

Solicitation 10046207

Delta Stewardship Council – Delta Plan

State of California

Bid 10046207

Delta Stewardship Council – Delta Plan

Bid Number 10046207
Bid Title Delta Stewardship Council – Delta Plan

Bid Start Date Jan 25, 2010 12:07:02 PM PST
Bid End Date Feb 16, 2010 2:00:00 PM PST
Question & Answer End Date Feb 4, 2010 7:00:00 AM PST

Bid Contact JESSICA RIVERA
916-653-7133
JRIVERA@water.ca.gov

Pre-Bid Conference Feb 4, 2010 10:00:00 AM PST
Attendance is mandatory
Location: John Moss Federal Building
650 Capitol Mall, 5th Floor - Delta Room
Sacramento, CA 95814

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Description

The Department of Water Resources (DWR), Division of Statewide Integrated Water Management invites qualified firms to submit a Statement of Qualifications (SOQ). The successful applicant will provide project management, technical services, and environmental services for the Delta Plan on behalf of, and under the general direction of the Delta Stewardship Council. The intent of this RFQ is to assemble a team that includes expertise in the three areas listed above. There may be up to three contracts executed for these services.

The Contractor may be required to work independently or partner with other DWR employees or private professionals but always at the specific direction of the DWR. The anticipated term of this agreement is April 21, 2010, through December 31, 2012.

Each Statement of Qualifications submitted for this proposed contract service will be evaluated and scored in accordance with the selection criteria described in the Request for Qualifications. Each SOQ submitted for this proposed contract service will be evaluated and scored in accordance with the following Selection Criteria:

1. Professional experience of the firm in relation to the work to be performed including appropriate licenses.
2. Professional experience of the principals to be assigned to the project.
3. Professional experience and training of key personnel.
4. Demonstrated competence and relevant experience in project management, technical services, and environmental services, as described in the Scope of Work (Exhibit A). Since multiple contracts maybe awarded each selection criteria

will be evaluated separately.

5.Nature and quality of completed work.

6.Reliability of firm and continuity of proposed firm's staff and subcontractors with firm.

7.Firm's workload and demonstrated ability to meet potential needs, including ability to adequately service multiple projects concurrently.

8.Current Delta related projects and/or contracts: potential, real, or perceived conflicts, and how they may be satisfactorily addressed.

9.Location of firm office(s) for project coordinator and services.

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STATE OF CALIFORNIA – CALIFORNIA NATURAL RESOURCES
AGENCY

ARNOLD SCHWARZENEGGER, Governor

Department of Water Resources

Division of Engineering

1416 9th Street, Room 406-10

Sacramento, CA 95814



REQUEST FOR QUALIFICATIONS NO. 10046207
Delta Stewardship Council – Delta Plan

TO ALL PROSPECTIVE APPLICANTS
January 25, 2010

The Department of Water Resources (DWR), Division of Statewide Integrated Water Management invites qualified firms to submit a Statement of Qualifications (SOQ). The successful applicant will provide project management, technical services, and environmental services for the Delta Plan on behalf of, and under the general direction of the Delta Stewardship Council. The intent of this RFQ is to assemble a team that includes expertise in the three areas listed above. There may be up to three contracts executed for these services.

A copy of the Request for Qualifications (RFQ No. 10046207) is enclosed. The RFQ contains a description of the qualifications required and directions for preparation and submittal of your response. **The SOQ must be received by 2:00 p.m. on February 16, 2010, at the address indicated in Section VI of the enclosed RFQ.**

The Contractor may be required to work independently or partner with other DWR employees or private professionals but always at the specific direction of the DWR.

The anticipated term of this agreement is April 21, 2010, through December 31, 2012.

DWR reserves the right to cancel or modify this RFQ up to the date and time the SOQ is due and to waive non-material defects with any of the SOQs. Additionally, DWR is not responsible for any preparation costs incurred by parties submitting a SOQ.

A copy of the State's General Terms and Conditions is not provided in this RFQ. However, they are available at Internet site <http://www.ols.dgs.ca.gov/standard+language> and may be downloaded and printed for your files. These terms and conditions will become a part of the contract language and are **NON-NEGOTIABLE**. Any issues regarding these terms and conditions **MUST** be addressed during the question and answer period. If you do not have Internet capabilities, you may request a hard copy by contacting the person listed in Section II of the RFQ.

The Contractor Certification Clauses (also available at the Internet site referenced above) contain terms and conditions that may apply to person(s) doing business with the State of California, and that may apply to your agreement. If awarded the contract, you must sign and return Page One of the CCC 307. The Certification must be renewed every three (3) years and will be updated when the State makes revisions to the clauses.

Please follow instructions in Section II of the enclosed RFQ for questions regarding services to be performed or submission requirements.

Sincerely,

Terry Macaulay
Acting Deputy Director
Strategic Planning
Statewide Integrated Water Management

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Enclosure

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I. Purpose and Description of Services

The Contractor(s) will provide project management, technical services, and environmental services for the Delta Plan on behalf of, and under the general direction of the Delta Stewardship Council. The intent of this RFQ is to assemble a team that includes expertise in the three areas listed above. There may be up to three contracts executed for these services.

II. Location of Mandatory Pre-Statement of Qualifications (SOQ) Submittal Conference:

John Moss Federal Building
650 Capitol Mall, 5th Floor - Delta Room
Sacramento, CA 95814

Anyone who is attending the mandatory pre-SOQ submittal conference will be required to show photo identification to security. Also, cameras, including phones with the ability to take photos, will not be permitted in the building.

No SOQ will be accepted unless Contractor attends the mandatory pre-SOQ submittal conference. It is not mandatory for subcontractors to attend.

Substantive questions regarding bidding and contracting requirements will be addressed only at the pre-SOQ submittal conference.

Prospective SOQ submitter(s) attending this pre-SOQ submittal conference will receive information regarding the RFQ and SOQ submittal process. In the event a prospective SOQ submitter is unable to attend a mandatory pre-SOQ submittal conference, an authorized representative may attend on the prospective Contractor's behalf. The representative may sign in for only one (1) company.

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

Potential Contractors are asked to submit questions in writing by 9:00 a.m. on February 1, 2010, to Jessica Rivera at 1416 Ninth Street, Room 406-10, Sacramento, California 95814, via fax at (916) 657-2467, or email at jrivera@water.ca.gov. Questions will also be accepted at the mandatory pre-SOQ submittal conference to be held on February 4, 2010, at 10:00 a.m. – 12:00 p.m.. Some questions may be answered at the pre-SOQ submittal conference. No questions will be accepted after the mandatory pre-SOQ submittal conference.

III. Statement of Qualification Requirements (SOQ)

- A. The SOQ should contain, at a minimum, sufficient information for an objective evaluation of whether the criteria described in Part IV, Selection Criteria and Evaluation Process, are met. The following items, and other information that the applicant considers appropriate, should be included:
1. An introduction and brief statement of the project understanding by the applicant, and a description of the applicant's qualifications to carry out the work. The SOQ must clearly identify the primary Contractor and the nature of any relationships with subcontractors, including collaboration on previous work. Include a general description and schedule of how the Contractor plans to proceed with the work described in the Scope of Work (Exhibit A).
 2. A description of any and all Delta related projects and/or contracts the Contractor(s) is/are currently working on or has/have worked on in the past ten years. Describe the projects, relationship to the Delta Plan, and any potential, real, or perceived conflicts and how the applicant would address them.
 3. The name of the firm submitting the SOQ, mailing address, telephone number, and the individual with whom to communicate if further information is desired.
 4. The Contractor will provide a Project Director who shall serve as the primary person responsible for the delivery of the project, and a Project Manager, who shall manage the day-to-day operations. The names, qualifications, and experience of each firm and subcontractor who will participate as a team in the work. Whether there are one or more firms participating, a Project Director and Project Manager will be identified. Contract terms will not permit substitutions of firms or key personnel without prior written approval of the Delta Plan Team. Furthermore, each task order will require designation of qualified personnel for that specific task order, and each task order designated personnel will work under the direction of the Project Director and Project Manager.
 - a. **PROJECT DIRECTOR DESIRABLE QUALIFICATIONS:**
 - § At least ten (10) years experience managing projects of similar scope and magnitude
 - § Extremely organized and big picture-oriented
 - § Documented success with similar projects
 - § Knowledge of government policies and processes
 - § Excellent writing skills
 - § Knowledge of planning and natural resource management
 - § Reinforces team approach throughout project both on external issues and internal initiatives
 - § Supports and solicits input from team members at all levels

The ideal candidate is a flexible, outgoing and creative person with excellent organizational skills and an ability to work independently and in a team environment.
 - b. **PROJECT MANAGER DESIRABLE QUALIFICATIONS:**
 - § Extremely organized and detail-oriented

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- § Documented success with similar projects
- § Knowledge of government policies and processes
- § Excellent writing skills
- § Knowledge of planning and natural resource management
- § Experience with computer networking, Excel, Project

The ideal candidate is a flexible, outgoing and creative person with excellent organizational skills and an ability to work independently and in a team environment.

