



DELTA STEWARDSHIP COUNCIL

**REQUEST FOR PROPOSAL
Secondary Method
Notice to Prospective Proposers
(2/2014)**

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You are invited to review and respond to this Request for Proposal (RFP), entitled (RFP # 14-001) Delta Levee Prioritization. The anticipated term of this agreement is 2 years. In submitting your proposal, you must comply with these instructions.

Note that all agreements entered into with the Delta Stewardship Council (DSC), hereinafter referred to as the "State", incorporates, by reference, the State's General Terms and Conditions and Contractor Certification Clauses (CCC 307) 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.

In the opinion of the Delta Stewardship Council (DSC), this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

Mr. You Chen (Tim) Chao
Delta Stewardship Council
(916) 445-0143

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

We are issuing this RFP pursuant to Water Code 85213 (a).

Terry Smith
Contracts & Purchasing Manager

Enclosures

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NOTICE OF STATE MANDATED SB/DVBE PROGRAM PARTICIPATION REQUIREMENTS

Disabled Veterans Business Enterprise (DVBE) Information

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

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

Small Business Program Information

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

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

For additional assistance meeting DVBE program requirements or inquiries about Small Business certification, please contact the DSC SB/DVBE Advocate at (916) 445-7640, or email her at marla.lynch@deltacouncil.ca.gov

Purpose and Description of Services

California's Sacramento-San Joaquin Delta (Delta) is the largest estuary on the West Coast and is the hub of the state's major water supply systems. It is inextricably linked to statewide issues that affect its ability to function in a healthy, sustainable way. In November 2009, the California Legislature enacted SBX7 1 (Delta Reform Act), one of several bills passed at this time related to water supply reliability, ecosystem health, and the Delta. The Act, effective on February 3, 2010, created the Delta Stewardship Council (DSC). The DSC is an independent agency of the State charged with furthering the achievement of the coequal goals for the Delta: Improve statewide water supply reliability, and protect and restore a vibrant and healthy Delta ecosystem, all in a manner that preserves, protects and enhances the unique agricultural, cultural, and recreational characteristics of the Delta.

The Delta Reform Act (Water Code section 85306) requires the DSC, in consultation with the Central Valley Flood Protection Board, to recommend in the Delta Plan priorities for state investments in levee operation, maintenance, and improvements in the Delta, including levees that are part of the State Plan of Flood Control and non-project levees. The Delta Plan adopted on May 16, 2013 by the DSC contains a recommendation that directs the DSC, in consultation with the Department of Water Resources, the Central Valley Flood Protection Board, the Delta Protection Commission, local agencies, and the California Water Commission to implement Water Code section 85306 by developing funding priorities for State investments in Delta levees (Delta Plan recommendation RR R4 *Actions for the Prioritization of State Investments in Delta Levees*). This recommendation provides guidance on the actions, analysis, and methodologies to be conducted to develop priorities and a list of required deliverables to be prepared. Currently, no comprehensive method exists to prioritize State investments in Delta levees operations, maintenance, and improvement projects. Without a prioritization methodology, investment of appropriate public resources into Delta levees may not occur in a manner that reflects a broader, long-term approach.

The DSC is requesting proposals for consultant services to help develop recommending for priorities for State investment in Delta levees, including an island by island economics-based risk analysis and a pertinent environmental impact assessment. At a minimum, the proposal shall include descriptions of how the contractor will:

- (1) Develop method(s) that can be used to prioritize State investments in Delta levees,
- (2) Use that method(s) to prioritize State investments in Delta levees,
- (3) Prepare the appropriate environmental documentation needed to be in compliance with the California Environmental Quality Act (CEQA),
- (4) Provide a schedule of deliverables including compliance with CEQA, and
- (5) Prepare and implement a Project Quality Control Plan.

This results of this project will be controversial and will require extensive outreach to stakeholders including, local, state and federal agencies as well as to landowners and members of the public. This outreach is needed to ensure stakeholders are informed about the approach to, progress on and results of this effort. Through outreach, key information related to local conditions may be obtained from stakeholders and possibly used in portions of this project.

Due to the complexity of this project and the sensitive nature of the results, the DSC is soliciting proposals that enlist a creative and inclusive approach to generating a prioritization method for levees in the Delta. Please see, Scope of Work, page 7, for a more complete description of services needed. This project is mission critical and needs to be conducted in a short period of time by experienced subject matters experts, with high expectations from state, locals, and interested stakeholders.

Minimum Qualifications for Proposers

- (1) All bidders must demonstrate at least ten (10) years of experience in levee engineering, multi-hazard mitigation, flood risk management, flood damage reduction and assessment, life risk analysis, environmental restoration, natural resources planning, and have prepared reports containing the requested level of detail and complexity to formulate realistic prioritization recommendations, and identify best practices.
- (2) All bidders must document at least five (5) years demonstrated knowledge in regards to experience with levee construction, improvement, operation, and maintenance, including compliance with CEQA.
- (3) All bidders must document demonstrated knowledge of the Sacramento-San Joaquin Delta and experience working in the Delta or equivalent areas, including an understanding of the issues related to the levees and land use in this region, knowledge of and access to the most recent geospatial and other data related to risk factors that may contribute to levee failure, and the relationship between land use and levees.
- (4) All bidders should have demonstrated knowledge of local, state and federal regulations and programs for flood risk reduction and disaster mitigation and recovery.
- (5) All bidders shall have demonstrated knowledge and/or experience in complex economic analysis, especially as it relates to the allocation of costs-to-beneficiaries analyses, and include at least one (1) economist who has successfully conducted no less than three (3) similar studies within the previous five (5) years.
- (6) All bidders should have experience in working with peer review panels and have successfully produced no less than three (3) peer-reviewed reports within the previous five (5) years, and include at least one (1) professional writer.
- (7) All bidders must have experience in controversial natural resources planning and engaging interested stakeholders, including but not limited to, land owners, farm organizations, community groups, state and local agency representatives, industry representatives, and environmental groups.
- (8) All bidders must have clearly demonstrated project management skills and experience of at least five (5) years managing large, complex, federal/state multidisciplinary projects with a strong emphasis on planning and stakeholder engagement.

- (9) All bidders must have Geographic Information System (GIS) capability to generate maps.
- (10) All bidders must provide resumes for each professional staff member/subcontractor.
- (11) All bidders must provide three (3) references, including, but not limited to, companies or agencies where specific work was performed that demonstrates the ability to provide the services described in this RFP. These references should attest to the ability of the bidder to complete work on time and within budget.

Only proposals demonstrating the above minimum qualifications will be evaluated for consideration for the award of this contract.

Scope of Work

The consultant service should be consistent with tasks and deliverables below but DSC could consider substitute approaches that would provide equivalent outcomes.

This project must be based on the best available data. The recommended data sources include, but are not limited to, the results from the Department of Water Resources Delta Risk Management Strategy Program, the Delta Stewardship Council's Delta Plan Programmatic Environmental Impact Report, the Draft Bay Delta Conservation Plan (BDCP), the BDCP's Associated Draft Environmental Impact Report/Environmental Impact Statement, and the United States Geological Survey and California Geographical Society's most recently generated geospatial data.

TASK 1 Method(s) to prioritize State investment in Delta levees

(a) Asset and Impact Exposure

For each leveed island and tract in the Delta, using the compiled comprehensive set of islands and assets to identify all those who benefit from the flood control provided by the levees (the Beneficiaries). Assist DSC to coordinate with Department of Water Resources (DWR), Delta Protection Commission (DPC), other agencies, and the Central Valley Flood Protection Board (Board) for comments on completeness of the set used for the identification. Also, develop a list of actions that negatively impact the levees.

- (1) Identify all leveed Delta islands and tracts.
- (2) Identify all major asset categories.
- (3) Identify all assets.
- (4) Construct an asset exposure spreadsheet using a separate page for each leveed island and tract.
- (5) Qualitatively describe actions that impair Delta levees, such as subsidence, boat wakes, or other activities, and the entities who undertake these actions, when known.
- (6) Document all data sources.
- (7) Identify information gaps.
- (8) Determine method for acquiring any remaining information needs.
- (9) Identify all Beneficiaries of Delta levees by classification (e.g. water users, land owners, individuals, transportation, oil/gas/pipelines, electric and telecommunication utilities, water conveyance, fish and wildlife habitat, water quality, etc.) and their association with assets protected by the levees.

Deliverables:

- i. Report on Delta assets and their impact exposure, including the sources of the data, asset exposure spreadsheets with maps and a separate page for each leveed Delta island and tract.

- ii. The spreadsheet shall contain a list of all assets protected by the levees, Beneficiaries of the levees by classifications, description of actions impairing levees, and accompanying text narrative.
- iii. Describe uncertainty in the data and associated data gaps.

(b) Risk/Consequences Analysis Without State Investment

Using the best available data, develop methods and tools necessary to perform an analysis of the risks to each asset and island determined in Task 1(a), above resulting from levee failure and the consequences of the lost use of those assets. The methods developed shall include critical infrastructure. Complete development of methods to calculate the following:

- (1) Hazard analysis, using existing data.
- (2) Levee vulnerability analysis, using existing data.
- (3) Levee damage/failure and uncertainty analysis, using existing data.
- (4) Determining the consequences for failure events for each Beneficiary and each island identified in Task 1(a), including the public as Beneficiary.
- (5) Determining the total loss for each Beneficiary (using probability curves or equivalent).
- (6) Calculating the expected annual damages for each Beneficiary.
- (7) Create a Risk/Beneficiaries matrix of those consequences that cannot be monetized or are reportable only as qualitative values.

