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I. Purpose and Description of Services

The California Department of Water Resources (DWR) is soliciting Statements of Qualifications (SOQ) from firms providing engineering support and earth science services with experience in Delta levees and conducting risk analyses. Only one firm will be selected, which will have the responsibility of performing all technical activities. This will include appropriate coordination, quality control, and study management. The highest qualified firm will be tasked starting this fiscal year. Firms submitting SOQ's may be joint ventures, may use subcontractors or their own staff, or a combination thereof to provide these services.

The firm selected may be required to work independently and/or with other professionals, but always at the direction of DWR and on as-needed task order assignments. The anticipated term of this agreement is for a three-year period effective upon signature or a later date, if identified in the contract.

The complete Scope of Work is attached as Exhibit A.

II. Pre-Bid Mandatory Meeting

Department of Water Resources
Division of Flood Management
3310 El Camino Avenue, LL 50
Sacramento, CA 95821
November 21, 2005, 9:30 a.m. – 11:30 a.m.

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

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

Prospective bidder(s) attending this pre-bid conference will receive information regarding the bid. In the event a prospective bidder is unable to attend a mandatory pre-bid conference, an authorized representative may attend on the prospective bidder's behalf. If this is not an option available to you, please contact the DWR representative for possible alternative accommodations. The representative may sign in for **only** one (1) Company.

The pre-bid conference shall be the sole forum for addressing questions regarding bid and contract requirements. If appropriate, DWR may issue an

Addendum to this IFB as a result of items discussed at the pre-bid conference.

REASONABLE ACCOMMODATION

For the prospective bidders who need assistance due to physical impairment, reasonable accommodation will be provided by DWR upon request for this pre-bid conference. The Bidder must call Diane Lewis assigned to the RFQ at (916) 574-0630 no later than close of business on the fifth working day prior to the scheduled date and time of the pre-bid conference to arrange for reasonable accommodation.

III. Statement of Qualification Requirements

- A. The SOQ should contain, at a minimum, sufficient information for an objective evaluation of the criteria described in Part IV, Selection Criteria and Evaluation. The following items, and other items that the applicant considers appropriate, should be included:
 - 1. Introduction and brief statement of understanding by the applicant(s).
 - 2. Qualifications and experience in the civil engineering and earth sciences fields (at least one key member of the team must be licensed as a California professional civil engineer, and all other key personnel must possess either a professional engineering license, or education and professional experience which qualifies them as experts in their field).
 - 3. Designation of a lead person for the contract.
 - 4. References for work completed in the last three years.
 - 5. Availability of staff to support the Scope of Work. Staff must be available in the Sacramento area for all coordination and review activities.
 - 6. Information on successfully completed Delta levee work and risk analyses that required the application of engineering principles and expertise.
 - 7. Resumes of all key personnel that would be provided in conjunction with this contract.
- B. Printed company literature that serves to substantiate qualifications or that provides other pertinent data may be included.

IV. Selection Criteria and Evaluation

- A. Professional excellence of the firm in relation to the work to be performed.

- B. Reliability and continuity of engineering and earth science services.
- C. Demonstrated competence and ability.
- D. Experience with Delta levees and the potential hazards involved.
- E. Specialized experience in performing detailed risk analyses.
- F. Ability to meet work schedules and availability of pertinent staff.
- G. Nature and quality of completed work.
- H. Reliability of firm and continuity of proposed firm's staff and subcontractors with firm.
- I. Firm's workload and demonstrated ability to meet schedules.
- J. Location of firm office(s) for project coordination and services.
- K. At the time of SOQ review, each SOQ will be checked for the presence or absence of required information in conformance with the submission requirements of this RFQ.
- L. A panel of Department of Water Resources (DWR) personnel will evaluate the SOQs in accordance with the stated Selection Criteria and areas of knowledge and experience. A discussion 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. If any presentations are to be required of an applicant, it will be the responsibility of the applicant. No reimbursement will be made by DWR.
- M. After the evaluations and discussions have been completed, the applicants will be ranked and DWR will negotiate, beginning with the most qualified applicant, a price that is fair and reasonable to the State, which shall include submission of a separate schedule of hourly rates and all associated costs. If DWR is unable to successfully negotiate an 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, DWR may elect not to award the contract.
- N. Unsuccessful applicants will be notified as soon as possible by DWR following award of the contract.

V. Submission of Statement of Qualifications

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

Mail:

Department of Water Resources
Division of Flood Management
Attention: Diane Lewis
3310 El Camino Avenue, LL 60
Sacramento, CA 95821
Phone: (916) 574-0630

Hand Delivery:

Department of Water Resources
Division of Flood Management
Attention: Diane Lewis
3310 El Camino Avenue, LL 60
Sacramento, California 95821
Phone: (916) 574-0630

- B. The SOQs must be received by 3:00 p.m. on Monday, December 5, 2005. Envelopes should be clearly labeled: “**Statement of Qualifications, No. 10103410 DO NOT OPEN UNTIL 3:00 PM ON MONDAY, DECEMBER 5, 2005.**” SOQs received after the due date and time will be returned unopened to the submitting party.
- C. DWR is not responsible for any costs incurred by the applicants for preparation of SOQs. All materials 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.
- D. An SOQ may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject all 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.
- E. An individual who is authorized to bind the firm contractually shall sign the Potential Qualifying Firms Certification Sheet (see page 10). The signature must indicate the title or position that the individual holds in the firm. An unsigned certification sheet shall be rejected and deem the SOQ nonresponsive.
- F. 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 above paragraph. An applicant may thereafter submit a new SOQ prior to the SOQ submission deadline. SOQ’s may not be withdrawn without cause subsequent to SOQ submission deadline.

- G. 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.
- H. 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 to the RFQ requirements.
- I. Applicants must supply their correct legal name (associated with the federal identification number) and their mailing address, telephone number, and the individual with whom to communicate if further information is needed by DWR on the Potential Qualified Firms Certification Sheet.

VI. Time Schedule

- A. RFQ published (CSCR & A/E CIN) October 31, 2005
- B. Mandatory Pre-Bid Meeting November 21, 2005
- C. Submit SOQ December 5, 2005
- D. Completion of DWR review of SOQ December 16, 2005
(estimated date)
- E. Completion date for contract negotiations February 21, 2006
(estimated date)
- F. Contract approval April 20, 2006
(estimated date)

VII. Contract Obligations

- A. Contractor may be required to review and analyze proprietary and confidential information of DWR. Contractor shall preserve the confidentiality of such information and shall not make any disclosure to any third party without the written permission of DWR.
- B. All performance under the agreement shall be completed on or before the termination date of the agreement unless mutually amended.
- C. No oral understanding or agreement shall be binding on either party.