5. A description of qualifications and experience in the following areas: project management, technical services, and environmental services. Refer to the Scope of Work (Exhibit A) for detailed qualification requirements.
 - a. Resumes of all key personnel that would be provided in conjunction with this contract.
 - b. Include a copy of valid professional California Civil Engineering license/registration. At a minimum, one licensed California Civil Engineer is required for project management and technical services.
6. In addition, each task order that includes work that must be performed by a professional Civil Engineer will require a designated managing engineer with a valid California Professional Civil Engineering license.
7. Client references for the Contractor on three most recent comparable contracts, and client references for each subcontractor on two most recent comparable contracts. Three references for the prime Contractor and two references for each subcontractor (At a minimum, complete references form on page 15).
8. Availability of the selected Contractor(s) for the Project Director and Project Manager within the Sacramento Metropolitan area.

IV. Selection Criteria and Evaluation Process

- A. Each SOQ submitted for this proposed contract service will be evaluated and scored in accordance with the following selection criteria:
 1. Professional experience of the firm in relation to the work to be performed including appropriate licenses.
 2. Professional experience of the principals to be assigned to the project.
 3. Professional experience and training of key personnel.
 4. Demonstrated competence and relevant experience in project management, technical services, and environmental services, as described in the Scope of Work (Exhibit A). Since multiple contracts may be awarded each selection criteria will be evaluated separately.
 5. Nature and quality of completed work.

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6. Reliability of firm and continuity of proposed firm's staff and subcontractors with firm.
 7. Firm's workload and demonstrated ability to meet potential needs, including ability to adequately service multiple projects concurrently.
 8. Current Delta related projects and/or contracts: potential, real, or perceived conflicts, and how they may be satisfactorily addressed.
 9. Location of firm office(s) for project coordinator and services.
- B. After the SOQ submittal date and time, each SOQ will be checked for the presence or absence of required information in conformance with the submission requirements of this RFQ. If any required information is absent, the SOQ shall be rejected.
- C. A panel of Delta Plan Team personnel will evaluate the SOQs in accordance with the stated Selection Criteria and areas of knowledge and experience. Separate interviews will then be held with at least three of the applicants deemed to be the most highly qualified to provide the needed services or with all applicants if less than three apply. No more than 20 team members may attend interview. If you have been notified that you will be interviewed, you should begin the DVBE process. If any presentations are required to be made, the presentation's cost will be the responsibility of the applicant. No reimbursement will be made by DWR.
- D. DWR will require submission of a schedule of hourly rates and all associated costs, provided in a sealed envelope marked with **RFQ No. 10046207 and name of Contractor as it appears on SOQ**, at the time of interview. After the interviews have been completed, the applicants will be ranked and a list of these rankings will be presented to the Council board for its review and direction. DWR will then begin discussion with the most qualified applicant to determine a price that is fair and reasonable to the State. The rate envelope provided at interview will only be opened after the most qualified has been determined and only the envelope of the most qualified will be opened. If DWR is unable to successfully negotiate a cost agreement with the most qualified applicant, negotiations will begin with the next most qualified applicant, and so on. If DWR is unable to negotiate a fair and reasonable price with any applicant, DWR may elect not to award the contract and may elect to proceed with a new solicitation. The rate envelopes of the unsuccessful candidates will be returned unopened.
- E. Unsuccessful applicants will be notified by DWR following award of the contract.

V. SOQ Conditions

In addition to selection criteria and evaluation, Section IV, the following SOQ conditions apply:

- A. Applicants must keep the selection interviews and contract negotiations confidential until the contract is awarded.
- B. Evaluations will be available for public inspection at the conclusion of the selection and award process under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.

VI. Submission of Statement of Qualifications

- A. Five copies of the SOQ must be submitted (mailed or hand delivered) to the following addresses:

Mail:

Department of Water Resources
Division of Engineering
Attention: Jessica Rivera
P. O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 653-7133

Hand Delivery:

Department of Water Resources
Division of Engineering
Attention: Jessica Rivera
1416 9th Street, Room 406-10
Sacramento, California 95814
Phone: (916) 653-7133

- B. The SOQs must be received by 2:00 p.m. on February 16, 2010. Envelopes should be clearly labeled: **"Statement of Qualifications, No. 10046207 DO NOT OPEN UNTIL FEBRUARY 16, 2010."** SOQs received after the due date and time will be returned unopened to the submitting party. SOQs must be limited to 200 pages.
- C. DWR is not responsible for any costs incurred by the applicants for preparation of SOQs.
- D. All materials (except brochures) submitted in response to this RFQ shall become State property and will not be returned. Brochures of non-selected applicants may be picked up where they were submitted after award has been made.
- E. An SOQ may be rejected if it is conditional or incomplete, or if it contains any proposed alternate terms, alterations of form, or other irregularities of any kind. The State may reject all SOQs and may cancel or modify this RFQ up to the date the SOQ is due. DWR reserves the right to reject all SOQs for reasonable cause.
- F. An individual who is authorized to bind the firm contractually shall sign the Potential Qualifying Firms Certification Sheet (see page 13). The signature must indicate the title or position that the individual holds in the firm. An unsigned certification sheet will be rejected and cause the SOQ to be deemed nonresponsive.
- G. Before the SOQ submission deadline, an applicant may withdraw its SOQ by submitting a written withdrawal request to the State, signed by the applicant or an agent authorized in accordance with the preceding paragraph. An applicant may thereafter submit a new SOQ prior to the SOQ submission deadline. SOQs may not be revised without good cause and DWR's consent subsequent to SOQ submission deadline.
- H. DWR may modify the RFQ prior to the date fixed for submission of SOQs by the issuance of an addendum to all parties who received an RFQ package.
- I. Applicants are cautioned not to rely on DWR, during the evaluation, to discover and report any defects and errors in the submitted documents. Applicants, before submitting their documents, should carefully proof them for errors and adherence

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to the RFQ requirements. DWR may, but is not required to, waive minor deviations from submission requirements.

VII. Time Schedule

A.	RFQ published	CSCR A/E Consultants Information Network	<u>January 25, 2010</u> <u>January 25, 2010</u>
B.	Question Deadline		<u>February 1, 2010</u>
C.	Pre-bid conference		<u>February 4, 2010</u>
D.	SOQ Submission Deadline		<u>February 16, 2010</u>
E.	Completion of DWR review of SOQ (estimated date)		<u>February 26, 2010</u>
F.	Interview Dates (estimated dates)		<u>March 1-8, 2010</u>
G.	Delta Stewardship Council review and direction		<u>March 9, 2010</u>
H.	Completion date for contract negotiations (estimated date)		<u>March 25, 2010</u>
I.	Contract approval (estimated date)		<u>April 26, 2010</u>

VIII. Contract Obligations

- A. DWR reserves the right to disapprove the assignment or the continuing assignment of specific contractor personnel, subcontractors, and subcontractor personnel. The Contractor's withdrawal of said personnel will be within two working days of DWR's Notice of Disapproval. Replacement personnel will be assigned within seven days after DWR gives notice of disapproval. Replacement personnel must be approved by DWR prior to their participation in the contract. Resumes will be required for any new personnel of the Contractor or subcontractor.
- B. The following documents, when completed and approved, along with the resume(s) will comprise the contract (sample contract starting on page 16):
 1. A Standard Agreement (STD. 213).
 2. The description of work to be performed is Exhibit A, Scope of Work. A sample task order is made a part of Exhibit A as Attachment I.
 3. Invoicing and Payment provisions in Exhibit B, Budget Detail and Payment Provisions and Exhibit B, Attachment I, negotiated rates.
 4. General Terms and Conditions in Exhibit C located at <http://www.ols.dgs.ca.gov/standard+language>.
 5. Special Terms and Conditions for the Department of Water Resources in Exhibit D.

