

Central Coast Regional Water Quality Control Board

895 Aerovista Place, Suite 101
San Luis Obispo, CA 93401-7906
Phone (805) 549-3147 Fax (805) 543-0397

**June 11, 2012
Invitation for Bid
IFB No. 12-022-130
Notice to Prospective Bidders**

Prospective Bidders are invited to review and respond to the attached Invitation for Bid (IFB) No. 12-022-130 entitled, Laboratory Analytical Services for the State Water Resources Control Board (State Water Board), Central Coast Regional Water Quality Control Board (Central Coast Water Board). When preparing and submitting a bid, compliance with the instructions found herein is imperative.

All agreements entered into with the State of California will include, by reference, General Terms and Conditions (GTC) and Contractor Certification Clauses (CCC) that may be viewed and downloaded at this Internet site: <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>. If any prospective bidder lacks Internet access, a hard copy of these items may be obtained by contacting the person signing this letter.

If a discrepancy occurs between the information in the advertisement appearing in the California State Contracts Register and the information herein, the information in this notice and in the attached IFB shall take precedence.

1. Bid Due Date

Regardless of postmark or method of delivery, the State Water Board must receive bid packages no later than **July 10, 2012 by 4:00 P.M.** Refer to the attached IFB for detailed submission requirements.

2. Disabled Veteran Business Enterprise (DVBE) Participation Requirements

California law requires DVBE participation. Prospective bidders may need four (4) weeks or more to complete this process; therefore it is advisable to begin this process promptly. Out-of-state firms must comply with California's DVBE participation requirements.

3. Bidder Questions

In the opinion of the State Water Board, this IFB is complete and without need of explanation. However, if questions arise or there is a need to obtain clarifying information, put all inquiries in writing and e-mail or fax them to the State Water Board according to the instructions in the IFB section entitled, "Bidder Questions". Please note that no verbal information given will be binding upon the State unless such information is issued in writing as an official addendum.

4. Delinquent Tax Obligations (AB 1424 (Statutes of 2011) Public Contract Code 10295.4)

During the bid response evaluation if a prospective bidder /or any of the prospective bidder subcontractors are identified as being most delinquent of their tax obligations the bid response will be deemed nonresponsive and will not be considered.

Thank you for your interest in the State Water Board's service needs.

Sincerely,

Karen Worcester
Contract Manager
Attachment

JEFFREY S. YOUNG, CHAIR | ROGER W. BRIGGS, EXECUTIVE OFFICER

895 Aerovista Place, Suite 101, San Luis Obispo, CA 93401 | www.waterboards.ca.gov/centralcoast

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N. Sample Contract Forms / Exhibits

Exhibit #	Exhibit Name
STD 213	Standard Agreement
Exhibit A	Scope of Work
Exhibit B	Budget Detail and Payment Provisions
Exhibit C	General Terms and Conditions (GTC 307).
Exhibit D	Special Terms and Conditions

A. Purpose and Description of Services

The State Water Board, Central Coast Water Board, is soliciting bids from firms that are able to provide laboratory analytical services. Bids must address all of the services described in the IFB section entitled, "Scope of Work". This contract includes a one-year option to renew.

The State Water Board intends to make a single contract award to the most responsive and responsible firm offering the lowest bid. This procurement is open to all eligible firms and/or individuals that meet the qualification requirements.

B. Time Schedule

Below is the **tentative time** schedule for this procurement:

Event	Date	Time (If applicable)
Questions Due	June 19, 2012	by 4:00 P.M.
Question/Answer Summary Posted	June 21, 2012	by 4:00 P.M.
Bid Due Date	July 10, 2012	by 4:00 P.M.
Bid Opening	July 11, 2012	@ 10:00 A.M.
Notice of Intent to Award	July 13, 2012	
Protest Deadline	July 20, 2012	
Contract Award Date	July 23, 2012	
Proposed Start Date of Agreement	Upon DGS approval	

C. Contract Term

The term of the resulting agreement is expected to be 24 months and is anticipated to be effective from **Upon DGS approval through June 30, 2014**. The agreement term may change if the State Water Board makes an award earlier than expected or if the State Water Board cannot execute the agreement in a timely manner due to unforeseen delays. The State Water Board reserves the right to extend the term of the resulting agreement as necessary to complete or continue the services. Contract extensions are subject to satisfactory performance, funding availability, and possibly approval by the Department of General Services.

The resulting contract will be of no force or effect until it is signed by both parties and approved by the Department of General Services, if required. The Contractor is hereby advised not to commence performance until all approvals have been obtained. If performance commences before all approvals are obtained, said services may be considered to have been volunteered if all approvals cannot be obtained.

D. Bidder Questions

Immediately notify the State Water Board if clarification is needed regarding the services sought or questions arise about the IFB and/or its accompanying materials, instructions or requirements. Put the inquiry in writing and transmit it via e-mail or fax to the State Water Board as instructed below. At its discretion, the State Water Board reserves the right to contact an inquirer to seek clarification of any inquiry received.

Bidders that fail to report a known or suspected problem with this IFB and/or its accompanying materials or fail to seek clarification and/or correction of this IFB and/or its accompanying materials shall submit a bid at their own risk. In addition, if awarded the contract, the successful Bidder shall not be entitled to additional compensation for any additional work caused by such problem, including any ambiguity, conflict, discrepancy, omission, or error.

If an inquiry appears to be unique to a single firm or is marked "Confidential", the State Water Board will mail, e-mail, or fax a response only to the inquirer if the State Water Board concurs with the Bidder's claim that the inquiry is sensitive or proprietary in nature. If the State Water Board does not concur, the inquiry will be answered in the manner described herein and the Bidder will be so notified. Inquiries and/or responses that the State Water Board agrees shall be held in confidence only until the Notice of Intent to Award is posted. At its discretion, the State Water Board may contact an inquirer to seek clarification of any question or inquiry received.

1. What to include in an inquiry

- a. Inquirer's name, name of firm submitting the inquiry, mailing address, e-mail address, area code and telephone number, and fax number.
- b. A description of the subject or issue in question or discrepancy found.
- c. IFB section, page number or other information useful in identifying the specific problem or issue in question.
- d. Remedy sought, if any.

A bidder that desires clarification about specific IFB requirements and/or whose inquiry relates to sensitive issues or proprietary aspects of a bid may submit individual questions that are marked "Confidential". The Bidder must include with its inquiry an explanation as to why it believes questions marked "Confidential" are sensitive or surround a proprietary issue.

2. How to submit questions

Submit questions or inquiries using one of the following methods.

E-Mail:	Fax:
Questions IFB 12-022-130 Central Coast Water Board Karen Worcester kworcester@waterboards.ca.gov	Questions IFB 12-022-130 Central Coast Water Board Karen Worcester Fax: (805) 543-0397

Bidders submitting inquiries by e-mail or fax are responsible for confirming the receipt of all materials by the question deadline.

Call Karen Worcester at (805) 549-3333 to confirm e-mail and/or fax transmissions.

3. Question deadline

Submit written questions and inquiries no later **than 4:00 P.M. on June 19, 2012.**

The State Water Board will accept questions or inquiries about the following issues up to the bid due date:

- a. DVBE participation requirements,
- b. How to complete DVBE attachments,
- c. The reporting of IFB errors or irregularities.

Notwithstanding the question submission deadline, the State Water Board will accept questions or inquiries about IFB errors or irregularities up to the bid due date. Direct all verbal requests for DVBE assistance to the State Water Board's DVBE advocate Kathleen Hughes at (916) 327-6459.

E. Scope of Work

See Exhibit A entitled, "Scope of Work" that is included in the Sample Contract Forms and Exhibits Section of this IFB. Exhibit A contains a detailed description of the services and work to be performed as a result of this procurement.

F. Qualification Requirements

Failure to meet the following requirements by the bid due date will be grounds for the State Water Board to deem a bidder non-responsive. In submitting a bid, each bidder must certify that it possesses the following qualification requirements:

1. At least three (3) consecutive years of experience of the type(s) listed below. All experience must have occurred within the past five (5) years. It is possible to attain the experience types listed below during the same time period.

- a. Bidders and any laboratory subcontractors identified by the bidder must be certified by the California Department of Public Health (CDPH), formerly the Department of Health Services, to perform hazardous waste, drinking water, and wastewater analyses identified in the Costs Tables, where applicable. A copy of these bidder/subcontractor certification(s) must be submitted with the bid response package. Analyses and determinations for hazardous waste, drinking water, and wastewater analysis and other sampling for regulatory purposes must be performed by qualified personnel in conformance with CDPH or United States Environmental Protection Agency (USEPA) approved test procedures described in the current Code of Federal Regulations (CFR) Title 40, Part 136; USEPA publication SW-846 entitled "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods;" or California Code of Regulations (CCR), Title 22, Division 4, as appropriate. The test procedures may be modified subject to application for and approval of alternate test procedures under CFR Title 40, Parts 136.4 and 136.5.
 - b. Bidders and subcontractors performing analyses for ambient water monitoring, as defined by the State Water Board, must meet or exceed the data quality indicators and measurement quality objectives (MQOs) specified in the Surface Water Ambient Monitoring Program (SWAMP) Quality Assurance Management Plan (QAMP). Analyses and determinations for ambient water monitoring work must be performed by qualified personnel. USEPA or CDPH approved methods should be used where available but are not required, as long as all SWAMP MQOs, reporting limits, and other data quality indicators are met.
 - c. The laboratory and any subcontracting laboratories must maintain a Quality Assurance/Quality Control (QA/QC) program, which meets or exceeds the standards specified by the CDPH Environmental Laboratory Accreditation Program (ELAP) and USEPA's Quality Assurance Manual Specifications (QAMS). Additionally, an analytical quality control program, in conformance with the procedures contained in manuals approved and published by the USEPA, must be in effect. A copy of the bidder's QA/QC program manual, as well as those of any subcontractor(s), must be submitted under separate cover within ten (10) days of award.
2. The Contractor shall provide daily pick-up service for all samples from the Central Coast Water Board Office located at 895 Aerovista Place, Suite 101, San Luis Obispo, CA 93401-7906, and for delivery of samples to the laboratory facility, and to the laboratory facilities of any approved subcontractors in sufficient time for analysis to be performed within acceptable holding times. The laboratory may provide courier service for sample pickup at the Central Coast Water Board or at pre-arranged locations within the Central Coast Region. Costs for pickup should be incorporated into the bid amount. A pickup schedule will be arranged between the Central Coast Water Board and the Contractor.
 3. The Contractor must pick up samples between 8:00 a.m. and 5:00 p.m., Monday through Friday (except State holidays). At the Contract Manager's Request, the Contractor must also receive samples at their laboratory between 8 a.m. and 5 p.m., Monday through Friday (except State holidays).