- D. The selected candidate, upon award of contract, shall provide a completed Payee Data Record (STD. 204).
- E. The following documents, when completed and approved, along with the resume(s) will comprise the contract (sample contract starting on page 13):
 - 1. The contract shall be written on a Standard Agreement (STD. 213).
 - 2. The description of work to be performed is outlined in Exhibit A, Scope of Work. A sample task order is made a part of Exhibit F.
 - 3. Invoicing and Payment provisions are outlined in Exhibit B, Budget Detail and Payment Provisions.
 - 4. General Terms and Conditions are outlined in Exhibit C. The State's General Terms and Conditions (GTC) are non-negotiable. The GTC may be viewed at Internet site <http://www.ols.dgs.ca.gov/standard+language>.
 - 5. Special Terms and Conditions for the Department of Water Resources are outlined in Exhibit D.
 - 6. Travel and per diem expenses shall be included in the final contract cost (Exhibit E, Attachment I). The selected engineering consultant shall comply with the Political Reform Act Requirements (Exhibit E, Attachment II).

VIII. SOQ Conditions

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

- A. Upon contract award, all documents submitted in response to this RFQ will become the property of the State of California and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
- B. Evaluations will be available for public inspection at the conclusion of the selection and award process.
- C. Nothing in the RFQ shall require the contract to be awarded.

IX. Disabled Veteran Business Enterprise Requirement

The selected contractor must comply upon notice of intent to award. See DVBE package (Exhibit E, Attachment 3) for specific requirements.

X. Small Business Preference

The small business preference is not applicable for RFQ solicitations because the cost is negotiated with the most qualified individual or individuals associated with a firm. However, DWR encourages small businesses to participate in the RFQ process.

For questions regarding the small business preference or related issues, contact Lorie Hall, Small Business Advocate, at (916) 651-9705, or e-mail her at hall@water.ca.gov.

PAYEE DATA RECORD

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

1	<p>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.</p> <p>NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.</p>
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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	<p>PAYEE ENTITY TYPE</p> <p>CHECK ONE BOX ONLY</p> <p><input type="checkbox"/> PARTNERSHIP</p> <p><input type="checkbox"/> ESTATE OR TRUST</p> <p><input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR</p>	<p>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):</p> <table border="1" style="width: 100%; height: 40px; border-collapse: collapse;"> <tr> <td style="width: 5%;"></td><td style="width: 5%;"></td> </tr> </table> <p>CORPORATION:</p> <p><input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)</p> <p><input type="checkbox"/> LEGAL (e.g., attorney services)</p> <p><input type="checkbox"/> EXEMPT (Non-profit)</p> <p><input type="checkbox"/> ALL OTHERS</p> <p><input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR</p> <p>ENTER SOCIAL SECURITY NUMBER:</p> <table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 5%;"></td><td style="width: 5%;"></td> </tr> </table> <p style="font-size: small;">(SSN required by authority of California Revenue and Tax Code Section 18646)</p>																																									<p>NOTE:</p> <p>Payment will not be processed without an accompanying taxpayer I.D. number.</p>

4	<p><input type="checkbox"/> California resident – Qualified to do business in California or maintains a permanent place of business in California.</p> <p><input type="checkbox"/> California nonresident (see reverse side) – Payments to nonresidents for services may be subject to State income tax withholding.</p> <p style="margin-left: 20px;"><input type="checkbox"/> No services performed in California.</p> <p style="margin-left: 20px;"><input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.</p>
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5	<p>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.</p>		
	AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)		TITLE
	SIGNATURE	DATE	TELEPHONE ()

6	<p>Please return completed form to:</p> <p>Department/Office: <u>Department of Water Resources</u></p> <p>Unit/Section: <u>Division of Flood Management</u></p> <p>Mailing Address: <u>3310 El Camino Avenue, LL 60</u></p> <p>City/State/Zip: <u>Sacramento, CA 95821</u></p> <p>Telephone: <u>(916) 574-0630</u> Fax: <u>(916) 574-0680</u></p> <p>E-mail Address: <u>dlewis@water.ca.gov</u></p>
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PAYEE DATA RECORD

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

1	<p><u>Requirement to Complete Payee Data Record, STD. 204</u></p> <p>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.</p> <p>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.</p>						
2	<p>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.</p>						
3	<p>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).</p> <p>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).</p>						
4	<p><u>Are you a California resident or nonresident?</u></p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <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	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>						
6	<p>This section must be completed by the State agency requesting the STD. 204</p>						
	<p><u>Privacy Statement</u></p> <p>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.</p> <p>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.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact</p>						

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:

___ Potential Qualified Firms Certification Sheet

___ References

Please submit the following items if awarded contract:

___ Payee Data Record (STD 204) (if not currently on file with DWR)

___ Contractor Certification Clauses, CCC 1005, **signed**

___ Certificate of Insurance

The selected contractor will be required to submit the following documentation within 30 days of selection:

___ "DVBE Program Bidder Requirements for RFQ" Documentation

___ DVBE Advocate's Notification of Compliance

Please return this checklist with your SOQ.

POTENTIAL QUALIFIED FIRMS - CERTIFICATION SHEET
Engineering Support and Earth Science Services - RFQ No. 10103410

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 in duplicate with original signatures. The SOQ must be transmitted in a sealed envelope in accordance with all SOQ instructions.

- A. **Our 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 MAY BE CAUSE FOR REJECTION <<<

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> 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 <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> 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 OSBCR, 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. This Potential Qualified Firms – Certification Sheet shall be completed and submitted in accordance with the SOQ requirements.
 - B. The bidder is responsible for reading, understanding and completing any or all of the attachments that follow behind the RFQ.
 - C. Your signature on this document certifies that you complied with all the RFQ requirements.
- (1), (2), (2a), and (3) must be completed and 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) Must be completed and are self-explanatory.
- (16) Refer to the Small Business and DVBE definitions for further information.

REFERENCES

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

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

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

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

Statement if no references available:

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
- Exhibit B – Budget Detail and Payment Provisions _____ pages
- Exhibit C – General Terms and Conditions _____ pages
- Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement) _____ 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

Exempt per:

SCOPE OF WORK

Contractor agrees to provide services to the California Department of Water Resources (hereafter Department), Division of Flood Management's Delta-Suisun Marsh Office, as described herein.

PART I. GENERAL INFORMATION

A. Definition

Where the term "Delta" occurs in this document, it is taken to be the area defined in Section 12220 of the Water Code.

