

**DEPARTMENT OF WATER RESOURCES**

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



## INVITATION FOR BID

### Notice to Prospective Bidders

January 13, 2016

You are invited to review and respond to this Invitation for Bid (IFB) number 10116608 for Heavy Equipment Rental Services. The anticipated term of this agreement is 2 years. In submitting your bid, you must comply with these instructions.

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

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

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

Inquiries regarding the processing of this bid should be referred to Jennifer Quinton at (209) 827-5111. Please note that no verbal information given will be binding upon the State unless such information is issued in writing as an official addendum to this solicitation.

Sincerely,

Jennifer Quinton  
Associate Governmental Program Analyst

Attachment(s)

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## **NOTICE OF STATE MANDATED SB/DVBE PROGRAM PARTICIPATION REQUIREMENTS**

### **Disabled Veterans Business Enterprise (DVBE) Information**

This solicitation has been exempted from DVBE Participation Program requirements. Firms responding to this solicitation are not required to comply with DVBE program requirements.

However, for those firms voluntarily utilizing DVBE subcontractors, there will be an incentive applied to the level of DVBE participation identified in the bid response not to exceed five (5) percent. Application of the incentive may place the bidder in line for bid award. Application of the incentive will not displace a certified small business with that of a non-small business. DVBE Incentive information and forms are found within the solicitation as DWR Form 9666, Attachment V.

### **Small Business Program Information**

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

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

For additional assistance meeting DVBE program requirements or inquiries about Small Business certification, please contact the Department of Water Resources SB/DVBE Program Manager at (916) 653-9813, or email [SB.DVBE@water.ca.gov](mailto:SB.DVBE@water.ca.gov)

**A. Purpose and Description of Services**

The Contractor will furnish all labor, equipment, attachments, accessories, transportation, licenses, and permits necessary to provide equipment rental services for the purpose of routine maintenance activities on roads within the aqueduct rights-of way or easements, cleaning and unplugging debris from culverts and other cross drainage structures and channels at all State Water Project facilities during peak workloads and handle emergency situations such as flooding and levee erosion due to heavy rains and winds in accordance with the specifications listed in Exhibit A, Scope of Work.

**B. Bidder Minimum Qualifications**

Contractor must possess a copy of the valid California, City or County Business License and shall have been actively engaged in all services requested for a period of ten (10) years and shall provide validation with bid submittal utilizing Attachment III Reference Sheet. Contractor must have an operating equipment rental facility located within a 65 road mile radius of the San Luis Field Division or the Coalinga Sub-Center and shall provide proof with bid submittal. A map with road miles from Contractor's rental facility to San Luis Field Division or the Coalinga Sub-Center is acceptable.

DWR will conduct an on-site inspection of bidder's facility to verify that all equipment required for providing services under this contract is in place. List of in-house equipment will be used by DWR staff when conducting the on-site inspection to substantiate bidder's ability to perform services. Bidder's equipment found to be insufficient for providing services under this contract will cause the bid to be disqualified from further consideration. All equipment must be in operation/operable at the time of the on-site inspection. DWR reserves the right to waive minor deviations on the on-site inspection.

**C. Bid Requirements and Information**

**1. BID KEY ACTION DATES**

All bidders must adhere to the following time schedule.

IFB available to prospective bidders on	January 15, 2016
Technical questions must be submitted by	January 28, 2016 @ 10:00 a.m.
Answers to technical questions will be disseminated by	January 29, 2016 @ 3:00 p.m.
Bids must be received by	February 4, 2016 at 3:00 p.m.
Bid opening to be held on	February 5 at 8:00 a.m.
Anticipated start date of agreement is	March 15, 2016

**2. LOCATION WHERE WORK WILL BE PERFORMED:**

San Luis Field Division  
31770 Gonzaga Road  
Gustine, CA 95322

Dos Amigos Pumping Plant  
25001 Pole Line Road  
Los Banos, CA 93635

Coalinga O&M Sub-Center  
24001 S. Fresno-Coalinga Road  
Coalinga, CA 93210

### 3. QUESTIONS AND ANSWERS

Technical questions must be submitted in writing to Jennifer.Quinton@water.ca.gov and received by DWR on or before 10:00 a.m. on January 27, 2016. DWR will provide answers in writing to all potential bidders by 3:00 p.m. on January 28, 2016.

### 4. SUBMISSION OF BID

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

Department of Water Resources  
San Luis Field Division  
**Attn: Jennifer Quinton**  
31770 Gonzaga Road  
Gustine, California 95322

- b. All bids must include original signatures on the following documents: Bid/Bidder Certification Sheet, Contractor Certification Clauses, and any other documents specified in this IFB.
- c. Bids not including the documents identified in the Bid Checklist shall be deemed non-responsive and will be rejected.
- d. All bids are to be sent to DWR within the time frame indicated in the Time Schedule. Bids received after the due date and time will be returned unopened to the prospective bidder.
- e. All bids must be submitted under sealed cover. The sealed cover must be plainly marked with the IFB title and number, must show your firm's name and address, and must be marked with "DO NOT OPEN."
- f. Bids not submitted under sealed cover will be rejected. A minimum of two original signed bids must be submitted. Both bids must be submitted in the same envelope.
- g. Bids must be submitted for the entire service described within the Scope of Work. Deviations from the specifications will not be considered and will be cause for rejection of the bid.
- h. The State does not accept alternate language from a bidder. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- i. A bid may be rejected if conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may waive any immaterial deviation in a bid. The State's waiver of immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with the objectives if awarded the Agreement. The State may reject all bids if deemed necessary.
- j. Costs for developing bids and preparation of award of the Agreement are entirely the responsibility of the bidder and shall not be chargeable to the State.

- k. This IFB must be signed by an individual who is authorized to bind the bidding firm contractually. The signature must indicate the title or position that the individual holds in the firm. An unsigned bid will be rejected.
- l. A bidder may modify a bid after its submission by withdrawal and resubmission before the bid due date. Modification of a bid offered in any other manner, oral or written, will not be considered.
- m. A bidder may withdraw their bid by submitting a written request to the State for its withdrawal, signed by the bidder or an agent authorized in accordance with Paragraph K above. A bidder may thereafter submit a new bid before the bid submission deadline. Bids may not be withdrawn after the bid due date. Bids received after the due date and time will be returned unopened to the prospective bidder.
- n. DWR may modify the IFB prior to the date fixed for submission of bids by the issuance of an Addendum to all parties who received a bid package.
- o. If all bids are too high, DWR is not required to award an Agreement.
- p. Bids are public upon bid opening.
- q. Bidders are cautioned not to rely on the State during the evaluation to discover and report all defects and errors in the bid documents. Bidders should carefully proof read documents for errors and adherence to the IFB requirements prior to bid submittal.
- r. Where applicable, the bidder should carefully examine the worksite and specifications. Bidder shall investigate the conditions, character, quality of surface, subsurface materials, or obstacles to be encountered. No additions to the Agreement amount will be made because of failure to thoroughly examine the worksite and specifications.

## 5. EVALUATION AND SELECTION PROCESS

- a. The State will put each bid through a process of evaluation to determine the responsiveness of bidders to the State's needs. The final selection will be made on the basis of the lowest responsible bid meeting the specifications.
- b. Bids containing false or misleading statements or providing references that do not support an attribute or condition claimed by the bidder may be rejected. If, in the opinion of the State, information was intended to mislead the State in its evaluation of the bid, and the attribute, condition, or capability is a requirement of this IFB, it will be the basis for rejection of the bid.
- c. At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- d. The contract will be awarded to the lowest responsible bidder after consideration of any applicable preferences. If there are tied bids, representatives of the State will draw straws to pick the winning bidder during the public bid opening. The drawing will be witnessed and documented by two or more State employees.

## 6. TAX DELINQUENT STATUS VERIFICATION

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

Board of Equalization – Top 500 Sales Tax and Use Delinquencies

<http://www.boe.ca.gov/cgi-bin/deliq.cgi>

Franchise Tax Board – Top 500 Delinquent Tax Payers

[https://www.ftb.ca.gov/aboutFTB/Delinquent\\_Taxpayers.shtml](https://www.ftb.ca.gov/aboutFTB/Delinquent_Taxpayers.shtml)

## 7. AWARD AND PROTEST

A bidder may protest the award of a contract on the grounds that it (the bidder) is the lowest responsible bidder meeting the specifications and should therefore be awarded the contract.