4. Corporations must certify they are in good standing and qualified to conduct business in California.
5. Non-profit organizations must certify they are eligible to claim nonprofit status.
6. Bidders must have a past record of sound business integrity and history of being responsive to past contractual obligations.
7. Bidders must meet Disabled Veteran Business Enterprise (DVBE) participation goals. Refer to **Attachment 9**.
8. The winning Bidder must supply, before contract execution, proof of liability insurance that meets the requirements **of Provision 4 of Exhibit D entitled, Special Terms and Conditions**.

G. Bid Format and Content Requirements

1. General instructions

- a. Each individual or firm may submit only one bid. For the purposes of this paragraph, "firm" includes a parent corporation of a firm and any other subsidiary of that parent corporation. If a firm or individual submits more than one bid, the State Water Board will reject all bids submitted by that firm or individual.
- b. Develop bids by following all IFB instructions and instructions or clarifications in question/answer notices, clarification notices, or IFB addenda.
- c. It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.
- d. Before preparing a bid, seek timely written clarification of any requirements or instructions that are believed to be vague, unclear or that are not fully understood.
- e. Arrange for timely delivery of the bid package to the specified address. Do not wait until shortly before the bid submission deadline to submit the bid.

2. Bid format requirements

- a. Submit one (1) original bid package plus two (2) copies or sets.
 - 1) Write "Original" on the original bid package. Place the originally signed attachments/forms in the set marked "Original".
 - 2) Each bid set must be complete with a copy of all required attachments and documentation.
- b. Bind each IFB set with a single staple in the upper left-hand corner.
- c. Sign applicable IFB attachments/forms in ink, preferably in a color other than black.

- 1) Have a person who is authorized to bind the bidding firm sign each form that requires a signature. Signature stamps are not acceptable.
- 2) The forms appearing in the extra bid sets may reflect photocopied signatures.

3. Bid content requirements

This section specifies the order and content of each bid and where applicable, indicates form/attachment completion instructions.

When completing the attachments, follow the instructions in this section and any instructions appearing on the attachment. Unless, otherwise indicated, do not submit supplemental information or other materials that the State Water Board has not requested.

Complete and assemble the following items. After completing and signing the applicable attachments, assemble all items in the order shown below and place them in a **sealed** envelope. Remember to assemble one (1) original bid package plus two (2) copies or sets.

4. Required attachments / documentation

Attachment/Documentation	Instructions
1 - Required Attachment/ Certification Checklist	<ol style="list-style-type: none"> 1) Check each item with “Yes” or “N/A”, as applicable. If necessary, explain the choices. 2) If a bidder marks “Yes” or “N/A” and makes any notation on the checklist and/or attaches an explanation to the checklist to clarify their choice, the State Water Board considers this a “qualified response”. Any “qualified response”, determined by the State Water Board to be unsatisfactory or insufficient to meet a requirement, may cause a bid to be deemed nonresponsive.
2 – Bid/Bidder Certification Sheet	Complete this form entirely and sign the form.
3 - Bid Response Form 4 – Cost Tables	Complete these forms entirely. Do not submit supplemental cost or rate sheets. Please initial, in ink, any corrections or changes to the dollar amounts entered on the Bid Form. Any modifications or counter-proposals to the Cost Tables will result in bid rejection.

Attachment/Documentation	Instructions
5 – Summary of Proposed Laboratory Subcontractors	<p>Complete this form entirely. If no subcontractors are to be used, it is not necessary to submit this form.</p> <p>Note: <u>Do not list DVBE Subcontractor(s) on this attachment. List DVBE(s) on the Bidder Declaration GSPD -05-105 Form.</u></p>
6 - Bidder References	<p>Identify three (3) clients serviced within the past five (5) years that can confirm their satisfaction with the Bidder's services. If possible, identify clients whose needs were similar in scope and nature to the services sought in this IFB. List the most recent first.</p>
7 - Payee Data Record	<p>Complete and return this form.</p>
8 - CCC 307 Certification	<p>Complete and sign this form indicating a willingness and ability to comply with the Contractor Certification Clauses (CCC) appearing in this exhibit.</p>
9 - DVBE Participation and applicable DVBE certification(s)	<p>Read and carefully follow the completion instructions in the DVBE packet. Completion of the GSPD-05-105 form is mandatory.</p>
10 - Darfur Contracting Act	<p>Complete and sign this form.</p>
11 – Small Business Certification	<p>Complete and return this form <u>only</u> if the bidding firm is claiming Small Business Preference.</p>
12 - Non-Small Business Subcontractor Preference Request and Small Business Subcontractor/Supplier Acknowledgement	<p>Submission of these forms is optional. Complete and return <u>only</u> if the bidding firm is not a certified small business but is requesting a subcontractor bidding preference by committing to use one or more certified small business subcontractors for an amount equal to at least 25% of the total bid price.</p>
13 - Target Area Contract Preference Act Request	<p>Submission of this form is optional. Complete and return this form <u>only</u> if the bidding firm desires to apply for TACPA preference.</p>
14 - Enterprise Zone Act (EZA) Preference Request	<p>Submission of this form is optional. Complete and return this form <u>only</u> if the bidding firm desires to apply for EZA preference.</p>
15 – Local Area Military Base Recovery Act (LAMBRA)	<p>Submission of this form is optional. Complete and return this form <u>only</u> if the bidding firm desires to apply for LAMBRA preference.</p>

Attachment/Documentation	Instructions
16 – Business License (California Businesses Only)	California businesses must submit a copy of a current business license issued by the governmental jurisdiction, in which the business is located, unless no such license is required. Submit an explanation if this documentation cannot be supplied or there is reason to believe no license is required.
17 – Proof of Corporation status (Corporations Only)	If the Bidder is a corporation, either submit a copy of the bidding firm’s most current Certificate of Status issued by the State of California, Office of the Secretary of State or submit a downloaded copy of the bidding firm’s on-line status information from the California Business Portal website of California’s Office of the Secretary of State. Submit an explanation if this documentation cannot be supplied.
18 – Proof of Non-profit status (Non-profit Organizations Only)	Non-profit organizations must submit a copy of a current IRS determination letter indicating nonprofit or 501(c)(3) tax exempt status. Submit an explanation if this documentation cannot be supplied.
19 – Submit your firm’s certification from the California Department of Public Health (CDPH)	Submit your firm’s certification from the California Department of Public Health. (CDPH)
20 – **Prime Contractor’s QA/QC Program Manuals	To be submitted by Contractor awarded the Agreement within ten (10) days of contract award.
21. – Submit subcontractor’s certification from the California Department of Public Health (CDPH)	If your firm intends to hire subcontractor(s), submit any subcontractor’s certification(s) from the California Department of Public Health.(CDPH)
22.- **Subcontractor’s QA/QC Program Manuals	To be submitted by Contractor awarded the Agreement within ten (10) days of contract award.
23.-**Insurance Certificates	To be submitted by Contractor awarded the Agreement within ten (10) days of contract award.

H. Submission of Bids

1. Submission instructions

- a. Assemble an original and two (2) copies of the bid package together. Place the "original" bid package on top, followed by the two (2) extra copies.
- b. Bidders are cautioned to not rely on the State Water Board during the evaluation to discover and report to the bidder any defects and errors in the submitted documents. Bidders, before submitting their documents, should carefully proof them for errors and adherence to the IFB requirements.
- c. Place all of the copies in a single envelope or package. Seal the envelope.
- d. Mail or arrange for hand delivery of the bid package to the State Water Board's office. Bids may not be transmitted electronically by fax or e-mail.
- e. The State Water Board's office must receive the bid package, regardless of postmark or method of delivery, by **4:00 P.M. on July 11, 2012**. The State Water Board will not publicly open or read late bids.
- f. The outside of your bid package must show your firm's name and address as well as the information shown in the following box. Label and submit the bid package using one of the following methods.

U.S. Mail, Hand Delivery or Overnight Express:
IFB 12-022-130 Karen Worcester, Contract Manager State Water Resources Control Board Central Coast Regional Water Quality Control Board 895 Aerovista Place, Suite 100 San Luis Obispo, CA 93401-7906 <u>(Do Not Open)</u>

2. Proof of timely receipt

- a. State Water Board staff will log and attach a date/time stamped slip or bid receipt to each bid package/envelope received. If a bid package is hand delivered, State Water Board staff will give a bid receipt to the hand carrier upon request.
- b. To be timely, the State Water Board must receive bid packages at the stated place of delivery no later than **4:00 P.M.** on the bid due date.
- c. The State Water Board will deem late bid packages nonresponsive.

3. Bidder costs

Bidders are responsible for all costs of developing and submitting a bid package. Such costs cannot be charged to the State Water Board or included in any cost element of a Bidder's price offering.

I. Bid Opening

All bid packages properly received according to the IFB instructions on or before the bid due date will be publicly opened and read at **10:00 A.M. on July, 11, 2012** the following address:

**Central Coast Water Board
895 Aerovista Place, Suite 100
San Luis Obispo, California 93401-7906**

Bidders that would like to attend the Bid Opening must call Karen Worcester at (805) 549-3333 by **4:00 P.M. on July 5, 2012**, so that arrangements may be made with the building's security.

J. Bid Requirements and Information

1. Nonresponsive bids

In addition to any condition previously indicated in this IFB, the following occurrences **may** cause the State Water Board to deem a bid nonresponsive.

a. Failure of a bidder to:

- 1) Meet DVBE participation goals.
- 2) Meet bid format/content or submission requirements including the sealing, labeling, and/or timely and proper delivery of bid packages.
- 3) Pass the Required Attachment / Certification Check List review by not marking "Yes" for each item listed or by not appropriately justifying, to the State Water Board's satisfaction, all "N/A" designations.

b. If a bidder submits:

- 1) A bid that is conditional, materially incomplete or contains material alterations or irregularities of any kind.
- 2) Price information that contradicts the price/cost figures on the Bid Form or submits cost information in a format contrary to the IFB instructions.
- 3) False, inaccurate or misleading information or falsely certifies compliance on any bid attachment.

- c. If the State Water Board discovers, at any stage of the bid process or upon contract award, that a bidder is unwilling or unable to comply with the contract terms, conditions and exhibits cited in this IFB and/or the resulting contract.
- d. If other irregularities occur in a bid response that are not specifically addressed herein (i.e., the Bidder places any conditions on performance of the scope of work, submits a counter offer/proposal, etc.).

