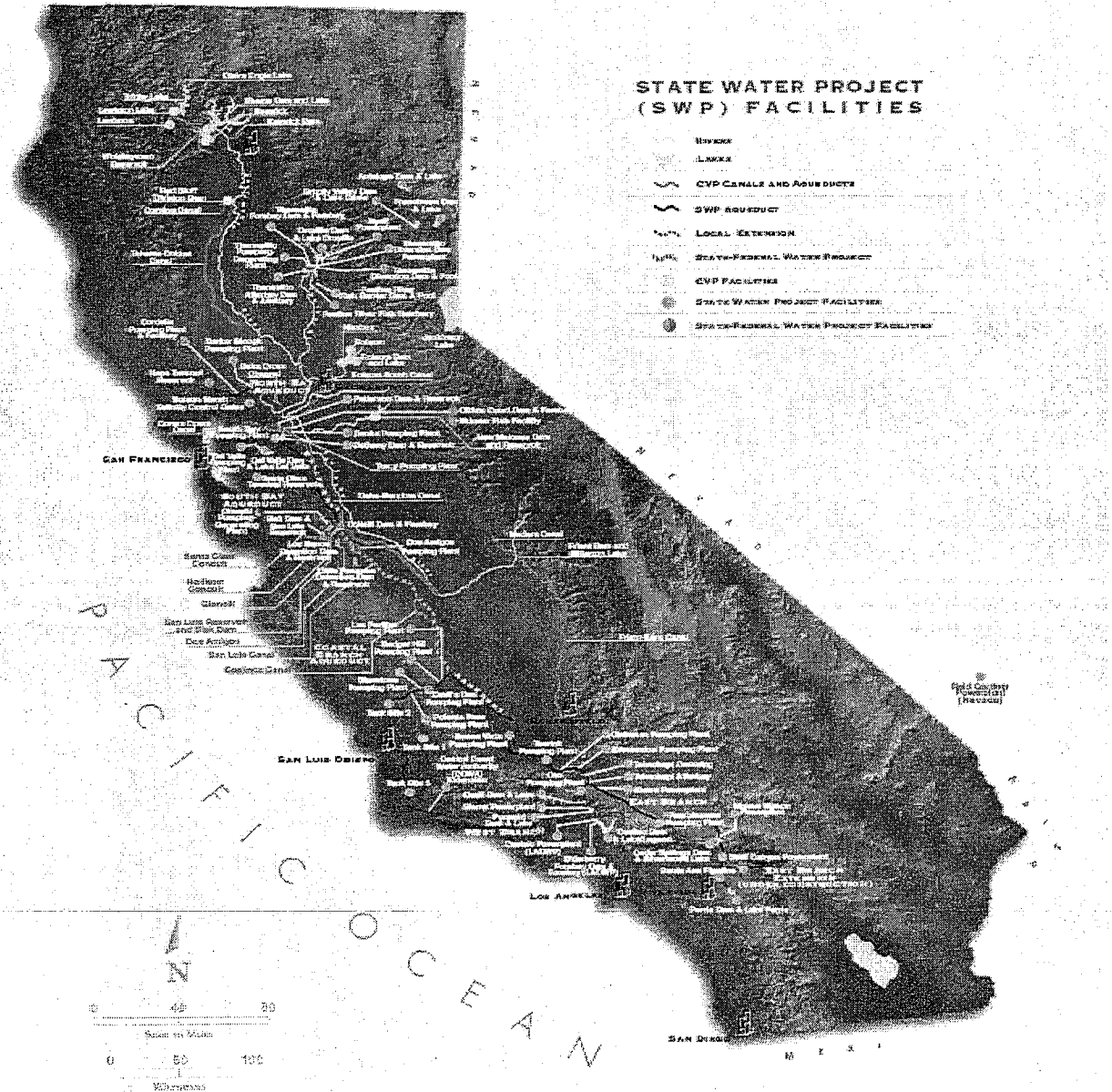


EXHIBIT B

**BUDGET DETAIL AND PAYMENT PROVISIONS
PRIVATE ENTITIES**

A. INVOICING AND PAYMENT

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

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

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

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

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

B. BUDGET CONTINGENCY CLAUSE

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

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

C. PROMPT PAYMENT CLAUSE

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

EXHIBIT C

GENERAL TERMS AND CONDITIONS

This is a placeholder page.