A protestant must be able to prove that the awarding agency has committed a material error in the conduct of the bid award process.

Public inspection of all bids will be allowed after the bid opening.

Protests must be received in a timely manner pursuant to Public Contract Code Sections 10345, as applicable. In order to be considered timely, a protest must be filed with the State Agency conducting the solicitation and the Department of General Services before the contract award is made.

Please note that if the award will be made to other than the low bidder, any protests must be filed within five business days of notice to the low bidder that the contract was awarded to another bidder. If a written request was submitted by a bidder to the State agency requesting that a notice of intent to award be posted, the protest must be filed during the five business days the notice is posted.

Within five business days of filing the protest, the protestant must submit a detailed written statement of protest if the original protest did not contain the complete grounds for the protest.

Both the original protest and/or the detailed statement of protest, if any, must include the IFB number, the name of the State Agency conducting the solicitation, State agency contact person, and protestant's fax number, if any.

The protest documents may be sent by regular mail, fax, courier, or personal delivery to:

Department of General Services  
Office of Legal Services  
Attention: Protest Coordinator  
707 Third Street, 7<sup>th</sup> Floor  
West Sacramento, California 95605  
OR

Fax: (916) 376-5088

**AND**

Department of Water Resources  
31770 Gonzaga Road  
Gustine, California 95322  
OR  
Fax: (209) 827-5160

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

**8. DISPOSITION OF BIDS**

Upon bid opening, all documents submitted in response to this IFB will become the property of the State and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and are subject to review by the public. Bids may be returned at the request and expense of the bidder.

**D. Standard Conditions of Service**

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

**E. Payee Data Record**

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

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

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

**G. Small Business Preference Program**

1. The Small Business Procurement and Contract Act (Gov. Code Section 14835 et. seq.) requires that a fair share of the State's purchases and contracts for goods, information technology services and construction be placed with a certified small business or micro-business. The Act mandates that state agencies:



- a. Establish participation goals,
- b. Provide a 5% small business calculation preference, and
- c. Provide the opportunity for bidders to receive a 5% non-small business calculation preference when achieving 25% small business participation through subcontracted efforts.

## 2. SMALL BUSINESS PREFERENCE

The Small Business preference offers certified small businesses and micro-businesses a calculation preference in the amount of five percent (5%) of the lowest responsible bid submitted by a bidder who is not a certified small business. The small business preference is used as a calculation for determining the lowest bidder and does not affect the actual price bid.

The State will grant small businesses a five percent (5%) Small Business preference on a bid evaluation when a responsible non-small business has submitted the lowest-priced, responsive bid pursuant to the evaluation of a solicitation method when a small business:

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

Bidders having pending Small Business or DVBE Certification applications under review by the Department of General Services concurrent with the bid time frame should contact DGS/OSDS to request an expedite review/approval of their application in order to be considered for the small business preference during the evaluation of this bid.

Contact DGS/OSDS at (916) 375-4940 to obtain information about the application expedite process.

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

## 3. NON-SMALL BUSINESS PREFERENCE

Non-small business bidders will be granted a five percent (5%) non-small business preference on a bid evaluation when a responsible non-small business has agreed to subcontract at least 25 percent of their bid price with a California certified Small Business and if the non-small business bidder's bid is not the low price bid, or when a proposal has been not been ranked as the highest scored bid pursuant to the evaluation of the solicitation. Responding bidders must:

- a. Include in its bid a notification to the awarding department that it commits to subcontract at least twenty-five percent (25%) of its net bid price with one or more California certified small business(s),
- b. Submit a timely bid as specified in the bid document,
- c. Be determined to be a responsive, responsible bidder and
- d. Identify the California certified small business(s) it commits to subcontract with. The bidder shall list certified SB subcontractors and include their name, address, phone

number, a description of the work to be performed, and the percentage (as specified in the solicitation) per subcontractor.

#### 4. CALCULATING NON-SMALL BUSINESS PREFERENCE

The non-small business calculation preference five percent (5%) is used for bid evaluation purposes only. Awards made as a result of the NSB preferences shall be awarded at the bidder's original bid price. The preference shall be computed as follows:

Bidder A, (Low Bid), non-small business:	\$125,000
Bidder B, non-small business (subcontracting 25% to a certified small business)	\$131,000
Calculation Preference:	$\$125,000 \times .05 = \$6,250$
Bidder B	\$131,000
Subtract calculated preference	<u>- \$6,250</u>
Adjusted Bid for Bidder B	\$124,750

Award is made to Bidder B as the low bidder at the bid price of \$131,000.

#### 5. TIES BETWEEN CERTIFIED SMALL BUSINESSES AND DVBE BUSINESSES

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

#### 6. MAXIMUM ALLOWABLE PREFERENCES

In no event shall the amount of the small business or non-small business subcontractor preferences awarded on a single bid exceed \$50,000, and in no event shall the combined cost of the small business or non-small business subcontractor preference and preferences awarded pursuant to any other provision of law exceed \$100,000. The five percent (5%) calculation preference is used for computation purposes only and does not alter or affect the actual bid price or the amount of the executed contract. When a certified small business is the lowest responsive, responsible bidder, then there is no need to compute the small business preference as the small business is the low bidder.

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

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

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

1. Is responsible for the execution of a distinct element of the work of the contract.
2. Carries out contractual obligations by actually performing, managing, or supervising the work involved.
3. Performs work that is normal for its business services and functions.

4. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.
5. Is responsible, with respect to produces, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, and, if applicable, making payment
6. Its role is not an extra participant in the transaction, contract or project through which funds are passed in order to obtain the appearance of DVBE participation.

## 8. BIDDER CUF REQUIREMENTS

The Department will determine, to the best of its ability, that your firm meets the criteria above for “commercially useful function”. In responding to this solicitation, you are confirming that, under Government Code 14837 Section 1, (d) (4) above, your business provides goods and/or services meet the definition of “commercially useful function”. All bidders are required to provide CUF documentation using the attached State's Bidder Declaration Form GSPD-05-105, Attachment VII, included in the solicitation document. When completing the declaration, bidders must identify all subcontractors proposed for participation in the contract. Any bidder awarded a contract is contractually obligated to use the subcontractor for the corresponding work defined unless the State agrees to a substitution.

## 9. PENDING SMALL BUSINESS CERTIFICATION

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

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

## Non-Small Business Preference Request Form

In accordance with The Small Business Procurement and Contract Act (Gov. Code Section 14835 et. seq.), you have selected, and mutually agreed, to partner with a certified Small Business sub-contractor to provide commodities or services related to the performance of the requested services identified in this IFB Solicitation. With the submission of the Non-Small Business Preference Request Form, you are requesting the non-small business calculation be applied to your bid during bid evaluation when applicable. The NSB calculation is for evaluation purposes only. Awards made as a result of the NSB calculation will be at the bidder's original bid prices.

The Department of Water Resources has identified a Small Business participation level of 25% for this contract effort. As the Prime Contractor, you agree to sub-contract 25% as indicated in Section A below. The calculation preference given will not exceed 5%, with a maximum preference of \$50,000. *This form must be signed by individual entities with legally binding authority to do so.*

### SECTION I

#### PART A - NON-SMALL BUSINESS INFORMATION

##### Bidder Instructions

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

**Company Name:**

**FEIN#**

**Street Address:**

**City**

**State**

**Zip Code**

**Telephone Number:**

**Fax #:**

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

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

\_\_\_\_\_  
Authorized Non Small Business Name (Printed)

\_\_\_\_\_  
Authorized Non Small Business Signature

### SECTION II –CERTIFIED SMALL BUSINESS INFORMATION

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

**Company Name:**

**FEIN#**

**Street Address:**

**City**

**St**

**Zip Code**

**Telephone Number:**

**Fax #:**

**OSDS Certification No.:**

**Certification Expiration Date**

\_\_\_\_/\_\_\_\_/\_\_\_\_

**PART B** - I understand the above Non-Small Bidder is responding to the Department of Water Resources Solicitation No. \_\_\_\_\_. I agree to provide subcontractor services to the Non-Small Bidder as identified in **Section A**.