2. Bid modifications after submission

- a. All bid packages are to be complete when submitted. However, an entire bid package may be withdrawn and the Bidder may resubmit a new bid package.
- b. To withdraw and/or resubmit a new bid package, follow the instructions appearing in the IFB section entitled, "Withdrawal and/or resubmission of bids".

3. Bid mistakes

If prior to contract award, award confirmation, or contract signing, a bidder discovers a mistake in their bid that renders the bidder unable or unwilling to perform all scope of work services for the price/costs offered, the bidder must immediately notify the State Water Board and submit a written request to withdraw its bid following the procedures set forth in Section J, Paragraph 4b.

4. Withdrawal and/or resubmission of bids

a. Withdrawal deadline

A Bidder may withdraw his/her bid any time prior to the bid due date.

b. Submitting a withdrawal request

- 1) Submit a written withdrawal request, signed by an authorized representative of the Bidder.
- 2) Label and submit the withdrawal request using one of the following methods.

U.S. Mail or Hand Delivery	Fax
Withdrawal IFB 12-022-130 Central Coast Water Board 895 Aerovista Place, Suite 100 San Luis Obispo, California 93401-7906	Withdrawal IFB 12-022-130 Central Coast Water Board Fax (805) 543-0397

- 3) **[For faxed requests]** Bidders must call Karen Worcester at (805) 549-3333 to confirm receipt of a faxed withdrawal request. Follow-up the faxed request by mailing or delivering the signed original withdrawal request within 24 hours after submitting a faxed request.

An originally signed withdrawal request is required before the State Water Board will return/release a bid package to a Bidder. The State Water Board may grant an exception if the Bidder informs the State Water Board that the Bidder will submit a new or replacement bid package immediately following the withdrawal.

c. Resubmitting a bid package

After withdrawing a bid package, Bidders may resubmit a new bid package according to the submission instructions. Replacement bid packages must be received at the stated place of delivery by the due date and time.

5. Evaluation and selection

This section describes, in general, the process that the State Water Board will use to evaluate timely bid packages.

a. Bid opening/reading

All bid packages properly received according to the IFB instructions on or before the bid due date will be publicly opened and read.

b. Bid package review

- 1) Shortly after the bid opening and reading, one or more evaluators will convene to review each timely bid package to confirm its responsiveness to the IFB requirements. This is a pass/fail evaluation.
- 2) If deemed necessary by the State Water Board, additional bidder documentation may be collected to confirm the claims made by each bidder and to ensure that each bidder is responsive to all bid requirements.
- 3) If the materials submitted by a bidder do not prove, support or substantiate the claims made on the Required Attachment/Certification Check List, the bid will be deemed nonresponsive and rejected from further consideration.

c. If applicable, the State Water Board will adjust bid amounts for any claimed preference following confirmation of eligibility with the Department of General Services.

d. The State Water Board will mail, e-mail or fax a written "Notice of Award" to all firms that submitted a bid.

6. Contract award and protests

a. Contract award

- 1) Award of the contract, if awarded, will be to the responsive and responsible Bidder that offers the lowest cost. The lowest cost will be determined after the State Water Board adjusts Bidder costs for applicable preferences.

- 2). The State Water Board will confirm the contract award to the winning bidder after the protest deadline, if no protests are filed or following the Department of General Service's resolution of all protests. The State Water Board may confirm an award verbally, via e-mail, or in writing.

b. Settlement of tie bids

- 1) In the event of a precise tie between the lowest responsive bid submitted by a certified small business or microbusiness and the lowest responsive bid submitted by a certified DVBE that is also a certified small business, the contract will be awarded to the DVBE bidder per Government Code Section 14838(f) et seq.
- 2) In the event of a precise tie between the lowest responsive bid submitted by a non-small business that was granted small business subcontractor preference and the lowest responsive bid submitted by a certified small business or microbusiness, the contract will be awarded to the certified small business or microbusiness.
- 3) In the event of a precise tie between the lowest responsive bid submitted by a nonprofit veteran service agency (NVSA) that is a certified small business and the lowest responsive bid submitted by a certified DVBE that is also a certified small business, the contract will be awarded to the certified DVBE.
- 4) In the absence of a California law or regulation governing a specific tie, the State Water Board will settle all other tie bids in a manner the State Water Board determines to be fair and equitable (e.g., coin toss, lot drawing, etc.). In no event will the State Water Board settle a tie by dividing the work among the tied Bidders.

c. Protests

1) Who can protest

Any bidder who submits a bid may file a protest if the bidder believes its bid package is responsive to all IFB requirements and its bid is the lowest dollar bid.

2) Grounds for protests

Protests are limited to the grounds described in Public Contract Code (PCC) Section 10345. The State Water Board will not make an award until all protests are withdrawn by the protestant, denied, or resolved to the satisfaction of the Department of General Services (DGS).

3) Protest time lines

- a) If an eligible Bidder wishes to protest the intended contract award, the Bidder must file a “Notice of Intent to Protest” with both the State Water Board and the Department of General Services within five (5) working days after the State Water Board posts the Notice of Intent to Award. The Notice of Intent to Protest may be quite brief. Any Notice of Intent to Protest filed more than five (5) working days after the State Water Board posts the Notice of Intent to Award shall be untimely.
- b) Within five (5) calendar days after filing a “Notice of Intent to Protest”, the protestant must file with both the State Water Board and the Department of General Services a full and complete written protest statement identifying the specific grounds for the protest. The statement must contain, in detail, the reasons, law, rule, regulation, or practice that the protestant believes the State Water Board has improperly applied in awarding the contract.

4) Submitting a protest

A protest may be hand delivered, mailed, or faxed to the appropriate agencies. Label, address, and submit an initial protest notice and/or a detailed protest statement using one of the following methods.

Hand Delivery, Mail or Overnight Express:	Fax:
<p>Protest to State Water Board’s IFB 12-022-130 State Water Resources Control Board, Chief, Procurement and Contracts Unit 1001 I Street, 18th Floor P.O. Box 100 Sacramento, CA 95812</p>	<p>Protest to State Water Board’s IFB 12-022-130 Fax: (916) 341-5059</p>
<p>Protest to State Water Board’s IFB 12-022-130 Department of General Services Office of Legal Services Attention: Protest Coordinator 707 Third Street, 7th Floor, Suite 7-330 P.O. Box 989052 West Sacramento, CA 95798-9052</p>	<p>Protest to State Water Board’s IFB 12-022-130 Dept. of General Services Office of Legal Services Fax: (916) 376-5088</p>

For faxed protests

Faxed protests must be followed-up by sending an original signed protest, with all supporting material, within seven (7) calendar days of submitting the faxed protest.

Call the telephone numbers below to confirm receipt of a fax transmission:

Department of General Services	(916) 376-5080
State Water Board	(916) 341-5061

7. Disposition of bids

- a. All materials submitted in response to this IFB will become the property of the State Water Board and, as such, are subject to the Public Records Act (GC Section 6250, et seq.). The State Water Board will disregard any language purporting to render all or portions of any bid package confidential.
- b. Upon making an Award, all documents submitted in response to this IFB and all documents used in the selection process (e.g., review check lists, letters of intent, etc.) will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and shall be subject to review by the public. However, bid contents, bidder correspondence, selection working papers, or any other medium shall be held in the strictest confidence until the award is made.
- c. The State Water Board may return a bid package to a bidder at their request and expense after the State Water Board concludes the bid process.

8. Inspecting or obtaining copies of bids

a. Who can inspect or copy bid materials

Any person or member of the public can inspect or obtain copies of bid materials.

b. What can be inspected / copied and when

- 1) On or after the State Water Board makes an Award, all bids, bidders list, conference sign-in/attendance sheet, check lists and/or evaluation sheets become public records. These records shall be available for review, inspection and copying during normal business hours.

c. Inspecting or obtaining copies of bid materials

Persons wishing to view or inspect any bid related materials must identify the items they wish to inspect and must make an inspection appointment by contacting Karen Worcester at (805) 549-3333.

Persons wishing to obtain copies of bid materials may visit or mail a written request to the State Water Board office identified below. The requestor must identify the items they wish to have copied. Materials will not be released from State premises for the purposes of making copies.

Unless waived by the State Water Board, a check covering copying and/or mailing costs must accompany the request. Copying costs, when applicable, are charged at a rate of **ten cents** per page. The State Water Board will fulfill all copy requests as promptly as possible. Submit copy requests as follows:

Request for Copies - IFB 12-022-130
Karen Worcester
Central Coast Water Board
895 Aerovista Place, Suite 100
San Luis Obispo, California 93401-7906
(805) 549-3333

9. Verification of Bidder information

By submitting a bid, Bidders agree to authorize the State Water Board to:

- a. Verify any and all claims made by the Bidder including, but not limited to verification of prior experience and the possession of other qualification requirements, and
- b. Check any reference identified by a Bidder or other resources known by the State to confirm the Bidder's business integrity and history of providing effective, efficient and timely services.

10. State Water Board rights

In addition to the rights discussed elsewhere in this IFB, the State Water Board reserves the following rights.

a. IFB corrections

- 1) The State Water Board reserves the right to do any of the following up to the bid submission deadline:
 - a) Modify any date or deadline appearing in this IFB or the IFB Time Schedule.
 - b) Issue clarification notices, addenda, alternate IFB instructions, forms, etc.
 - c) Waive any IFB requirement or instruction for all bidders if the State Water Board deems the requirement or instruction unnecessary, erroneous or unreasonable. If deemed necessary by the State Water Board, the State Water Board may also waive any IFB requirement or instruction after the bid submission deadline.
 - d) Allow Bidders to submit questions about any IFB change, correction or addenda. If the State Water Board allows such questions, specific instructions will appear in the cover letter accompanying the document.