Under the State of California's standardized contract process, a hardcopy of Exhibit C is not included in the standard agreement package or in this solicitation document. As indicated on the Std. 213, a copy of Exhibit C can be found at the internet site: <http://www.documents.dgs.ca.gov/ols/GTC-610.doc>.

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

Joanne E. Arcilla at (916) 653-3331 or email jarcilla@water.ca.gov

State of California

DEPARTMENT OF WATER RESOURCES

California Natural Resources Agency

Contract # [REDACTED]
Exhibit D
Page 1 of 3

**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.

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

Contract# [REDACTED]
Exhibit D
Page 3 of 3

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

b. Penalty for Violation:

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

c. Members of Boards and Commissions:

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

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).

EXHIBIT D, ATTACHMENT 1

State of California

DEPARTMENT OF WATER RESOURCES

California Natural Resources Agency

Contract# [REDACTED]
Exhibit [REDACTED], Attachment [REDACTED]
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: [REDACTED]

PERSON COMPLETING FORM: [REDACTED]

DATE: [REDACTED]

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

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

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

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

NAME OF PERSON COMPLETING FORM [REDACTED]	TITLE [REDACTED]	AGENCY/COMPANY [REDACTED]
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→
SIGNATURE OF PERSON COMPLETING FORM _____ DATE _____

Contract# 
 Exhibit  Attachment 
 Page 2 of 2

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

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

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

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

For additional information visit www.ciwm.bcs.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 Sections 12200-12217, et seq. and 12153-12156, et seq. of the Public Contract Code.
Paint – Recycled	50 percent postconsumer paint (exceptions when 50 percent postconsumer content is not available or is restricted by a local air quality management district, then 10 percent postconsumer content may be substituted)
Antifreeze – Recycled	70 percent postconsumer material
Retreaded 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. **REIMBURSEMENT CLAUSE**

If applicable, travel and per diem expenses to be reimbursed under this contract shall be at the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations. Travel and Per Diem Expenses, DWR 9580, has been attached and labeled as Exhibit E, Attachment 1. The Contractor's designated headquarters for the purpose of computing such expenses shall be: (to be determined).

3. **INSURANCE REQUIREMENTS:** The contractor shall furnish to the State evidence of the following required insurance:

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

Department of Water Resources, State of California, its officers, agents, employees and servants are included as additional insureds, but only with respect to work performed under this contract.

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

In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor's insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.

- ii. **Automobile Liability** – Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.

The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

- iii. **Workers Compensation and Employers Liability** – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the workers' compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided.

- iv. **Errors and Omissions/Professional Liability** - Contractors shall maintain errors and omissions /professional liability insurance with limits no less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate. The retro date shall be shown on the

certificate of insurance and shall be no later than the date of this contract or the date work under this contract begins.

Subsequent renewals of the insurance certificate shall be sent to Holly Cronin at The Department of Water Resources, 3310 El Camino, Suite LL40, Sacramento, California 95821. This name and address shall appear on the certificate as the certificate holder.

4. PERMITS AND LICENSES

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

5. OPTION TO RENEW

The Department reserves the right to renew this Agreement for one additional year under the same terms and conditions.

6. PROTECTION OF CONFIDENTIAL AND SENSITIVE INFORMATION: This shall apply to all Contractors whose terms with the Department require or permit access to Confidential or Sensitive Information in conducting business with the Department or performing duties under a Contract with the Department. Contractor shall impose all the requirements of this provision on all of its officers, employees, and Affiliates with access to Confidential and/or Sensitive Information in accordance with Attachment 2. Also a Nondisclosure Certificate, Attachment 3, must be signed by all personnel with access to Confidential and Sensitive Information and submitted to the Department prior to being allowed such access.

7. 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). The Contractor shall be responsible for continued program compliance and reporting.

8. CONTRACT AUDITS RELATED TO DVBE PROGRAM REQUIREMENTS

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

9. DVBE SUBCONTRACTOR ACTIVITY REPORTS – DWR 9553

The Contractor is required to furnish the Department with reports of DVBE subcontractor activity using the DWR 9553. Reports are to be made at 90-day intervals and must identify the DVBE subcontractor, the services performed or commodities used and the total paid to the subcontractor during the quarterly period reported. A final activity report is to be submitted prior to the contract expiration date. If multiple DVBE contractors are providing services or commodities, the Contractor must furnish individual reports for each DVBE subcontractor used.