B. Background

There are approximately 1,115 miles of levees protecting 700,000 acres of lowland in the Sacramento-San Joaquin Delta. In the Suisun Marsh, there are approximately 230 miles of levees protecting over 50,000 acres of marsh land. Only about a third of the Delta levees (385 miles) are Project Levees, which are part of an authorized federal flood control project of the Sacramento and San Joaquin River systems that are eligible for United States Army Corps of Engineers rehabilitation. However, the vast majority of Delta levees, over 730 miles, and all of the Suisun Marsh levees are non-project (local) levees. Local levees were constructed, enlarged, and maintained over the last 130 years by local reclamation districts. In general, the levee work by these districts is financed by the owners of the lands within the levees. In the last 30 years or so, the State of California has provided supplemental financing for levee maintenance and emergency response.

Many of the local levees in the Delta started out as 3 to 5-foot-high dikes of peat over a century ago. Modern engineering analyses and techniques were not available during the initial construction of the levees, which generally rest on the original marsh soils. Over time, the weight of the levees compressed and displaced the soft, organic soils beneath them. In addition, the organic soils within the island interiors oxidized and were removed by wind over time, resulting in the land surface significantly subsiding. As a result, the levees have to be continually raised and broadened, which commonly initiates further settlement, embankment cracking, and loss of freeboard. This process will continue until the levees and their foundations stabilize, and many reaches have not yet stabilized to date. Delta levees today are now commonly 15 to 20 feet high, and often protect island interiors that are 10 to 15 feet below sea level. Permeable lenses in the levee and foundation, together with historic relics such as abandoned pipes and constant burrowing by various mammals, result in seepage distress and internal erosion.

During the last century, there have been 162 Delta levee failures leading to island inundations. In many cases, the flooding of the islands has been extremely costly to both local residents and

farmers, and to the State as a whole. Levee failures in the Suisun Marsh have also occurred with significant impacts to local and State-wide interests. In February 1998, 11 exterior levee breaches in the Suisun Marsh resulted in the inundation of over 22,000 acres and threatened both the State Water Project (SWP) and Central Valley Project (CVP) facilities.

California has an immense interest in maintaining many of the Delta levees, in part because the Delta is a source of drinking water for about two out of every three Californians. In addition, there are important critical environmental, agricultural, and recreational benefits in the region. There are also extensive infrastructure and capital investments in the Delta, ranging from houses, businesses, and towns to State highways, rail lines, natural gas fields, gas and fuel pipelines, drinking water pipelines (e.g. Mokelumne Aqueduct), and two deepwater ports.

C. Introduction

The Delta is an extensive region that faces ongoing challenges and change. Mount and Twiss (2005) recently summarized the persistent challenges Delta levees face as a result of ongoing subsidence, sea level rise due to climate change, and the further challenges posed by earthquakes and floods. Even recognizing that the rate of subsidence is decreasing, they characterize the Delta levees as a fragile system facing exposure to increasing pressures (hydrostatic forces) that challenge their integrity. Furthermore, seismologists recognize an increasing likelihood of earthquakes. Finally, climate change may increase the frequency of major floods. Taken together, these hazards could have major, Delta-wide impact.

Many CALFED agencies and stakeholders have voiced concern over the need to assess the risks of Delta levee failure, to quantify the resulting consequences of failure, and to develop and implement an appropriate Risk Management Strategy (RMS). As a result, the Department, in conjunction with the CALFED Bay-Delta Program, entered into an agreement (Agreement Number 4600002126) with Jack R. Benjamin & Associates (JBA) in June 2002 to conduct a phased Risk Management Analysis (RMA) that would assess risks, quantify resulting consequences, and formulate an RMS to manage those risks.

JBA submitted a RMA work plan to complete Phase I of the original agreement. However, this phase was developed using only a seismic risk to Delta levees and the resulting water quality consequences to SWP and CVP assets. Early results of the study have shown the vulnerability of the Delta to catastrophic levee failure and its damaging effects to the State's economy. JBA also identified additional hazards and risks to Delta levees, which the Department believes is critical to further study and address.

As stated in the RMA work plan, the goals of the project are as follows:

1. Evaluate the risk and consequences to the State (e.g., water export disruption and economic impact) and the Delta (e.g., levees, infrastructure, and ecosystem) associated with the failure of Delta levees and other assets considering their exposure to all hazards (seismic, flood, subsidence, seepage, sea level rise, etc.) under present as well as foreseeable future conditions. The evaluation should assess the total risk as well as a deaggregation of the risk for individual islands.
2. Propose an acceptable risk criterion for consideration of alternative risk management strategies and for the State's use in management of the Delta and the implementation of risk-informed policies.
3. Develop a Delta Risk Management Strategy (DRMS), including a prioritized list of actions to reduce and manage the risks or consequences associated with Delta levee failures.

D. Scope of Work (SOW)

The State's flood control infrastructure includes, but is not limited to; weirs, bypass channels, project levees, and non-project levees. Understanding the system assets, system risks, causes, and consequence of failure, and establishing methods to mitigate for those consequences, is critical to support all aspects of the flood control system. Through this contract, the Department will obtain needed expertise in a variety of fields to develop a Delta Risk Management Strategy (DRMS) by implementing the goals of the previously developed RMA work plan. This includes, but is not limited to, the following:

- Identification and quantification of risks to Delta levees
- Evaluation of the likely outcomes should the risks become a reality
- Presentations
- Documentation

Location:

- Suisun Marsh east of the Benicia-Martinez Bridge on Interstate 680; and
- Legally defined Sacramento-San Joaquin Delta as defined in Section 12220 of the Water Code

Technical fields may include, but are not limited to, the following:

- Planning
- Modeling
- Earth Science

- Engineering
- Economics
- Environmental Science
- Water Supply
- Water Quality

PART II. WORK REQUIREMENTS

Study Requirements

In accordance with the SOW, the selected engineering firm will provide the Department with specific engineering and earth science services. Required services will be forwarded to the Contractor by the issuance of task orders on an as-needed basis. A sample task order is included as Exhibit F. The Department does not guarantee the amount of work to be assigned under this Agreement.

Study Quality

The engineering firm awarded this contract will provide a Quality Management Plan for all engineering products and will provide a Quality Control Plan for each task order.

Study Review

Each task order will have study review requirements built into the order. Within two weeks of award of a task order, we will meet to review proposed study assignments, methodologies, schedules, and milestones for concurrence. At a minimum, study reviews will be required at mid-study and for the final product review. All reviews will be at the Department's offices in Sacramento unless otherwise agreed to by all parties.

D. Submittals

All reviews will require submittal of supporting documentation commensurate with the level of review being performed. The final product submittal will require all data (telephone memorandums, correspondence, computer modeling, drawings, reports, topography, surveys, etc.) assembled and/or used during the course of each task order assessment and evaluation.

E. Product

Each task order will provide the details required for presentation and support of the requested product. Where practical, provide data in an electronic version on a CD.

F. Backup

Maintain a copy of all study records for 3 years. Before disposal, give the Department the option for retrieval.