- 2) If deemed necessary by the State Water Board to remedy an IFB error or defect that is not detected in a timely manner, the State Water Board may also issue correction notices or waive any unnecessary, erroneous, or unreasonable IFB requirement or instruction after the bid submission deadline.
- 3) If applicable, the State Water Board will post on the California State Contracts Register at www.bidsync.com clarification notices or addenda. **Be sure to check this website often.**
- 4) The State Water Board at its sole discretion, reserves the right to collect, by mail, e-mail, fax or other method, the following omitted and/or additional information.
 - a) Signed copies of any form submitted without a signature.
 - b) Data or documentation omitted from any submitted IFB attachment/form.
 - c) Information/material needed to clarify or confirm certifications or claims made by a bidder.
 - d) Information/material or form needed to correct or remedy an immaterial defect in a bid package.

b. Immaterial bid defects

- 1) The State Water Board may waive any immaterial defect in any bid package and allow the Bidder to remedy those defects. The State Water Board reserves the right to use its best judgment to determine what constitutes an immaterial deviation or defect.
- 2) The State Water Board's waiver of an immaterial defect in a bid package shall in no way modify this IFB or excuse a bidder from full compliance with all bid requirements.

c. Correction of clerical or mathematical errors

- 1) The State Water Board reserves the right, at its sole discretion, to overlook, correct or require a bidder to remedy any obvious clerical or mathematical errors on a bid form.
- 2) If the correction of an error results in an increase or decrease in the total price, the State Water Board shall give the Bidder the option to accept the corrected price or withdraw their bid.
- 3) Bidders may be required to initial corrections to costs and figures on the Bid Form if the correction results in an alteration of the cost(s) offered.
- 4) If a mathematical error occurs in a total or extended price and a unit price is present, the State Water Board will use the unit price to settle the discrepancy.

d. Right to remedy errors

The State Water Board reserves the right to remedy errors caused by:

- 1) The State Water Board's office equipment malfunctions or negligence by agency staff.
- 2) Natural disasters (i.e., floods, fires, earthquakes, etc.).

e. No contract award or IFB cancellation

The issuance of this IFB does not constitute a commitment by the State Water Board to award a contract. The State Water Board reserves the right to reject all bids and to cancel this IFB if it is in the best interest of the State Water Board to do so.

f. Contract amendments after award

As provided in the Public Contract Code governing contracts awarded by competitive bid, the State Water Board reserves the right to amend the contract after the State Water Board makes a contract award.

The State Water Board may renew this Agreement for one (1) additional year at the

K. Preference Programs

To confirm the identity of the lowest responsive Bidder, the State Water Board will adjust the total bid cost for applicable claimed preference(s). The State Water Board will apply preference adjustments to eligible Bidders according to State regulations following verification of eligibility with the appropriate office of the Department of General Services (DGS).

1. Small/Micro Business Preference

- a. A responsive California small/micro business or bidder, certified in a relevant business category or type, will be granted a preference of five percent (5%) of the lowest responsive bid, if that bid is submitted by a non-small/micro business. Non-small business means a responsive/responsible bidder that is not certified by the California Department of General Services as a small business or microbusiness. The "service" category or business type will most likely apply to this procurement. Nonprofit Veteran Service Agencies (NVSA) are to view the instructions in provision 3 of this section (Preference Programs).
- b. In granting small/micro business preference, no bid price will be reduced by more than \$50,000. The cost adjustment is for computation purposes only and does not alter the actual cost offered by the Bidder.
- c. To be certified as a California small/micro business and eligible for a bidding preference the business concern must meet the State's eligibility requirements and must have submitted an application for small/micro business status no later than 5:00 p.m. on the bid submission deadline.

- d. Firms desiring small/micro business certification must obtain the Small Business Certification Application (i.e., STD 812 or other form) from the appropriate office of the Department of General Services, fully complete the application, and submit it to the Department of General Services as instructed in the application. Prospective bidding firms desiring small business certification assistance, may contact the Department of General Services by the following means:
 - 1) (916) 322-5060 (24 hour recording and mail requests), or
 - 2) (916) 375-4940 (Small business assistance) or (800) 559-5529 (live operator-Central receptionist), or
 - 3) Internet address: <http://www.pd.dgs.ca.gov/smbus/default.htm> or
 - 4) Fax: (916) 375-4950, or
 - 5) Email: osdchelp@dgs.ca.gov

2. Non-Small Business Subcontractor Preference

- a. Non-small business means a responsive/responsible bidder that is not certified by the California Department of General Services as a small business or microbusiness.
- b. If the tentative low bidder is not a certified DVBE or small/micro business, a bid preference of five percent (5%) is available to a responsive non-small business claiming twenty-five percent (25%) small business subcontractor participation with one or more small businesses. This preference is authorized pursuant to Title 2, California Code of Regulations Section 1896.2 and Government Code Section 14835.
- c. If a bidder claims the non-small business subcontractor preference, the bid response must identify each proposed small business subcontractor, the participation percentage amount committed to each identified subcontractor, and substantial proof to enable verification of each subcontractor's small business status. The total small business subcontractor participation must equal no less than twenty-five percent (25%) of the total bid price or cost offered.
- d. To be granted preference, each proposed small business subcontractor must possess an active small business or micro business certification issued by the California Department of General Services, must perform a "commercially useful function" under the contract and the basic functions to be performed must be identified at the time of bidding.
- e. In granting the non-small business subcontractor preference, no bid price will be reduced by more than \$50,000. The cost adjustment is for computation purposes only and does not alter the actual cost offered by the Bidder.
- f. Complete the Non-Small Business Subcontractor Preference Request and Small Business Subcontractor Supplier Acknowledgement to request the non-small business subcontractor preference.
- g. Refer to the IFB section entitled, "Settlement of tie bids" to learn how tie bids will be resolved.

3. Nonprofit Veteran Service Agency (NVSA) Small Business Preference

- a. Pursuant to Military and Veteran Code Section 999.50 et seq., responsive/responsible nonprofit veteran service agencies (NVSAs) claiming small business/microbusiness preference and verified as such in the relevant category or business type prior to the bid submission due date will be granted a preference of five percent (5%) of the lowest responsive bid, if the lowest responsive bid is submitted by a bidder not certified as a small business/microbusiness. The “service” category is the business type that will most likely apply to this procurement.
- b. In granting small business preference to NVSAs, no bid will be reduced by more than \$50,000. The preference cost adjustment is for computation purposes only and does not alter the actual cost offered by the Bidder.
- c. To be eligible for the NVSA small business preference, the business concern must:
 - 1) Request preference at the time of bid submission, and
 - 2) Become certified as a small business or micro business by the appropriate office of the California Department of General Services (DGS) prior to the bid submission due date.
- d. Refer to the IFB section entitled, “Settlement of tie bids” to learn how tie bids will be resolved.

4. Target Area Contract Preference Act (TACPA) and Enterprise Zone Act (EZA) preferences

- a. Government Code (GC) section 4530 (TACPA) and GC section 7070 (EZA) and Local Agency Military Base Recovery Area (LAMBRA) Act provide that California based companies shall be granted a 5% preference, not to exceed a maximum of \$50,000, whenever a state agency prepares a solicitation for **services** in excess of \$100,000. The preference(s) shall apply if the worksite is not fixed by the government agency and the company can demonstrate and certify, under the penalty of perjury, that at least 90 percent of the total labor hours required to perform the services contract shall be performed at an identified worksite located in a distressed area

(TACPA), enterprise zone (EZA), or Local Agency Military Base Recovery Area (LAMBRA) TACPA, EZA or LAMBRA preferences will be applied if this procurement results in more than one responsive bid.

- b. Additional work force preferences ranging from 1% to 4% can be earned by eligible bidders that agree to hire 5% to 20% of persons with a high risk of unemployment or those living in a targeted employment area or that are enterprise zone eligible to perform a specified percentage of the contract work.
- c. The granting of TACPA, EZA, or LAMBRA preference cannot displace an award to a certified small business.

- d. Bidders seeking to obtain a TACPA, EZA, or LAMBRA preference must submit a completed STD 830 - **Target Area Contract Preference Act Request (Attachment 10)** or a completed STD 831 - **Enterprise Zone Act (EZA) Preference Request (Attachment 11)** and/or STD 832-**Local Agency Military Base Recovery Area Preference Request (Attachment 15)** with their bid. The preference request form must include the following:
- 1) All appropriate certifications. (TACPA, EZA, LAMBRA)
 - 2) The bidding firm's name and the name of all suppliers and subcontractors that will work with the bidder to fulfill the terms of the contract along with the addresses of each of the worksite(s) and estimated labor hours (TACPA and EZA).
 - 3) County census tract number and block group number (TACPA).
 - 4) Enterprise zone name(s) (EZA).
 - 5) Bidder's original signature (TACPA and EZA).
 - 6) The bidder must indicate if seeking the additional 1 to 4 percent preference available for hiring persons with a high risk of unemployment, by checking the appropriate box on the preference request form (TACPA and EZA).
- e. TACPA, EZA, and/or LAMBRA preference cannot be claimed or granted if:
- 1) The lowest responsive bid does not equal or exceed \$100,000 for the entire term, or
 - 2) The work site or any part thereof is fixed or preset by the State, or
 - 3) The services involve construction or a public works project.
- f. A bidder who has claimed a TACPA, EZA, and/or LAMBRA preference and is awarded the contract will be obligated to perform in accordance with the preference(s) requested, provided the preference was granted in obtaining the contract. Firms receiving preference must:
- 1) Report their labor hours to the State and
 - 2) Reference the state contract on which the award is based for the specific reporting requirements.
- g. Bidders wishing to learn more about TACPA, EZA, and/or LAMBRA requirements, designated work site(s) or enterprise zones in California should contact the appropriate office of the Department of General Services at (916) 375-4940. DGS will attempt to determine TACPA, EZA, and/or LAMBRA eligibility within two working days.

5. Disabled Veteran Business Enterprise (DVBE) Incentive Program

In accordance with Section 999.5(a) of the Military and Veterans Code an incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration GSPS-05-105 and confirmed by the State. The incentive amount for awards based on low price is as follows:

Confirmed DVBE Participation of:	DVBE Incentive:
3% and over	5%

To confirm the identity of the lowest responsive bidder, the net bid price of responsive bids will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive net bid price. If the #1 ranked responsive, responsible bid is a California certified small business, the only bidders eligible for the incentive will be California certified small businesses.

6. Combined preferences

The incentive adjustment for awards based on low price cannot exceed 15% or \$100,000, whichever is less, or the #1 ranked net bid price.

Any firm that is granted any combination of EZA, TACPA, and/or LAMBRA preference cannot displace an award to a certified small business.

L. Contract Terms and Conditions

The winning Bidder must enter an agreement that may contain the Bidder’s bid form or budget, a Scope of Work, standard contract provisions, and one or more of the contract forms and/or exhibits identified below. Other exhibits, not identified herein, may also appear in the resulting agreement.

The exhibits identified in this section contain contract terms that require strict adherence to various laws and contracting policies. A Bidder’s unwillingness or inability to agree to the terms and conditions shown below or contained in any exhibit identified in this IFB may cause the State Water Board to deem a Bidder non-responsible and ineligible for an award. The State Water Board reserves the right to use the latest version of any form or exhibit listed below in the resulting agreement if a newer version is available.