\_\_\_\_\_  
Authorized Certified SB Name (Printed)

\_\_\_\_\_  
Authorized Certified SB Contractor Signature

## NON-SMALL BUSINESS PREFERENCE REQUEST INSTRUCTIONS

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

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

### **RESOURCES**

1. Determine the type of service or services to be subcontracted.
2. If you do not already know of a contractor, or contractors, contact the DGS Office of Small Business and DVBE Services (OSDS) website to conduct a search of certified firms. A listing of the State's certified small business firms may be found at:

<http://www.bidsync.com/DPXBisCASB>

3. Select and contact the certified Small Business firm, or firms you've identified to discuss partnering opportunities.
4. Contact the DWR Small Business Program Manager for additional assistance with locating certified small businesses if you need assistance. The manager can be reached at (916) 653-9813.

### **COMPLETING THE FORM**

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

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

*(\*)This assures that both the Non-Small business bidder and the Small Business will each have a signed copy of the form.*

## H. Disabled Veteran Business Enterprise Program

The State has waived DVBE program requirements for this solicitation. Under California Code of Regulations 1896.99.100, the California DVBE Incentive provides responsive/responsible firms the opportunity to receive additional incentive calculations. The incentive is applied at the time of solicitation cost evaluation when a bidder has identified a California-certified DVBE subcontractor to provide services or commodities in support of the overall contract effort. Application of the DVBE Incentive *may not displace a certified small business low bidder*.

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

### DWR PROGRAM MANAGER PRE-REVIEW OF DVBE DOCUMENTATION

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

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

SB/DVBE Program Manager  
Fax: (916) 654-6511  
Voice: (916) 653-9813  
Email: [SB.DVBE@water.ca.gov](mailto:SB.DVBE@water.ca.gov)

### DVBE INCENTIVE PROGRAM

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

The following are key elements of the DVBE Incentive Program:

- a. The DVBE Incentive is applied during the evaluation process and is only applied to responsive bids from responsible bidders proposing the percentage(s) of DVBE participation for the incentive(s) specified in the solicitation.
- b. DVBE Incentive participation is at the discretion of the bidder and is *optional* when overall DVBE program requirements are exempt by the State for that solicitation.
- c. When requesting the Incentive application, a bidder must complete and return the DVBE Incentive Application Request included within this solicitation with their proposal at time of submission.
- d. Services or commodities provided by the DVBE firm MUST meet the definition of a "Commercially Useful Function" as defined under Military and Veterans Code 999 (B) (i) (ii) and under California Code of Regulations 1896.71 (I). A DVBE firm determined as not

meeting CUF regulations will render the responding firm ineligible for the DVBE Incentive application.

1. DVBE INCENTIVE OPTION VS. DVBE PROGRAM REQUIREMENTS

- a. A department may formally exempt a solicitation from California DVBE Program requirements, and still be required to include the DVBE Incentive when the department has not met DVBE program goals three of the previous two fiscal years. Bidders should review the IFB closely to determine if the California DVBE Program requirement is included in the solicitation language.
- b. When a solicitation includes California DVBE Program requirements, compliance is not optional and must be met by the bidder. Firms failing to comply with DVBE program requirements, when part of the solicitation, will have their proposals rejected.

2. ORDER OF EVALUATION

For purposes of evaluation, first Small Business preference will be applied, followed by the DVBE Incentive calculation.

**BID CHECKLIST**

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

**DOCUMENTS REQUIRED WITH SUBMISSION OF BID**

- ☐ Attachment I - Bid Sheet (*must be signed and include all pages*)
- ☐ Attachment II – Bid/Bidder Certification Sheet
- ☐ Attachment III – Bidder References (Demonstrating 10 years of active business)
- ☐ Attachment IV – Darfur Contracting Act Certification (*Submit only if your company has had any business activities or other operations outside of the United States within the previous three years.*)
- ☐ Copy of Contractor valid California, City or County Business License
- ☐ Proof of rental location within a 65 mile radius of the San Luis Field Division or the Coalinga Sub-Center. A map with road miles from Contractor's rental facility to San Luis Field Division or the Coalinga Sub-Center is acceptable.

**SMALL BUSINESS PROGRAM**

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

**DVBE PARTICIPATION PROGRAM**

- ☐ Attachment V, Bidder Certification of DVBE Participation, DVBE Program Incentive (DWR 9666) (*only required when prime bidder elects to subcontract with CA certified DVBE firm*)
- ☐ DVBE firm certification from Office of Small Business and DVBE Services(OSDS) when prime firm is DVBE certified)
- ☐ Attachment VI, DVBE Declaration (Std. 843)
- ☐ Attachment VII, Bidder Declaration (GSPD-05-105)
- ☐ Current DVBE Subcontractor Firm Certification from DGS OSDS
- ☐ DVBE Advocate's Notification of Compliance (*if obtained in advance from the DVBE Advocate*)

**DOCUMENTS REQUIRED UPON CONTRACTOR SELECTION/BID AWARD**

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

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



**ATTACHMENT I  
BID SHEET**

The bidder hereby agrees to provide all labor, supplies, materials, tools, equipment, licenses, permits, transportation, including travel and per diem, replacement parts, documentation, and every item of expense necessary to perform all services required for the foregoing titled work in accordance with the Scope of Work.

The rates listed on the following two (2) pages shall consist of all costs associated with the rental of this equipment including **every item of expense, direct and indirect, including any taxes incidental to the specified rates and delivery and pickup charges**. Bid will be awarded based on the grand total of all the items listed in column A (monthly rental rate/unit). In the case of a discrepancy between the Basis of Award and the sum of the Item Totals, the sum of the Item Totals shall prevail. DWR will check bid calculations and recalculate bid totals.

There is no guarantee as to the number of equipment items being requested or the duration of use, if requested.

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

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

<b>TOTAL <u>HEAVY EQUIPMENT RENTAL SERVICES:</u></b>	<b>\$ _____ *</b>
<b>(BID TO BE CONSIDERED)</b>	<b>(GRAND TOTAL FROM PAGE 3)</b>
	<b>BASIS OF AWARD</b>

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

---

Company Name

---

Printed Name and Title of Bidder

---

Signature of Bidder

---

Date

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

		A	B	C
EQUIPMENT DESCRIPTION		MONTHLY RENTAL RATE/UNIT	WEEKLY RENTAL RATE/UNIT	DAILY RENTAL RATE/UNIT
1	Excavator, enclosed cab/AC, Cat 312 or equivalent 27,000 lb.	\$ -	\$ -	\$ -
2	Excavator, enclosed cab/AC, Cat 320 or equivalent 45,000 lb.	\$ -	\$ -	\$ -
3	Excavator, enclosed cab/AC, Cat 330 or equivalent 72,000 lb.	\$ -	\$ -	\$ -
4	Excavator, 55' long reach, enclosed cab/AC, Hitachi EX 270ER or equivalent	\$ -	\$ -	\$ -
5	Bucket 24", Excavator, CAT 320 or equivalent	\$ -	\$ -	\$ -
6	Bucket 36", Excavator, CAT 320 or equivalent	\$ -	\$ -	\$ -
7	Bucket 42", Excavator, CAT 320 or equivalent	\$ -	\$ -	\$ -
8	Bucket 48", Excavator, CAT 320 or equivalent	\$ -	\$ -	\$ -
9	Sloping Bucket, Excavator, CAT 320 or equivalent	\$ -	\$ -	\$ -
10	Thump, Excavator, CAT 320 or equivalent	\$ -	\$ -	\$ -
11	Sloping Bucket, Hitachi EX 270ER or equivalent	\$ -	\$ -	\$ -
12	Hammer, 2,000 lb., Excavator attachment	\$ -	\$ -	\$ -
13	Hammer, 5,000 lb., Excavator attachment	\$ -	\$ -	\$ -
14	Brush Shredder, Excavator attachment, Fecon Head or equivalent	\$ -	\$ -	\$ -
15	Brush Grinder, Excavator attachment	\$ -	\$ -	\$ -
16	Compactor, 24", Excavator attachment	\$ -	\$ -	\$ -
17	Compactor, 36", Excavator attachment	\$ -	\$ -	\$ -
18	Loader, enclosed cab/AC, CAT 966, 5.0 cu. yd. or equivalent	\$ -	\$ -	\$ -
19	Crawler/Dozer, enclosed cab/AC, D6 or equivalent	\$ -	\$ -	\$ -
20	Crawler/Dozer, enclosed cab/AC, D8 or equivalent	\$ -	\$ -	\$ -
21	Wheel Excavator, 158 HP, CAT C6.6 or equivalent	\$ -	\$ -	\$ -
22	Grader, 259 HP, 6-wheel drive, CAT M Series or equivalent	\$ -	\$ -	\$ -
23	Scraper, Paddle, enclosed cab/AC, CAT 623 or equivalent	\$ -	\$ -	\$ -
24	Scraper, Paddle, enclosed cab/AC, CAT 631 or equivalent	\$ -	\$ -	\$ -
25	Dump Truck, articulated, rock bed, 25 ton, cab/AC	\$ -	\$ -	\$ -
26	Wagon, Water, cab/AC, 6,500 gal	\$ -	\$ -	\$ -
27	Wagon, Water, cab/AC, 8,000 gal	\$ -	\$ -	\$ -
28	Wagon, Water, cab/AC, 10,000 gal	\$ -	\$ -	\$ -
29	Trailer, Side Dump, 40'	\$ -	\$ -	\$ -
30	Trailer, Belly Dump, 40'	\$ -	\$ -	\$ -
31	Tractor, Truck, heavy hauler, 3 Axle, Front Axle Weight, 20,000 lbs.	\$ -	\$ -	\$ -
	<b>Page 2 Totals</b>	\$ -	\$ -	\$ -