Deliverables:

- i. A report on the risks to Delta assets from levee failure, including lists of risks to each Beneficiary from failure of the levee on each leveed Delta island and tract, and the results of analyses of risks for each island, tract, and asset.
- ii. Listing of available data, methods and tools used to perform the analysis of consequences to each Beneficiary from failure of the levee on each leveed Delta island and tract.
- iii. Available data, methods and tools to calculate Expected Annual Damages for each Beneficiary by leveed island and tract.
- iv. Available data, methods and tools to develop a Risk/Beneficiary Matrix for items that cannot be expressed in monetary values.
- v. Narrative report describing the use of tools and methods developed to calculate the items listed above.
- vi. A spreadsheet with data, and formulas suitable for completing calculations for i-iv, above.

(c) Appropriate Level of Flood Protection

Consult with Beneficiaries of the Delta levee system to recommend flood risk tolerances or criteria for the Federal and State governments, local agencies, and each Beneficiary of the flood protection provided by Delta levees (e.g. the recurrence intervals or other key features for the design floods for different land use). Assist DSC to coordinate with DWR, DPC, and the Board to propose appropriate levels of flood protection to be used to calculate benefits for various assets and land uses in the Delta (e.g. urban, agricultural, habitat, infrastructure protection). Consideration should also include:

- (1) Standards provided in law (e.g. Central Valley Flood Protection Act, project authorizations, standards required to assure post-disaster assistance for levee reconstruction by United States Army Corps of Engineers, Federal Emergency Management Agency, or United States Department of Agriculture.,
- (2) Standards warranted by the type or value of assets to be protected, considering the risk to which they are exposed,
- (3) Standards appropriate to protect water quality or restore fish and wildlife habitat,
- (4) Complimentary approaches, either in tandem with or in lieu of levees, such as flood proofing, etc., and
- (5) Disaster recovery and response.

Deliverables:

- i. Narrative report, including maps and a summary providing the rationale for each proposed appropriate level of flood protection.
- ii. Table showing the proposed appropriate level of flood protection for each island, considering the needs of Beneficiaries, assets, land use protected by the Delta levees, and opportunities for closures of cuts and channels where feasible to reduce the cost of levee maintenance and improvement.

(d) Cost Allocation

Develop a method in cooperation with the DPC to be compatible with its Assessment District Feasibility Study for allocating the costs of operating, maintaining and improving Delta levees among the various Beneficiaries identified in Task 1(a). Consider the following:

- (1) For each Beneficiary, determine a method to calculate any marginal costs to provide the benefit received by that Beneficiary due to improved levels of flood protection (i.e. separable cost).
- (2) For each Beneficiary, determine a method for calculating the least-cost for an engineered, financially, and politically feasible alternative method(s) of

- achieving at least the same level of flood protection benefit for each consequence that applies to that Beneficiary (i.e. alternative cost).
- (3) For each Beneficiary, determine a method for calculating which is the lesser, the benefit or the alternative cost (i.e. justifiable cost).
 - (4) Determine a method for calculating the remaining joint cost (total cost – sum of the separable costs).
 - (5) Determine a method for calculating the remaining justifiable cost for each Beneficiary (justifiable cost – separable cost).
 - (6) Determine a method to allocate the remaining joint cost to each Beneficiary in proportion to their remaining justifiable cost (remaining joint cost share).
 - (7) Determine a method to calculate the share of total cost to be allocated to each Beneficiary (separable cost + remaining joint cost share).
 - (8) Discuss methods to determine the ability-to-pay by each Beneficiary.

Deliverables:

- i. Narrative report summarizing assumptions, models, methods, and processes used to determine the cost allocation values for (1) - (8) above.
- ii. A model spreadsheet, with maps summarizing (1) - (8) above, used to calculate the allocated capital, operation, and maintenance costs by each Beneficiary and each leveed island and tract for each investment alternative evaluated.
- iii. Discussion of issues that may affect each Beneficiary's ability to pay the allocated costs and proposed methods to resolve those issues.

(e) Coordination and Public Outreach

Assist DSC to coordinate activities with all participating entities, including, but not limited to, DPC, CVFPB, DWR, and other agencies and organizations whose programs and projects overlap with this effort. There shall be public outreach meetings with Delta interests to solicit their input on assumptions, methods, procedures, and models used in this proposed method to determine levee investment prioritization and to answer their questions.

Deliverables:

- i. Weekly meetings with DSC staff to discuss progress and to make decisions affecting quality and production of deliverables under this RFP.
- ii. Monthly meetings with DSC and DWR to discuss the project, its progresses, and to make decisions affecting quality and production of deliverables under this RFP.
- iii. Interagency meetings with the Delta Protection Commission, the Department of Fish and Wildlife, the Central Valley Flood Protection

Board, other State agencies and participating entities, as appropriate, to provide updated information on the deliverables under this RFP and the overall progress of the project; and to coordinate activities of common interest.

- iv. Not less than four public meetings at a location in the Delta to answer questions and receive input from the members of Delta communities. One meeting shall be conducted at the initiation of the project, and the others upon the availability of deliverables.
- v. Summary report in a format suitable for lay audiences compiling, explaining, and presenting, the results of Task 1 (a) – (d) above, with accompanying PowerPoint presentation.

(f) Report Preparation

Prepare draft and final reports, incorporating all assumptions, models, data, methods, processes, calculations, and activities associated with development and completion of the deliverables in Task 1 of this Scope of Work.

Deliverables:

- i. A Draft report of data, methods, assumptions, models, and processes, along with any findings relevant to this section, suitable for peer review and DSC approval. This report shall be prepared by a staff of professional writers that has successfully produced no less than three (3) peer reviewed reports within the previous five (5) years.
- ii. Participation in a transparent, robust, and cooperative peer review of product delivered under Task 1 of this Scope of Work.
- iii. Once peer review is complete, all peer comments are addressed to the satisfaction of DSC, and approval is received from DSC, prepare a final report formatted for publication, as noted below.
- iv. Twenty (20) copies of all documents shall be delivered, in hard copy and electronic form, with all photos, text, graphs, and drawings formatted for electronic and paper distribution. Separate files may be used for electronic distribution and for paper printing.

(g) Peer Review

Assist DSC to implement a transparent, robust, cooperative peer review process. This activity involves three distinct individuals or groups, defined below:

- (1) DSC – Representative(s) of the Delta Stewardship Council.
- (2) Preparer(s) – Individual or team of awarded bidder, responsible for development of data-methods-models-and-procedures under Task 1 of this Scope of Work.

- (3) Independent Review Panel (Panel) – Individual or group assembled by DSC’s Lead Scientist, to conduct the peer review of the draft report of data-methods-models-and-procedures developed in compliance with Task 1.

The review process will include an initial presentation to the panel by the DSC and the preparer(s), a meeting among preparer(s), panel, and DSC to discuss aspects of the draft report, an oral presentation of initial peer review results by the panel to the DSC and the preparer(s), including a draft peer-review report containing a written set of comments to be addressed. The draft peer-review report should be prepared by the Panel and it may be delivered to DSC up to 30 days after the meeting.

Prior to public release, preparer(s) will coordinate proposed responses to each comment to achieve agreement between DSC and preparer(s). Once the proposed responses are approved by DSC, these responses will be forwarded to the panel for consideration. (This may be an iterative process to achieve agreement between DSC and preparer(s) with the proposed responses).

Not less than two (2) weeks prior to a planned public release of the final peer review report, all comments, findings, and recommendations in the peer review report, shall be made available by the panel to DSC for consideration.

Deliverables:

- i. Preliminary meeting among preparer(s), panel, and DSC for presentation of the Draft Report on data-methods-models-and-procedures developed under Task 1. The meeting may include (a) agency presentations (b) presentations from the Contractor(s) and Q&A with the Panel, (c) public comment, and (d) reporting back by the Review Panel on their preliminary findings.
- ii. Draft responses to each peer-review comment delivered to DSC prior to transmittal to the peer review panel.
- iii. All necessary follow up, with coordination of DSC, to satisfactorily address panel’s comments.

TASK 2 Recommended State investment priorities in Delta levees

(a) Tiered Ranking

Using data, methods, assumptions, models, and processes from the peer reviewed report developed in Task 1, prepare a draft tiered ranking of all Delta islands to prioritize and guide State investments in operation, maintenance, improvement and recovery of levees in the Delta.

Deliverable:

- i. Tiered ranking of all Delta islands and tracts into not less than three (3) divisions (very high, high, other, etc.), with a corresponding narrative

report and supporting maps. Recommended level of protection for each island. Any additional recommendation, such as flood protection, emergency preparedness, or closures of cuts or channels, should complement the recommended level of flood protection.

- ii. Recommended priorities for State investments in Delta levees to preserve the Delta levee system and the assets protected.

(b) Assessment Evaluation

Using data, methods, assumptions, models, and processes from the peer reviewed report developed in Task 1 calculate a representative assessment for each Beneficiary receiving flood protection from Delta levees and for each island included in Task 1(a). The assessments shall be based on the model prepared under Task 1(d), above.

Deliverable:

- i. A listing of representative assessments for each Beneficiary of the leveed Delta levees, by island or tract.
- ii. A listing of cumulative assessments for benefits received on all leveed Delta islands or tracts, by Beneficiary.

(c) Value Added by State Investments in Delta Levees

Using data, methods, assumptions, models, and processes from the peer reviewed report developed in Task 1 determine the added value of State investments in Delta levees by comparing analyses of the risks of levee failure and the consequences of the lost use of Delta assets, with and without State investment. Complete the following:

- (1) Assuming State investments consistent with the recommended levels of protection and typical levee cross sections shown in the Delta Plan:
 - a. Perform levee vulnerability analysis.
 - b. Perform levee damage/failure and uncertainty analysis.
 - c. Determine the total loss probability curves for each Beneficiary.