The first report is due 90-days from the date of contract approval. At the Department's request, the Contractor shall 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 at least 14 days prior to the contract expiration date.

Reports shall be made using the DVBE Activity Report Form 9553, Exhibit E, Attachment 4. **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
Lorie Hall, SB/DVBE Advocate
1416 Ninth Street, Room 315
Sacramento, California, 95814
Fax Number: (916) 653-6576

Department of Water Resources
Holly Cronin
3310 El Camino, Suite LL40
Sacramento, California, 95814

10. SUBSTITUTION OF A DVBE SUBCONTRACTOR

Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veterans Code 999.5(e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

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

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

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation not less than \$2,500 and not to exceed \$25,000. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841)

Contractor Certification must be made using the Department's "Small Business and DVBE Subcontractor Payment Certification", Exhibit E Attachment 5.

EXHIBIT E, ATTACHMENT 1

State of California

DEPARTMENT OF WATER RESOURCES

California Natural Resources Agency

Contract # 460000

Exhibit , Attachment

Page 1 of 2

TRAVEL AND PER DIEM EXPENSES**I. SHORT-TERM PER DIEM EXPENSES**

- A. In computing reimbursement for continuous short-term travel of more than 24 hours and less than 31 consecutive days, the employee will be reimbursed for actual costs up to the maximum allowed for each meal, incidental, and lodging expense for each complete 24 hours of travel, beginning with the traveler's times of departure and return, as follows:

1. On the first day of travel on a trip of 24 hours or more:

Trip begins at or before 6 a.m.	Breakfast may be claimed on the first day.
Trip begins at or before 11 a.m.	Lunch may be claimed on the first day.
Trip begins at or before 5 p.m.	Dinner may be claimed on the first day.

2. On the fractional day of travel at the end of a trip of more than 24 hours:

Trip ends at or after 8 a.m.	Breakfast may be claimed.
Trip ends at or after 2 p.m.	Lunch may be claimed.
Trip ends at or after 7 p.m.	Dinner may be claimed.

If the fractional day includes an overnight stay, receipted lodging may also be claimed. No meal or lodging expense may be claimed or reimbursed more than once on any given date during any 24-hour period.

3. Reimbursement shall be for actual expenses, subject to the following maximum rates:

Meals:		
Breakfast	\$ 6.00	Receipts are not required for regular short-term travel meals
Lunch	\$ 10.00	
Dinner	\$ 18.00	
Incidentals	\$ 6.00	

Lodging:	
Statewide	Actual up to \$84.00 plus tax

When required to conduct State business and obtain lodging in the counties of Los Angeles and San Diego, reimbursement will be for actual receipted lodging to a maximum of \$110 plus tax.

When required to conduct State business and obtain lodging in the counties of Alameda, San Francisco, San Mateo, and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of \$140 plus tax.

If lodging receipts are not submitted, reimbursement will be for meals only at the rates and time frames set forth in B#1 below.

- B. In computing reimbursement for continuous travel of less than 24 hours, actual expenses, up to the maximums in #3 above, will be reimbursed for breakfast and/or dinner and/or lodging in accordance with the following time frames:

1. Travel begins at or before 6 a.m. and ends at or after 8 a.m.: Breakfast may be claimed. Travel begins at or before 4 p.m. and ends at or after 7 p.m.: Dinner may be claimed. If the trip of less than 24 hours includes an overnight stay, receipted lodging may be claimed. No lunch or incidentals may be reimbursed on travel of less than 24 hours.

Contract # 460000
Exhibit , Attachment
Page 2 of 2

2. Employees on short-term travel who stay in commercial lodging establishments or commercial campgrounds will be reimbursed for actual lodging expenses substantiated by a receipt. Employees who stay with friends or relatives, or who do not produce a lodging receipt, will be eligible to claim meals only.

II. LONG-TERM TRAVEL AND PER DIEM EXPENSES

A. Employee maintains a separate residence in the headquarters area:

1. Long-term travelers who maintain a permanent residence at their primary headquarters may claim daily long-term lodging up to \$24.00 with a receipt, and long-term meals of \$24.00 for each period of travel from 12 to 24 hours at the long-term location. For travel of less than 12 hours, the traveler may claim either \$24.00 in receipted lodging or \$24.00 in long-term meals.