		A	B	C
EQUIPMENT DESCRIPTION		MONTHLY RENTAL RATE/UNIT	WEEKLY RENTAL RATE/UNIT	DAILY RENTAL RATE/UNIT
32	Trencher, Ditch Witch RT12 or equivalent	\$ -	\$ -	\$ -
33	Trencher, Ditch Witch RT45 or equivalent	\$ -	\$ -	\$ -
34	Roll Grove, pipe machine, Victaulic or equivalent	\$ -	\$ -	\$ -
35	Grout Meter, Logac meter, Atlas Copco or equivalent	\$ -	\$ -	\$ -
36	Truck, concrete pump, 10 yd., clean out box	\$ -	\$ -	\$ -
37	Trailer, Lowbed, equipment	\$ -	\$ -	\$ -
38	Slope Mower, 4 wheel-drive tractor, HP 75-100	\$ -	\$ -	\$ -
39	Saw, Concrete, chain	\$ -	\$ -	\$ -
39a	Rental Fee for Consumables	\$ -	\$ -	\$ -
40	Loader, Track, radio controlled, Microtraxx SL 436 or equivalent			
41	Loader, Track, radio controlled, Microtraxx MT 3234 or equivalent			
42	Crane, Hydraulic, 70 ton capacity			
<b>Page 3 Totals</b>		\$ -	\$ -	\$ -

**RELOCATING EQUIPMENT****FLAT RATE**

43	Relocate rental equipment (within 35 mile radius)	\$ -
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**TRAINING****PER HOUR RATE**

44	Equipment Training provided by the Contractor	\$ -
----	---	------

		A	B	C
PAGE SUBTOTALS		MONTHLY RENTAL RATE/UNIT	WEEKLY RENTAL RATE/UNIT	DAILY RENTAL RATE/UNIT
	PAGE 2 - ITEMS 1-31	\$ -	\$ -	\$ -
	PAGE 3 - ITEMS 32-42	\$ -	\$ -	\$ -
	ITEM TOTALS	\$ -	\$ -	\$ -
GRAND TOTAL - ITEM TOTALS (MONTHLY RATES ONLY) COLUMN A		=	<div>\$ -</div> <div>(Transfer this total to Attachment I BID SHEET, Page 1)</div>	

The actual costs quoted above by the bidder shall be binding for the term of the Agreement.

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

## ATTACHMENT II BID/BIDDER CERTIFICATION SHEET

This Bid/Bidder Certification Sheet must be signed and returned along with all the required attachments as an entire package in duplicate with **original signatures**. The bid must be transmitted in a sealed envelope in accordance with IFB instructions.

**Do not return Bid Requirements and Information or the Sample Agreement.**

- A. Our all-inclusive bid is submitted as detailed in Attachment I, Bid Sheet.
- B. All required attachments are included with this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification. **An unsigned Bid/Bidder Certification Sheet 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 Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Bidder's Name (Print)	11. Title	
12. <b>Signature</b>	13. Date	
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSDS) as:</p> <p>a. California Small Business Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____</p> </div> <div style="width: 45%;"> <p>a. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____</p> </div> </div> <p><b>NOTE:</b> A copy of your Certification is required to be included if either of the above items is checked "Yes".</p> <p>Date application was submitted to OSDS, if an application is pending:</p>		

**Completion Instructions for Bid/Bidder Certification Sheet**

Complete the numbered items on the Bid/Bidder Certification Sheet by following the instructions below.

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

**ATTACHMENT III  
BIDDER REFERENCES**

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

**REFERENCE 1**

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number (    )

Dates of Service

Brief Description of Service Provided:

**REFERENCE 2**

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number (    )

Dates of Service

Brief Description of Service Provided:

**REFERENCE 3**

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number (    )

Dates of Service

Brief Description of Service Provided:

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

**ATTACHMENT IV  
DARFUR CONTRACTING ACT CERTIFICATION**

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

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

**OPTION #1 - CERTIFICATION**

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

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

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

**OPTION #2 – WRITTEN PERMISSION FROM DGS**

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

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

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

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

**BIDDERS ARE ADVISED TO CAREFULLY READ THE FOLLOWING INFORMATION AND INSTRUCTIONS**

**AUTHORITY:** The Disabled Veteran Business Enterprise Goal Program is established in Public Contract Code (PCC) Section 10115 et seq., Military and Veterans Code (MVC) 999 et seq. and California Code of Regulations (CCR) Title 2, Section 1896.6 et seq. State agencies and departments must include the opportunity for DVBE Incentive when failing to meet overall DVBE participation goals in two consecutive years. Those agencies and departments attaining DVBE overall participation goals at least two of three consecutive years may elect to exempt, or waive, the DVBE Incentive feature in their solicitations. In an effort to continuously promote and offer DVBE opportunity, DWR includes the incentive in all Department IFB and RFP solicitations whether exempt or not.

For the purpose of clarity, the term "bidder" refers to a firm responding to a DWR Invitation to Bid (IFB) or Request for Proposal (RFP).

**INTRODUCTION**

The Department of Water Resources has waived this solicitation from DVBE program requirements. As a condition of bid submission, bidders are not required to meet DVBE program requirements and are relieved from these requirements. The DVBE Incentive provides the opportunity for a responsive, responsible bidder to receive an incentive calculation between one (1) and five (5) percent when the bidder includes a DVBE subcontractor in their bid response. The Incentive is applied at the time of bid evaluation and may place the bidder in line for contract award. Resulting contract award is made at the original bid or proposal price.

**DVBE Incentive Application:**

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

DWR may request a bidder to correct/clarify DVBE documents that are deemed to have administrative or clerical error(s). DVBE program administrative/clerical errors are minor non-substantive errors and do not impact the bid outcome. Prior to correction of administrative/clerical any error(s), DWR will first verify the bidder has complied with DVBE program requirements. Once determined compliant, DWR will apply the incentive as appropriate.