In general, the State Water Board will not accept alterations to the General Terms and Conditions (GTC), Special Terms and Conditions, the Scope of Work or alternate contract/exhibit language submitted by a prospective contractor. The State Water Board will consider a bid containing such provisions “a counter proposal” and may reject such a bid.

The Contractor shall begin work when the Agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the State Water Board, 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 Water Board for the difference between Contractor's bid price and the actual cost of performing work by another contractor.

All performance under the Agreement shall be completed on or before the termination date of the Agreement.

No oral understanding or agreement shall be binding on either party.

1. Sample contract forms / exhibits

Exhibit Label	Exhibit Name
a. STD 213	Standard Agreement
b. Exhibit A	Scope of Work
c. Exhibit B	Budget Detail and Payment Provisions
d. Exhibit C – view on-line.	General Terms and Conditions (GTC 307). View or download at this Internet site: http://www.ols.dgs.ca.gov/Standard+Language/default.htm .
e. Exhibit D	Special Terms and Conditions

2. Unanticipated tasks

In the event unanticipated or additional work must be performed that is not identified in this IFB, but in the State Water Board's opinion is necessary to successfully accomplish the scope of work, the State Water Board will initiate a contract amendment to add that work. Unless otherwise indicated, all terms and conditions appearing in the resulting contract and the salary, wage, unit rates and/or other expenses appearing on the Bidder's Bid will apply to any additional work.

3. Resolution of differences between IFB and contract language

If an inconsistency or conflict arises between the terms and conditions appearing in the final agreement and the proposed terms and conditions appearing in this IFB, any inconsistency or conflict will be resolved by giving precedence to the agreement.

Required Attachments

**ATTACHMENT 1
REQUIRED ATTACHMENT / CERTIFICATION CHECK LIST**

A complete Bid Package will consist of one (1) original bid package with original signatures plus two (2) copies or sets of each item identified below. Place a check mark or “X” in the box corresponding to each item that you are submitting to the State Water Board. For your bid to be responsive, all required attachments must be returned. This checklist must also be returned with your bid package.

Attachment		Attachment Name/Description	Confirmed by State Water Board
<input type="checkbox"/> Yes <input type="checkbox"/> No	1	Required Attachment / Certification Check List	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	2	Bid/Bidder Certification Sheet	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	3	Bid Response Form	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	4	Costs Tables An electronic copy of the completed Costs Tables must be submitted within ten (10) days of award.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	5	*Summary of Proposed Subcontractors	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> Yes <input type="checkbox"/> No	6	Bidder References	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	7	Payee Data Record (STD 204) Form	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	8	Contractor Certification Clauses (CCC-307). Page 1 must be signed and submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	9	California Disabled Veteran Business Enterprise (DVBE) Program Requirements http://www.pd.dgs.ca.gov/publications/resource.htm	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	10	Darfur Contracting Act	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	11	*Small Business Preference – If you are a certified Small Business (SB), include a copy of your SB certification http://www.pd.dgs.ca.gov/smbus/sbpref.htm	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	12	*Non Small Business Preference - If your company is a non-SB claiming 25% California certified SB subcontractor participation, include copy(ies) of each subcontractor’s SB certification http://www.pd.dgs.ca.gov/smbus/sbpref.htm http://www.pd.dgs.ca.gov/smbus/sbpref.htm	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	13	*Target Area Contract Preference Act (TACPA) – http://www.pd.dgs.ca.gov/disputes/default.htm .	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	14	*Enterprise Zone Act (EZA) – http://pd.dgs.ca.gov/disputes/default.htm .	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

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<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	15	*Local Agency Military Base Recovery Area (LAMBRA) Act – (http://www.pd.dgs.ca.gov/disputes/default.htm)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	16	Business License – if applicable. No form attached	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	17	Proof of Corporate Status (Corporations only) No form attached	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	18	Proof of Non-Profit Status (Non-Profit Organizations only) No form attached	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> Yes <input type="checkbox"/> No	19	Prime Contractor's Department of Public Health Services Certification – Copy – No form attached	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	20	**Prime Contractor's QA/QC Program Manuals – no form attached	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	21	*Subcontractor's Department of Public Health Certification – Copy- No form attached	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	22	**Subcontractor's QA/QC Program Manuals – No form attached	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> Yes <input type="checkbox"/> No	23	**Insurance certificate – No form attached	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No		My firm possesses at least three consecutive years of experience of the types listed in the IFB section entitled "Qualification Requirements". That experience occurred within the past five years.	<input type="checkbox"/> Yes <input type="checkbox"/> No

***Indicate N/A if not applicable.**

**** These documents are not required with the bid package but are required within ten (10) days of request or contract award.**

**ATTACHMENT 2
BID/BIDDER CERTIFICATION SHEET**

This Bid/Bidder Certification Sheet must be signed and returned along with all the "required attachments" as an entire package. Return one original and (2) copies (one copy must bear an original signature).

- A. Our all-inclusive bid is submitted as detailed in Attachment 3, "Bid Response Form" and Attachment 4, "Costs Tables".
- B. All required attachments are included with this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document and sample agreement. The signature below authorizes the verification of this certification.

An Unsigned Bid/Bidder Certification Sheet May Be Cause For Rejection

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
Indicate applicable license and/or certification information:		
9. Contractor's State Licensing Board Number	10. PUC License Number CAL-T-	11. Required Licenses and Certifications
12. Bidder's Name (Print)	13. Title	
14. Signature	15. Date	
16. Are you certified with the Department of General Services, Procurement Division, Office of Small Business and DVBE Certification (OSDC) formerly Office of Small Business Certification and Resources (OSBCR) as:		
a. Small or Micro Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/>	a. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/>	
If yes, enter certification number: _____	If yes, enter your service code below: _____	
NOTE: Your certification number will be verified for status as will your Service Industrial Classification code as related to this IFB. Provide the date your application was submitted to OSDC (formerly OSBCR) if an application is pending:		

ATTACHMENT 2
BID/BIDDER CERTIFICATION SHEET

Instructions for Bid/Bidder Certification Sheet

Complete the numbered items on the Bid/Bidder 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 your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
11	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.
12, 13, 14, & 15	Must be completed. These items are self-explanatory.
16	If certified as a Small Business Enterprise, or Micro Business, place a check in the "Yes" box and enter your certification number on the line. If certified as a Disabled Veteran 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 OSDC (formerly OSBCR).

ATTACHMENT 3
BID RESPONSE FORM

The “Costs Tables”, Attachment 4, will be used solely for computing the cost as a fair and equitable formula to determine the low bidder and is not binding on the contracting agency. However, the actual costs quoted by the bidder shall be binding for the term of the Agreement and the one-year renewal option.

Billing cycle:

Weekly Monthly Quarterly Semi-Annually Annually

Note: All services performed are paid in arrears according to the billing cycle indicated or as agreed between the Contractor and Contract Manager.

For bidding purposes, the analyses have been divided into bid groups (see Attachment 4, “Costs Tables”). To receive consideration, the bidder **must** quote a price for every determination or procedure listed in every bid group. Incomplete bids cannot be considered, as they cannot be evaluated against other submittals. The bidder is required to calculate their total bid price, see section titled, Instructions for Completing Attachment 4, “Costs Tables”.

The estimated number of analyses per year is provided to (1) assist the bidder in the determination of the unit cost for each routine analysis; and (2) determine the total estimated cost of each routine analytic procedure during the term of the Agreement. Although the estimates listed are considered to be reasonably accurate, the State Water Board does not guarantee that the actual number of samples requested during the term of the Agreement will be equal to the estimates listed in this IFB.

INSTRUCTIONS FOR COMPLETING ATTACHMENT 4, “COSTS TABLES”

The required Attachment 4, Costs Tables, total bid price is calculated as follows:

1. Electronic bid packages include an Excel version of the Costs Tables in addition to the PDF file in order to assist bidders in computing accurate totals. Bidders should download the Excel version and complete all cells highlighted in yellow. Bidders should include a Compact Disk or diskette of the completed Excel version of the Costs Tables **along with the printed version when submitting their bid.**
2. Bidder is required to bid each item. Failure to indicate a dollar amount in any item will be grounds to reject the entire bid. A zero dollar (\$0.00) amount listed for any item will be interpreted and understood by the State to mean that the bidder shall perform any such services at no cost to the State.
3. Incomplete bids cannot be considered, as they cannot be evaluated against other submittals. To receive consideration, the bidder quote must include prices and methods used for all services and chemicals listed in every bid group.
4. The quote must include costs of providing the following:
 - a. Data (analytical results and quality control [QC] data) in both hard copy and electronic formats consistent with the Central Coast Water Board’s needs

ATTACHMENT 3
BID RESPONSE FORM

- b. Travel to pick up samples at the Central Coast Water Board office or pre-arranged location within the Central Coast Region
 - c. All QC samples, such as matrix spikes, lab control samples, lab duplicates and method blanks as required in the SWAMP QAMP
http://www.waterboards.ca.gov/water_issues/programs/swamp/docs/qapp/swamp_qapp_master090108a.pdf
 - d. Meeting batch size requirements (e.g., 20 field samples per batch of QC samples) as required in the SWAMP QAMP
http://www.waterboards.ca.gov/water_issues/programs/swamp/docs/qapp/swamp_qapp_master090108a.pdf, for individual chemical analyses and bid groups
5. Methods – The method should indicate the one or more methods used by the laboratory for analysis of this chemical.
 6. Reporting Limit (RL) – Reporting (i.e., quantification) Limits are typically set based on limits established by the State Water Board Surface Water Ambient Monitoring Program Quality Assurance Management Plan.
 7. Cost – The bidder should indicate the cost of individual chemical analyses and bid groups (including required quality control data) in order to achieve the RL.
 8. Est. # of Samples – The Costs Tables provide “Est. # of Samples” for each parameter in solids and in water. These estimates are for the purposes of bid evaluation only, and do not represent the actual number of samples which will require analysis over the term of the Agreement. However, they do reflect the generally anticipated need for various analytical procedures.

At the discretion of the Central Coast Water Board, the three (3) lowest bidders and their subcontract laboratories may be required to analyze, at the laboratory’s expense, from one (1) to three (3) soil or water performance check samples of known composition submitted to them by the Central Coast Water Board. If the source of the check samples is a vendor authorized by CDPH for its Environmental Laboratory Accreditation Program, acceptance limits for analytical results shall be those specified by the vendor. For other sources of check samples, the Central Coast Water Board shall specify the manner for establishing acceptance limits at the time check samples are delivered to the bidders for analysis. If more than ten percent (10%) or the concentrations reported by any bidder fall outside the specified acceptance limits, then the bidder will be considered ineligible to receive the award.