G. Payment

Study payments will be made according to milestones established for each task order. Invoicing must be provided within 30 days of completion of each milestone within a task order. Upon final acceptance of a task order study, the remainder of the study costs will be paid.

H. Project Representatives

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

Department of Water Resources:

Name: Bill Burkhard
Phone: (916) 651-7010
Fax: (916) 651-9678

Contractor Name (to be completed on award of contract):

Name:
Phone:
Fax:

I. Governing Codes and Regulations

Selection of the independent consultant or consulting firm from those submitting SOQ's will be in accordance with California Government Code Sections 4525 to 4529.5 and California Code of Regulations, Title 23, Sections 380 to 390.

BUDGET DETAIL AND PAYMENT PROVISIONS

- I. **INVOICING AND PAYMENT:** Contractor shall submit three (3) copies of the invoice to the State only after receiving **verbal** notice of satisfactory completion or acceptance of work by the DWR Contract Manager. **The State will not accept an invoice for 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:

Bill Burkhard
Department of Water Resources
Division of Flood Management
901 "P" Street, 3rd 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:** It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

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

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

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.

Program Contract Coordinator
Diane Lewis
(916) 574-0630

**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 10233, 10308.5 and 10354, the contractor will 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.

b. Penalty for Violation:

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:

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. CERTIFICATE OF INSURANCE: Contractor shall furnish to the State a certificate of insurance stating that there is a professional liability and commercial general liability insurance presently in effect for the Contractor. Professional liability shall not be less than \$1,000,000 per occurrence. Commercial general liability shall not be less than \$1,000.00 for bodily injury and property damage liability combined. The Contractor shall provide required proof of insurance within 10 days of award.

The certificate of insurance must include the following provisions:

- a. The insurer will not cancel the insured's coverage without thirty (30) days' prior written notice to the State.
- b. As respects the General liability insurance, The State of California, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed for the State of California under this contract.
- c. Agreement number

The State of California will not be responsible for any premiums or assessment on the policy.

Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the time of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Department of General Services and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep insurance coverage in effect at all times as herein provided, in addition to any other remedies it may have, State may terminate this Agreement upon the occurrence of such event.

Insurance certificates must have an **original signature**.

Subsequent renewals of the insurance certificate shall be sent to Bill Burkhard, Department of Water Resources, Division of Flood Management, 901 "P" Street, 3rd Floor, Sacramento, CA 95814. This name and address shall appear on the certificate as the certificate holder.

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, Exhibit E, Attachment I, is attached and made a part of this Agreement by this reference. Contractor's designated headquarters for the purpose of computing such expenses shall be _____.

3. **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 report 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 III. ***All reports shall be made to both the Department of Water Resources DVBE Advocate and the Project Manager for the contract as follows:***

Mail or fax Reports to:

Department of Water Resources
DVBE Advocate
1416 Ninth Street, Room 315
P. O. Box 942836 (94236-0001)
Sacramento, California 95814
Fax Number: (916) 653-6476

Department of Water Resources
Bill Burkhard
Division of Flood Management
901 "P" Street, 3rd Floor
Sacramento, California 95814
Fax Number: (916) 651-9678

4. **EVALUATION OF CONTRACTOR:** Performance of the Contractor under this Agreement may be evaluated. At the conclusion of the contract, the evaluation may be prepared on Contract/Contractor Evaluation Sheet, STD. 4 and forwarded to the Contract Services Office where they will be filed. Any negative evaluation may hinder Contractor's eligibility to enter into future agreements with DWR.
5. **POLITICAL REFORM ACT:** Contractor shall comply with the language stated in the Standard Contract Provisions Concerning the Political Reform Act, Exhibit E, Attachment II. 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.

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. on next page.

- 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 34 cents per mile.

Reimbursement for personal vehicle mileage using a specialized vehicle that has been modified to accommodate disabilities is 37 cents per mile.

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, as specified by the DWR, such persons shall complete and submit to the 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, updated both annually and when changes in key staff or duties occur. The financial interests disclosed shall be for 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). A leaving office statement must also be filed upon completion of all contract assignments.
- 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.

Department of Water Resources
DVBE Participation Program Requirements for
Request for Qualifications

State law (Military and Veterans Code, Section 999 and Public Contract Code, Section 10115) establishes a contract participation goal of at least three percent for disabled veteran business enterprise (DVBE). This goal applies to a state agency's overall contracting program. State agencies have the discretion to apply the DVBE participation goal to individual contracts. For the purposes of this solicitation, DVBE participation requirements are included for this contract. This solicitation attachment provides program information and bidder responsibilities for the DVBE Participation Program.

PLEASE READ THESE REQUIREMENTS CAREFULLY. FAILURE TO COMPLY WITH THE DVBE REQUIREMENT ***BY THE SELECTED CONTRACTOR*** SHALL CAUSE THAT CONTRACTOR TO BE DEEMED NON RESPONSIVE AND INELIGIBLE FOR AWARD OF THIS CONTRACT.

Contact the DWR DVBE Advocate for DVBE Participation Program compliance assistance:

Lorie Hall
Department of Water Resources
1416 Ninth Street, Room 315
Sacramento, CA 95814
Voice: (916) 651-9705 / **FAX** (916) 653-6474

DVBE PARTICIPATION PROGRAM COMPLIANCE REQUIREMENTS

SELECTED CONTRACTOR - In order to be considered "responsive" to the DVBE Participation Program requirement, the selected contractor must meet or exceed the three percent (3%) DVBE participation goal for the proposed contract by committing to one of the following:

- (1) Subcontract DVBE services for not less than three percent (3%) of the contract amount: by doing the following:
 - (a) Commit to using a certified DVBE subcontractor for not less than 3 percent of the dollar amount of the contract, **or**

- (b) If the selected contractor is itself a certified DVBE, they must commit to perform at least 3 percent of the contract work with its own forces or in combination with other DVBEs.

OR -

- (2) The selected contractor must demonstrate that they have made a good faith effort to select potential OSDC certified DVBE contractors by completing and documenting the "**Five Steps of the Good Faith Effort**" using DWR Form 9526, Disabled Veteran Business Enterprise Participation Program, Attachment I.

The Department shall make final determination about whether or not the selected contractor's good faith effort is met by evaluating the following factors:

- (a) Contact the DWR DVBE Advocate for assistance in locating potential certified DVBE subcontractors, or review the attached list of potential DVBE subcontractors/ suppliers provided by the Department for this solicitation.
- (b) Contact Local, City or County DVBE organizations for a list of potential DVBE sub-contractors.