**DVBE INCENTIVE**

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

The incentive amount applied is equal to the commitment level identified by the bidder in the DWR 9666 Bidder Certification of DVBE Participation page 7. The applied incentive will not be less than one (1) percent and will not exceed five (5) percent. Those firms identifying less than one percent will not be considered for the incentive application. Firms proposing more than five (5) percent shall have the incentive capped at five (5) percent. The incentive amount for awards based on low price may vary in conjunction with the proposed DVBE participation. Unless a table that replaces the following has been expressly established elsewhere within the solicitation, the following percentages will apply for awards based on low price:

DWR 9666, California DVBE Incentive Instructions  
Revised 07/14



**Confirmed DVBE Participation:**

DVBE Participation Level	Incentive Applied
Less than 1.0	0%
1.0 up to 1.99%	1%
2.0 up to 2.99%	2%
3.0 up to 3.99%	3%
4.0 up to 4.99%	4%
5% or Higher	5%

As applicable:

- Awards based on low price: the net bid price of responsive bids will be reduced by the amount of the DVBE incentive as applied to the lowest responsive net bid. If the #1 ranked responsive, responsible bid is from a California certified Small Business, the only bidders eligible for the incentive will be California certified Small Businesses. The incentive adjustment for awards based on low price cannot exceed five (5) percent or \$100,000, whichever is less, of the #1 ranked net bid. When used in combination with other preferences (SB/TACPA) the cumulative adjusted total cannot exceed \$100,000.
- Awards based on highest score: the solicitation shall include an individual requirement that identifies incentive points for DVBE participation. The Incentive is calculated by factoring the overall total points possible (as stated in the solicitation) by the level of DVBE commitment identified by the proposing firm. Incentive points are then added to the proposing firm's overall score. If this results in the firm's achievement of highest scored response, and the firm has met all other solicitation requirements, the award will be made to that firm. It is possible for a certified small business to be displaced by another firm scoring higher points through application of the DVBE Incentive.

**PROGRAM DEFINITIONS****COMMERCIALLY USEFUL FUNCTION (California Code of Regulations, Title 2, Section 1896.71 (I))**

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

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

**DISABLED VETERAN**

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

**DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)**

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

- Sole proprietorship owned by a disabled veteran; or a firm or partnership, 51 percent of the stock or partnership interests of which are owned by one or more disabled veterans
- Managed by and with the daily business operations controlled by one or more disabled veterans

- Sole proprietorship, corporation or partnership with its home office located in the United States which is not a branch or subsidiary of a foreign corporation, firm or other business

### **DWR EXHIBIT E ADDITIONAL PROVISIONS – DVBE PROGRAM CLAUSES**

Please review Exhibit E for additional provisions related to the DVBE program. Exhibit E defines contractor obligations related to the DVBE program that will be part of the final contract. Bidder is advised to carefully review Exhibit E, Additional Provisions, to understand relevant obligations pertaining to the DVBE program. A synopsis of the clauses is provided below:

#### **Contract Amendments – DVBE Program Requirements**

The clause explains the requirements and obligations of the contractor and the DVBE program related to subsequent contract amendments.

#### **Contract Audits**

The clause explains the requirements and obligations of the contractor related to the review or copying of all records pertaining to the performance of its contract as pertains to the DVBE program.

#### **Contractor SB/DVBE Payment Certification**

This clause explains the requirement made of the contractor related to reporting DVBE activity using the Small Business and DVBE Subcontractor Payment Certification, DWR Form 9683.

#### **Substitution of DVBE Firms**

This clause explains the requirements, under Military and Veterans Code 999.10, as to when the contractor, subject to the approval of DGS Office of Small Business and DVBE Services, may replace a DVBE firm identified in its bid or offer with that of another DVBE firm.

#### **DVBE Quarterly Reports**

This clause explains the requirements and obligations of the contractor related to reporting DVBE activity using DWR Form 9553 to identify and report the activity or non-activity within the period reported.

### **DVBE PROGRAM COMPLIANCE NOTIFICATION**

Upon request, the department's Program Manager will provide a pre-review of a bidder's DVBE documentation to ensure their bid response is compliant with DVBE program requirements. Bidders must submit their documents at least three (3) working days prior to final bid submission. Upon verification of program compliance, the Program Manager will issue a *Notification of Compliance* confirming the bidder has satisfied DVBE program requirements related to this solicitation. Bidders are advised to seek a pre-review of their documentation. Documents for review may be faxed or emailed to (916)653-9813 or emailed to:

Richard.Zmuda@water.ca.gov

### **SUGGESTIONS FOR LOCATING DVBE FIRMS**

#### **Contact the Awarding Department**

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

#### **Other State and Federal Agencies and Local Organizations**

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

To begin your search:

- Click on "SB/DVBE Search". "Search by Keywords" OR "United Nations Standard Products and Services Codes (UNSPC)" that apply to the elements you want to subcontract to a DVBE.
- Check for Subcontractor ads that may be placed on the California State Contracts Register for this solicitation prior to the closing date. Access CSCR at: [www.eprocure.dgs.ca.gov](http://www.eprocure.dgs.ca.gov)
- Contact OSDS at (916) 375-4940 for assistance, or email at: [OSDSHelp@dgs.ca.gov](mailto:OSDSHelp@dgs.ca.gov).

**LOCAL:** Contact local DVBE organizations to identify DVBEs. For a list of local organizations, go to [www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus) And select: DVBE Local Contacts.

## WEBSITE RESOURCES AND INFORMATION

RESOURCE	FOR
<b>Local Organizations:</b> Go to <a href="http://www.pd.dgs.ca.gov/smbus">www.pd.dgs.ca.gov/smbus</a> and select: DVBE Local Contacts (New 02.09) (pdf)	List of potential DVBE subcontractors
<b>DGS-PD EProcurement</b> Website: <a href="http://www.eprocure.dgs.ca.gov">www.eprocure.dgs.ca.gov</a> Phone: (916) 375-2000 Email: <a href="mailto:eprocure@dgs.ca.gov">eprocure@dgs.ca.gov</a>	<ul style="list-style-type: none"><li>• SB/DVBE Search</li><li>• CSCR Ads</li><li>• Click "training tab" to access eProcurement Training Modules for Small Business (SB)/DVBE Search</li></ul>
<b>DGS-PD Office of Small Business and DVBE Services (OSDS)</b> 707 Third Street, Room 1-400, West Sacramento, CA 95605 Website: <a href="http://www.pd.dgs.ca.gov/smbus">www.pd.dgs.ca.gov/smbus</a> OSDS Receptionist, 8:00 a.m. – 5:00 p.m. (916) 375-4940 PD Receptionist 8:00 a.m. - 5:00 p.m. (800) 559-5529 Fax: (916) 375-4950 Email: <a href="mailto:osdchelp@dgs.ca.gov">osdchelp@dgs.ca.gov</a>	<ul style="list-style-type: none"><li>• Directory of California-Certified DVBEs</li><li>• Certification Applications</li><li>• Certification Information</li><li>• Certification Status, Concerns</li><li>• General DVBE program information</li><li>• Small Business/DVBE Advocates</li></ul>
<b>Department of Water Resources</b> Small Business DVBE Program Manager 1416 9 <sup>th</sup> Street, Room 354 Sacramento, CA 95814 DWR SB/DVBE Website: <a href="http://www.water.ca.gov/sbe/index.cfm">http://www.water.ca.gov/sbe/index.cfm</a> Email: <a href="mailto:Richard.Zmuda@water.ca.gov">Richard.Zmuda@water.ca.gov</a> Phone: (916) 653-9813 Fax: (916) 654-6511	Assistance locating DVBE firms related specifically to the advertised solicitation bidder is responding to.

**DWR 9666 - DVBE INCENTIVE INFORMATION AND DOCUMENTATION**

In order to receive the DVBE Incentive, bidders must complete and return DWR Forms 9666, "Documentation of DVBE Program Requirements", page 6 and "Bidder Certification of DVBE Participation" page 7. Bidders that do not include these forms will not have the incentive applied to their bid during the evaluation process.

**MINIMUM DVBE COMMITMENT LEVEL**

Bidder DVBE commitment must be greater than one (1) percent. Incentive calculations will not be applied to commitments of less than one (1) percent. Bidder selects either Option 1 – Bidder is a Certified DVBE, or Option 2 Non-DVBE Bidder.

**SELECTION OF DVBE COMMITMENT OPTION**

**Failure to include comply with and include the forms listed below will result in no application of the DVBE Incentive.**

**OPTION 1 – BIDDER IS ITSELF A CERTIFIED DVBE**

- Bidder commits to performing at least one (1) percent of the contract value as a prime firm or in combination with other DVBE firms.
- Bidder must document DVBE participation level using the DWR 9666, Documentation of DVBE Program Requirements.
- Bidder must submit DWR 9666, Bidder Certification of DVBE Participation confirming DVBE commitment.
- Bidder must submit a completed Std. 843, DVBE Declaration
- Bidder must submit a completed GSPD 05-105, Bidder Declaration
- Bidder must provide evidence of DVBE certification – obtained through the Office of Small Business and DVBE Services (OSDS).