6. All Additional Provisions listed in Exhibit E and any corresponding attachments.

IX. Disabled Veteran Business Enterprise (DVBE) Requirement

It is strongly recommended that Contractor(s) responding to this solicitation review DVBE forms and documentation, included herein as Exhibit F Attachment I, to become familiar with program requirements.

- a. For expediency in obtaining contractor services, Contractor(s) must begin DVBE Program activities upon DWR's notification they are selected as an interview candidate. Selected firms must comply with DVBE program requirements within ten (10) days of DWR's notification.
- b. The awarded Contractor(s) must submit DVBE documentation to DWR's DVBE Advocate for approval prior to final submission to program staff. When the Advocate has determined the Contractor to be compliant with DVBE program requirements, a *Notification of Compliance* will be issued. This *Notification* must accompany the final submission of the Contractor's DVBE documentation.
- c. The Contractor(s) will be responsible for continued adherence to DVBE program requirements for any contract amendments that may be issued subsequent to the Contract(s) resulting from this solicitation. Exhibit E, Additional Provisions, paragraphs 8 and 9 contain DVBE program language relative to contract amendments and DVBE program activity reporting requirements.
- d. For the forms necessary to complete DVBE participation program requirements, see Exhibit F, DWR 9626 California DVBE Program Requirements. Only these forms will be accepted.
- e. For questions regarding either the small business or DVBE programs, or related issues, contact Lorie Hall, Small Business and DVBE Advocate at (916) 651-9705.

X. Small Business (SB) Program

- a. The Department of Water Resources actively supports the State of California Small Business Program and strives to meet mandated annual Small Business goals. In recognition of the significant economic contribution made by California's small business sector, Executive Order S-02-06 issued February 2, 2006 mandates each California agency and department to meet annual California Small Business participation goals of 25 percent. These goals are achieved through contract awards made directly to the Small Business community or through subcontracted partnerships between Prime firms and small businesses, and each year DWR is required to track, tabulate and report overall expenditures made in the Small Business sector.
- b. DWR has determined that services outlined within this solicitation include opportunities for Prime Firm - Small Business partnerships. In its continued effort to support California's economy, and to assist DWR achieve 25% annual SB participation goals in its overall contracting, DWR strongly encourages Prime Firms to partner with California certified Small Businesses in response to this solicitation.

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Firms that include California certified small businesses as an initial team member, or those which are added subsequent to contract execution through the amendment or task order process, are required to identify the Small Business firm status of each firm as appropriate and will be required to report expenditures made to these business concerns.

- c. For questions regarding Small Business Program regulations, contact Lorie Hall, Small Business and DVBE Advocate at (916) 651-9705 or via email at halll@water.ca.gov.

XI. I-Bond Funding

Contracts Funded by Proposition 84

Work under this contract will be funded partially, or wholly, with funds made available to the Department of Water Resources through the Infrastructure Bond Acts of 2006, Proposition 84, "California Safe Drinking Water, Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006".

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

1	INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.		
2	PAYEE'S LEGAL BUSINESS NAME (Type or Print)		
	SOLE PROPRIETOR—ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)		E-MAIL ADDRESS
	MAILING ADDRESS		BUSINESS ADDRESS
	CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE
3 PAYEE ENTITY TYPE CHECK ONE BOX ONLY	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): -		NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.
	☐ PARTNERSHIP CORPORATION: ☐ MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) ☐ LEGAL (e.g., attorney services) ☐ EXEMPT (Non-profit) ☐ ALL OTHERS ☐ INDIVIDUAL/SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: - (SSN required by authority of California Revenue and Tax Code Section 18646)		
4 PAYEE RESIDENCY STATUS	☐ California resident – Qualified to do business in California or maintains a permanent place of business in California.		
	☐ California nonresident (see reverse side) – Payments to nonresidents for services may be subject to State income tax withholding. ☐ No services performed in California. ☐ Copy of Franchise Tax Board waiver of State withholding attached.		
5	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.		
	AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)		TITLE
	SIGNATURE	DATE	TELEPHONE () -
6	Please return completed form to:		
	Department/Office: <u>Department of Water Resources</u>		
	Unit/Section: <u>Division of Engineering</u>		
	Mailing Address: <u>1416 Ninth Street</u>		
	City/State/Zip: <u>Sacramento, CA 95814</u>		
	Telephone: <u>(916) 653-7133</u> Fax: <u>(916) 657-2467</u>		
	E-mail Address: <u>jrivera@water.ca.gov</u>		

PAYEE DATA RECORD

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

1	<u>Requirement to Complete Payee Data Record, STD. 204</u> A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies. Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.						
2	Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.						
3	Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a). The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).						
4	<u>Are you a California resident or nonresident?</u> A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California. A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident. For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary to transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident. Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year. For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address: wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6298</td> <td>Website: www.ftb.ca.gov</td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address: wscs.gen@ftb.ca.gov	For hearing impaired with TDD, call:	1-800-822-6298	Website: www.ftb.ca.gov
Withholding Services and Compliance Section:	1-888-792-4900	E-mail address: wscs.gen@ftb.ca.gov					
For hearing impaired with TDD, call:	1-800-822-6298	Website: www.ftb.ca.gov					
5	Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.						
6	This section must be completed by the State agency requesting the STD. 204						
	<u>Privacy Statement</u> Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business. All questions should be referred to the requesting State agency listed on the bottom front of this form.						

SOQ CHECKLIST

Please submit the following items in your SOQ. The SOQ will not be considered responsive unless the following documents are returned:

- ☐ Introduction and Brief Statement of Understanding
- ☐ Description of any/all ongoing Delta related projects and/or contracts
- ☐ Resumes of Key Personnel
- ☐ Copy of valid California Professional Civil Engineering license
- ☐ Potential Qualified Firms Certification Sheet
- ☐ References
- ☐ Names, qualifications and experience of each firm who will participate in work

Please return this checklist with your SOQ.

DVBE Program Compliance and Documentation

Awarded Firms are required to undertake DVBE program activities upon notification of being selected for interview. Documentation is submitted to the DWR SB/DVBE Advocate for compliance review. At the time of documentation submission, the following is required:

Compliance through the Selection of DVBE Subcontractor(s)

- ___ Exhibit F, Attachment I - Part 1, DVBE Participation Summary,
- ___ Exhibit F, Attachment I - Part 3, Contractor Certification of DVBE Subcontractor Selection
- ___ Copy of the Subcontractor's DVBE Certification from DGS Office of Small Business and DVBE Services (OSDS)
- ___ Advocate "Notification of Compliance"

POTENTIAL QUALIFIED FIRMS - CERTIFICATION SHEET
Delta Stewardship Council – Delta Plan – RFQ No. 10046207

This certification sheet must be signed and returned along with all the required documents, as indicated on the Statement of Qualification Requirements, as an entire package with original signatures. The SOQ must be transmitted in a sealed envelope in accordance with all SOQ instructions.

- A. **Your all-inclusive SOQ is submitted as follows:**
- B. All Attachments follow behind this cover letter. **(See SOQ Checklist)**
- C. Your signature affixed hereon and dated certifies that you have complied with all the requirements of this RFQ document. Your signature authorizes the verification of this certification.