Contact other State and Federal Organizations:
DGS/OSDC to identify certified DVBE contractors:

<http://www.dgs.ca.gov/osbcr>

Small Business Administrations/Pro-net has been merged with the Department of Defense Central Contractor Registration (DOD/CCR) database. Access is available only through internet contact. A list of potential firms may be obtained at the following website:

<http://www.ccr.gov>

A daily updated list of DVBEs is available from the State of California, Department of General Services, the Office of Small Business and DVBE Certification (OSDC) on the Internet at:

http://www.osmb.dgs.ca.gov/bis_queries/bis_queries_menu.asp

- (c) Advertise in two publications at least 14 calendar days prior to the bid due date. Select **one trade and one DVBE focused** publication, **or** select publication that is a dual purpose publication. The Department of Water

Resources allows contractors to advertise in a consolidated trade and focus *as long as the “trade” and “focus” paper meets the legal definition.*

NOTE: Only those publications listed in the DGS/OSDC DVBE Resource Packet meet DVBE advertising requirements. DGS/OSDC publishes a list of trade and focus publications to assist bidders in meeting the advertising requirements. To access the on-line DVBE Resource Packet, go to:

<http://www.documents.dgs.ca.gov/pd/dvbe/resource.pdf>

General circulation papers such as the Los Angeles Times and the Sacramento Bee are neither a trade nor focus publications and will not be accepted as valid advertisement efforts.

- (d) Invite identified DVBE Subcontractors/suppliers to bid. Steps (a) through (c) should have produced a list of potential DVBE contractors for solicitation purposes. Allow sufficient lead time to fully entertain and consider responding bids. You must receive responses from a minimum of three certified DVBE subcontractors. These responses must be verifiable by the Department through telephone, fax, or email contact.

If you have exhausted all avenues to attain a DVBE contractor’s response and no response was received, contact the DWR DVBE Advocate for assistance. Include this information in your documentation.

- (e) Consider DVBEs responding to your solicitation for participation in this contract. Consideration should be based upon business reasons and the same criteria must apply to all potential subcontractors/suppliers.

Selected contractors must include a justifiable and verifiable reason DVBE sub-contractors considered were not selected to provide services or commodities.

Per GCC Sections 14837, 148386, 14839, 14842.5, and the Military and Veterans Code, Sections 999, and 999.6, DVBE subcontractors must serve a **commercially useful function** in support of the selected contractor’s services to the Department. Failure of the selected contractor to comply with the definition and detailed requirements for providing a commercially useful function will cause the selected contractor’s to be considered non-responsive and cause for rejection.

FORM 9526 – DOCUMENTING DVBE PARTICIPATION

Attached to this section is the Disabled Veteran Business Enterprise Participation Program (DWR 9526) - Summary of Disabled Veteran Enterprise Participation Program instructions and documentation, Part 1 through Part 3.

These forms are to be completed as the selected contractor(s) complies with the Five Steps of the Good Faith Effort, or when committing to subcontract three percent (3%) to a DVBE firm.

Please read through these documents carefully. These documents fully explain the program requirements and include the forms that must be completed and submitted for review and approval by the DWR DVBE Advocate.

While the State reserves the right to make multiple awards, or a single contract award, as a result of a solicitation, the selected contractor is deemed responsive to this requirement if there is compliance based on award of a single contract.

The selected contractor's efforts to meet the contract goal and/or make a "good faith effort" to meet the goal must be sincere, and the documentation must be sufficient to reasonably demonstrate that sincerity to the State.

FINAL DETERMINATION OF GOAL ATTAINMENT OR "GOOD FAITH EFFORT" BY THE SELECTED CONTRACTOR SHALL BE AT THE STATE'S SOLE DISCRETION.

(1) ATTACHMENT I, PART 1 - SUMMARY OF DVBE PARTICIPATION

This form must be completed when the prime bidder has made a commitment to subcontract with a DVBE contractor/supplier. Identify the proposed DVBE subcontractor, the type of work proposed for DVBE participation, the prime bidder company name, the claimed DVBE value - shown in percent, and the DVBE OSDC certification number.

Regardless of the level of commitment (if less than three percent) the Prime Bidder must complete Part 1 and include all of the above information.

(2) If no commitment has been made to a certified DVBE contractor/supplier, indicate by noting "NONE SELECTED" on the first line of Part 1, Summary of Disabled Veteran Business Enterprise Participation (DWR 9526). Include Part 1 with the documentation of Good Faith Effort at the time of bid submission.

(3) **IMPORTANT:** In order to be counted toward meeting the DVBE participation goal, DVBE contractors must be certified by the DGS, Office of Small Business and DVBE Certification (OSDC) in accordance with the provisions of Title 2, California Code of Regulations Section 1896.94. For certification information, contact DGS at (916) 375-4950, or go to the Internet at the address listed above, or you may request a copy of the DVBE DGS certification letter directly from the

DVBE supplier/contractor. Copy, or copies, of the DVBE certification must be included with the DVBE documentation at the time of Final Bid Submission.

(4) ATTACHMENT I, PART 2 – DOCUMENTATION OF GOOD FAITH EFFORT A

selected contractor's documentation of good faith effort is made using Attachment I, Part 2, Steps 1 – 4 "Documentation of Good Faith Effort". These forms are to be used for commitments of less than three percent, or when no DVBE contractor has been selected to provide services or commodities.

- (a) The selected contractor may copy these forms as needed to comply with program requirements. Bidders must provide all information as identified and shown in Steps 1 – 4.
- (b) The selected contractor may include additional supporting contact documentation as they deem necessary.
- (c) The selected contractor must include copies of their advertisements in Trade and Focus or dual purpose publications.
- (d) The selected contractor must identify services or commodities that serve a "commercially useful function" related to the services requested by the Department.
- (e) The selected contractor must document contact with the awarding department, and other state agencies, and local or county DVBE organizations.
- (f) The selected contractor must document contact with the Department of Defense Central Contractor Registration Database (CCR).
- (g) The selected contractor must include documentation of fax or email solicitations sent to DVBE contractors.
- (h) ATTACHMENT I, PART 3 – CONTRACTOR CERTIFICATION OF DVBE SUBCONTRACTOR SELECTION

When a selected contractor has committed three percent (3%), or less, to a certified DVBE contractor/supplier, Part 3, the Prime Bidder Certification of DVBE Sub-Contractor Selection is completed and signed by both the selected contractor and the DVBE subcontractor. This documentation must be included with the contractor's DVBE documentation at time of final bid submission. Failure to do so will render the bid non-responsive.

USE OF PROPOSED DVBE – If awarded the contract(s), the selected Contractor must use the DVBE subcontractor and/or supplier proposed, unless the selected Contractor

requests substitution for cause to the State in writing. The State must approve any substitutions in writing. At a minimum, the request must include:

- (1) A written explanation of the reason for the substitution;
- (2) A written description of the substitute business enterprise including their business status as: sole proprietorship, partnership, corporation or other entity; and the firms DVBE certification status
- (3) A written notice detailing a clearly defined portion of the work identified as a task and the percentage share/dollar amount that the substitute firm will perform.
- (4) The request for substitution of the DVBE subcontractor/supplier must be approved in writing by the awarding department prior to the commencement of any work by the substituted subcontractor supplier.