B. Employee does not maintain a separate residence in headquarters area:

1. Long-term travelers who do not maintain a permanent residence at their headquarters may claim daily receipted lodging up to \$12.00, and long-term meals of \$12.00 for each period of travel from 12 to 24 hours at the long-term locations. For travel of less than 12 hours, the travelers may claim either \$12.00 in receipted lodging or \$12.00 in long-term meals.

III. MILEAGE REIMBURSEMENT

Reimbursement for personal vehicle mileage is 51 cents per mile.

There is no specific rate determined for the reimbursement for personal vehicle mileage using a specialized vehicle that has been modified to accommodate disabilities. In these cases, the 51 cents per mile reimbursement will apply.

IV. VEHICLE RENTAL

Reimbursement for vehicle rental shall be for actual and necessary costs of such rental and airplane usage shall be allowed at the lowest fare available. Claims for reimbursements shall be allowed upon submittal of the appropriate receipt. Refer to California Code of Regulations, Title 2, Sections 599.627 and 599.628.

EXHIBIT E, ATTACHMENT 2
PROTECTION OF CONFIDENTIAL AND SENSITIVE INFORMATION

1. For purposes of this Exhibit, "Contractor" means any contractor or researcher, including a Non-State Entity contractor or researcher, receiving funds from, doing business with, conducting research for, or performing services for the Department of Water Resources ("Department") pursuant to a contract, purchase order, research agreement, grant or loan agreement, joint powers agreement, public works contract, or other contractual vehicle (collectively "Contract"). The term "Contractor" also includes Contractor's officers and employees and Affiliates. For purposes of this Exhibit, the term "Affiliate" means a person or entity forming a partnership, joint venture, subcontract, sales contract, or other legal relationship with Contractor to carry out the terms of the Contract.
2. This Exhibit shall apply to all Contractors the terms of whose Contracts with the Department require or permit access to Confidential or Sensitive Information in conducting business with the Department or performing duties under a Contract with the Department.
3. Contractor shall impose all the requirements of this Exhibit on all of its officers, employees and Affiliates with access to Confidential and/or Sensitive Information.
4. For purposes of this Exhibit, "Non-State Entity" shall mean a business, organization or individual that is not a State entity, but requires access to State information assets in conducting business with the State. This definition includes, but is not limited to, researchers, vendors, consultants, and their subcontractors, officers, employees, and entities associated with federal and local governments and other states.
5. For purposes of this Exhibit, "Confidential Information" means information, the disclosure of which is restricted or prohibited by any provision of State or federal law or which is treated as privileged or confidential under such laws. Such Confidential Information includes, but is not limited to, information that is exempt from disclosure under the California Public Records Act (Government Code sections 6250-6255), public social services client information described in California Welfare and Institutions code section 10850, and "personal information" about individuals as defined in California Civil Code Section 1798.3 of the Information Practices Act (IPA) if the disclosure of the "personal information" is not otherwise allowed by the IPA. Such Confidential Information may also include financial, statistical, personal, technical, and other data and information relating to operation of the Department.
6. For purposes of this Exhibit, "Sensitive Information" means information that requires special precautions to protect it from unauthorized modification or deletion. Sensitive information may be either public records or Confidential Information. Examples include statistical reports, financial reports, and logon procedures.
7. Contractor shall take all necessary measures to protect Confidential or Sensitive Information to which it or its Affiliates gain access from unauthorized access (accidental or intentional), modification, destruction, or disclosure. These measures may include, but are not limited to: password protection of electronic data, encrypted transmission of electronic data, and secure mailing and locked storage of paper and taped copies. Such measures may also include establishment of secure workstations and maintenance of a secure workstation access log. Contractors shall also apply appropriate security patches and upgrades and keep virus software up-to-date on all systems on which Confidential or Sensitive Information may be used.
8. Contractors shall ensure that all media, including electronic media, containing Confidential or Sensitive Information, to which they are given access are protected at the level of the most confidential or sensitive piece of data on the media.

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

**EXHIBIT E, ATTACHMENT 3
NON-DISCLOSURE CERTIFICATE**

I hereby certify my understanding that access to Confidential and Sensitive Information is provided to me pursuant to the terms and restrictions of the Protection of Confidential and Sensitive Information, Exhibit E, Attachment 2 of Contract No. 460000XXXX between (Name of Contractor) and the California Department of Water Resources. I hereby agree to be bound by those terms and restrictions. I understand that all Confidential and Sensitive Information, as defined in the Protection of Confidential and Sensitive Information, and any notes or other memoranda, or any other form of information, electronic or otherwise that copies or discloses Confidential Information, shall not be disclosed to anyone other than in accordance with Exhibit E, Attachment 2. I acknowledge that a violation of this certificate may result in termination of the Contract and/or imposition of civil or criminal penalties.