>>> AN UNSIGNED SOQ WILL 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 ID No. (FEIN)	8. California Corporation No.	
Indicate applicable license and/or certification information:		
9. Contractors' State License Board Number	10. PUC License Number CAL-T-	11. Required Licenses/Certifications
12. Bidder's Name (Print)	13. Title	
14. Signature	15. Date	
16. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. Small Business Enterprise Yes ☐ No ☐ If yes, enter certification number: _____		
b. Disabled Veteran Business Enterprise Yes ☐ No ☐ If yes, enter your service code below: _____		
NOTE: A copy of your Certification is required to be included if either of the above items is checked "YES." Date application was submitted to OSDS, if an application is pending: _____		

(SEE NEXT PAGE FOR EXPLANATIONS ON POTENTIAL QUALIFIED FIRMS CERTIFICATION SHEET)

**EXPLANATION OF ITEMS ON POTENTIAL QUALIFIED FIRMS
CERTIFICATION SHEET**

- A. The Potential Qualified Firms – Certification Sheet on page 13 shall be completed and submitted in accordance with the SOQ requirements. Your signature on this document certifies that you complied with all the RFQ requirements.
- (1), (2), (2a), and (3) are self-explanatory.
- (4) 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) A partnership is a voluntary agreement between two or more competent persons, as co-owners, 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.
- (6) 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) To be used for company identification and verification of tax compliance.
- (8) To be used for checking if corporation is in good standing with the State of California.
- (9) To be used for verification of Contractor's license for Public Works Agreements.
- (10) To be used for verification of Public Utilities Commission (PUC) license for Public Works Agreements.
- (11) Complete, if applicable, by indicating the type of license and/or certification for services described.
- (12), (13), (14), and (15) are self-explanatory.
- (16) Refer to the Small Business and DVBE definitions for further information.

RFQ No. 10046207

REFERENCES

Provide references (3 for the prime Contractor and 2 for subcontractor) of similar types of services performed within the last five years.

Name of Firm:	Telephone Number:		
Name of Contact:			
Street Address:	City:	State:	Zip Code:
Year Service Performed:			
Service:			

Name of Firm:	Telephone Number:		
Name of Contact:			
Street Address:	City:	State:	Zip Code:
Year Service Performed:			
Service:			

Name of Firm:	Telephone Number:		
Name of Contact:			
Street Address:	City:	State:	Zip Code:
Year Service Performed:			
Service:			

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

RFQ No. 10046207

AGREEMENT NUMBER

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

CONTRACTOR'S NAME

2. The term of this Agreement is: through

3. The maximum amount of this Agreement is: \$

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

Exhibit A – Scope of Work	pages
Attachment 1 – Sample Task Order	pages
Attachment 2 – Resumes	pages
Exhibit B – Budget Detail and Payment Provisions	pages
Attachment 1 – Rate Sheet	pages
Exhibit C – General Terms and Conditions	GTC
Exhibit D – Special Terms and Conditions for DWR (Over \$5,000 Standard Payable), DWR 9544 (Rev 9/06)	pages
Attachment 1 – Recycled Content Certification	pages
Exhibit E – Additional Provisions	pages

Items shown with an Asterisk (*) are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

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

CONTRACTOR

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

BY (Authorized Signature)

?

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

BY (Authorized Signature)

?

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**California Department of General
 Services Use Only**

DGS Approval not required per Public
 Contract Code 10335 (a)

SCOPE OF WORK

BACKGROUND

The Delta Stewardship Council (Council) was established by S.B. No. 1 (Ch. 5, Stats. 09-10, 7th Ex. Sess.), which takes effect February 3, 2010. Pursuant to that legislation, the Council is required to develop, adopt, and commence implementation of a comprehensive resources management plan for the Delta, referred to as the Delta Plan, on or before January 1, 2012. Preparation of the Delta Plan will be a major planning effort that may incorporate other significant, ongoing planning efforts like the Bay Delta Conservation Plan and the Central Valley Flood Protection Plan.

The funding to support the Delta Plan effort is in Department of Water Resources' (DWR) budget. The development of the Delta Plan requires the services of a Contractor(s) and work must begin immediately to meet the legislative deadlines. Because DWR has the funds that will be reallocated to the Council and because there is a need to begin this contracting process as soon as possible, DWR is seeking the services of a Contractor(s) to begin the preliminary work for the Delta Plan.

Final selection of the Contractor(s) pursuant to this Request for Qualifications will be approved by the Council at the appropriate time following the date the Council becomes operational, February 3, 2010. Following the date of fund reallocation, DWR will assign any resulting agreement with the selected Contractor(s) to the Council, upon the Council's request. Until this agreement is assigned to the Council, DWR will serve as the administrative liaison between the Council and Contractor(s) and work will be largely directed by the Council. After this agreement is assigned to the Council, work will be entirely directed by the Council.

PURPOSE:

DWR requires a highly qualified Contractor(s) with extensive relevant experience to provide program management, technical services, and environmental services for the Delta Plan on behalf of, and under the general direction of the Council. Other areas of expertise required of the successful PM team include planning, engineering, environmental, and facilitation services to support development and delivery of the Delta Plan. Development of the Delta Plan will require extensive technical work and stakeholder outreach and involvement. The Delta Plan is a critical component of the Council's charge.

The Sacramento-San Joaquin Delta Reform Act of 2009 established as State policy the coequal goals of (1) providing a more reliable water supply for California, and (2) protecting, restoring, and enhancing the Delta ecosystem. The Delta Plan is required to advance the coequal goals and will include subgoals and strategies to assist in guiding State and local agency actions related to the Delta.

DESCRIPTION

Preparation of the Delta Plan will require an unprecedented level of cooperation among State, local and federal agencies and input of numerous professional disciplines. The required disciplines include but are not limited to: water resources engineering, infrastructure and operations, economics, environmental science, and adaptive management. The Delta Plan will also impact many regions of the State. Promoting such broad collaboration between agencies, geographic regions, and professional disciplines will require a robust stakeholder process. The Contractor(s) will work at the direction of the Delta Plan Team. The Delta Plan Team consists of the DWR Contract Manager and the Council. After this agreement is assigned to the Council, the Delta Plan Team will include the Council Contract Manager instead of the DWR Contract Manager. Additionally, the Contractor(s) will cooperate with other entities, public and private, involved with the creation of the Delta Plan, including other stakeholder outreach and communications activities.

Program Activities

Contractor(s) will perform services defined in writing, under individual task orders (see Project Management section). The work will comprise a variety of tasks that may include directing and managing the overall Delta Plan effort, evaluating Delta Plan-related technical and policy issues, evaluating and recommending approaches to integrating the Delta Plan with other related and developing plans, evaluating and recommending approaches for science-based adaptive management, providing graphic and publishing support services, evaluating potential environmental impacts and mitigation measures at a programmatic level, researching and recommending approaches to achieve federal consistency, providing communications and outreach services.

Contractor(s) will provide the following services and expertise to support the development of the Delta Plan:

1. Project management
2. Technical services
3. Environmental Services, including preparation of State and federal environmental review documents

The final product will be a completed draft Delta Plan and CEQA/NEPA compliance document (EIR/EIS) for presentation to the Council, so that it may be adopted by the Council by January 1, 2012, and submitted for approval to the appropriate federal agency for purposes of ensuring federal consistency.

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Exhibit A

Page 3 of 11

Project Management (PM)

1. The Contractor will provide a Project Director, who shall serve as the primary person responsible for the delivery of the project, and a Project Manager, who shall manage the day-to-day operations.
2. The Contractor will provide necessary staff, including ancillary services in support of this effort, as required to support the Delta Plan and manage the integration of Council and Contractor staff to effectively implement the Delta Plan process. It is Council's expectation that the Contractor's team be fully integrated with Council's internal staff to effectively manage the implementation of the Delta Plan process.
3. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its work products including management reports, schedules, risk analysis, drawings, specifications, and other engineering support services.