**OPTION 2 – NON-DVBE BIDDER DVBE COMMITMENT**

- Commit minimum one (1) percent to a certified DVBE firm
- Bidder must document DVBE participation level using the DWR 9666, Documentation of DVBE Program Requirements.
- Bidder must submit written confirmation and acceptance from the identified DVBE subcontractor using DWR 9666, Bidder Certification of DVBE Participation.
- Bidder must submit a completed Std. 843, DVBE Declaration
- Bidder must submit a completed GSPD 05-105, Bidder Declaration
- Bidder must submit evidence of DVBE certification – obtained through the Office of Small Business and DVBE Services (OSDS).



## DWR 9666 - BIDDER CERTIFICATION OF DVBE PARTICIPATION

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

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

SECTION 1 - PRIME BIDDER BUSINESS INFORMATION					
FIRM NAME					
FIRM CONTACT					
STREET ADDRESS					
CITY		STATE		ZIP	
FIRM TELEPHONE		FAX#:			
EMAIL				FEIN#	

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

### SECTION 3 - IDENTIFY YOUR FIRM'S DVBE COMMITMENT

- \_\_\_ I HAVE COMMITTED 3 PERCENT TO THE DVBE FIRM LISTED BELOW
- \_\_\_ I HAVE COMMITTED GREATER THAN THREE PERCENT. PERCENT COMMITTED: \_\_\_%
- \_\_\_ I HAVE COMMITTED TO MULTIPLE DVBE FIRMS TO SATISFY OVERALL BID REQUIREMENTS. THE COMMITMENT LEVEL FOR THE DVBE FIRM LISTED BELOW IS: \_\_\_%

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

Printed Name of Authorized DVBE Representative	Signature of Authorized DVBE Representative	Date
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## ATTACHMENT VI

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION

### DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 5/2006)

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

#### SECTION 1

Name of certified DVBE: \_\_\_\_\_ DVBE Ref. Number: \_\_\_\_\_

Description (materials/supplies/services/equipment proposed): \_\_\_\_\_

Solicitation/Contract Number: \_\_\_\_\_ SPCRS Ref. Number: \_\_\_\_\_

(FOR STATE USE ONLY)

#### SECTION 2

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

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

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

\_\_\_\_\_  
(Printed Name of DV Owner/Manager) (Signature of DV Owner/ Manager) (Date Signed)

\_\_\_\_\_  
(Printed Name of DV Owner/Manager) (Signature of DV Owner/Manager) (Date Signed)

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

Firm/Principal Phone: \_\_\_\_\_ Address: \_\_\_\_\_

#### SECTION 3

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

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

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

\_\_\_\_\_  
(Printed Name) (Signature) (Date Signed)

\_\_\_\_\_  
(Address of Owner) (Telephone) (Tax Identification Number of Owner)

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

\_\_\_\_\_  
(Printed Name of DV Manager) (Signature of DV Manager) (Date Signed)

Page \_\_\_\_ of \_\_\_\_

**BIDDER DECLARATION**

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

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

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

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

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

## BIDDER DECLARATION Instructions

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

- 1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:
- Microbusiness (MB)
  - Small Business (SB)
  - Nonprofit Veteran Service Agency (NWSA)
  - Disabled Veteran Business Enterprise (DVB/E)

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

Bidders certified as MB, SB, NWSA, and/or DVB/E must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVB/E and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

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

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

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

(1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No." The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVB/E contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

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

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

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

### 2. (continued) Column Labels

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

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

**CA Certification (MB, SB, NWSA, DVB/E or None)**—If the subcontractor possesses a current State of California certification(s), verify on this website ([www.epprocure.pd.dps.ca.gov](http://www.epprocure.pd.dps.ca.gov)).

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

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

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

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

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

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

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

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

**Read the certification at the bottom of the page and complete the "Page \_\_\_\_ of \_\_\_\_" accordingly.**



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

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

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

STATE AGENCY'S NAME

Department of Water Resources

CONTRACTOR'S NAME

TBD

2. The term of this Agreement is: **TBD** through **TBD**

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

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

Exhibit A - Scope of Work

Exhibit B - Budget and Payment Plan

Exhibit C - General Conditions

Exhibit D - Special Conditions

Attachment 1 - Revenue and Cost Certification

Department of Water Resources  
 Attachment 1 - Revenue and Cost Certification (DWR 9551, Rev. 01/09)

Attachment 4, Rev. 01/09

Exhibit E - Additional Provisions

Attachment 1 - Travel and Per Diem Expenses (DWR 9580, Rev. 01/10)

2 pages

1 page

1 page  
2 pages

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

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

**CONTRACTOR**

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

TBD

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

TBD

ADDRESS

TBD

**STATE OF CALIFORNIA**

AGENCY NAME

Department of Water Resources

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

TBD

ADDRESS

TBD

California Department of General  
 Services Use Only

**EXHIBIT A**  
**SCOPE OF WORK**

1. Contractor agrees to provide to Department of Water Resources (DWR), **Heavy Equipment Rental Services**, on an as-needed basis, as described herein.

The services shall be performed at locations within:

San Luis Field Division  
31770 Gonzaga Road  
Gustine, CA 95322

Dos Amigos Pumping Plant  
25001 Pole Line Road  
Los Banos, CA 93635

Coalinga O&M Sub-Center  
24001 S. Fresno-Coalinga Road  
Coalinga, CA 93210

2. The project representative during the term of this agreement will be:

**Department of Water Resources**

Name: Sheryl Moore  
Phone: (209) 827-5138  
Fax: (209) 827-5130  
Email: [Sheryl.Moore@water.ca.gov](mailto:Sheryl.Moore@water.ca.gov)

**Contractor**

Name:  
Phone:  
Fax:  
Email:

Project representative may be changed by written notice to the other party. If above named representative is temporarily unavailable due to vacation or other obligation, the awarded contractor will be notified of temporary change via phone call or email by the above name representative or the Contract Coordinator. Please note that only these representatives named will be authorized to request equipment.

**SPECIFICATIONS/REQUIREMENTS**

3. The Department of Water Resources (DWR), San Luis Field Division (SLFD), will request the equipment listed on Exhibit B, Attachment I, Bid Sheet, on an as-needed basis throughout the term of the agreement. Contractor will provide all labor, equipment, attachments, accessories, transportation, licenses, and permits necessary to perform all services listed herein. DWR will provide necessary supervision over usage of rented equipment. Contractor must have an operating rental facility located within 65 road-miles of one of the following locations:
  - A. San Luis Field Division  
Operations & Maintenance (O&M) Center  
31770 Gonzaga Road  
Gustine, California 95322-9737  
(approximately 12 miles west of Los Banos off Highway 152)
  - B. Coalinga Sub-Center  
24001 S. Fresno Coalinga Road  
Coalinga, California 93210  
Highway 145 off Interstate 5, at the California Aqueduct  
(approximately 17 miles west of Coalinga off Highway 145)
4. DWR shall be under no obligation to rent specific equipment listed herein. The list of equipment on the bid sheet is DWR's estimate of the type of equipment needed and is being used only as a comparison of bids. DWR does not express or implicate that all of the equipment will be needed for the entire period.
5. Contractor shall be fully knowledgeable of all existing and future State and Federal laws and County and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work. The

Contractor shall at all times observe and comply with, and shall cause all its agents, subcontractors, and employees to observe and comply with all such existing and future laws, ordinances, and regulations.

6. Contractor must maintain compliance with the 90-Day California Highway Patrol (CHP) Safety Inspections, CHP Biennial Inspection of Terminals Program, and California Occupational Safety and Health rules and regulations throughout the entire term of this agreement. These records are subject to review during business hours upon reasonable notice.
7. All equipment rented per Agreement must be in compliance with the rules and regulations of the Air Quality Management District when operating in each district's geographical area of responsibility.
8. All equipment must be delivered in good working order and shall be thoroughly steam cleaned prior to delivery. Equipment must be free of woody and organic debris, soil, grease and other foreign matter. The engine compartment, cab and other enclosed spaces shall also be free of the aforementioned debris.
9. All equipment must be equipped with an indoor cab, unless otherwise agreed upon between DWR and the Contractor's representative.