- (2) Compare the difference in expected annual damages for each leveed island and tract, asset and Beneficiary, with and without, State investments in levees:
 - a. Determine the change in expected annual damages compared to the without State investment scenario for each Beneficiary.
 - b. For each Beneficiary, identify any reduction in the monetized expected annual damages with the State investment (benefit).
 - c. Adjust the benefits as appropriate (e.g., account for any changes in levee maintenance costs and potential for changes in land use induced by increased levels of flood protection).

- (3) Create a Risk/Beneficiaries matrix of those changes in risk that cannot be monetized or are only reportable as qualitative values.

Deliverables:

- i. Listing of risks for each State investment alternative evaluated.
- ii. Listing of consequences for each State investment alternative evaluated.
- iii. Spreadsheet to calculate Expected Annual Damages and Benefits for each Beneficiary by island for each State investment alternative evaluated.
- iv. Risk/Beneficiary and Benefits/Costs Matrix for items that cannot be expressed in monetary values for each DSC investment alternative evaluated.
- v. Narrative report with maps summarizing i - iv above.

(d) Report Preparation

Prepare draft and final reports incorporating all calculations, findings and recommendations developed from applying the peer reviewed methods and processes established in Task 1.

Deliverables:

- i. A draft report of data, findings and recommendations relevant to all sub-tasks under Task 2, suitable for DSC review and approval. This report shall be prepared by the same staff of professional writers responsible for the Task 1 report.
- ii. Presentation of results for recommendations and other products delivered to fulfill requirements contained in Task 2 of this Scope of Work.
- iii. Once DSC's review is complete and all comments are addressed to the satisfaction of the DSC, prepare a final report formatted for publication, as noted below.
- iv. Twenty (20) copies of all documents relevant to Task 2 shall be delivered, in hard copy and electronic form, with all photos, text, graphs, and drawings formatted for electronic and paper distribution. Separate files may be used for electronic distribution and for paper printing.

TASK 3 Associated Programmatic Environmental Impact Report (PEIR)

The result of this study, if adopted by the State, will become a legally enforceable policy. It is crucial to conduct an environmental impact assessment to inform DSC, which is in charge of this study, and DWR, which may consider utilizing its results, of the potential program-level environmental effects related to the components of this study. A PEIR, a document to address the requirements related to the California Environment Quality Act, shall be produced to summarize the proposed action and its consequences so that the State will be able to rely on this report as a reference for future planning and implementation activities.

Deliverables:

- i. Follow all steps necessary to conduct an environmental impact assessment to address the requirements related to CEQA and produce a draft Programmatic Environmental Impact Report for DSC's review.
- ii. A final Programmatic Environmental Impact Report, approved by DSC.
- iii. Twenty (20) copies of the final Programmatic Environmental Impact Report shall be delivered, in hard copy and electronic form, with all photos, text, graphs, and drawings formatted for electronic and paper distribution. Separate files may be used for electronic distribution and for paper printing.

TASK 4 Project Quality Control

The awarded bidder shall prepare and implement a Quality Control Plan for all deliverables included in Task 1 and Task 2 of this Scope of Work. The Quality Control Plan shall include coordination among participating entities to verify all data, methods, assumptions, models, and processes used for all products and deliverables. The Quality Control Plan will be used to ensure that the data collected and analyzed are accurate and adequate for the tasks described herein. The successful bidder shall appoint a Lead Project Manager for all work provided under this RFP. Lead Project Manager will work directly with DSC staff to provide specified deliverables on time and within budget.

Deliverables:

- i. Quality Control Plan for products delivered under this RFP for DSC approval.
- ii. Implementation of all aspects of the approved Quality Control Plan.

Conflict of Interest

(1) 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.

a. Current State Employees: (PCC §10410)

- 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.
- 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.

b. Former State Employees: (PCC §10411)

- 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.
- 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.

- c. Firm must disclose any business relationships which may be construed to have potential conflicts of interest, and describe any potential, real, or perceived conflicts and how the bidder would address them. The successful bidder, including any contractors and subcontractors shall not be involved in consulting with Reclamation Districts and/or Local Maintaining Agencies within the Delta, as defined in the Delta Reform Act. The DSC may request "Firm Presentations" from firms for the purpose of clarifying any situations that could be construed to be a conflict of interest, and has the sole and exclusive authority to disqualify a firm if DSC determines a conflict exists.

Proposal Requirements and Information

Proposal Key Action Dates

All proposing firms must adhere to the following time schedule.

Event	Date
Release Of RFP	February 25, 2014
Written Question Deadline (Answers Presented At The Mandatory Pre-Proposal Conference)	March 5, 2014 (5:00 pm)
Mandatory Pre-Proposal Conference	March 12, 2014 (10:00 am)
Mandatory Pre-Proposal Conference Doors Close	March 12, 2014 (10:10 am)
Final Date for Proposal Submission	March 21, 2014 (no later than 5:00 pm)
Evaluation Firm Presentations	April 8-11, 2014
Open The Sealed Cost Proposal Envelopes	April 14, 2014 (10:00 am)
Anticipated Award	April 22, 2014
Anticipated Start Date Of Agreement	May 16, 2014

Mandatory Pre-Proposal Conference

- a. Potential Bidders must attend the mandatory pre-proposal conference in order to have their proposal accepted. The mandatory pre-proposal conference will be held at:

Delta Stewardship Council
980 Ninth Street, 2nd Floor Sacramento, California 95814

- b. Substantive questions regarding proposal and contracting requirements will be addressed at the pre-proposal conference only. No questions with regards to requirements and provisions detailed in the Scope of Work will be addressed before or after the conference. Potential Bidders are asked to submit questions in writing by 9:00 a.m. on March 5, 2014, to You Chen (Tim) Chao, via FAX at (916) 445-7297, or email at YouChen.Chao@deltacouncil.ca.gov. Questions will also be accepted at the mandatory pre-bid conference to be held at 10:10 a.m. on March 12, 2014. Some questions may be answered at the pre-proposal conference, others may not. No questions will be accepted after the mandatory pre-bid conference. Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.
- c. The pre-proposal conference is intended to address questions regarding proposal and contract requirements. If appropriate, DSC may issue an Addendum to this RFP as a result of items discussed at the pre-proposal conference.

- d. Prospective proposing firms attending this pre-proposal conference will receive information regarding the proposal. In the event a prospective proposing firm is unable to attend a mandatory pre-proposal conference, an authorized representative may attend on the prospective firm's behalf. The representative may sign in for only one company.

Work Plan and Work Schedule/Technical Proposal Requirements

The bidder shall develop a work plan and schedule for task completion. Identify each major task, necessary subtask, and/or specific milestones as well as the specific deliverable associated with the milestone by which progress can be measured and payment made. The work plan, proposed schedule, and deliverable list will be crucial for demonstrating the bidder's ability to perform the required services. The Scope of Work provides the objective and general tasks that must be completed. Proposing firms shall include the following information:

a. **Project Personnel:**

List all personnel who will be working on the project. Include resumes which explain their titles, roles, responsibilities, and qualifications. The DSC reserves the right to disapprove the assignment or the continuing assignment of specific contractor personnel, subcontractors, and subcontractor personnel. The Contractor's withdrawal of said personnel will be within two working days of the DSC's Notice of Disapproval. Replacement personnel will be assigned within seven days after the DSC gives notice of disapproval. Replacement personnel must be approved by the DSC prior to their participation in the contract. Resumes will be required for any new personnel of the Contractor or subcontractor.

b. **Facilities and Resources:**

Explain where the services will be provided and what type of equipment and/or other resources are needed to perform the services.

Cost Proposal Format and Requirements

The proposing firm shall use the attached Cost Proposal Worksheet (Attachment I) to provide their cost proposal. The Cost Proposal Worksheet shall be submitted in the same packet as part of the proposal. The Cost Proposal shall be contained in a separate sealed envelope and marked "Sealed Cost Proposal - DO NOT OPEN."

Submission of Proposal

- a. Proposals must be received no later than 5:00 p.m. on the due date and can be submitted by mail, hand delivery, UPS, express mail, or Federal Express to:

Delta Stewardship Council
980 Ninth Street, Suite 1500
Sacramento, California 95814

- b. Proposals should provide straightforward and concise descriptions of the proposing firm's ability to satisfy the requirements of this RFP.
- c. If the proposal is made under a fictitious name or business title, the actual name of the proposing firm must be provided.
- d. All proposals must include original signatures on the following documents: Proposal/Proposing Firm Certification Sheet, Contractor Certification Clauses, and any other documents specified in this RFP.
- e. The original proposal must be marked "ORIGINAL COPY". All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.
- f. A minimum of 10 (ten) copies of the proposal must be submitted.
- g. Proposals not including the documents identified in the Section I, Required Attachments, shall be deemed non-responsive and will be rejected. The DVBE will be required if bidders intend to get extra point.
- h. All proposals are to be sent to DSC within the time frame indicated in the Key Action Dates. Proposals received after the due date and time will be returned unopened to the prospective proposing firm.
- i. All proposals must be submitted under sealed cover. The sealed cover must contain all documents listed in the Required Attachments. The outside of the sealed cover must be plainly marked with the RFP title and number, must show your firm's name and address, and must be marked with "DO NOT OPEN." The Cost Proposal shall be contained in a separate sealed envelope and marked "Sealed Cost Proposal - DO NOT OPEN."
- j. Proposals not submitted under sealed cover will be rejected. A minimum of two (2) original signed proposals must be submitted. At least additional 10 (ten) copies of the proposal must be submitted. Both proposals must be submitted in the same envelope.