Task Order Procedure:

1. Within five (5) working days of receipt of a draft task order, Contractor(s) shall complete and submit to the Delta Plan Team a completed draft task order with a detailed description of how the work will be performed, sources of data, expected results, cost and reimbursement parameters, the Contractors to be assigned, and changes to or clarifications of work assignment, schedule or deliverables expected by the Delta Plan Team.
2. The Delta Plan Team shall approve or modify the task order within ten (10) working days and send the final proposed task order to the Contractor(s) for signature. After Contractor signs and returns task order, the Delta Plan Team will sign it. A task order is of no force or effect until a final copy, signed by the Delta Plan Team is returned to the Contractor(s). Work shall not commence and no expenditures are authorized for a project until Contractor(s) receives a physical copy of the fully executed task order. State will not pay for work performed by Contractor(s) unless it has been assigned in a fully executed task order.
3. If, after a task order has been issued, the Delta Plan Team determines that a substantial change(s) to the task order is necessary, the Delta Plan Team will issue a written amendment to the original task order. The amendment will include the reason(s) for the change(s), the specific change(s) required and any adjustment to Contractor(s) payments resulting from the amended task order.
4. The Delta Plan Team may cancel a task order at any time, for any reason. The Delta Plan Team will notify Contractor(s) in writing that a task order has been canceled. The Delta Plan Team will pay Contractor(s) for all reasonable expenses for work performed under the task order up to the date of termination of the task order.

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Technical Services

1. Ecosystem health and restoration: Evaluate and recommend strategies for restoration, enhancement, and creation of interconnected habitats within the Delta and Suisun Marsh and their watersheds. Required expertise includes knowledge of:
 - a. Ecosystem dynamics of both aquatic and terrestrial habitats such as intertidal marshes, seasonal floodplains, open bays, upland areas, seasonal wetlands, riparian and terrestrial corridors, and vernal pools;
 - b. Delta animal species including endangered and declining fish, waterfowl and shorebirds, and land-based species.
2. Water resources engineering, infrastructure, and operations: Evaluate and recommend strategies for improved statewide water supply infrastructure and operations that further the coequal goals. Required expertise includes:
 - a. State and federal water project facilities and operations
 - b. Hydrodynamics of Central Valley and Delta/Suisun Marsh
 - c. Local and regional storage and conveyance projects impacting the Delta
 - d. Water resources engineering
 - e. Water transfers
 - f. Reservoir operations
 - g. Seismic considerations for water supply infrastructure
 - h. Conveyance methods (surface and subsurface)
 - i. Storage methods (surface and subsurface)
3. Water supply planning: Evaluate and recommend strategies for improving water supply reliability as it relates to furthering the coequal goals. Required expertise includes:
 - a. Statewide water management planning
 - b. Integrated regional water management planning
 - c. Water use efficiency, conservation and sustainability
 - d. Water recycling
 - b. Urban, residential, industrial and agricultural water use
4. Water quality: Evaluate and recommend strategies for improving water quality as it relates to furthering the coequal goals. Required expertise includes:
 - a. Drinking and agricultural water quality needs and regulatory requirements
 - b. Ecosystem water quality needs and regulatory requirements
 - c. Delta water quality contaminants of concern, origins, transport, impacts and fates
 - d. Emerging contaminants of concern, origins, transport, impacts and fates
5. Water rights: Evaluate and recommend strategies regarding water rights as they relate to furthering the coequal goals. Required expertise includes knowledge of all types of California water rights and the procedures/requirements governing them.

6. Land use planning: Evaluate and recommend strategies for regional and local land use planning as it relates to furthering the coequal goals. Required expertise includes general planning processes of local and regional governments, especially as related to Delta land use planning.
7. Levee engineering and policy: Evaluate and recommend strategies for levee investments as they relate to furthering the coequal goals. Required expertise includes:
 - a. Delta levee standards, designs, conditions and construction
 - b. State of the art levee and seawall design approaches
 - c. Environmental and cost impacts of various levee approaches
 - d. Current State and federal levee investment programs
 - e. Levee evaluation techniques
8. Transportation and energy infrastructure: Evaluate and recommend strategies for dealing with transportation and energy infrastructure as they impact achievement of the coequal goals. Required expertise includes:
 - a. Highway/road planning and construction in the Delta
 - b. Energy infrastructure planning and construction in the Delta
9. Flood risk reduction: Evaluate and recommend strategies for reducing flood risk in the Delta and their impact on the coequal goals. Required expertise includes:
 - a. Principles of risk management, specifically flood risk
 - b. Public health and safety
 - c. Appropriate land uses
 - d. Flood prevention and protection
 - e. Emergency preparedness and response
10. Agriculture: Evaluate and recommend strategies for enhancing the profitability and sustainability of agriculture in the Delta, and its connection to achieving the coequal goals. Required expertise includes:
 - a. Delta sustainable farming principles and techniques
 - b. Carbon sequestration farming
 - c. Peat accretion farming
 - d. High value farming
11. Economics: Evaluate and recommend economic strategies related to any/all areas of work listed above for achieving the coequal goals and the enhancement of the Delta as an evolving place.
12. Finance: Evaluate and recommend strategies for initial and ongoing sustainable financing of the programs and projects needed to achieve the coequal goals and the enhancement of the Delta as an evolving place.

13. Climate change: Evaluate and recommend strategies for dealing with climate change as it impacts any/all of the areas of work listed above and associated achievement of the coequal goals. Required expertise includes:
 - a. Knowledge of current anticipated climate change impacts
 - b. Ability to assess and apply emerging climate change information and predictions
14. Computer modeling interpretation and assessment as it relates to any of the above specific areas of work.
15. Geographic information system capabilities including map preparation and analysis compatible with State systems/standards.
16. Regulatory requirements (endangered species, water quality, etc.): There are a multitude of requirements that must be accommodated in the crafting of the Delta Plan. The Contractor must identify all requirements, and describe and evaluate their impacts on overall plans and specific projects. The Contractor must develop a comprehensive approach to comply with the requirements as the Delta Plan is implemented.
17. Related plans: There is an extensive list of related plans that feed into the Delta Plan. Some of the plans already exist and must be incorporated, some are being developed and will/may feed into the process of developing the Delta Plan, and some will be triggered by the adoption of the Delta Plan. In collaboration with the Delta Plan Team, the Contractor must identify the entire list of related plans and integrate them in terms of content and process.

An example list for illustration purposes only:

California Water Plan
Bay Delta Conservation Plan
Environmental Restoration Program Conservation Plan
Water Boards Delta Water Quality Plans:
 Strategic Plan
 Bay Delta Water Quality Control Plan
 Central Valley Water Quality Control Plan
CalTrans Strategic Plan
Delta Risk Management Strategy
Emergency Preparedness and Response Plan
CALFED Surface Storage Investigations
FloodSAFE California
Delta Protection Commission Land Use and Resource Management Plan
Delta County General Plans and Habitat Conservation Plans:
 Contra Costa
 Sacramento
 San Joaquin
 Solano
 Yolo

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18. Science integration, including monitoring design and data collection: The Delta Plan is required to make use of the best available science, and where appropriate shall utilize monitoring, data collection, and analysis of actions to determine progress toward meeting quantified targets set by the Delta Plan Team. Required expertise includes:
- a. State of the art knowledge of scientific dynamics and mechanisms affecting ecosystem health
 - b. Knowledge and understanding of recent and historical scientific monitoring and data collection
 - c. Ability to interpret and apply scientific data to developing strategies
19. Performance measures: The Delta Plan must include quantified or otherwise measurable targets associated with achieving the objectives of the Delta Plan, and methods by which progress will be determined. Required expertise includes the ability to work with a broad range of scientific, engineering and policy experts in developing and testing appropriate performance measures and interim progress markers.
20. Science-based adaptive management: The Delta Plan must include a science-based, transparent, and formal adaptive management strategy for ongoing ecosystem restoration and water management decisions. Further, this will include the integration of scientific and monitoring results into ongoing Delta water management. Required expertise includes the ability to develop and test, with appropriate participation and input, processes implementing this adaptive management approach.
21. Federal Consistency: Planning and compliance processes required to achieve federal consistency. The Delta Plan must be developed consistently with the following federal laws:
- a. Coastal Zone Management Act of 1972 or an equivalent compliance mechanism.
 - b. Section 8 of the Reclamation Act of 1902.
 - c. Clean Water Act.
 - d. Federal Endangered Species Act

Consequently, the appropriate approach to ultimately obtaining federal approval of the Delta Plan for purposes of ensuring federal consistency must be identified early in the process, and complied with throughout.