Also at the discretion of the Central Coast Water Board, the three (3) lowest bidders and their subcontract laboratories may be interviewed by the SWAMP Quality Assurance Officer, to ensure that methods and procedures are consistent with the SWAMP QAMP.

ATTACHMENT 3
BID RESPONSE FORM

9. Instructions for Calculating Total Bid Amount – Total Bid Amount is to be calculated from the Excel spreadsheet provided on BidSync. The spreadsheet provided will calculate the Total Bid Amount using the costs per sample (in both solids and water) and the estimated number of samples to be analyzed. It is imperative that a cost be provided for each yellow cell in the Cost column of the spreadsheet, including those for hourly services. If Cost column cells are left empty, the bid may be disqualified. The bidder shall utilize the Total Bid Amount calculated at the bottom of the spreadsheet. The underlying software weights each analyte or group cost by the provided sample count and calculates the bid total.
10. Some of the bid groups include both costs by group and costs for individual analytes. The bid group cost is not necessarily interpreted as a simple sum of the costs of the individual analytes. Rather, this is an opportunity for the bidder to provide a reduced rate for analyte groups. The weighting reflects the fact that very often data is requested by bid group, rather than by individual analyte. Costs must be provided for both individual analytes and groups.

**ATTACHMENT 3
BID RESPONSE FORM**

<p>_____ <i>(Name of Firm)</i></p> <p>_____ <i>(Address)</i></p> <p>_____ <i>(City, State & Zip Code)</i></p> <p>GRAND TOTAL BID AMOUNT: _____ <i>(Sum of Bid Groups 1 – 10)</i></p>	<p>STATE WATER BOARD USE ONLY</p> <p><i>Date Issued:</i> _____</p> <p><i>Date Received:</i> _____</p> <p>STATE WATER RESOURCES CONTROL BOARD CENTRAL COAST REGIONAL WATER QUALITY CONTROL BOARD</p> <p>_____ <i>(Name of Evaluator)</i></p>
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The bidder hereby proposes and agrees to furnish all labor, material, and equipment to perform the Scope of Work, Exhibit A, in accordance with specifications contained in this IFB, attached sample agreement and such addenda as may be issued, in accordance with prescribed specifications, for the unit cost per analysis or cost or charge per hour at the rates bid in Attachment 4, "Costs Tables".

(Authorized Signature)

(Printed Name/Title of Person Signing)

ATTACHMENT 4
LABORATORY SCHEDULE OF COSTS TABLES

Contractor's Name:

Instructions: Fill in all cells highlighted in yellow.

Bid Group 1 - General		Method(s) Water	Method(s) Solids	RL Water	RL Solids	Cost		Est. # of Samples		Total Cost
						Water	Solids	Water	Solids	
1	Alkalinity			1 ppm		\$ -		20		\$ -
2	Biochemical Oxygen Demand (5-Day)			2 ppm	5 ppm	\$ -	\$ -	1	1	\$ -
3	Chemical Oxygen Demand			5 ppm	200 ppm	\$ -	\$ -	1	1	\$ -
4	Chlorophyll a			1.0 ppb		\$ -		200		\$ -
5	Color			1 unit		\$ -		1		\$ -
6	Conductivity(Us)			2.5 Us/cm		\$ -		20		\$ -
7	Hardness as Caco3			1 ppm		\$ -		20		\$ -
8	Hydrogen Sulfide			0.01 ppm	0.1 ppm	\$ -	\$ -	5	1	\$ -
9	Organic Carbon, Total			0.6 ppm	0.01% dry wt	\$ -	\$ -	1	20	\$ -
10	Salinity			0.1 ppt		\$ -		20		\$ -
11	Turbidity			0.5 NTU		\$ -		20		\$ -
13	Settleable Solids			0.1 ml/L		\$ -		20		\$ -
TOTAL FOR BID GROUP 1										\$ -

Bid Group 2 - Nutrient Series		Method(s) Water	Method(s) Solids	RL Water	RL Solids	Cost		Est. # of Samples		Total Cost
						Water	Solids	Water	Solids	
1	Ammonia, Total As N			0.1 ppm	10 ppm	\$ -	\$ -	600	1	\$ -
2	Nitrate as N			0.1 ppm	1 ppm	\$ -	\$ -	600	1	\$ -
3	Nitrite as N			0.01 ppm	0.2 ppm	\$ -	\$ -	600	1	\$ -
4	Nitrate + Nitrate as N			0.1 ppm	1 ppm	\$ -	\$ -	20	1	\$ -
5	Nitrogen, Total			0.1 ppm	40 ppm	\$ -	\$ -	600	1	\$ -
6	Nitrogen, Total Kjeldahl			0.1 ppm	40 ppm	\$ -	\$ -	600	1	\$ -
7	Urea	Mulvenna & Savidge (1992)		0.01 ppm		\$ -		300		\$ -
8	Organic Nitrogen			0.1 ppm	40 ppm	\$ -	\$ -	20	1	\$ -
9	Ortho Phosphate As P			0.01 ppm		\$ -		600		\$ -
10	Phosphorus, Total			0.06 ppm	10 mm	\$ -	\$ -	20	1	\$ -
11	Phosphate (Total) as P			0.05 ppm	10 ppm	\$ -	\$ -	600	1	\$ -
TOTAL FOR BID GROUP 2										\$ -

Contractor's Name: _____

Bid Group 3 - Sediment Grain Size Analysis		Method(s) Water	Method(s) Solids	RL Water	RL Solids	Cost		Est. # of Samples		Total Cost
						Water	Solids	Water	Solids	
1	Group Sampling of all Services Listed In Bid Group 3 (Items 2 - 22)						\$ -		20	\$ -
2	Particle Size Wt.<0.002Mm)		Plumb		0.05 g					
3	Particle Size Wt.>.0156Mm)		Plumb		0.05 g					
4	Particle Size Wt.>0.002Mm)		Plumb		0.05 g					
5	Particle Size Wt.>0.0039Mm)		Plumb		0.05 g					
6	Particle Size Wt.>0.0078Mm)		Plumb		0.05 g					
7	Particle Size Wt.>0.0313Mm)		Plumb		0.05 g					
8	Particle Size Wt.>0.0625Mm)		Plumb		0.05 g					
9	Particle Size Wt.>0.125Mm)		Plumb		0.05 g					
10	Particle Size Wt.>0.25Mm)		Plumb		0.05 g					
11	Particle Size Wt.>0.5Mm)		Plumb		0.05 g					
12	Particle Size Wt.>16Mm)		Plumb		0.05 g					
13	Particle Size Wt.>1Mm)		Plumb		0.05 g					
14	Particle Size Wt.>2Mm)		Plumb		0.05 g					
15	Particle Size Wt.>32Mm)		Plumb		0.05 g					
16	Particle Size Wt.>4Mm)		Plumb		0.05 g					
17	Particle Size Wt.>8Mm)		Plumb		0.05 g					
18	Weight Coarse		Plumb		0.5 g					
19	Weight Fine		Plumb		0.5 g					
20	Weight Total		Plumb		0.5 g					
21	% Clay, Sand, Silt, gravel				1%		\$ -		10	\$ -
22	% Moisture				1%		\$ -		10	\$ -
TOTAL FOR BID GROUP 3										\$ -

Bid Group 4 - Suspended and Dissolved Solids

1	Group Sampling of all Services Listed In Bid Group 4 (Items 2 - 7)						\$ -		600	\$ -
2	Dissolved Solids, Total				10 ppm		\$ -		25	\$ -
3	Fixed Dissolved Solids				5.0 ppm		\$ -		10	\$ -
4	Fixed Suspended Solids				0.5 ppm		\$ -		10	\$ -
5	Suspended Solids, Total				0.5 ppm		\$ -		25	\$ -
6	Volatile Dissolved Solids				5.0 ppm		\$ -		10	\$ -
7	Volatile Suspended Solids				1.0 ppm		\$ -		10	\$ -
TOTAL FOR BID GROUP 4										\$ -

Contractor's Name:

	Method(s) Water	Method(s) Solids	RL Water	RL Solids	Cost		Est. # of Samples		Total Cost
					Water	Solids	Water	Solids	
Bid Group 5 - Partial Minerals									
1	Group Sampling Only of all Services Listed In Bid Group 5 (Items 2 - 7)				\$ -	\$ -	600	1	\$ -
2	Boron		0.01 ppm						
3	Magnesium		0.02 ppm						
4	Chloride		0.25 ppm						
5	Hardness as CaCo3		1.0 ppm						
6	Calcium		0.05 ppm						
7	Sodium		0.1 ppm						
TOTAL FOR BID GROUP 5									\$ -

Bid Group 6 - Minerals and Metals									
1	Group Sampling of all Individual Services Listed in Bid Group 6 (Items 2 - 20)				\$ -	\$ -	2	1	\$ -
2	Alkalinity		1.0 ppm		\$ -		2		\$ -
3	Bicarbonate		10 ppm		\$ -		2		\$ -
4	Boron		0.01 ppm	5 ppm	\$ -	\$ -	2	1	\$ -
5	Bromide		0.1 ppm	1 ppm	\$ -	\$ -	2	1	\$ -
6	Calcium		0.05 ppm	25 ppm	\$ -	\$ -	2	1	\$ -
7	Carbonate		10 ppm		\$ -		2		\$ -
8	Chloride		0.25 ppm	5 ppm	\$ -	\$ -	2	1	\$ -
9	Conductivity		2.5 S/cm		\$ -		2		\$ -
10	Copper (Total)		0.1 ppb	2 ppm	\$ -	\$ -	600	1	\$ -
11	Dissolved Solids, Total		10 ppm		\$ -		2		\$ -
12	Fluoride		0.125 ppm	0.5 ppm	\$ -	\$ -	2	1	\$ -
13	Hardness as Caco3		1.0 ppm		\$ -		2		\$ -
14	Magnesium		0.02 ppm	1 ppm	\$ -	\$ -	2	1	\$ -
15	Methyl Blue Activated Substances		0.05 ppm		\$ -		2		\$ -
17	Nitrate as N		0.1 ppm	1 ppm	\$ -	\$ -	20	1	\$ -
18	Potassium		1.0 ppm	25 ppm	\$ -	\$ -	2	1	\$ -
19	Silica		0.1 ppm	25 ppm	\$ -	\$ -	300	1	\$ -
20	Sodium		0.1 ppm	25 ppm	\$ -	\$ -	2	1	\$ -
21	Sulfate		1.0 ppm	10 ppm	\$ -	\$ -	2	1	\$ -
22	Zinc (Total)		0.7 ppb	5 ppm	\$ -	\$ -	600	1	\$ -
TOTAL FOR BID GROUP 6									\$ -