Signed: _____

Typed Name and Title: _____

Representing (give name of Contractor/Affiliate): _____

Date: _____

EXHIBIT E, ATTACHMENT 4

State of California

DEPARTMENT OF WATER RESOURCES

California Natural Resources Agency

DVBE ACTIVITY REPORT FORM

Contract No.: _____ Bid Number: _____

Exhibit: _____ Attachment: _____

REQUIRED REPORTING FORMAT

Prime Contractor:

DVBE Sub-Contractor:

Contact Name:

Contact Name:

Telephone Number:

Telephone Number:

DWR Contract Number: 460000 _____

DVBE OSDS No.: _____

Report Date:

Percent Subcontracted: _____

Contract Amount:

DVBE Commitment Goal: _____

DVBE Invoice or Order
Number

Date Service or
Commodity Provided

Service or Commodity Provided

Invoice
Amount

Date Paid

TOTAL \$0.00

Are you reporting 90-Day Activity?

☐ Yes

☐ No

Are 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: _____

Instructions for Completing the DVBE Activity Report

Contractor:

1. Your firm is responsible for reporting your company's DVBE sub-contractor activity.
2. If the DVBE services or commodities are of an ongoing nature throughout the term of the contract, your firm is required to provide 90-day activity reports. If the contract term is extended, reports are 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 start date identified on the contract. Example: If the contract start date is September 1, the first report is due December 1.
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 DWR Contract 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 OSDS 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, expressed in dollars. The dollar amount will be equal to the percent of the total contract amount for which you have agreed to sub-contract with the DVBE contractor. Both the percent value and the commitment goal must agree with DWR 9526, California DVBE Program Requirements submitted at the time of bid response. Both the percent value and the commitment goal must agree with DWR 9526, DVBE Bidder Requirements, originally submitted at the time of bid response.
6. Provide the subcontractor 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.
7. The Department may request copies of paid invoices. If so, include copies of invoice(s) with submittal of this report.
8. Identify whether this report is a 90-day or final activity report. For 90-day activity reports, identify the report period.
9. 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.
10. If the DVBE has not yet been utilized, explain when and how the commitment will be achieved.
11. Provide the firm's authorized signature and title.

Email form to: hall@water.ca.gov

Or

Fax form to: DWR DVBE Advocate at (916) 653-6476
Contract Project Manager (see Exhibit A, Scope of Work for program contact information)

EXHIBIT E, ATTACHMENT 5

STATE OF CALIFORNIA

Department of Water Resources

San Joaquin River Water Resources Agency
CONTRACT NUMBER
EXHIBIT E, ATTACHMENT

SMALL BUSINESS AND DVBE SUBCONTRACTOR PAYMENT CERTIFICATION

As Contractor of record for the Department of Water Resources, Contract 460000, I certify, in accordance with Government Code 14841 and Military and Veteran Code § 999.5, that all payments have been made to the Small Business or DVBE firm(s) listed below for commodities or services rendered as the SB or DVBE subcontractor(s) of record pursuant to the terms and conditions of the Contract. I understand certification must be made to the Department of Water Resources within 60 days of receiving final payment under this Agreement. I further understand and acknowledge that falsification of this Certification may result in the imposition of civil or criminal penalties for not less than \$2,500 or more than \$25,000 for each violation.

Please copy this form to include as many Small Businesses or DVBE firms as necessary. Authorized signatures and information are required on each separately submitted form.
Return to: Department of Water Resources, Attention DWR SB/DVBE Advocate, 14169th Street, Room 353, Sacramento, CA 95814

CONTRACTED FIRM NAME

Name of Firm Representative

Title

Phone

()

Fax

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FIRM ADDRESS

Street

City

State

Zip Code

DWR CONTRACT NUMBER

460000-

Total Amount Received Under this Contract \$

Date Final Payment Received / /

SMALL BUSINESS/DVBE SUBCONTRACTOR INFORMATION

SB/DVBE Subcontractor	Street	Address	City/State	Zip	Amount Paid	Participation Achieved
1					\$	%
2					\$	%
3					\$	%
4					\$	%

PRINTED NAME

SIGNATURE

TITLE

REPORT DATE

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