22. Communications and Outreach: To be successful, development of the Delta Plan will require extensive public outreach and stakeholder involvement. Example outreach and facilitation tasks could include:

- a. Work with Delta Plan Team to establish a Delta Plan communications strategy and help implement the strategy to share Plan-related information among the Council's partner agencies and contractors.
- b. Coordinate public outreach and communication plan efforts with Delta Plan Team management.
- c. As part of the communications strategy, work with Delta Plan Team staff to ensure integration and coordination among several ongoing State and federal planning processes in the Delta.
- d. As part of Plan development strategy, establish a stakeholder involvement process to guide and inform the Council.
- e. Work with Delta Plan Team to identify goals and desired outcomes for a stakeholder involvement process.
- f. Work with Delta Plan Team and contractors to identify and select members of various stakeholder groups.
- g. Establish process and protocols for sub-committees, working groups, and other established subsets of various stakeholder groups as needed.
- h. Plan, coordinate and arrange for meeting logistics and facilitate regularly scheduled meetings of stakeholder groups and subgroups as needed.
- i. Develop work plan, schedule and cost estimates for Delta Stewardship Council communications and outreach program components.
- j. Work with Delta Plan Team and contractors to produce meeting agendas, supporting materials, summaries, etc.
- k. Provide technical support to stakeholder groups to increase comprehension of technical data, policies, requirements, and legislation.
- l. Assist with implementation of Delta Plan outreach including but not limited to media outreach, public information presentations, and stakeholder input workshops.
- m. Develop and compile outreach communication materials including, but not limited to, printed materials and presentations explaining the Delta Plan, its components, and its relationship to other State and federal planning efforts and projects in the Delta and throughout California.

23. Provide Support for General Public Involvement: To be successful, the Delta Plan must coordinate with, provide guidance to, and receive guidance from other State, federal, regional and local planning efforts and projects in the Delta. Example outreach and facilitation tasks could include:

1. Work with Delta Plan Team, other State and federal agencies, and contractors to develop and implement a comprehensive Delta public involvement plan.
2. Facilitate meetings within the Delta Plan implementation team and among State and federal agencies as needed.
3. Assist with development of key messages.
4. Communicate pertinent information to the public in a variety of formats, including the Internet.
5. Keep public information up-to-date and make available in a timely fashion.
6. Host community workshops to explain planning process, integration with other Delta planning processes and progress toward milestone achievements.

Environmental Services

Environmental analysis, review and documentation: The Delta Plan will serve as the overarching Delta planning document to identify comprehensive solutions addressing the coequal goals and the enhancement of the Delta as an evolving place. As such, program-level environmental review and evaluation will be needed and mitigation identified. The Contractor will complete this environmental review pursuant to the following:

- a. California Environmental Quality Act
- b. National Environmental Protection Act (necessary to obtain federal approval under CZMA or equivalent)
- c. State and federal Endangered Species Act and legal decisions related to Delta pumping
- d. All other relevant environmental regulations or permits required for the support of the Delta Plan

The Contractor will use the completed environmental review as the basis for preparation and completion of a programmatic EIR/EIS for the Delta Plan.

DELIVERABLES

The work to be performed under this contract will be done according to task order. Each task order will provide the details required for the deliverables with instructions for presentation and support of the requested product. Where applicable, deliverables must be provided electronically as well as in other appropriate formats.

The Contractor(s) will be responsible for, but not limited to, the following services within the project management, technical and specialty areas listed above:

1. Develop an overall work plan which includes, project budgets, needed resources, schedules and dispute resolution. Ensure report on cost, schedule, and resources are compared to established baselines and provide corrective action and notification when variances occur.
2. Develop content for the Delta Plan.
3. Draft white papers and issue papers.
4. Make policy recommendations and complete technical and policy issues analysis.
5. Respond to Delta Plan Team requests and direction in developing the Delta Plan.
6. Create comparison tables.
7. Participate in or facilitate technical and policy workshops.
8. Organize and lead panel discussions of technical and policy experts at Council meetings.
9. Provide progress reports to Delta Plan Team.
10. Prepare draft responses to comments/questions.
11. Develop various GIS-based maps and analysis in hard copy and electronic formats.
12. Coordinate with Delta Plan Team and provide support, when required, for technical engineering reviews, value engineering reviews, environmental reviews, and project reliability.
13. Final Delta Plan and environmental documents of professional quality, appropriate number of copies.

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Exhibit A

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CONTACT INFORMATION

The Contract representatives during the term of this agreement will be:

Department of Water Resources**(Name of Selected Contractor)**

Terry Macaulay
650 Capitol Mall, 5th Floor
Sacramento, CA 95814
Phone: (916) 445-5825
Fax: (916) 445-7297
Email:
terry.macaulay@calwater.ca.gov

(Name)
(Street Address)
(City, State Zip Code)
Phone:
Fax:
Email:

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

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM REQUIREMENTS

- A. The State of California's mandated DVBE Participation Program is an element of this contract and shall be included in all future contract amendments. DVBE program requirements may be required relevant to specific Task Orders and will be at the discretion of DWR to be determined on a Task Order-by-Task Order basis. Amendments to Task Orders with DVBE requirements shall also be subject to continued DVBE subcontracting requirements.
- B. DVBE Program Participation Goals of 3 percent have been set for this contract effort and will be the goal of each Task Order issued.
- C. The determination to include DVBE Program application within a Task Order will be made after consultation between the Department SB/DVBE Advocate and DWR program and/or project manager responsible for the contract. When a decision is made to include DVBE program requirements, the Consultant shall undertake DVBE program steps/activities necessary to fulfill requirements of the State's DVBE Participation Program.
- D. Exhibit F, DWR, DWR 9262 DVBE Participation Program Requirements for Request for Qualifications and Exhibit F, Attachment I, DWR 9626a DVBE Program Documentation and Instructions for RFQ includes forms and instructions for completing program requirements.
- E. When determined inapplicable, DWR will formally exempt DVBE Program requirements related to that Task Order, or DGS approved Task Order, through DWR's formal DVBE program exemption process. The Consultant shall have no further DVBE Program obligation relative to that specific Task Order.

**ARCHITECTURAL & ENGINEERING CONTRACTS
SAMPLE TASK ORDER**

TASK ORDER NO.

Contractor:

Request for Services under Standard Agreement No. 460000XXXX

Dated:

DESCRIPTION OF TASK:

Provide a one or two sentence summary of work to be performed under this Task Order. Only tasks that fit within the original scope of work may be assigned by a task order.

SCOPE OF WORK:

A. Detailed description and location of service being requested – may include several separate subtasks which are related to completing the main project or task. For example:

- 1. Contractor will conduct a site visit to the five (5) repair sites to document the existing conditions, surrounding land uses, and view the construction areas.*
- 2. Contractor will prepare a brief description of the project (including defining the repairs to five (5) sites along the Santa Ana Pipeline (SAPL). This brief description will provide sufficient information to allow for the determination that the SAPL Repairs Project does qualify for a CEQA Exemption.*
- 3. Based on the description of activities to be conducted during the proposed repairs, Contractor will conduct a brief analysis of potential construction-related air quality, noise, traffic, biology, and land use impacts to provide technical documentation that impacts would be short-term, temporary, and less than significant. This documentation will be provided in the form of a brief report for inclusion in the CEQA Exemption documentation.*
- 4. Per CEQA Guidelines, Contractor will prepare a Notice of Exemption (NOE) along with the technical documentation described in Tasks 1 through 3 (above). The NOE will be supported with a Technical Memorandum that will use the documentation described in Tasks 1 through 3 (above) to ensure the proposed SAPL Repairs Project is not subject to the six (6) exceptions previously provided by Contractor. The Technical Memorandum will ensure that even if none of the six (6) exception factors is present and a categorical exemption clearly applies, DWR, to be prudent, is creating an evidentiary record of its exemption analysis to be cited in the event of litigation.*

B. State-provided information, requirements and/or services, if any. For example:

DWR will conduct necessary permitting and construction monitoring activities associated with the Santa Ana Pipeline Repairs Project after completion of Tasks 1 through 4 above).