### **ORDERING OF SERVICES**

10. DWR Project Representative (or designee) will notify Contractor at least 48 hours prior to date the equipment is needed. Equipment requests will be made via telephone. Confirmation will be made via email to [Sheryl.Moore@water.ca.gov](mailto:Sheryl.Moore@water.ca.gov).
11. In the event of an emergency, the Contractor shall have the ability to provide the equipment within four (4) hours of DWR's request. During such emergencies, DWR will attempt to give the Contractor as much advance notice as possible. Contractor shall be available by phone and email 24-hours per day, 7 days per week.
12. Each piece of equipment rented must be invoiced separately with the exception of attachments and/or accessories. Equipment with attachments (implements) must come with one attachment at no cost to the State. Any additional attachments shall be an additional charge. Any attachment and/or accessories must be itemized on invoice. Please note that any invoices resulting from equipment requests made by anyone other than the designated representative will be disputed and not paid.
13. In the event the Contractor cannot provide requested equipment DWR will rent the equipment from another source and charge the Contractor for additional charges incurred by DWR. DWR will submit a copy of the bill to the Contractor showing actual costs for replacement of rented equipment, and that amount will be deducted from any balance due to Contractor.

### **SERVICES REQUESTED**

14. The Contractor shall deliver the requested equipment to the jobsite, O&M Center, or Sub-centers, as identified by DWR, and pick up the equipment upon DWR's notification to do so. Occasionally the Contractor may be requested to pick up rented equipment at one location and relocate the equipment to another location. Contractor shall be paid a flat rate for relocating equipment while on rent as listed on Exhibit B, Attachment I, Bid Sheet.
15. DWR will provide the operators, fuel, lubricants, and consumables necessary for operation of the equipment during the term of the rental period. Contractor shall deliver gasoline or diesel powered equipment with full fuel tanks. DWR will make every effort to return the equipment with full fuel tanks, whenever possible or pay for topping off; fuel shall not exceed \$5.00 per gallon.

16. **Daily rental** shall be paid at the "Daily Rental Rate" only when the time period is less than one (1) week but shall at no time exceed the weekly rate for rental periods less than one (1) week. One (1) week is seven (7) days.
17. **Weekly rental** shall be paid at the "Weekly Rental Rate or the Daily Rental Rate, whichever is less." Once the time period has exceeded one (1) week, rental shall be paid daily at the rate of twenty (20) percent of the weekly rate, but shall at no time exceed the normal monthly rate for rental periods of less than one (1) month.
18. **Monthly rental** shall be paid at the "Monthly Rental Rate or the Daily Rental Rate, whichever is less." Once the time period has exceeded one (1) month, rental shall be paid daily at the rate of five (5) percent of the monthly rate, but shall at no time exceed the normal monthly rate for a period of less than one (1) month.
19. **Contractor must obtain a signature and date from DWR staff when equipment is delivered and picked-up.** Upon equipment delivery the Contractor and the accepting DWR Representative must perform a walk-around noting the equipment's condition and to go over the operation of the equipment. Upon equipment return the Contractor and DWR Representative shall perform a walk-around noting the equipment's condition. Any apparent damage to the equipment must be reported immediately to Sheryl Moore at (209) 827-5138. If the Contractor fails to notify Sheryl Moore at the time of equipment pick-up, it will be considered that the damage was caused during periods of transportation and DWR shall not be liable for the damages.
20. **Each piece of equipment shall be equipped with a 10-lb. fire extinguisher and an operation manual.** Equipment that does not meet specifications described in this contract will be rejected and no payment will be made for preparation or delivery of equipment.
21. DWR staff member and Contractor shall establish and determine the percentage of useful life for the tires on each piece of equipment delivered. In the event that tires are damaged beyond reasonable repair and must be replaced, DWR shall be charged only for the remaining tread percentage as agreed upon at the time of delivery. The percentage agreed upon shall be documented and initialed by the Contractor and DWR staff member on the delivery ticket or other documentation provided by the Contractor at the time of equipment delivery. Failure of Contractor to document useful tire life will relieve DWR of the obligation to reimburse Contractor for such damages. Copies of tire replacement costs will be made available to DWR upon request.
22. Scheduled maintenance for the equipment is to be provided by the Contractor. If this maintenance is conducted at the jobsite, it must be coordinated with a DWR representative in order to prevent project delays. In the event it is necessary for the Contractor to access their equipment DWR shall provide full and adequate access to said equipment from 7:00 a.m. to 3:00 p.m., Monday through Friday, except on State observed holidays.
23. The Contractor shall be responsible for all costs associated with repairs and adjustments necessary to keep equipment in proper working order. DWR shall have the right to cease or hold payment should the Contractor fail to maintain the equipment properly. **Time lost as a result of mechanical breakdown of Contractor's equipment will not be paid by DWR and costs will be prorated as such.** If at any time during the rental period DWR deems the equipment to be unsafe, Contractor shall replace equipment at no additional cost to DWR.
24. Rental payment may be subject to deductions on a prorated basis on account of time loss due to breakdown or repair of the equipment, provided the Contractor has been notified of such a breakdown and repair or replacement has been requested. Such lost time will be accumulated throughout the rental period and deducted to the nearest full day.
25. If a breakdown or failure of equipment occurs, Contractor must be able to provide same-day repair or replacement as needed on weekdays and weekends at no additional cost to DWR. If the Contractor cannot provide same-day repair or replacement, the State (DWR) will rent the equipment from another source and charge the Contractor for additional charges incurred by DWR. DWR will submit

a copy of the bill to the Contractor showing actual costs for replacement of rented equipment, and that amount will be deducted from any balance due to Contractor.

26. DWR agrees to return the equipment in good condition subject to reasonable wear and tear. DWR shall not be liable for loss or damages to rental equipment from any cause during periods of transportation or during the period the equipment is in the possession of DWR, except when loss or damages result from the negligent act or omissions of DWR or its officers, employees, or agents.
27. DWR shall not be responsible for loss or damage to the equipment arising from causes beyond our control. DWR agrees to reimburse Contractor for labor and parts cost arising from necessary repairs to the equipment which has been damaged resulting from the negligent act or omission of DWR, its officers, employees or agents; this excludes loss or damage arising from normal wear and tear. Contractor rates for such services shall not exceed \$75.00 per hour plus actual cost of parts as detailed on itemized invoices including sub-contracted services. Contractor shall provide a detailed invoice for such repairs and if applicable attach sub-contracted invoices. Omission of such documentation may result in a disputed invoice.
28. Except where specifically requested by DWR, all equipment shall be rented exclusive of damage waiver provisions and environmental recovery fees.
29. During the term of this contract, DWR reserves the option to request training for DWR employees on equipment provided by the Contractor. Contractor shall be paid an hourly rate for training as listed on Exhibit B, Attachment I, Bid Sheet.

#### **FAILURE TO PERFORM**

30. In the event the Contractor is unable to perform commissioned services the Contractor shall immediately notify (no later than 24-hours) Sheryl Moore, Designated Project Representative, at (209) 827-5138 and send an email to [smoore@water.ca.gov](mailto:smoore@water.ca.gov). Specific instructions will then be issued to the Contractor at that time.

#### **STATE OBSERVED HOLIDAYS**

31. Current State observed holidays are New Year's Day, Martin Luther King, Jr. Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, and Christmas Day.

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

**A. INVOICING AND PAYMENT**

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

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

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

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

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

**B. BUDGET CONTINGENCY CLAUSE**

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

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

**C. PROMPT PAYMENT CLAUSE**

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

**EXHIBIT C  
GENERAL TERMS AND CONDITIONS**

**This is a placeholder page.**

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

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

Jennifer Quinton  
(209) 827-5111  
Jennifer.Quinton@water.ca.gov

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

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

In the event of a dispute, the language contained within this agreement shall prevail over any other language including that of the bid proposal.