- k. Proposals must be submitted for the entire service described within the Scope of Work, or more. Deviations from the specifications will not be considered and will be cause for rejection of the proposal.
- l. The State does not accept alternate language from a proposing firm. A proposal with such language may be considered a counter proposal and may be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- m. A proposal may be rejected if conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may waive any immaterial deviation in a proposal. The State's waiver of immaterial defect shall in no way modify the RFP document or excuse the proposing firm from full compliance with the objectives if awarded the Agreement.
- n. Costs for developing proposals and preparation of award of the Agreement are entirely the responsibility of the proposing firm and shall not be chargeable to the State of California.
- o. This RFP must be signed by an individual who is authorized to bind the proposing firm contractually. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal will be rejected.
- p. A proposing firm may modify a proposal after its submission by withdrawal and resubmission before the proposal due date. Modification of a proposal offered in any other manner, oral or written, will not be considered.
- q. A proposing firm may withdraw their proposal by submitting a written request to the State for its withdrawal, signed by the proposing firm or an agent authorized in accordance with paragraph o above. A proposing firm may thereafter submit a new proposal before the proposal submission deadline. Proposals may not be withdrawn after the proposal due date. Proposals received after the due date and time will be returned unopened to the prospective proposing firm.
- r. DSC may modify the RFP prior to the date fixed for submission of proposals by the issuance of an Addendum. This Addendum will also be posted on the State's eProcurement website found at www.bidsync.com.
- s. If all proposals costs are too high, DSC is not required to award an Agreement.
- t. The State may reject all proposals if deemed necessary.
- u. The proposals submitted, including costs, will become public when DSC has completed its evaluation and announces the responsible proposer who has been given the highest score.

- v. Proposing firms are cautioned not to rely on the State during the evaluation to discover and report all defects and errors in the proposal documents. Proposing firms should carefully proof read documents for errors and adherence to the RFP requirements prior to proposal submittal.

- w. More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. Reasonable grounds for believing that any proposing firm has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that proposing firm. If there is reason for believing that collusion exists among the proposing firm, none of the participants in such collusion will be considered in this or future procurements.

Selection Criteria

- a. DSC will put each proposal through a process of evaluation to determine the responsiveness of proposing firms to the State's needs. The final selection will be made on the basis of the highest scoring proposal meeting the specifications.
- b. Proposals containing false or misleading statements or providing references that do not support an attribute or condition claimed by the proposing firm may be rejected. If, in the opinion of the DSC, information was intended to mislead the State in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for rejection of the proposal.
- c. If there are tied proposals, DSC will draw straws to pick the winning proposing firm. The drawing will be witnessed and documented by two or more DSC employees.
- d. Proposals will be evaluated to determine how well the bidder's proposal meets the following:
 - Professional experience of the individual or firm in relation to the work to be performed.
 - Professional experience and academic background of the principals to be assigned to the project.
 - Demonstrated competence and experience of the individual or firm relevant to this project.
 - Reliability of the individual or firm and longevity of the proposed firm's staff.
 - Individual or firm's workload and demonstrated resources will be devoted to this project.

Proposal Evaluation Process

The proposal must be organized to correspond with all requirements and formats set forth in this RFP. The proposal should be clear, concise and complete. All information must be contained in the proposal. No assumption will be made by DSC regarding the intentions of the bidder in submitting the proposal. Written proposals must be bound and organized in a manner to facilitate ease of review by evaluators. DSC will review all of the following documents to determine that each is enclosed and properly completed. Failure to meet these administrative requirements shall cause a proposal to be deemed non-responsive and therefore ineligible for the next step of the RFP evaluation process.

- Cost Proposal Worksheet (Attachment I)
- Proposal/Proposer Firm Certification Sheet (Attachment II)
- Proposing Firm References (Attachment III)
- DARFUR Contracting Certification (Attachment IV)
- DVBE Incentive documentation, DSC 9666, (Attachment V)
- Std. 843, DVBE Declaration (Attachment VI)
- GSPD05-105, Bidder Declaration (Attachment VII)
- DVBE firm certification (issued by Office of Small Business and DVBE Services)
- Work Plan and Work Schedule/Technical Proposal
- Resumes for all personnel
- Proof of certifications or licenses
- Signed Contractor Certification Clauses (CCC 307)

All proposals submitted will be evaluated for form and content in accordance with the provisions stated in the final solicitation document. Clarifications maybe requested from the bidder at any phase of the evaluation process for the purpose of clarifying ambiguities in the information presented in the proposal.

Proposals and any work sample should be submitted with the most favorable terms the bidder can offer. If DSC is unable to execute an Agreement with the apparent successful competitor, DSC reserves the right to award the Agreement to the next highest scoring responsive and responsible bidder whose proposal conforms to the requirements of this solicitation document.

The proposal evaluation process will be conducted in three (3) phases:

- (1) Identification of the bidders that have the highest probability of satisfactorily performing the services as described herein;
- (2) Firm Presentations; and
- (3) Cost Evaluation. The Evaluation process will be conducted in a comprehensive and impartial manner as set forth herein.

a. Qualification Evaluation (Administrative & Technical)

(1) Administrative

- a. Each proposal package will be date and time stamped when received.
- b. Each proposal package will be inspected to ascertain that it is properly sealed and labeled. Proposals not passing this inspection will not be accepted.
- c. All proposals will remain sealed and in a secured area until opening, at which time all proposals will be opened together. Contents of all proposals may be considered public information when a Notice of Intent to Award is posted.
- d. All proposals will be reviewed to determine if they satisfy the minimum qualifications and contain the required submittals specified in this RFP.
- e. Failure to meet any of the above criteria will result in an immediate disqualification.

(2) Technical Proposal Evaluation

Proposals that pass the prequalification evaluation review will undergo an evaluation process conducted by a team of reviewers appointed by DSC Executive Officer or Designee. Each team member will independently evaluate and score the proposals based on the categories enumerated in Scoring System described below.

b. Evaluation Firm Presentations

The highest scoring firms may be invited to make a presentation to the DSC in Sacramento, California. The presentation will have a maximum rating of **125 points**, as identified on the Scoring System. Presentation points will be added to the Proposal Evaluation points.

c. Proposed Cost

Upon completion of the presentation and awarding of points for that phase, the cost section will be opened. Use Attachment I, Cost Proposal Worksheet to provide your firm's proposal. This phase will be scored according to the Scoring System described below. The awarded contract will be based upon this Cost Proposal Worksheet, which will become a part of the actual contract. The Cost Proposal Worksheet shall be submitted with your proposal in a separate sealed envelope.

Scoring System

The highest point score awarded is **500 points** and will be based on the information provided by the bidder meeting all requirements and criteria as stated in the RFP. Responsiveness to the requirements of the RFP, especially in adhering to the required format, ease of understanding and conciseness and clarity of the proposal is of utmost importance.

The scoring system will consist of two steps:

- (1) Evaluation of the written documentation provided in the proposal and
- (2) Evaluation of responses to questions during an interview process.

a. Technical Proposal **Points 100**

- i. Demonstrated knowledge of the resources available to complete a report addressing the issues in the scope of work requested. (35 points)
- ii. Level of understanding of the services requested as evidenced by the written work plan and proposal content. (50 points)
- iii. Level of innovative, state-of-the-art components to the proposed assessment and communication approaches (15 points)

b. Qualifications and Experience **Points 125**

- i. Ability of the firm and its subcontractor team(s) to perform the work required, as demonstrated by the submitted resume(s), references, professional qualifications, educational background, current professional designations, and written accounts of their professional experiences. (20 points)
- ii. Knowledge and understanding of current Delta related risk management requirements and environmental regulations. (5 points)
- iii. Knowledge and understanding of levee construction, improvement, operation, and maintenance, including compliance with California Environment Quality Act (CEQA). (10 points)
- iv. Expertise in levee engineering, multi-hazard mitigation, flood risk management, flood damage reduction and assessment, complex economic analysis, life risk analysis, environmental restoration, CEQA compliance, and natural resources planning. (40 points)
- v. Expertise in controversial natural resources planning and engaging interested stakeholders (20 points)

- vi. Demonstrated project management skills and experience in managing large, complex, federal/state multidisciplinary projects with a strong emphasis on Delta levees and related planning and stakeholder outreach. (20 points)
- vii. Strong written and verbal communication skills. (10 points)

c. Interview Points 125

Interview panel will assign a score based on response to questions asked during the interview.

d. Cost Points 150

This phase consists of opening and evaluating cost proposals.

Each remaining bidder will receive points determined by multiplying 150 with the result of dividing the low bid by its bid. All scores will be truncated down to the nearest integer.

Example:

The lowest bid is \$40.00 per hour and another bid is \$50.00 per hour, the low bidder would receive 150 points. The other proposal would receive $(40/50) \times 150 = 120$ points

$$\frac{\text{Lowest Firm's Total Cost} \times 150}{\text{Firm's Total Cost}} = \text{Bidder's Cost Score}$$

Cost Score Sample

Firm	Total Cost Proposal	Calculation	Cost Proposal Score
A	\$200,000	$\frac{\$100,000 \text{ (Bidder B)} \times 150}{\$200,000 \text{ (Bidder A)}}$	75
B	\$100,000	$\frac{\$100,000 \text{ (Bidder B)} \times 150}{\$100,000 \text{ (Bidder B)}}$	150
C	\$150,000	$\frac{\$100,000 \text{ (Bidder B)} \times 150}{\$150,000 \text{ (Bidder C)}}$	100

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

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

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

95 x 0.05 SB preference = 4.75 points

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

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

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

The following example is based on 100 total possible points:

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

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

(3) DVBE Incentive Application – Allowable Incentive Amounts

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

Example scale using high score method:

Available points example using sliding scale:

Administrative:	200 points
Technical proposal:	400 points
<u>Cost proposal:</u>	<u>600 points</u>
Total:	1200 points

Confirmed DVBE Participation

Incentive Points Calculation:

1% - 1.99% inclusive	1% X 1200 = 12
2% - 2.99% inclusive	2% X 1200 = 24
3% - 3.99% inclusive	3% X 1200 = 36
4% - 4.99% inclusive	4% X 1200 = 48
5% and Higher	5% X 1200 = 60

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

Example results using high score method:

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

(4) Order of Evaluation

- a. Small Business Preference is calculated by multiplying the highest total points achieved by 5% and adding the resulting calculation to the total points of the Small Business firm. In this sample the calculation was based on 1155 points x .05 resulting in 57.75 additional points added to the certified Small Businesses (A and C).