ATTACHMENT 4
LABORATORY SCHEDULE OF COSTS TABLES

Contractor's Name:

Bid Group 7 - Organochlorine Pesticides and PCBs		Method(s) Water	Method(s) Solids	RL Water	RL Solids	Cost		Est. # of Samples		Total Cost
						Water	Solids	Water	Solids	
1	Services Listed In Bid Group 13 (Items 2 - 36)					\$ -	\$ -	1	20	\$ -
2	Aldrin			0.002 ppb	2.0 ppb					
3	Chlordane, cis			0.002 ppb	4.0 ppb					
4	Chlordane, trans			0.002 ppb	4.0 ppb					
5	Chlordane, Total			0.2 ppb	10.0 ppb					
6	Dieldrin			0.003 ppb	1.0 ppb					
7	Endosulfan I			0.002 ppb	4.0 ppb					
8	Endosulfan II			0.002 ppb	10.0 ppb					
9	Endosulfan Sulfate			0.004 ppb	10.0 ppb					
10	Endosulfan, Total			0.004 ppb	10.0 ppb					
11	Endrin			0.002 ppb	4.0 ppb					
12	Endrin Aldehyde			0.005 ppb	4.0 ppb					
13	Endrin Ketone			0.005 ppb	4.0 ppb					
14	HCH, Alpha			0.002 ppb	1.0 ppb					
15	HCH, Beta			0.002 ppb	2.0 ppb					
16	HCH, Delta			0.002 ppb	1.0 ppb					
17	HCH, Gamma (Lindane)			0.003 ppb	1.0 ppb					
18	HCH, Total			0.005 ppb	2.0 ppb					
19	Heptachlor			0.002 ppb	2.0 ppb					
20	Heptachlor Epoxide			0.002 ppb	2.0 ppb					
21	Methoxychlor			0.002 ppb	6.0 ppb					
22	P,P'-DDD			0.002 ppb	4.0 ppb					
23	P,P'-DDE			0.002 ppb	4.0 ppb					
24	P,P'-DDT			0.005 ppb	10.0 ppb					
25	O,P'-DDD			0.002 ppb	4.0 ppb					
26	O,P'-DDE			0.002 ppb	4.0 ppb					
27	O,P'-DDT			0.002 ppb	6.0 ppb					
28	PCB Arochlor 1016			0.2 ppb	10 ppb					
29	PCB Arochlor 1221			0.2 ppb	10 ppb					
30	PCB Arochlor 1232			0.2 ppb	10 ppb					
31	PCB Arochlor 1242			0.2 ppb	10 ppb					
32	PCB Arochlor 1248			2.5 ppb	10 ppb					
33	PCB Arochlor 1254			0.2 ppb	10 ppb					

Contractor's Name:

Bid Group 7 - Organochlorine Pesticides and PCBs, cont.		Method(s) Water	Method(s) Solids	RL Water	RL Solids	Cost		Est. # of Samples		Total Cost
						Water	Solids	Water	Solids	
34	PCB Arochlor 1260			0.2 ppb	10 ppb					
35	PCB, Total Arochlors			0.2 ppb	10 ppb					
36	Toxaphene			1.0 ppb	40 ppb					
TOTAL FOR BID GROUP 7										\$ -

Bid Group 8 - Miscellaneous

5	MTBE	EPA 8260		0.08 ppb	5.0 ppb	\$ -	\$ -	20	1	\$ -
2	Grease & Oil			50 ppb	1000 ppb	\$ -	\$ -	5	5	\$ -
3	Petroleum Hydrocarbons (TPH),	8015 modified		50 ppb	1000 ppb	\$ -	\$ -	5	5	\$ -
6	Perchlorate			1.0 ppb	10.0 ppm	\$ -	\$ -	1	1	\$ -
TOTAL FOR BID GROUP 8										\$ -

Bid Group 9 - Pathogens

		RL	15-tube multiple tube dilution cost	25-tube multiple tube dilution cost	Idexx cost	15-tube dilution #	25-tube #	Idexx #	Total	
1	Coliform, Total and Fecal	2	\$ -	\$ -		10	600		\$ -	
2	Enterococci and Total Coliform	2			\$ -			10	\$ -	
4	Escherichia coli and Total Coliform	2			\$ -			600	\$ -	
TOTAL FOR BID GROUP 9										\$ -

SUBTOTAL FOR BID GROUPS 1 - 9 \$ -

Contractor's Name:

Bid Group 10 - Special Charges

1 Charges for Rush Turnaround Time

For routine analytical requests, test results shall be available (by telephone, e-mail, or fax), within ten (10) working days, and the official analytical report must be mailed to the Regional Water Board within fifteen (15) working days of sample receipt by the laboratory.

When Regional Water Board staff requests the laboratory to meet a shorter turnaround time, the following "rush factor", expressed as a percentage, will be applied to the amounts bid under Bid Groups 1 - 11.

TURNAROUND TIME STATUS	RESULTS PROVIDED WITHIN	OFFICIAL REPORT MAILED WITHIN
Rush	24 Hours	2 Days
Urgent	48 Hours	5 Days
Routine	10 Working Days	15 Days

For samples submitted under Rush and Urgent status, test results shall be provided to the Regional Water Board (by telephone, e-mail, or fax), and the official report mailed within the timeframes.

Rush Surcharge

1a	Subtotal for Bid Groups 1 - 9	\$	-	
1b	Rush (24 Hours) Turnaround Time - Determined by bidder as % of routine charge			%
1c	Base cost of analyses performed as Rush (SWRCB assumes 5% of analyses will be performed as Rush) - Line 1a x 0.05	\$	-	
1d	Rush Surcharge Total Cost - Line 1b x 1c	\$	-	

Urgent Surcharge

1e	Urgent (48 Hours) Turnaround Time - Determined by bidder as % of routine charge			%
1f	Base cost of analyses performed as Urgent (SWRCB assumes 3% of analyses will be performed as Urgent) Line 1a x 0.03	\$	-	
1g	Urgent Surcharge Total Cost - Line 1e x 1f	\$	-	
GROUP 10, ITEM 1 SUBTOTAL (Add 1d + 1g)				\$ -

Contractor's Name:

2 Charges for Expert Witness Testimony

The Regional Water Board may require that expert witness testimony be given regarding samples analyzed by the Contractor.

The Bidder agrees to provide this service at an hourly cost of: Estimated Hours Needed: Cost:

3 Charges for Researching Laboratory Analytical Records

The contracted laboratory will be expected, upon request, to spend up to eight (8) hours over the course of the Agreement, and at the laboratory's expense, researching lab records and providing verification of quality control or lab procedures for analytical work performed.

The Bidder agrees to provide any additional work at an hourly cost of: Estimated Hours Needed: Cost:

4 Charges for Analyses Not Listed

For analyses not listed on the Costs Tables, the Laboratory's standard rate shall apply. However, for analyses not listed on the Costs Tables and for which the laboratory does not have a standard rate, the cost shall be based on the time required to perform the analysis.

The bidder agrees to provide non-standard analyses at an hourly rate of: Estimated Hours Needed: Cost:

5 In the event that the Contractor cannot provide analytical services that meet the specifications (e.g., reporting limits, turnaround times for analyses, etc.) requested by the SWRCB staff, the Contractor will be required to subcontract the work to another laboratory that can meet the specifications. If the work to be subcontracted is for analytical services that are specified in the Costs Tables, the Contractor will bill the SWRCB for the services at the contracted rate; no surcharges will be allowed. However, if the subcontracted work is not specified in the Costs Tables, the Contractor may bill the SWRCB at the subcontractor's rate plus an additional fifteen percent (15%) surcharge.

6 Transportation expenses must be included in the costs submitted in the Costs Tables, Bid Groups 1 through 9, and must not be listed as separate charges.

7 SWRCB reserves the right to reject any costs not determined to be fair and reasonable. If costs are deemed unreasonable, the SWRCB shall first offer to the Contractor the opportunity to negotiate lower rates satisfactory to both parties. If an agreement cannot be reached, the SWRCB has the right to have the services within these Costs Tables performed at a lesser rate outside of the contract.

TOTAL FOR BID GROUP 10 (Add Subtotals of Items 1, 2, 3, and 4)

TOTAL BID AMOUNT (Sum of Bid Groups 1 thru 10)

NOTE: The Total Bid Amount reflects a weighted sum of all bid group entries and special services. It is intended for comparison of bids only and does not reflect the total contract amount.

**ATTACHMENT 5
SUMMARY OF PROPOSED SUBCONTRACTORS**

Each bidder is required to prepare a Summary of Proposed Subcontractors and submit it as Attachment 5 with the Bid Package. (Note: If no subcontractors are to be used, it is not necessary to submit a Summary.)

The Summary must include the following information for each subcontractor to be used:

1. Company name;
2. Telephone number;
3. Contact person;
4. List of analyses and services (by Bid Group and description as shown on Attachment 4, "Costs Tables", to be assigned to each subcontractor; and
5. Percentage of Total Agreement Amount assigned to each subcontractor.

Note: Provide the percentage of the Total Agreement Amount assigned to subcontractors.

Bid Group	Analysis	Subcontractor Name Telephone Number Contact Person	Percentage of Total Agreement Amount

TOTAL PERCENTAGE OF TOTAL AGREEMENT AMOUNT _____ %

ATTACHMENT 6
BIDDER REFERENCES

Submission of this attachment is **mandatory**. Failure to complete and return this attachment with your bid will cause your bid to be rejected and deemed non-responsive.

List below three (3) references of similar services performed within the last five (5) years. If three (3) references cannot be provided, please explain why on an attached sheet of paper.