C. Deliverables and Milestones For example:

This task order includes five (5) deliverables. These deliverables are:

1. Report containing analysis of technical areas (i.e., air quality, noise traffic, biology, and land use)
2. Draft Technical Memorandum in support of a CEQA Categorical Exemption
3. Final Technical Memorandum in support of a CEQA Categorical Exemption
4. Draft Notice of Exemption Form
5. Final Notice of Exemption Form

SCHEDULE*:

When services are to begin and end. Include when deliverables (if any) are due. For example:

The work will be performed in accordance with the following schedule. This schedule is based upon time relative to notice to proceed:

TASK	TIME FRAME (if actual date is unknown)	DATE (if dates are known)
Technical Issue Analysis	Within four (4) weeks of notice to proceed	June 3, 2008
Draft Technical Memorandum	One (1) week after completion of technical analyses	June 10, 2008
Final Technical Memorandum	One (1) week after receiving DWR's comments	June 24, 2008
Draft Notice of Exemption Form	One (1) week after completion of technical analyses	June 10, 2008
Final Notice of Exemption Form	One (1) week after receiving DWR's comments	June 24, 2008

DETAILED COSTS*:

Contractor shall invoice all services according to Exhibit B, Attachment 1 of the base contract. The total amount of this Task Order shall not exceed \$. Please see the attached (or below) for budget cost details.

Give as much detail as possible including travel and per diem costs. For example:

100 hours x 2 engineers @ \$150 an hour = \$30,000

Airfare - \$125 x 2 = \$250

Hotel - \$84 x 2 = \$168

TOTAL = \$30,418

***NOTE:**

Should Contractor anticipate that additional money or additional time is needed to complete this Task Order, the Contractor shall notify the DWR Contract Manager in writing at least **## (recommended minimum of 20 days - to be filled in by DWR Contract Manager)** business days prior to the depletion of funds or expiration of this Task Order in order to begin an amendment to this Task Order. No further services are to be provided from the time funds are depleted until the Task Order Amendment has been approved. In addition, no services shall be performed after the expiration date.

CONTRACTOR STAFFING:

List the type of personnel needed and how many of each is needed. For example:

1. KEY PERSONNEL

Identification of key contractor personnel working on this Task Order shall be specified and coordinated with the DWR Task Order Manager **##** days prior to start of work.

2. SUBCONTRACTING

All potential subcontractors shall submit professional biographies, resumes, and other information that demonstrates skills and experience of each member as they relate to the scope of this task order **##** days prior to start of work for DWR approval.

CONTACT PERSONS:

DWR's Task Order Manager:

Name
Street Address
City, State, Zip Code
Phone
Fax
Email

Contractor's Task Order Manager:

Name
Street Address
City, State, Zip Code
Phone
Fax
Email**AUTHORIZED SIGNATURES:**

Contractor and State agree that these services will be performed in accordance with the terms and conditions of Standard Agreement Number 460000XXXX.

STATE OF CALIFORNIA
Department of Water Resources**(CONTRACTOR)**

(Name of Task Order Manager)
Task Order Manager

Date

(Contractor's Contact)

Date

(Name of Contract Manager)
Contract Manager

Date

BUDGET DETAIL AND PAYMENT PROVISIONS

- I. **INVOICING AND PAYMENT:** Contractor shall submit three (3) 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 which work has not been approved and will return the invoice as a disputed invoice to the Contractor.**

Invoices shall be submitted not more than **monthly**, in arrears, bearing the contract number. Small business contractors **must** identify their certified small business status on the invoice.

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

Terry Macaulay
John Moss Federal Building
650 Capitol Mall, 5th Floor
Sacramento, CA 95814

Submit one (1) additional copy of each invoice simultaneously to the DWR Accounting Office at the following address in order to expedite approval and payment:

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

Undisputed invoices shall be **paid** within 45 days of the date received by the Contract Manager and/or the Accounting Office, whichever date occurs later.

- II. **BUDGET CONTINGENCY CLAUSE:** If the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

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

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

RFQ No. 10046207
Exhibit B, Attachment 1

RATE SHEET

Rates are to be provided in a separate sealed envelope by applicant at time of interview. The rate envelope provided at interview will only be opened after the most qualified has been determined and only the envelope of the most qualified will be opened.

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

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

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

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

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

Contract Analyst
Jessica Rivera
(916) 653-7133

**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.

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. CONFLICT OF INTEREST:
 - a. Current and Former State Employees: Contractor should be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.
 - (1) Current State Employees: (PCC §10410)
 - (a) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
 - (b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
 - (2) Former State Employees: (PCC §10411)
 - (a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
 - (b) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the

proposed contract within the 12-month period prior to his or her leaving state service.

RFQ No. 10046207

Exhibit D

Page 3 of 3

b. Penalty for Violation:

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

c. Members of Boards and Commissions:

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

d. Representational Conflicts of Interest:

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

e. Financial Interest in Contracts:

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

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

f. Prohibition for Consulting Services Contracts:

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

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, has been attached and labeled as Attachment I. Contractor's designated headquarters for the purpose of computing such expenses shall be: _____.
3. CERTIFICATE OF INSURANCE:

General Provisions Applying to All Policies

- a. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply to the original terms of the contract.
- b. Policy Cancellation or Termination & Notice of Non-Renewal – Insurance policies shall contain a provision stating coverage will not be cancelled without 30 days prior written notice to the State. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- c. Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- d. Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- e. Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- f. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- g. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.

Insurance Requirements

- h. Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the 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.
- i. 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.
- j. Professional Liability – Contractor shall maintain Professional Liability covering any damages caused by a negligent error, act or omission with limits not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this contract was executed or before the beginning of contract work.

Insurance certificates must have an original signature and contain the Agreement number.

Subsequent renewals of the insurance certificate shall be sent to the **Department of Water Resources, A&E Service Agreement Section, 1416 Ninth Street, Room 406-10, Sacramento, California 95814**. This name and address shall appear on the certificate as the certificate holder.

4. PERMITS AND LICENSES: 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. POLITICAL REFORM ACT: Contractor shall comply with the language stated in the Standard Contract Provisions Concerning the Political Reform Act, Attachment 2. Contractor shall file a Statement of Economic Interests (Fair Political Practices Commission Form 700) upon assuming office, annually, and within 30 days after leaving office.
6. CONTRACT AMENDMENTS – DVBE PROGRAM REQUIREMENTS: Disabled Veteran Business Enterprise (DVBE) program requirements shall be included and made a part of any subsequent contract amendment(s) when DVBE program requirements were included as part of the Department's original solicitation/contract effort. DVBE participation program goals (3 percent) are extended through the amended contract termination date and include any additionally encumbered funds that are a result of the contract amendment. The 90-Day and Final DVBE Subcontracting Activity Report shall be included in all subsequent contract amendment(s). Contractor shall be responsible for continued program compliance and reporting.
7. 90-DAY AND FINAL DVBE SUBCONTRACTOR ACTIVITY REPORTS

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

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

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

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

Reports shall be made using the DVBE Activity Report Form, Attachment 3. ***All reports shall be made to both the Department of Water Resources DVBE Advocate and the Project Manager for the contract as follows:***

Mail Reports to:

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

Department of Water Resources
Terry Macaulay
John Moss Federal Building
650 Capitol Mall, 5th Floor
Sacramento, CA 95814
Fax Number: (916) 445-7297

8. USE OF A FOREIGN LANGUAGE IN PUBLIC SERVICES: If Contractor's duties include public information, public outreach, or rendering of services to the public whereby contact is made with a substantial number of non-English speaking persons, Contractor shall employ a sufficient number of qualified bilingual persons in public contact positions to ensure provision of information and services in the languages of the non-English speaking persons.
9. 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 4. Also a Nondisclosure Certificate, Attachment 5, must be signed by all personnel with access to Confidential and Sensitive Information and submitted to the Department prior to being allowed such access.

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 or 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
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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 9 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.

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 50 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 55 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.