- b. DVBE Incentive Points are factored by multiplying the DVBE participation (%) identified by the total possible points that could be awarded (1200). This amount is then added to the firm's total points. In the sample above, Firm B had 60 additional points added (.05% x 1200 total points available. to their total points placing them first for award). Firm C received 24 Incentive points, but this was not enough to place them first for award.

- c. Under the High Score Method, it is possible to displace a high point Certified Small Business with the Application of the DVBE Incentive.

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, DSC 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

Notice of Intent to Award and Protest

- a. Notice of the proposed award shall be posted in a public place in the office of Delta Stewardship Council at 980 Ninth Street, Sacramento, California 95814 and on the following Internet site: <http://deltacouncil.ca.gov/> for five (5) working days prior to awarding the agreement. All proposing firms will be officially notified via BidSync that the Notice of Intent to Award is posted.
- b. Public inspection of all proposals and score sheets will be allowed after the Notice of Intent to Award has been posted.
- c. Contracts shall be awarded only after a Notice of Intent to Award has been posted in a place accessible by the general public, including any internet site identified in this RFP, for five (5) business days.
- d. Prior to the award, a proposing firm that claims the firm should be eligible for the award of the contract may protest the proposed award on the basis that DSC has incorrectly scored his or her proposal.
- e. A protestant must meet the burden of proof that DSC has committed a material error in the scoring of the protestant's proposal.
- f. Within five business days of filing the protest, the protestant must submit a detailed written statement of protest if the original protest did not contain the complete grounds for the protest.
- g. Both the original protest and/or the detailed statement of protest, if any, must include the RFP number, the name of the State Agency involved, agency contact person, and protestant's fax number, if any.

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

Department of General Services

Office of Legal Services

Attention: Protest Coordinator
707 Third Street, 7th Floor
West Sacramento, California 95605
OR
Fax: (916) 376-5088

AND

Delta Stewardship Council
980 Ninth Street, Suite 1500
Sacramento, California 95814
OR
Fax: (916) 445-7297

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.

Disposition of Proposals

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

Agreement Execution and Performance

- (1) Service shall start not later than five working days, or on the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's Proposal price and the actual cost of performing work by another contractor.

- (2) All performance under the agreement shall be completed on or before the termination date of the agreement.

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.

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 DSC.

Preference Programs

- (1) Disabled Veteran Enterprise Program (DVBE)
- (2) The Delta Stewardship Council has waived this solicitation from DVBE Program requirements and firms responding to this solicitation are not required to satisfy with these program requirements as a component of this solicitation. "DSC is including the DVBE Incentive in this solicitation. Firms that voluntarily elect to include DVBE subcontractors in their solicitation response will have the DVBE Incentive applied and added to their final score. The adjusted score may place the firm in line for proposal award."
- (3) Small Business preference - www.dgs.ca.gov/pd/Programs.aspx (SB/DVBE - OSDS tab)
- (4) Economic Incentive Programs

Bidders may be eligible for additional preferences when their place of business is located within certain economic regions and when they hire persons living and working within those economic regions. Please access the following links to read information about these economic incentive programs.

TACPA CONTRACT PREFERENCE

This solicitation contains Target Area Contract Preference Act (TACPA) preference request forms. Please carefully review the forms and requirements. Bidders are not required to apply for these preferences. Denial of the TACPA preference request is not a basis for rejection of the bid.

The State as part of its evaluation process reserves the right to verify, validate, and clarify all information contained in the bid. This may include, but is not limited to, information from bidders, manufacturers, subcontractors and any other sources available at the time of the bid evaluation. Bidder refusal to agree to and/or comply with these terms, or failure to provide additional supporting information at the State's request may result in denial of preference requested.

Contracts awarded with applied preferences will be monitored throughout the life of the contract for compliance with statutory, regulatory, and contractual requirements. The State will take appropriate corrective action and apply sanctions as necessary to enforce preference programs.

- TACPA Preference Request (STD 830):
<http://www.documents.dgs.ca.gov/osp/pdf/std830.pdf>
- Bidder's Summary of Contract Activities and Labor Hours:
<http://www.documents.dgs.ca.gov/pd/edip/bidsum526.pdf>
- Manufacturer's Summary of Contract Activities and Labor Hours:
<http://www.documents.dgs.ca.gov/pd/dispute/mfgsum525.pdf>

Any questions regarding the TACPA preference should be directed to the Department of General Services, Procurement Division at (916) 375-4609.

PROPOSAL CHECKLIST

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

Documents required with submission of proposal

- Attachment I – Cost Proposal Worksheet Sheet (*must be signed and include all pages*)
- Attachment II – Proposal/Proposing Firm Certification Sheet
- Attachment III – Proposing Firm References
- 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.*)
- Contractor Certification Clauses (CCC 307) (*CCC must be submitted with proposal.*)

- Copy of Contractor's License

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 the 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 (DSC 9666) (*only required when prime bidder elects to subcontract with CA certified DVBE firm*) (*this is not mandatory*)
- 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 (if applicable.)

ADDITIONAL STATE MANDATED PREFERENCE PROGRAMS

- Required only when the bidding firm claims one or more of the following:
- Target Area Contract Preference Act (TACPA. (Std. 830)

Documents required upon contractor selection

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.

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

Required Attachments

ATTACHMENT I

COST PROPOSAL WORKSHEET

The estimated _____ indicated below will be used solely for computing the cost as a fair and equitable formula to determine the highest scored bidder. However, the actual costs quoted below by the bidder shall be binding for the term of the Agreement.

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

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

Task 1:

Labor Costs

Labor Classification	Number of Hours	Contractor Rate	Cost
Program Manager			\$
Staff Assistant			\$
Technician			\$
Clerical			\$
Labor Cost Subtotal			\$

Indirect Costs

	Unit	Contractor Rate	Cost
Travel			\$
Equipment/Supplies*			\$
Other Direct Costs*			\$
Indirect Costs Subtotal			\$

(*) must be itemized

Task 2:

Labor Costs

Labor Classification	Number of Hours	Contractor Rate	Cost
Program Manager			\$
Staff Assistant			\$
Technician			\$
Clerical			\$
Labor Cost Subtotal			\$

Indirect Costs

	Unit	Contractor Rate	Cost
Travel			\$
Equipment/Supplies*			\$
Other Direct Costs*			\$
(*) must be itemized		Indirect Costs Subtotal	\$

Task 3:

Labor Costs

Labor Classification	Number of Hours	Contractor Rate	Cost
Program Manager			\$
Staff Assistant			\$
Technician			\$
Clerical			\$
Labor Cost Subtotal			\$

Indirect Costs

	Unit	Contractor Rate	Cost
Travel			\$
Equipment/Supplies*			\$
Other Direct Costs*			\$
(*) must be itemized		Indirect Costs Subtotal	\$

Task 4:

Labor Costs

Labor Classification	Number of Hours	Contractor Rate	Cost
Program Manager			\$
Staff Assistant			\$
Technician			\$
Clerical			\$
Labor Cost Subtotal			\$

Indirect Costs

	Unit	Contractor Rate	Cost
Travel			\$
Equipment/Supplies*			\$
Other Direct Costs*			\$
Indirect Costs Subtotal			\$

(*) must be itemized

(Labor costs subtotal) + (Indirect Costs Subtotal) = _____ Total Bid

NO GUARANTEE OF WORK UNDER THIS CONTRACT. In the event of computational error, unit prices will prevail over extended totals. DSC will check proposal calculations and recalculate proposal totals. I certify under penalty of perjury under the laws of the state of California, the foregoing is true and correct.

Company Name

Printed Name and Title of Bidder

Signature of Bidder

Date

**ATTACHMENT II
PROPOSAL/PROPOSING FIRM CERTIFICATION SHEET**

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

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

- (1) Our all-inclusive proposal is submitted as detailed in Attachment I, Cost Proposal Worksheet.
- (2) All required attachments are included with this certification sheet.
- (3) The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

An unsigned Proposal/Proposing firm Certification Sheet will 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. Proposing firm's Name (Print)				11. Title	
12. Signature				13. Date	
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSDS) as:					
a. California Small Business			b. Disabled Veteran Business Enterprise		
Yes <input type="checkbox"/> No <input type="checkbox"/>			Yes <input type="checkbox"/> No <input type="checkbox"/>		
If yes, enter certification number:			If yes, enter your service code below:		
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes".					
Date application was submitted to OSDS, if an application is pending:					

Completion Instructions for Proposal/Proposing Firm Certification Sheet

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

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

**ATTACHMENT III
PROPOSING FIRM REFERENCES**

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

REFERENCE 1

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

REFERENCE 2

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

REFERENCE 3

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

Please provide a statement of explanation if no references are available

ATTACHMENT IV

DARFUR CONTRACTING ACT CERTIFICATION

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

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

OPTION #1 - CERTIFICATION

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

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

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

OPTION #2 – WRITTEN PERMISSION FROM DGS

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

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

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

Attachment V

CALIFORNIA DVBE PROGRAM INCENTIVE INSTRUCTIONS DSC 9666, (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, DSC includes the incentive in all IFB and RFP solicitations whether exempt or not.

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

INTRODUCTION

The Delta Stewardship Council (DSC. 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 awards are made at the bidder's original bid or proposal price.

DVBE Incentive Application:

- (1) 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.
- (2) For the purposes of this solicitation, DVBE Incentive participation is *optional* and at the discretion of the bidder.
- (3) When requesting the Incentive, bidder must complete the attached DSC 9666 Documentation of DVBE Program Requirements and Bidder Certification of DVBE Participation. These forms must be included with the bid submittal.
- (4) 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))
- (5) Application of the Incentive cannot displace the low bid of a certified-small business with that of a non-small business.