THE REQUEST AND THE STATE'S APPROVAL OR DISAPPROVAL IS NOT TO BE CONSTRUED AS AN EXCUSE FOR NONCOMPLIANCE WITH ANY OTHER PROVISION OF LAW, INCLUDING BUT NOT LIMITED TO THE SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT OR ANY OTHER CONTRACT REQUIREMENTS RELATING TO SUBSTITUTION OF SUBCONTRACTORS, TO THE EXTENT APPLICABLE TO THE CONTRACT.

FAILURE TO ADHERE TO THE DVBE PARTICIPATION COMMITMENT BY THE SELECTED CONTRACTOR MAY BE CAUSE FOR CONTRACT TERMINATION AND RECOVERY OF DAMAGES UNDER THE RIGHTS AND REMEDIES DUE THE STATE UNDER THE DEFAULT SECTION OF THE CONTRACT(S).

DVBE PROGRAM DEFINITIONS - For the purpose of this DVBE participation requirement, the following definitions apply:

- (1) "Commercially Useful Function" - meaning the business concern is:
 - (a) Responsible for the execution of a distinct element of the work of the contract; carrying out its obligation by actually performing, managing or supervising the work involved; and performing work that is normal for its business services and function.
 - (b) The business concern is not further subcontracting a greater portion of the work than would be expected by normal industry practices.

- (2) “Disabled Veteran” 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, who is a resident of the State of California.
- (3) “DVBE” is defined as a business enterprise certified by the Office of Small Business Certification and Resources as meeting all of the following:
 - (a) A 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 of more disabled veterans.
 - (b) Managed by, and the daily business operations are controlled by, one or more disabled veterans.
 - (c) A 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.
- (4) “Dual Purpose Publication” – A publication that is meets both the definition of a DVBE contractor/suppliers focus paper, and trade paper.
- (5) “Focus Publication” is one that meets the following criteria:
 - (a) Has a business orientation relating to the trade or industry for which the advertisement is being placed;
 - (b) Is known and used by the member of that trade or industry;
 - (c) Is available within the geographical area in which the advertisement is placed and the services are to be performed.
- (6) “Trade Publication” is one that meets the following criteria:
 - (a) Has the orientation relating to disabled business enterprise(s);
 - (b) Is known and used by the members of the disabled veteran business enterprise community;
 - (c) Primarily offers articles, editorials (if any), and advertisements of business opportunities aimed at disabled veteran businesses; AND
 - (d) Is available within the geographical area in which the advertisement is placed and the services are to be performed.

CONTRACT AUDITS – Contractor agrees that the State or its designee will have the right to review, obtain, or copy all records pertaining to performance of the contract as performance pertains to DVBE requirements. Contractor agrees to provide the State or its representative with any relevant information requested and shall permit the State or its representative access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying

such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. Contractor further agrees to maintain such records for a period of no less than three (3) years after final payment under the contract.

PRE-REVIEW OF DVBE DOCUMENTATION

At the request of the Contractor, the DWR DVBE Advocate for DWR will provide a pre-review of their DVBE documentation to assure program compliance. Submit the documents to the following fax number: (916) 653-6476.

The Department recommends that DVBE documentation be submitted for review as soon as possible, but no later than **3 working days prior** to the bid due date. This gives the Advocate time to review and return the documentation to the Contractor should there be deficiencies that need to be corrected.

Please call (916) 651-9705 when you fax your documentation to alert the DVBE Advocate of your fax.

DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION PROGRAM BIDDER REQUIREMENTS FOR RFQ

IMPORTANT

State Law (Military Veterans Code, Section 999 and Public Contract Code, Section 10115) requires that state contracts have a goal of three (3%) percent participation from the Disabled Veteran Business Enterprise (DVBE) community. DVBE program participation requirements are included in all solicitations exceeding \$10,000, unless waived by the soliciting department.

INSTRUCTIONS FOR COMPLETING FORMS

PLEASE READ ALL INSTRUCTIONS CAREFULLY. If additional space is required for documentation purposes, the selected contractor may include additional sheets as necessary. These additional sheets shall be attached and made a part of the RFQ response.

Part 1 – Summary of Disabled Veteran Business Enterprise Participation

Selected Contractor(s) must complete Part 1, showing all subcontractors and suppliers proposed for DVBE participation, including the selected contractor if they are a certified DVBE.

Selected Contractor(s) must include a copy of the DVBE certification letter issued by the Department of General Services, Office of Small and Disabled Veteran Business Enterprise Certification for each DVBE listed. The Department cannot accept self-certification.

Important note: Selected DVBE contractors must serve a *commercially useful function* in support of performed contract services, California Code of Regulations, Title 2, Section 1896.1(l).

Part 2 – Documentation of Good Faith Effort

Selected Contractor(s) must complete and document the *Five Steps of the Good Faith Effort* when the contractor is unable to secure at least 3% certified DVBE sub-contractor services or commodities. The final submission must include documentation of Trade/Focus advertisements; Federal DOD/CCR contact; state, county and Agency/Department contact; local DVBE organization contact; and DVBE sub-contractor contact documentation.

Part 3 – Prime Contractor’s Certification – Used When Prime Contractor Selects a Certified DVBE Contractor

Selected contractor(s) must fully complete all (Sections I and II) of the “**Prime Contractor Certification of DVBE Sub-Contractor Selection**”. This form must be signed by both business entities and included with the final bid submission.

Part 1 – Summary of Disabled Veteran Business Enterprise Participation

COMPLETE PART 1 WHEN SUB-CONTRACTING ANY PORTION TO A CERTIFIED DVBE CONTRACTOR/SUPPLIER. YOU MUST INCLUDE ALL INFORMATION REQUESTED. MISSING INFORMATION MAY RENDER YOUR BID NON-COMPLIANT. STATE "NONE SELECTED" IF YOUR GOOD FAITH EFFORT RESULTS IN NO COMMITMENT TO A CERTIFIED DVBE SUBCONTRACTOR.

COMPANY NAME – List the name of the company proposed for DVBE participation. If the prime contractor is a DVBE, their name MUST be listed for participation.

CONTRACTING WITH – Show the name of the department or company with which the company listed is contracting.

NATURE OF WORK – Identify the proposed work to be performed or the commodities to be provided by the DVBE prime contractor or sub-contractor(s).