California Department of Water Resources**Standard Contract Provisions Regarding
Political Reform Act Compliance****1. POLITICAL REFORM ACT REQUIREMENTS:**

- a. **Form 700 Disclosure:** The Department of Water Resources (DWR) considers that the Contractor, subcontractor(s), and/or their key staff may be a consultant, i.e., a public official, within the meaning of the Political Reform Act, specifically Government Code §82048 and Title 2, California Code of Regulations §18701. Accordingly, when notified by DWR, such persons shall complete and submit to DWR's Personnel Officer a Form 700, Statement of Economic Interests, within 30 days of the earlier of the date work commences or the effective date of this agreement. The Contractor shall then file the Form 700 annually and will advise DWR if changes in key staff or duties occur. A leaving office statement must also be filed upon completion of all contract assignments. The financial interests disclosed shall be for DWR Disclosure Category 1. Contractors may access the Form 700 on the Fair Political Practices Commission website at www.fppc.ca.gov. Any questions regarding completion of the Form 700 should be addressed to the FPPC at its website or at (866) 275-3772 (866/ASK-FPPC).
- b. **Financial Conflict of Interest Prohibition:** Contractor must review the Form 700s filed by its key staff and subcontractors and determine whether, in the light of the interests disclosed, performance under the contract could violate Government Code §87100. Contractor shall notify the Department immediately of any potentially disqualifying conflict of interest. Government Code §87100 provides:
- “No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest.”
- c. **Consequences of Failure to Comply with Political Reform Act Requirements:** Any one of the following shall constitute a breach of this Contract and shall be grounds for immediate termination of this Contract:
- (1) Failure to complete and submit all required Form 700s within the 30-day period as required in paragraph A above, or respond to any request from DWR Personnel Officer for additional information regarding any such Form 700s;
 - (2) Failure to notify DWR of a potentially disqualifying conflict of interest;

- (3) The determination by DWR or the Contractor that any individual, who is a contractor, subcontractor, and/or a key member of their staff, has a financial interest that could result in a violation of Government Code §87100; provided, however, that DWR may opt to waive such breach if Contractor replaces any such individual within two working days after a determination of such financial interest.

California Natural Resources Agency

RFQ No. 10046207
Exhibit E, Attachment 3

Prime Contractor:		DVBE Sub-Contractor:	
Contact Name:		Contact Name:	
Telephone Number:		Telephone Number:	
DWR Contract Number:	460000	DVBE OSDC No.:	
Report Date:		Percent Subcontracted:	
Contract Amount:		Commitment Goal:	

DVBE Invoice or Order Number	Date Service or Commodity Provided	Service or Commodity Provided	Invoice Amount	Date Paid
		TOTAL		

Are you making a Final Report? ☐ Yes ☐ No

Reporting Period: _____ to _____

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

Title: _____

Instructions for Completing the DVBE Activity Report

Contractor:

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

Completing the DVBE Activity Report Form

1. Complete both Prime Contractor and DVBE Contractor Information; provide contact names and telephone numbers.
2. Identify the contract number associated with this report.
3. Provide the DVBE contractor's Department of General Services 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, shown in dollars. This dollar amount will be equal to the percent of the total contract amount for which you have agreed to sub-contract with the DVBE contractor.
6. Both the percent value and the commitment goal must agree with DWR 9626a, DWR DVBE Program Documentation for RFQ, submitted by the awarded firm.
7. Provide the subcontracting transaction information: Identify invoice or order numbers, dates the service or commodities were provided, the type of service or commodities provided by the DVBE, the amount invoiced and the date paid. Provide the total transaction amount(s) for this report.
8. The Department may request copies of paid invoices. If so, include copies of invoice(s) with submittal of this report.
9. Identify whether this report is a 90-day or final activity report. For 90-day activity reports, identify the report period.
10. Provide a status on the use of the DVBE. Are his/her services needed yet? Will services begin soon? Are the commodities on order? Are commodities needed at a later phase of the contract? If so, identify when they will be required.
11. If the DVBE has not yet been utilized, explain when and how the commitment will be achieved.
12. Provide the authorized signature and title.

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

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 Stat 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.

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 4 of Contract No. _____ between _____ and the California Department of Water Resources. I hereby agree to be bound by those terms and restrictions. I understand that all Confidential and Sensitive Information, as defined in the **Protection of Confidential and Sensitive Information**, and any notes or other memoranda, or any other form of information, electronic or otherwise that copies or discloses Confidential Information, shall not be disclosed to anyone other than in accordance with the **Exhibit E, Attachment 4**. 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: _____

REMOVE DVBE FORMS 9526/9526A WHEN SOLCITIATION IS DVBE EXEMPT.

CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

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

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

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

INTRODUCTION

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

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

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

PROGRAM DEFINITIONS

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

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.

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DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)

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

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

DVBE INCENTIVE

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

DVBE PROGRAM COMPLIANCE OPTIONS

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

COMMITMENT TO FULL DVBE PARTICIPATION

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

COMMITMENT

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

OPTION 1 – BIDDER IS CERTIFIED DVBE

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

OPTION 2 – NON-DVBE BIDDER

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

DWR EXHIBIT E ADDITIONAL PROVISIONS - DVBE LANGUAGE

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

Contract Amendments – DVBE Program Requirements

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

Contract Audits

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

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DVBE Quarterly Reports

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

DVBE INCENTIVE

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

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

As applicable:

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

BUSINESS UTILIZATION PLAN (BUP)

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

DVBE PROGRAM COMPLIANCE NOTIFICATION

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

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

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

Other State and Federal Agencies and Local Organizations

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

To begin your search:

- 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.

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- 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.

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

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

ADDITIONAL RESOURCES AND INFORMATION

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

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ATTACHMENT 1 - DOCUMENTATION OF DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

BIDDER IS ADVISED TO READ INSTRUCTIONS CAREFULLY.

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

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

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

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

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

OPTION 1: I am a certified DVBE firm bidding this solicitation as a prime firm and as such, my commitment is at least three percent.

OPTION 2: I am not a certified bidder but I have committed to meeting DVBE participation of at least 3 or more percent.

OPTION 3: I am submitting a copy of our firms' "Notice of Approved DVBE Business Utilization Plan" (BUP)

INSTRUCTIONS FOR DOCUMENTING DVBE PROGRAM REQUIREMENTS

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

ATTACHMENT 1 - "DOCUMENTATION OF DVBE PROGRAM REQUIREMENTS"

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

ATTACHMENT 2 – BIDDER CERTIFICATION OF DVBE PARTICIPATION

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

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

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS, STD. 843

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

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ATTACHMENT 2 – BIDDER CERTIFICATION OF DVBE PARTICIPATION

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

SECTION 1 - PRIME BIDDER BUSINESS INFORMATION					
FIRM NAME					
FIRM CONTACT					
STREET ADDRESS					
CITY		STATE		ZIP	
FIRM TELEPHONE		FAX#:			
EMAIL				FEIN#	
SECTION 2 - IDENTIFY THE SERVICES OR COMMODITIES TO BE PROVIDED BY THE SELECTED DVBE FIRM(S)					

SECTION 3 - IDENTIFY YOUR FIRM'S DVBE COMMITMENT	
☐	I HAVE COMMITTED 3 PERCENT TO THE DVBE FIRM(S) LISTED BELOW
☐	I HAVE COMMITTED GREATER THAN THREE PERCENT. PERCENT COMMITTED: ____%
☐	I HAVE COMMITTED THE AMOUNT SPECIFIED IN THE SOLICITATION DOCUMENT. PERCENT COMMITTED: ____%

Printed Name of Authorized Representative	Signature of Authorized Representative	Date
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SECTION 4 - DVBE FIRM INFORMATION					
FIRM NAME					
FIRM CONTACT					
STREET ADDRESS					
CITY		STATE		ZIP	
FIRM TELEPHONE		FAX#:			
EMAIL				DGS OSDS CERTIFICATION #	

Printed Name of Authorized DVBE Representative	Signature of Authorized DVBE Representative	Date
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Question and Answers for Bid #10046207 - Delta Stewardship Council – Delta Plan

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Feb 4, 2010 7:00:00 AM PST