- (6) Services or commodities provided by the DVBE firm *must* meet the definition of a “Commercially Useful Function” (CUF, as defined under Government Codes: 14837; 14838.6; 14839; 14842; 14842.5 and Military and Veterans Code 999 and 999.6. Failure of the DVBE subcontractor to meet CUF requirements will render the bidding firm ineligible for the DVBE Incentive application.

DVBE INCENTIVE

In accordance with Section 999.5(a. of Military and Veterans Code an incentive will be given to bidders who include DVBE participation in their bid response. For evaluation purposes only, the State shall apply an incentive to bids that propose California-certified DVBE participation identified on DSC 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 DSC 9666 Bidder Certification of DVBE Participation page 7. The applied incentive will not be less than 1 percent and will not exceed 5 percent. Those firms identifying less than one percent will not be considered for the incentive application. Firms proposing more than 5 percent shall have the incentive capped at 5 percent. The incentive amount for awards based on low price will vary in conjunction with the proposed DVBE participation. Unless a table that replaces the following has been expressly established elsewhere within the solicitation, the following percentages will apply for awards based on low price:

Confirmed DVBE Participation:

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

As applicable:

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

PROGRAM DEFINITIONS

COMMERCIALLY USEFUL FUNCTION (California Code of Regulations, Title 2, Section 1896.71

(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 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:

- (1) 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
- (2) Managed by and with the daily business operations controlled by one or more disabled veterans
- (3) 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

DSC EXHIBIT E ADDITIONAL PROVISIONS – DVBE PROGRAM

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

Contract Amendments – DVBE Program Requirements

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

Contract Audits

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

DVBE Payment Certification

Under Military and Veterans Code 999.5 a prime contractor must certify payments have been made to listed DVBE subcontractors within 60 days of receiving final payment from the department. Violations imposed carry a minimum of \$2,500 to a maximum of \$25,000 for each penalty.

Substitution of DVBE Firms

Under Military and Veterans Code 999.10 prime contractor may, subject to the approval of DGS Office of Small Business and DVBE Services, replace a DVBE firm identified in its bid or offer with another DVBE firm.

DVBE Quarterly Reports

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

SUGGESTIONS FOR LOCATING DVBE FIRMS

Contact the Awarding Department

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

Other State and Federal Agencies and Local Organizations

STATE:

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

To begin your search:

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

FEDERAL: Search the U.S. Small Business Administrations (SBA) Central Contractor Registration (CCR) on-line database at www.ccr.gov/ to identify potential DVBE firms and click on the "Dynamic Small Business"

Search" button. Search options and information are provided on the CCR site and first time users are advised to "click" on the help button for detailed instructions.

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

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

WEBSITE RESOURCES AND INFORMATION

RESOURCE	FOR
----------	-----

U.S. Small Business Administration (SBA):

<https://www.bpn.gov/ccr/default.aspx>

Service-Disabled-owned businesses in California. *Be sure to verify each DVBE's California Certification.*

Access the Central Contractor Registration on-line database.

Available only through internet contact.

Local Organizations: Go to www.pd.dgs.ca.gov/smbus and select:
DVBE Local Contacts (New 02.09) (pdf)

List of potential DVBE subcontractors

DGS-PD EProcurement

Website: www.eprocure.dgs.ca.gov

Phone: (916) 375-2000

Email: eprocure@dgs.ca.gov

- SB/DVBE Search
- CSCR Ads
- Click "training tab" to access eProcurement Training Modules for Small Business (SB)/DVBE Search

DGS-PD Office of Small Business and DVBE Services (OSDS)

707 Third Street, Room 1-400, West Sacramento, CA 95605

Website: www.pd.dgs.ca.gov/smbus

OSDS Receptionist, 8 am-5 pm: (916) 375-4940

PD Receptionist 8 am-5 pm: (800) 559-5529

Fax: (916) 375-4950

Email: osdchelp@dgs.ca.gov

- Directory of California-Certified DVBEs
- Certification Applications
- Certification Information
- Certification Status, Concerns
- General DVBE program information
- DVBE Business Utilization Plan
- Small Business/DVBE Advocates

Delta Stewardship Council

Marla Lynch, Contract Analyst

980 9th Street, Suite 1500

Assistance locating DVBE firms related specifically to the advertised solicitation bidder is responding to.

Sacramento, CA 95814

Website: <http://www.deltacouncil.ca.gov>

Email: Marlalynch@deltacouncil.ca.gov

Phone: (916) 445-7640 Fax: (916) 445-7297

DSC 9666 - DVBE INCENTIVE INFORMATION AND DOCUMENTATION

In order to receive a DVBE Incentive application, bidders must complete and return DSC Forms 9666, Documentation of DVBE Program Requirements, page 6 and Bidder Certification of DVBE Participation page 7. Failure to do so will result in no Incentive being applied.

MINIMUM DVBE COMMITMENT LEVEL

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

SELECTION OF DVBE COMMITMENT OPTION

OPTION 1 – BIDDER IS ITSELF A CERTIFIED DVBE

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

OPTION 2 – BIDDER DVBE COMMITMENT

- Commit to a certified DVBE firm for at least 1 percent of the bid amount.
- Bidder must document DVBE participation level using the DSC 9666, Documentation of DVBE Program Requirements.
- Bidder must submit written confirmation and acceptance from the identified DVBE subcontractor using DSC 9666, Bidder Certification of DVBE Participation.
- Bidder must submit evidence of DVBE certification – obtained through the Office of Small Business and DVBE Services (OSDS).

DSC 9666, Documentation of DVBE Program Requirements

Bidder is advised to read instructions carefully.

COMMERCIALLY USEFUL FUNCTION (California Code of Regulations, Title 2, Section 1896.71 (l))

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.

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

- OPTION 1:** We are a certified DVBE firm bidding this solicitation as a prime firm and our commitment is at least three percent.
- OPTION 2:** We are not a certified DVBE firm. We have committed to meeting DVBE participation of at least 3 or more percent.
-

INSTRUCTIONS FOR DOCUMENTING DVBE PROGRAM REQUIREMENTS

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

DSC 9666- "DOCUMENTATION OF DVBE PROGRAM REQUIREMENTS"

1. Be sure to make the proper determination that the selected DVBE firm meets California CUF requirements.
2. Under "DVBE OPTION DESIGNATION" above, select the option appropriate for your firm's commitment and then complete the Bidder Certification of DVBE Participation.
 - a. If Option 1 is selected, complete the Bidder Certification, Sections 3 – 4. Include the 9666, Documentation of DVBE Program Requirements, the Bidder Certification of DVBE Participation, and your DVBE certification with your bid response
 - b. For Option 2, see the following instructions.

DSC 9666 - BIDDER CERTIFICATION OF DVBE PARTICIPATION

Bidders requesting the DVBE Incentive are required to complete DSC 9666 - BIDDER CERTIFICATION OF DVBE PARTICIPATION to document their commitment to a DVBE firm or firms. A separate form is required for each DVBE commitment. Failure to submit this form with your bid will result in a determination of noncompliance and your bid will be rejected.

Section 1: Complete your prime firm/bidder business information

Section 2: Identify services or commodities to be provided by the DVBE subcontractor

Section 3: Identify the commitment level your firm is making to the DVBE subcontractor; provide the printed and signed name of the legally authorized representative and sign and date the document.

Section 4: Is to be completed by the DVBE firm. Fax the completed/signed document to the DVBE. Provide the DVBE firm with instructions to:

- Complete the form, and include all requested information
- Sign and date the form
- Attach a current copy of their OSDS certification – available through OSDS eProcurement SB/DVBE certification website
- Return both forms to you; email or fax is acceptable.

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS, STD. 843

All prime DVBE firms or DVBE firms acting as subcontractors for materials, supplies, services or equipment rental must submit an original signed DVBE Declaration, Std. 843 with their bid, or provide one to the prime for inclusion with their bid submittal. [Military and Veterans Code 999.3

BIDDER DECLARATION GSPD-05-105

All bidders responding to this solicitation must complete the Bidder Declaration GSPD-05-105 and include it with their bid response. When completing the declaration, bidders responding to the solicitation must identify all SB and or DVBE subcontractors proposed for participation in the contract.

Bidders awarded a contract are contractually obligated to use the SB or DVBE subcontractor for the work identified unless the State agrees to a substitution. The Department must be notified in writing that a substitution is requested and any substitution of a Small Business or DVBE firm must be approved by the State.

DSC 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 Delta Stewardship Council 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
---	--	------

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

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: _____ SCPRS 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)

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?
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>
					<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 (NVSA)
- Disabled Veteran Business Enterprise (DVBE)

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, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs 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 DVBE.