CLAIMED DVBE VALUE/PERCENTAGE – the total claimed value of the DVBE contractor or sub-contractor efforts represented in percentage i.e. 1%, 1.5% 3% etc. – **DO NOT INCLUDE DOLLARS IN THIS COLUMN.**

CERTIFICATION – In order to obtain DVBE participation credit, a certification for each DVBE listed for participation must be on file with the State Office of Small Business and DVBE Certification (OSDC). Selected contractors *must* include DVBE certification as part of their documentation.

	DVBE COMPANY NAME	CONTRACTING WITH	SERVICES PROVIDED OR COMMODITIES SUPPLIED	CLAIMED VALUE (Shown as %)	DVBE/OSDC CERTIFICATION NUMBER
1					
2					
3					
4					
5					
6					

Has the participation goal of three percent (3%) for Disabled Veteran Business Enterprises (DVBE) been achieved?

YES (Complete Part 3) NO (Complete Parts 2 and 3)

PART 2 – DOCUMENTATION OF GOOD FAITH EFFORT
GFE MUST BE COMPLETED IN ITS ENTIRETY WHEN LESS THAN 3% DVBE PARTICIPATION GOAL IS ATTAINED

NOTICE TO PRIME CONTRACTORS:

1. *DWR requires that a minimum of three (3) DVBE sub-contractors be contacted directly and solicited. The Department recommends contacting at least five DVBE contractor/suppliers to increase potential affirmative DVBE responses.*
2. *You must receive a response from the DVBE contractor/supplier, which can be substantiated, for the contact to be considered valid.*
3. *Solicitations to certified DVBE contractor/supplier(s) may be telephoned, mailed, e-mailed, or faxed. Copies of solicitations must be included with the response and all DVBE responses must be fully documented with contact name, time, date, phone number and results of the contact.*
4. *The Department of Water Resources accepts dual purpose (Trade and Focus) publication advertisements. Refer to DGS/Procurement Division's DGS Resource Packet to determine which publication is Trade, Focus, or a dual purpose publication.*
5. *Unless otherwise stated in the Request for Qualifications document, advertisements in these publications must appear a minimum of 14 days.*
6. *DVBE services or commodities subcontracted must provide a “commercially useful function” relative to the services requested by the Department. (Refer to Page 5 of the “DGS Resource Packet” and the California Code of Regulations, Title 2, Section 1896.1(l for clarification).*
7. *The Department's DVBE Advocate will provide a pre-review of DVBE GFE documentation to assure program compliance, if requested. The Advocate will provide contractors with a “Notification of Compliance” to include with their DVBE documentation when fully compliant.*

DWR DVBE ADVOCATE CONTACT INFORMATION:

LORIE HALL
DWR DVBE ADVOCATE
Voice: (916) 651-9705 Fax: (916) 653-6476
Email: hall@water.ca.gov

Sections 1896.63 and 1896.92 of the California Code of Regulations require that the contractor must document that contact was made with the soliciting Department, other State and Federal agencies and other local DVBE organizations to identify potential DVBE sub-contractor opportunities.

PART 2 – DOCUMENTATION OF GOOD FAITH EFFORT

STEP 1 – Contact the Awarding Department - Document at least one contact with the contracting official or the DWR DVBE Advocate to identify potential DVBE sub-contractors for participation in this solicitation. Contact may be by phone, email or at the Department’s mandatory pre-bid meetings.

<u>Individual Contacted</u>	<u>Date of Contact</u>	<u>Time</u>	<u>Email Address</u>	<u>Phone #</u>
DWR DVBE Advocate DWR Contracting Official			hall@water.ca.gov	(916) 651-9705

STEP 2 – Contact Other State and Federal Agencies and local DVBE organizations to identify DVBE contractors – Document at least one contact each: another State agency, the Department of Defense/Central Contractor Registration and at least one local DVBE referral organization to identify potential DVBE sub-contractors for contract participation.

<u>State Agencies</u>	<u>Internet Address</u>	<u>Phone #</u>	<u>Contact Date</u>
DGS - Office of Small and Disabled Veteran Business Certification (OSDC)	http://www.dgs.ca.gov/osbcr	(916) 375-4940	
DVBE Resource Information Packet from OSDC website:	http://www.documents.dgs.ca.gov/pd/dvbe/resource.pdf	(800) 559-5529	

Federal Agency - Note: Department of Defense/Central Contractor Registration (CCR) is currently the only recognized Federal Agency contact; internet contact only

Additional Instructions: You must include evidence of DOD/CCR contact as part of your documentation. This may be done by downloading and printing the website contact information. Select options in the following sequence: First select Search Database; under State, select California; under Zip Code, select 9; under “Other Ownership Data”, select Service Disabled Veteran; under Last Updated, enter 01/01/1900; select “Search Using These Criteria” at bottom of page. Document your contacts and results. Note: Be sure that any subsequent DVBE contractors you consider are *California* certified DVBE businesses before you contact them.

	<u>Internet Address</u>	<u>Contact Date</u>
Central Contractor Registration (DOD/CCR)	http://www.ccr.gov	

Local DVBE Organizations - Listings to locate local DVBE organizations are available in the DGS DVBE Resource Packet on the OSDC website shown above. Include contact documentation with the bid submission.

<u>Agency/Organization Name</u>	<u>Contact Date</u>	<u>Person Contacted</u>	<u>Contact by Fax/Phone/Email</u>	<u>Phone #</u>
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PART 2 – DOCUMENTATION OF GOOD FAITH EFFORT

STEP 3 – The selected contractor must advertise in at least one Trade paper *and* one DVBE Focus paper, *or* in a dual purpose (Trade and Focus) publication. Advertisements must appear in publications over a period of *at least* fourteen (14) days unless otherwise noted in the RFQ document. Access the DGS Resource Packet for publication names at <http://documents.dgs.ca.gov/pd/dvbe/resources.pdf>

PUBLICATION NAME

PUBLICATION DATE(S)

REQUESTED SERVICE/COMMODITY

TRADE:

FOCUS:

DUAL PURPOSE:

EXAMPLE ADVERTISEMENT FORMAT:

NOTE

A COPY OR COPIES OF THE ADVERTISEMENT(S) MUST BE ATTACHED TO PART 2, DOCUMENTATION OF GOOD FAITH EFFORT.

Disabled Veteran Business Enterprises are invited to participate as a potential subcontractor to provide commercially useful commodities or services specific to the Department of Water Resources Bid #567890 for Well Drilling Services located in Northern California.

DVBE contractors are asked to supply water trucks and water transportation services.

Bid Due: Friday, March 28, 2003

Contact: XYZ Company
Sam Smith, General Manager
5678 Ford Street, Sacramento, 95842
Voice: (222) 222-2222 Fax (222) 222-2322
Email: sam.smith@abcnet.com

PART 2 – DOCUMENTATION OF GOOD FAITH EFFORT

COPY THIS FORM AS NEEDED

STEP 4 – Invite potential DVBE businesses to participate in this solicitation process. Identify the DVBE contractor, method of solicitation (Fax, phone, or e-mail), nature of work or commodity requested and solicitation date. You must solicit *at least three* (3) DVBE contractors. Services or commodities requested must provide a commercially useful function to the services requested by the Department.