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



7. RENEWAL OF CCC: Contractor shall renew the Contractor Certification Clauses or successor documents every three (3) years or as changes occur, whichever occurs sooner.
8. REPORT OF RECYCLED CONTENT CERTIFICATION: In accordance with Public Contract Code Sections 12200-12217, et seq. and 12153-12156, et seq. the contractor must complete and return the form DWR 9557, Recycled Content Certification, for each required product to the Department at the conclusion of services specified in this contract. Form DWR 9557 is attached to this Exhibit and made part of this contract by this reference.
9. TERMINATION CLAUSE: The State may terminate this contract without cause upon 30 days advance written notice. The Contractor shall be reimbursed for all reasonable expenses incurred up to the date of termination.
10. COMPUTER SOFTWARE: For contracts in which software usage is an essential element of performance under this Agreement, the Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
11. PRIORITY HIRING CONSIDERATIONS: For contracts, other than consulting services contracts, in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the contract to qualified recipients of aid under Welfare and Institutions Code Section 11200. (Public Contract Code Section 10353).
12. EQUIPMENT RENTAL AGREEMENTS: This provision shall apply to equipment rental agreements. The State shall not be responsible for loss or damage to the rented equipment arising from causes beyond the control of the State. The State's responsibility for repairs and liability for damage or loss to such equipment is restricted to that made necessary or resulting from the negligent act or omission of the State or its officers, employees, or agents.
13. CONTRACTOR COOPERATION DURING INVESTIGATION: Contractor agrees to cooperate fully in any investigation conducted by or for DWR regarding unsatisfactory work or allegedly unlawful conduct by DWR employees or DWR contractors. The word "cooperate" includes but is not limited to, in a timely manner, making Contractor staff available for interview and Contractor records and documents available for review.
14. CONFLICT OF INTEREST:
  - a. Current and Former State Employees: Contractor should be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.
    - (1) Current State Employees: (PCC §10410)
      - (a) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
      - (b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
    - (2) Former State Employees: (PCC §10411)
      - (a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

Contract# [REDACTED]

Exhibit D

Page 3 of 3

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

b. Penalty for Violation:

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

c. Members of Boards and Commissions:

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

d. Representational Conflicts of Interest:

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

e. Financial Interest in Contracts:

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

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

f. Prohibition for Consulting Services Contracts:

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

15. ORDER OF PRECEDENCE: In the event of any inconsistency between the terms, specifications, provisions or attachments which constitute this Contract, the following order of precedence shall apply:

- a) The General Terms and Conditions;
- b) The Std. 213;
- c) The Scope of Work;
- d) Any other incorporated attachments in the Contract by reference

**EXHIBIT D, ATTACHMENT I**

State of California

DEPARTMENT OF WATER RESOURCES

California Natural Resources Agency

Contract# [REDACTED]  
Exhibit [REDACTED], Attachment [REDACTED]  
Page 1 of 2**RECYCLED CONTENT CERTIFICATION**

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

DEPARTMENT OF WATER RESOURCES  
Recycling Coordinator  
Purchasing Services Office  
1416 Ninth Street, Room 353, Sacramento, CA 95814  
(916) 653-5906 FAX: (916) 653-6543

COMPANY: [REDACTED]

PERSON COMPLETING FORM: [REDACTED]

DATE: [REDACTED]

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

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

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

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

NAME OF PERSON COMPLETING FORM [REDACTED]	TITLE [REDACTED]	AGENCY/COMPANY [REDACTED]
--	---------------------	------------------------------



SIGNATURE OF PERSON COMPLETING FORM

DATE

Contract# [REDACTED]  
 Exhibit [REDACTED], Attachment [REDACTED]  
 Page 2 of 2

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

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

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

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

For additional information visit [www.ciwmb.ca.gov/BuyRecycled/](http://www.ciwmb.ca.gov/BuyRecycled/)

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

**EXHIBIT E**  
**ADDITIONAL PROVISIONS**

1. CERTIFICATE OF INSURANCE

a. General Provisions Applying to All Policies

- i. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- ii. Policy Cancellation or Termination & Notice of Non-Renewal – Contractor shall provide to the Department, within 5 business days following receipt by contractor, a copy of any cancellation or non-renewal of insurance required by this contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- iii. Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- iv. Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- v. Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management – A or better and financial size category of VII or better to the latest edition of the A.M. Best Key Rating Guide. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- vi. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- vii. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.

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

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

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

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

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

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

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

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

Subsequent renewals of the insurance certificate shall be sent to the attention of Raylene Barton, 31770 Gonzaga Road, Gustine, California 95322. This name and address shall appear on the certificate as the certificate holder.

2. PERMITS AND LICENSES

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

3. CONTRACT AMENDMENTS – DVBE PROGRAM REQUIREMENTS

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

4. CONTRACT AUDITS RELATED TO DVBE PROGRAM REQUIREMENTS

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

5. DVBE SUBCONTRACTOR ACTIVITY REPORTS – DWR 9553



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

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

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

Final reports must be received by the Department at least 14 days prior to the contract expiration date.

Reports shall be made using the DVBE Activity Report Form 9553, Exhibit E, Attachment I. **All reports shall be made to both the Department of Water Resources DVBE Advocate and the Project Manager for the contract as follows:**

Mail Reports to:

Department of Water Resources  
DVBE Advocate  
1416, Ninth Street, Room 353  
P.O. Box 942836  
Sacramento, California, 95814  
Fax Number: (916) 654-6511

Department of Water Resources  
San Luis Field Division  
Jennifer Quinton  
31770 Gonzaga Road  
Gustine, California 95322  
Fax Number: (209) 827-5160

6. SUBSTITUTION OF A DVBE SUBCONTRACTOR

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

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

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

- a. If, for this Contract, Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

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

Contractor Certification must be made using DWR Form 9683 "Small Business and DVBE Subcontractor Payment Certification", Exhibit E Attachment II.



## REQUIRED REPORTING FORMAT

Bid Number:  
Attachment

Prime Contractor:		DVBE Sub-Contractor:		
Contact Name:		Contact Name:		
Telephone Number:		Telephone Number:		
DWR Contract Number:	46000	DVBE OSDS No.:		
Report Date:		Percent Subcontracted:		
Contract Amount:		Commitment Goal:		
DVBE Invoice or Order Number	Date Service or Commodity Provided	Service or Commodity Provided	Invoice Amount	Date Paid
		TOTAL		

Page 1 of 2

### Instructions for Completing the DVBE Activity Report

#### **Contractor:**

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

#### **Completing the DVBE Activity Report Form**

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

**Email form to:** [SB.DVBE@water.ca.gov](mailto:SB.DVBE@water.ca.gov)

or

**Fax to both:**

DWR DVBE Advocate at (916) 654-6511  
Contract Project Manager (see Exhibit E program contact information)

State of California

DEPARTMENT OF WATER RESOURCES

California Natural Resources Agency

SMALL BUSINESS AND DVBE SUBCONTRACTOR PAYMENT CERTIFICATION

Contract No. 46000

Exhibit E:

As the Department of Water Resources contractor of record for Contract 46000, I certify, in accordance with Government Code 14841 and Military and Veteran Code § 999.5, and pursuant to the terms and conditions of the contract, all payments have been made to the small business or DVBE firm(s) listed below for commodities or services rendered under this contract. I understand certification must be made to the Department of Water Resources within 60 days of receiving final payment under this Agreement. I further understand and acknowledge that falsification of this certification may result in the imposition of civil or criminal penalties for not less than \$2,500 or more than \$25,000 for each violation.

Instruction: Please copy this form to include as many Small Businesses or DVBE firms as necessary. Authorized signatures and information are required on each separately submitted form.

Return completed form to: Department of Water Resources, Attention DWR SB/DVBE Advocate, 1416 9<sup>th</sup> Street, Room 353, Sacramento, CA 95814

Contracted Firm Name:					
Name of Firm Representative:					
Title:					
Phone:		Fax:			
Firm Address:					
Street					
City		State		Zip	
DWR Contract Number:		46000			
Total Amount Received Under this Contract:		\$		Date Final Payment Received:	

SMALL BUSINESS - DVBE SUBCONTRACTOR INFORMATION					
	SB/DVBE Subcontractor	Street	Address City/State	Zip	Amount Paid
1					\$
2					\$
3					\$
4					\$
	Printed Name			Signature	
	Title			Report Date	