(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 DVBE 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, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.pd.dgs.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, NVSA, and/or DVBE 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 DVBE (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 DVBE)

Enter "Yes" if the subcontractor is a California certified DVBE 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 DVBE 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

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

CONTRACTOR'S NAME

2. The term of this Agreement is: _____ through _____

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

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

Exhibit A – Scope of Work _____ page(s)

Exhibit A – Attachment 1, Resume

Exhibit B – Budget Detail and Payment Provisions _____ page(s)

Exhibit B – Attachment 1, Budget Detail

Exhibit C* – General Terms and Conditions _____ GTC 610

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) _____ page(s)

Exhibit - D* Special Terms and Conditions _____ page(s)

Exhibit E- Additional Provisions _____

Exhibit E- Attachment 1, Protection of Confidential and Sensitive Information

Exhibit E- Attachment 2, Non-Disclosure Certificate

Exhibit E- Attachment 3, Political Reform Act Compliance

Exhibit F- Contractor's Release Form

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

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

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

CONTRACTOR

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

BY (Authorized Signature)

DATE SIGNED (Do not type)

[Signature]

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

BY (Authorized Signature)

DATE SIGNED (Do not type)

[Signature]

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

California Department of General Services Use Only

Exempt per:

EXHIBIT A
SCOPE OF WORK

SAMPLE

EXHIBIT A, ATTACHMENT 1
RESUME

SAMPLE

EXHIBIT B
Budget Detail and Payment Provisions

1. INVOICING AND PAYMENT

- A. For services satisfactorily rendered according to the scope of work, terms, conditions, and exhibits of this Agreement; and upon receipt and approval of invoices, the Delta Stewardship Council (DSC) agrees to compensate Contractor for actual expenditures incurred in accordance with the rates specified in Exhibit B. The DSC Program Contract Manager will not accept an invoice for which work has not been completed/approved and will return the invoice as a disputed invoice to the Contractor.
- B. Invoices shall be submitted not more frequently than monthly in arrears after receiving notice of satisfactory completion or acceptance of work by the DSC Program Contract Manager. Contractor shall submit one (1) copy of the invoice bearing the Agreement Number, including other required information (see item D below), to:

Delta Stewardship Council
Attention: DSC Accounting Office
980 Ninth Street, Room 1500
Sacramento, California 95814

- C. Monthly invoices shall be submitted for payment within 30 days following the end of each calendar month in which work was performed and costs incurred in the performance of the Agreement, unless the contract has reached the expiration/termination date (see item 5 below, "Timely Submission of Final Invoice") or alternate deadline that is agreed to in writing by the DSC Program Contract Manager.

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

Costs and/or expenses deemed unallowable are subject to recovery by the DSC, see item 7 below, "Recovery of Overpayments".

- D. Invoices should be printed on Contractor's letterhead and signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the service performed under this contract. Invoices must also include at a minimum the following information:

- Agreement Number.
- Invoice Number.
- Invoice Date.
- Total dollar amount being billed for the statement period including the billing/performance period covered.
- Description of the work performed.
- Itemized cost breakdown in the same or greater level of detail as indicated in this Agreement.
- Original receipts of actual out-of-pocket expenses that were preapproved the DSC Program Contract Manager or designee.
- Report expenses attributed to Disabled Veteran Business Enterprise (DVBE) subcontractors or DVBE suppliers at any tier (if any). This requirement only applies

if the Contractor identified DVBEs for participation during the selection or negotiation process.

In addition, the following must be attached to the invoice to obtain reimbursement for travel and per diem expenses (see item 5 below, "Contractor Payment"):

- Travel Expense Claim (Std. 262).
- Original receipts.
- Travel expense amount as specified on the invoice.
- Certified Small Business status only if Contractor is a California Small Business.

2. STATE BUDGET CONTINGENCY CLAUSE

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

3. FEDERALLY-FUNDED CONTRACTS

- A. All contracts, except for state construction projects, that are funded in whole or in part by the federal government must contain a 30-day cancellation clause and the following provisions.
1. It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
 2. This contract is valid and enforceable only if sufficient funds are made available to the State by the federal Government for the specified fiscal year and for the purpose of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
 3. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
 4. The DSC has the option to invalidate the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

4. 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. An incomplete/disputed invoice will be returned to Contractor per Government Code, Chapter 4.5, Section 927.6. Time specified for prompt payment in Government Code, Chapter 4.5, Section 927.4 commences upon submittal of a completed/undisputed invoice.

5. CONTRACTOR PAYMENT

- A. Contractor will be paid in accordance with Exhibit B, Attachment 1, upon successful completion of work and final approval from the DSC Program Contract Manager, not to exceed the total dollar amount of the Agreement inclusive of any expenses, travel and per diem. Such work will be at the direction of the DSC Program Contract Manager or designee.

Travel and per diem expenses in this Agreement will be reimbursed within 45 days of receipt of an undisputed Travel Expense Claim (Std. 262), and will be at the same rates the DSC provides for non-represented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations. The State's current travel and per diem rates are available at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. The Std. 262 claim form is available at: <http://www.osp.dgs.ca.gov/StandardForms/Fill+and+Print+Standard+eforms.htm>.

The original receipt must be attached to the claim (Std. 262) before the expense can be reimbursed. No expenses outside the State of California can be reimbursed unless there is prior written authorization from the DSC Executive Officer or Chief Deputy Executive Officer. Exceptions are allowed for the Contractor's travel expenses when their headquarters address is out of state.

6. TIMELY SUBMISSION OF FINAL INVOICE

- A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the DSC Program Contract Manager. The final invoice must be clearly marked "**FINAL INVOICE**", thus indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the DSC Program Contract Manager prior to the expiration or termination date of this agreement.
- C. The Contractor is hereby advised of its obligation to submit, with the final invoice, a "Contractor's Release (**Exhibit F**)" acknowledging submission of the final invoice to the State.

7. RECOVERY OF OVERPAYMENTS

- A. Contractor agrees that claims based upon a contractual agreement or an audit finding and/or audit finding that is appealed and upheld, will be recovered by the State and/or federal government by one of the following options:
1. Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment; or
 2. A repayment schedule which is agreeable in writing to both the State and the Contractor.
- B. The State reserves the right to select which option will be enforced and the Contractor will be notified by the State in writing of the claim option to be utilized.
- C. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached.

SAMPLE

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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. DISPUTE RESOLUTION

Any claim that the Contractor may have regarding the performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the Delta Stewardship Council Contract Manager in writing within ten (10) days of discovery of the problem. The Contractor and the Delta Stewardship Council (DSC) Director or Director's designee will then attempt to negotiate a resolution of the claim, if appropriate, and process an amendment to this Agreement to implement the terms of any such resolution. If the Contractor and the Delta Stewardship Council are unable to resolve the dispute, the decision of the Director or Director's designee will be final, unless appealed to a court of competent jurisdiction. Contractor will continue with the responsibilities under this Agreement during any dispute.

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

3. ACKNOWLEDGMENT OF CREDIT

The Contractor will include appropriate acknowledgment of credit to the State of California, the Delta Stewardship Council and all cost-sharing partners for their financial support when using any data and/or information developed under this Agreement.

4. STANDARD OF PROFESSIONALISM

The Contractor will conduct all work consistent with the professional standards of the industry and type of work being performed under the Agreement.

5. TERMINATION WITHOUT CAUSE

The Delta Stewardship Council may terminate this Agreement without cause upon thirty (30) days advance written notice. The Contractor will be reimbursed for all reasonable expenses incurred up to the date of termination.

6. COMPUTER SOFTWARE

If 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 Delta Stewardship Council funds will not be used in the performance of this contract. Acquisition, operation, or maintenance of computer software during the term of this

Agreement must be performed in accordance with all applicable laws and vendor license agreements. Contractor will provide all necessary business productivity or utility software in addition to any required computer equipment, peripherals and proprietary or specialty software when performing services at Contractor location.

7. RIGHTS IN DATA

The Delta Stewardship Council will retain rights to all final products produced as a result of this agreement. The Contractor will provide the Delta Stewardship Council with an electronic or camera ready version of the final product. Contractor will have full rights to reproducing the product(s) as long as used for government and not commercial, purposes.

The Delta Stewardship Council has the right to: (1) obtain, reproduce, publish, or otherwise use the data first produced in performing this contract, and (2) authorize others to receive, reproduce, publish, or otherwise use such data by or on behalf of the Delta Stewardship Council.

8. COPYRIGHT

All rights in copyright works created by Contractor in the performance of work under this contract are the property of the Delta Stewardship Council. Delta Stewardship Council will grant Contractor a royalty-free, non-exclusive, non-transferable, irrevocable license to reproduce, prepare derivative works, and distribute copies of deliverables so long as such deliverables are used for government, and not commercial purposes.

9. INTELLECTUAL PROPERTY INDEMNITY

Contractor will defend and indemnify The Delta Stewardship Council from and against any claim, lawsuit, or other proceeding, loss, cost, liability, or expense (including court costs and reasonable fees for attorneys and other professionals) to the extent arising out of any third party claim solely arising out of the negligent or other tortious acts or omissions by the Contractor, its employees, or agents, in connection with intellectual property claims against either deliverables or the Contractor's performance thereof under this Contract.

10. 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.

11. 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.

12. CONTRACTOR EVALUATION

Within sixty (60) days after the completion of this Agreement, the Delta Stewardship Council Contract Manager will complete a written evaluation of Contractor's performance under this Agreement. If Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the State Department of General Services, Office of Legal Services, and to Contractor within 15 working days of the completion of the evaluation (PCC 10369).

13. FORCE MAJEURE

Neither party will be liable to the other for any delay in or failure of performance, nor will any such delay in or failure of performance constitute a default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

14. 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 Delta Stewardship Council will, 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.

15. RENEWAL OF CCC

Contractor will renew the Contractor Certification Clauses or successor documents every three (3) years or as changes occur, whichever occurs sooner.

16. CONFLICT OF INTEREST

A. Current and Former State Employees: Contractor should be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

(1) Current State Employees: (PCC §10410)

(a) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

(b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

(2) Former State Employees: (PCC §10411)

(a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

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

B. Penalty for Violation: If the Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void (PCC §10420).

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

D. Representational Conflicts of Interest: The Contractor must disclose to the Delta Stewardship Council Manager any activities by contractor or subcontractor personnel involving representation of parties, or provision of consultation services to parties, who

are adversarial to the Delta Stewardship Council. The Delta Stewardship Council may immediately terminate this contract if the contractor fails to disclose the information required by this section. The Delta Stewardship Council 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).