<u>DVBE CONTRACTOR</u>	<u>METHOD OF SOLICITATION</u>	<u>COMMODITY/SERVICE REQUESTED</u>	<u>SOLICITATION DATE(S)</u>
1.			
2.			
3.			
4.			
5.			

STEP 5 – List the DVBE contractors who responded to your advertisements and solicitations, and the subsequent results of those contacts. You must provide a justifiable, and verifiable, reason for not selecting a DVBE subcontractor. If contact results in a DVBE selection, note “SELECTED” beneath “Results of Solicitation” and complete Part I - Summary of Disabled Veteran Business Enterprise Participation and, Part 3 Prime Contractor Certification of DVBE Sub-Contractor Selection.

<u>DVBE CONTRACTOR</u>	<u>ADDRESS/PHONE #</u>	<u>RESULTS OF SOLICITATION</u>	<u>REASON FOR NON-SELECTION</u>
1.			
2.			
3.			
4.			
5.			

Part 3 - Contractor Certification of DVBE Sub-Contractor Selection

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 contractor, 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 Solicitation Number: _____.

Submission of this form constitutes an agreement between the Prime Contractor and the Certified DVBE Sub-Contractor to fulfill the California Disabled Veteran Business Enterprise Participation Program requirements. Any change to the DVBE sub-contractor must be requested in writing to the Department's DVBE Advocate.

This form must be signed by company representatives with recognized authority to do so.

SECTION I – PRIME CONTRACTOR BUSINESS INFORMATION

Part A - Instructions to Bidder:

- ✓ **Complete Section I, Part A, Prime Contractor Certification of DVBE Sub-Contractor Selection**
- ✓ **Identify the DVBE contractor response deadline date in Section II, Part A**
- ✓ **Fax or Mail this form to the Certified DVBE firm to complete Section II and return**
You must include the completed Prime Contractor Certification of DVBE Sub-Contractor Selection and a copy of the DVBE firm's DGS OSDC Certification Letter with your bid submittal.

Company Name:		FEIN#	
Street Address:			
City	State	Zip Code	
Telephone Number:		Fax #:	

Part B – Services/Commodities to be provided by the selected DVBE Sub-Contractor:

Part C - As the Prime Contractor I certify and agree to subcontract ____ percent to the Certified Disabled Veteran Business firm identified in Section II. (Documentation of Good Faith Effort must be included when less than 3 percent has been achieved)

Authorized Prime Contractor Name (Printed)

Authorized Prime Contractor (Signature)

SECTION II – CERTIFIED DVBE CONTRACTOR INFORMATION

Part A - Certified DVBE Contractor - complete the information below and return this form to the Prime Contractor by: ____/____/____. You must include a copy of your DGS OSDC letter with your response.

Company Name:		FEIN#	
Street Address:			
City	State	Zip	
Telephone Number:		Fax #:	
OSDC Certification #		Expiration Date:	____/____/____

Part B - I understand the above Prime Contractor is responding to the Department of Water Resources Solicitation No. _____. I agree to provide subcontractor services/commodities to the Prime Contractor identified in Section A., Part B. I understand the Prime Contractor is sub-contracting ____ percent for services or commodities as identified above.

Authorized Certified DVBE Name (Printed)

Authorized Certified DVBE Contractor (Signature)

Guidelines for Completing the Prime Bidder Certification of DVBE Sub-Contractor Selection

When a DVBE firm is selected to provide services or commodities in support of an awarded contract, the Prime Contractor Certification of DVBE Sub-Contractor Selection form must be completed. The completed form must accompany the OSDC DVBE Certification letter, and your documentation of compliance with the DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION PROGRAM when selected as the prime contractor.

Failure to comply will result in disqualification of your bid from consideration in the bid evaluation and award process.

RESOURCE INFORMATION

1. Determine the type of service or commodity to be sub-contracted.
2. If you do not already know of a contractor, or contractors, contact the DGS, Office of Small Business and DVBE Certification (OSDC) website to conduct a search of certified firms. The DGS Certified Firm website may be found at:

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

3. Additional assistance to locate certified DVBE firms may be obtained by contacting the DWR Small Business Advocate at (916) 651-9705.
4. Following the guidelines in the Good Faith Effort Documentation, Attachment I, select and contact the certified DVBE firms to discuss partnering opportunities.

COMPLETING THE FORM

When an agreement to partner is reached, the Prime Contractor Certification of DVBE Sub-Contractor Selection Form must be *completed and signed* by both parties.

- ✓ Section I, Part A – Prime Contractor completes the Prime Contractor business information.
- ✓ Section I, Part B – Prime Contractor identifies the services or commodities to be provided by the certified DVBE firm.
- ✓ Section I, Part C – Prime Contractor identifies the DVBE participation percentage in Section I, Part C and Section II Part B. *All information must be included in order to be compliant with DWR program requirements.*
- ✓ Section I, Part C - .Prime Contractor *prints and signs** where indicated
- ✓ Section II, Part A – Prime Contractor identifies the DVBE response due date
- ✓ Prime Bidder faxes the form to the selected DVBE firm to be completed, signed and returned.

Once returned, review the form for completeness. *Prime Contractor* – Remember to obtain the contractor's DGS DVBE Certification letter. Include both the Prime Contractor Certification of DVBE Sub-Contractor Selection form, and the OSDC Certification Letter with DVBE Attachment I.

*This assures that both the Prime Bidder and the DVBE firm have signed copies.

SAMPLE TASK ORDER

TASK ORDER NO.

Request for Services under Standard Agreement No.

Dated:

DESCRIPTION OF TASK:

One or two sentence summary to be performed under this Task Order. Only services required to complete one project or task should be included in a Task Order.

SCOPE OF WORK:

- A. *Detailed description and location of service being requested – may include several separate subtasks which must necessarily be related to completing the main project or task.*
- B. *State-provided information, requirements and/or services, if any.*
- C. Deliverables/Milestones

SCHEDULE:

DETAILED COSTS:

CONTRACTOR STAFFING:

CONTACT PERSONS:

State'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

TASK ORDER NO. (continued)

AUTHORIZED SIGNATURES:

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

STATE OF CALIFORNIA
Department of Water Resources

(CONTRACTOR)

Authorized Representative

Authorized Representative

Any Task Order for on-call or retainer work estimated to exceed \$50,000 shall not become effective until approved by the State Department of General Services:

Department of General Services
Office of Legal Services