SAMPLE

EXHIBIT E
ADDITIONAL PROVISIONS

1. **COPYRIGHT:** All rights in copyright works created by the Contractor in the performance of work under this agreement are the property of the State.
2. **REIMBURSEMENT CLAUSE:** If applicable, travel and per diem expenses to be reimbursed under this contract shall be at the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations.
3. **EVALUATION OF CONTRACTOR FOR CONSULTANT AGREEMENTS:** Performance of the Contractor under this Agreement will be evaluated. At the conclusion of the contract, the evaluation shall be prepared on Contract/Contractor Evaluation Sheet, STD. 4 and forwarded to the Contract Services Office where they will be filed. A copy of any negative evaluation for contracts over \$5,000 will be sent to the Department of General Services, Office of Legal Services.
4. **PERMITS AND LICENSES:** Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work.
5. **OPTION TO RENEW:** The Delta Stewardship Council (DSC) reserves the right to renew this Agreement for one (or two) additional years under the same terms and conditions.
6. **PROTECTION OF CONFIDENTIAL AND SENSITIVE INFORMATION:** This shall apply to all Contractors whose terms with DSC require or permit access to Confidential or Sensitive Information in conducting business with DSC or performing duties under a Contract with DSC. Contractor shall impose all the requirements of this provision on all of its officers, employees, and Affiliates with access to Confidential and/or Sensitive Information in accordance with Attachment 1. Also a Non-disclosure Certificate, Attachment 2, must be signed by all personnel with access to Confidential and Sensitive Information and submitted to DSC prior to being allowed such access.
7. **WORK SCHEDULE:** Work performed under this Agreement will normally be conducted during regular business hours but may involve night and weekend assignments. Work schedule changes will be made upon mutual agreement of the Contractor.

The Contractor's relationship with the Delta Stewardship Council shall be governed by this Agreement.

8. **PROFESSIONAL CONDUCT**

The highest professional conduct will be required at all times. Any issues related to professional conduct shall be addressed mutually by the Contractor contact and the DSC Program project representative.

9. **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 DSC, 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. 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 endorsement:

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, coverage's and limits required of Contractor.

10. POLITICAL REFORM ACT

The Contractor shall comply with the language stated in the Standard Contract Provisions Concerning the Political Reform Act, Exhibit D, Contractor shall file a Statement of Economic Interests (Fair Political Practices Commission Form 700) upon assuming office, annually, and within 30 days after leaving office.

11. 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

12. DVBE SUBCONTRACTOR ACTIVITY REPORTS – DSC 9553

The Contractor is required to furnish the DSC with reports of DVBE subcontractor activity using the DSC 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 DSC'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 DSC may withhold final payment until the Contractor provides the required reports and, when requested by the DSC, copies of paid invoices.

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

Reports shall be made using the DVBE Activity Report Form 9553, Attachment V1. **All reports shall be Fax to DVBE Advocate at (916) 445-7297.**

13. 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 DSC's SB/DVBE Advocate that substitution of a DVBE subcontractor is requested.

14. 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 Delta Stewardship Council 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 DSC: (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 DSC Form 9683 "Small Business and DVBE Subcontractor Payment Certification.

EXHIBIT E: ATTACHMENT 1
PROTECTION OF CONFIDENTIAL AND SENSITIVE INFORMATION

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

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

EXHIBIT E: ATTACHMENT 2
NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that access to Confidential and Sensitive Information is provided to me pursuant to the terms and restrictions of the **Protection of Confidential and Sensitive Information**, Exhibit E, Attachment 1 of Contract No. XXXX between the Contractor and the Delta Stewardship Council (DSC). I hereby agree to be bound by those terms and restrictions. I understand that all Confidential and Sensitive Information, as defined in the **Protection of Confidential and Sensitive Information**, and any notes or other memoranda, or any other form of information, electronic or otherwise that copies or discloses Confidential Information, shall not be disclosed to anyone other than in accordance with the **Exhibit E, Attachment 1**. I acknowledge that a violation of this certificate may result in termination of the Contract and/or imposition of civil or criminal penalties.

Signed:

Typed Name and Title:

Representing (give name of Contractor/Affiliate):

Date:

EXHIBIT E: ATTACHMENT 3

Standard Contract Provisions Regarding Political Reform Act Compliance

1) POLITICAL REFORM ACT REQUIREMENTS:

a) **Form 700 Disclosure:** The Delta Stewardship Council (DSC) staff will evaluate the Contractor, subcontractor(s), and their key staff and determine whether these individuals are "consultants," i.e., a public official, within the meaning of the Political Reform Act, specifically Government Code § 82048 and Title 2, California Code of Regulations § 18701. Accordingly, the Contractor, the Contractor's key staff, subcontractors and their key staff may be required to complete and submit to the Authority Filing Official a Form 700, Statement of Economic Interest, within 30 days of the effective date of the contract, updated both annually and when changes in key staff or duties occur. The financial interests disclosed shall be for Disclosure Category 1 in the Authority's Conflict of Interest Code, unless otherwise designated by the Director in writing. The Form 700 is available on the Fair Political Practices Commission website, www.fppc.ca.gov. Any questions regarding completion of the Form 700 should be addressed to the FPPC at its website or at (866) 275-3772 (866/ASK-FPPC). All consultants will also be required to submit a leaving office statement upon completion of all contract assignments.

b) **Financial Conflict of Interest Prohibition:** Contractor must review the Form 700s filed by its key staff and subcontractors and determine whether, in the light of the interests disclosed, performance under the contract could violate Government Code §87100. Contractor shall notify the Delta Stewardship Council immediately of any potentially disqualifying conflict of interest. Government Code §87100 provides

"No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest."

c) **Consequences of Failure to Comply with Political Reform Act Requirements:** Any one of the following shall constitute a breach of this Contract and shall be grounds for immediate termination of this Contract:

- i) Failure to complete and submit all required Form 700s within the 30-day period as required in paragraph "a" above, or respond to any request from the Delta Stewardship Council Personnel Officer for additional information regarding any such Form 700s;
- ii) Failure to notify the Delta Stewardship Council of a potentially disqualifying conflict of interest;
- iii) The determination by the Delta Stewardship Council or the Contractor that any individual, who is a contractor, subcontractor, and/or a key member of their staff, has a financial interest that could result in a violation of Government Code §87100 provided, however, that the Delta Stewardship Council may opt to waive such breach if Contractor replaces any such individual within two working days after a determination of such financial interest.

**EXHIBIT F
CONTRACTOR'S RELEASE**

Instructions to Contractor:

With final invoice(s) submit one (1) original. The original must bear the original signature of a person authorized to bind the Contractor.

Submission of Final Invoice

Pursuant to **contract number** _____ entered into between Delta Stewardship Council (DSC) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)** _____, in the **amount(s) of \$** _____ and **dated** _____

If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowance of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State. All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by DSC or purchased with or reimbursed by contract funds) Unless DSC has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another DSC agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to DSC, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): _____
Signature of Contractor or Official Designee: _____ Date: _____
Printed Name/Title of Person Signing: _____

DVBE ACTIVITY REPORT FORM

Solicitation #:

REQUIRED FORMAT

Prime Contractor:

DVBE Sub-Contractor:

Contact Name:

Contact Name:

Telephone Number:

Telephone Number:

DSC Contract Number:

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

Are you reporting 90-day Activity? Yes No

Are you making a Final Report? Yes No

Reporting Period: _____ to _____

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

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

Authorized Signature: _____

Title: _____

Instructions for Completing the DVBE Activity Report

Contractor:

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

Completing the DVBE Activity Report Form

1. Complete both Prime Contractor and DVBE Contractor Information; provide contact names and telephone numbers.
2. Identify the contract number associated with this report.
3. Provide the DVBE contractor's Department of General Services OSDS certification number.
4. Identify the report date and the percent subcontracted to the DVBE contractor.
5. Identify the contract amount and the DVBE sub-contracting commitment goal, shown in dollars. This dollar amount will be equal to the percent of the total contract amount for which you have agreed to sub-contract with the DVBE contractor.
6. *Both the percent value and the commitment goal must agree with Form 9526 or 9666, DVBE Program Documentation.*
7. Provide the subcontracting transaction information: identify invoice or order numbers, dates the service or commodities were provided, the type of service or commodities provided by the DVBE, the amount invoiced and the date paid. Provide the total transaction amount(s) for this report.
8. The DSC may request copies of paid invoices. If so, include copies of invoice(s) with submittal of this report.
9. Identify whether this report is a 90-day or final activity report. For 90-day activity reports, identify the report period.
10. Provide a status on the use of the DVBE. Are his/her services needed yet? Will services begin soon? Are the commodities on order? Are commodities needed at a later phase of the contract? If so, identify when they will be required.
11. If the DVBE has not yet been utilized, explain when and how the commitment will be achieved.
12. Provide the authorized signature and title.

Fax to both:

DSC DVBE Advocate at (916) 445-7640
Contract Project Manager (916) 445-0143

SMALL BUSINESS AND DVBE SUBCONTRACTOR PAYMENT CERTIFICATION

Contract No.: _____

As the Contractor of record for the Delta Stewardship Council (DSC), Contract xxxxxxxxxxxx, I certify, in accordance with Government Code 14841 and Military and Veteran Code § 999.5, that 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 as the SB or DVBE subcontractor(s) for this contract. I understand certification must be made to the Delta Stewardship Council 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: DELTA STEWARDSHIP COUNCIL, Attention: DSC SB/DVBE Advocate, _____ Street, Room _____, Sacramento, CA 95814

Contracted Firm Name: _____

Name of Firm Representative: _____

Title: _____

Phone: _____

Fax: _____

Firm Address:

Street _____

City _____

State _____

Zip _____

DSC Contract Number: 0

Total Amount Received Under this Contract: \$ _____

Date Final Payment Received: _____

SMALL BUSINESS - DVBE SUBCONTRACTOR INFORMATION

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

Printed Name _____

Title _____

Signature _____

Report Date _____