REFERENCE 1			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost 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		Value or Cost 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		Value or Cost of Service	
Brief Description of Service Provided:			

ATTACHMENT 7

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

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

1	<p>INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.</p> <p>NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.</p>		
2	<p>PAYEE'S LEGAL BUSINESS NAME (Type or Print)</p>		
	<p>SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)</p>		<p>E-MAIL ADDRESS</p>
	<p>MAILING ADDRESS</p>		<p>BUSINESS ADDRESS</p>
	<p>CITY, STATE, ZIP CODE</p>		<p>CITY, STATE, ZIP CODE</p>
3	<p>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): <input type="text"/> - <input type="text"/></p>		<p>NOTE: Payment will not be processed without an accompanying taxpayer I.D. number</p>
<p>PAYEE ENTITY TYPE</p> <p>CHECK ONE BOX ONLY</p>	<p><input type="checkbox"/> PARTNERSHIP</p> <p><input type="checkbox"/> ESTATE OR TRUST</p> <p><input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: <input type="text"/> - <input type="text"/> - <input type="text"/></p> <p style="font-size: small;">(SSN required by authority of California Revenue and Tax Code Section 18646)</p>		
	<p>CORPORATION:</p> <p><input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)</p> <p><input type="checkbox"/> LEGAL (e.g., attorney services)</p> <p><input type="checkbox"/> EXEMPT (non-profit)</p> <p><input type="checkbox"/> ALL OTHERS</p>		
4	<p><input type="checkbox"/> California Resident – Qualified to do business in California or maintains a permanent place of business in California.</p> <p><input type="checkbox"/> California Nonresident (see reverse side) – Payments to nonresidents for services may be subject to State income tax withholding.</p> <p style="margin-left: 20px;"><input type="checkbox"/> No services performed in California</p> <p style="margin-left: 20px;"><input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.</p>		
5	<p style="text-align: center;">I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly inform the State agency below.</p>		
	<p>AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)</p>		<p>TITLE</p>
	<p>SIGNATURE</p>	<p>DATE</p>	<p>TELEPHONE ()</p>
6	<p>Please return completed form to:</p> <p>State Water Resources Control Board Contracts Office 1001 – I Street, 18th Floor Sacramento, CA 95814 (916) 341-5807 Fax: (916) 341-5059 E-mail: N/A</p>		

ATTACHMENT 7

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE
PAYEE DATA RECORD
STD. 204 (Rev. 6-2003) (REVERSE)

1	<p><u>Requirement to Complete Payee Data Record, STD. 204</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect not to do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be considered a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at the time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals/sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>
	<p><u>Privacy Statement</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>

ATTACHMENT 8

CONTRACTOR CERTIFICATION CLAUSES (CCC-307)

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm 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 of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Government Code Section 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

ATTACHMENT 8

CONTRACTOR CERTIFICATION CLAUSES (CCC-307)

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Government Code Section 8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Public Contract Code 10296) (Not applicable to public entities.)
4. **CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:** Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
6. **SWEATFREE CODE OF CONDUCT:**
 - a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

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CONTRACTOR CERTIFICATION CLAUSES (CCC-307)

- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
7. **DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code Section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to 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.

Current State Employees (Public Contract Code Section 10410):

- 1) 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.
- 2) 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.

Former State Employees (Public Contract Code Section 10411):

- 1) 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.
- 2) 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.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Public Contract Code Section 10420)

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. (Public Contract Code Section 10430 (e))

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CONTRACTOR CERTIFICATION CLAUSES (CCC-307)

2. **LABOR CODE/WORKERS' COMPENSATION:** Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. **AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. **CONTRACTOR NAME CHANGE:** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. **RESOLUTION:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all contractors that are not another state agency or other government entity.

ATTACHMENT 9

**CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
PROGRAM REQUIREMENTS – NOT FOR GOODS AND INFORMATION TECHNOLOGY**

(Revision Date 09/03/09)

Please read the requirements and instructions carefully before you begin.

AUTHORITY. The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq. **Recent legislation has modified the program significantly in that a bidder may no longer demonstrate compliance with program requirements by performing a “good faith effort” (GFE).**

The minimum DVBE participation percentage (goal) is 3% for this solicitation unless another percentage is specified in the solicitation. A DVBE incentive will be given to bidders who provide DVBE participation, unless stated elsewhere in the solicitation that the DVBE incentive has been waived.

INTRODUCTION. The bidder must complete the identified form to comply with this solicitation’s DVBE program requirements. Bids or proposals (hereafter called “bids”) that **fail to submit all required form and fully document and meet the DVBE program requirement options shall be considered non-responsive.**

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

Only State of California, Office of Small Business and DVBE Services (OSDS), certified DVBEs (hereafter called “DVBE”) who perform a commercially useful function relevant to this solicitation, may be used to satisfy the DVBE program requirements. The criteria and definition for performing a commercially useful function are contained herein on the page entitled **Resources & Information**. Bidders are to verify each DVBE subcontractor’s certification with OSDS to ensure DVBE eligibility.

PLEASE READ ALL INSTRUCTIONS CAREFULLY. These instructions contain information about the DVBE program requirements, bidder responsibilities, and DVBE Bid Incentive. Bidders are responsible for thorough review and compliance with these instructions.

To meet the DVBE program requirements, bidders must complete and fully document compliance with the following:

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

COMMITMENT -- Commit to meet or exceed the DVBE participation requirement in this solicitation by either Method A1 (bidder is a California certified DVBE) or A2 (bidder is not a California certified DVBE). Bidders must document DVBE participation commitment by completing and submitting the Bidder Declaration (GSPD-05-105) located elsewhere within the solicitation document. Failure to complete and submit the required form as instructed shall render the bid non-responsive.

At the State's option prior to award of the contract, a written confirmation from each DVBE subcontractor identified on the Bidder Declaration must be provided. As directed by the State, the written confirmation must be signed by the bidder and/or the DVBE subcontractor(s). The written confirmation may request information that includes but is not limited to the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, and total amount to be paid to the DVBE. If further verification is necessary, the State will obtain additional information to verify the above requirements.

Method A1. Certified DVBE bidder:

- a. Commit to performing at least 3% of the contract bid amount (unless otherwise specified) with the prime bidder's firm or in combination with another DVBE(s).
- b. Document DVBE participation on the Bidder Declaration GSPD-05-105.
- c. At the State's option a DVBE bidder working in combination with other DVBEs shall submit proof of its commitment by submitting a written confirmation from the DVBE(s) identified as a subcontractor on the Bidder Declaration. When requested, the document must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written confirmation as specified may be grounds for bid rejection.

Method A2. Non-DVBE bidder:

- a. Commit to using certified DVBE(s) for at least 3% (unless otherwise specified) of the bid amount.
- b. Document DVBE participation on the Bidder Declaration GSPD-05-105.
- c. At the State's option prior to contract award, a bidder is to submit proof of its commitment by submitting a written confirmation from each DVBE identified as a subcontractor on the Bidder Declaration GSPD-05-105. The awarding department contracting official named in the solicitation may contact each listed DVBE, by mail, fax or telephone, for verification of the bidder's submitted DVBE information. When requested, the document must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written confirmation as specified may be grounds for bid rejection.

THE FOLLOWING MAY BE USED TO LOCATE DVBE SUPPLIERS:

Awarding Department

Contact the department's contracting official named in this solicitation for any DVBE suppliers who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify DVBE suppliers for the solicitation. You may also contact the department's SB/DVBE Advocate for assistance.

Other State and Federal Agencies, and Local Organizations (PCC §10115.2(b)(2))

STATE: Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), online certified firm 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 (UNSPSC) that apply to the elements of work you want to subcontract to a DVBE. Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: www.eprocure.dgs.ca.gov. For questions regarding the online certified firm database and the CSCR, please call the OSDS at (916) 375-4940 or send an email to: OSDCHelp@dgs.ca.gov.

FEDERAL: Search the U.S. Small Business Administration's (SBA) Central Contractor Registration (CCR) on-line database at www.ccr.gov/ to identify potential DVBEs and click on the "Dynamic Small Business Search" button. Search options and information are provided on the CCR Dynamic Small Business Search site. First time users should click on the "help" button for detailed instructions. Remember to verify each firm's status as a California certified DVBE.

LOCAL: Contact local DVBE organization to identify DVBEs. For a list of local organizations, go to www.pd.dgs.ca.gov/smbus and select: [DVBE Local Contacts](#) (New 02/09) (pdf).

DVBE BID INCENTIVE. Unless stated elsewhere in the solicitation that the DVBE incentive has been waived, in accordance with Section 999.5(a) of the Military and Veterans Code an incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration GSPD-05-105 and confirmed by the State. The incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation. Unless a table that replaces the one below has been expressly established elsewhere within the solicitation, the following percentages will apply for awards based on low price.

Confirmed DVBE Participation of:	DVBE Incentive:
5% or Over	5%
4% to 4.99% inclusive	4%
3% to 3.99% inclusive	3%

As applicable: (1) Awards based on low price - the net bid price of responsive bids will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive net bid price. If the #1 ranked responsive, responsible bid is 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% or \$100,000, whichever is less, of the #1 ranked net bid price. When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed \$100,000.

(2) Awards based on highest score - the solicitation shall include an individual requirement that identifies incentive points for DVBE participation.

A DVBE Business Utilization Plan (BUP) does not qualify a firm for a DVBE incentive. Bidders with a BUP, must submit a Bidders Declaration (GSPD-05-105) to confirm the DVBE participation for an element of work on this solicitation in order to claim a DVBE incentive(s).

RESOURCES AND INFORMATION

For questions regarding bid documentation requirements, **contact the contracting official at the awarding department for this solicitation.** For a directory of SB/DVBE Advocates for each department go to:
<http://www.pd.dgs.ca.gov/smbus/advocate.htm>

The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in locating DVBEs for a fee. To obtain this list, please go to www.pd.dgs.ca.gov/smbus and select:

- [DVBE Trade Paper Listing](#) (New 02/09) (pdf)
- [DVBE Focus Paper Listing](#) (New 02/09) (pdf)

U.S. Small Business Administration (SBA):
Use the Central Contractor Registration (CCR) on-line database.
Internet contact only –Database: www.ccr.gov/.

FOR:
Service-Disabled Veteran-owned businesses in California (Remember to verify each DVBE's California certification.)

Local Organizations: Go to www.pd.dgs.ca.gov/smbus and select [DVBE Local Contacts](#) (New 02/09) (pdf)

FOR:
List of potential DVBE subcontractors

DGS-PD EProcurement
Website: www.eprocure.dgs.ca.gov
Phone: (916) 375-2000
Email: eprocure@dgs.ca.gov

FOR:

- SB/DVBE Search
- CSCR Ads
- Click on Training tab to Access eProcurement Training Modules including: 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

FOR:

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

Commercially Useful Function Definition

California Code of Regulations, Title 2, § 1896.61(l):

The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of §1896.61(f); is certified in accordance with §1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function.

As defined in MVC §999, a person or an entity is deemed to perform a "commercially useful function" if a person or entity does **all** of the following:

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

A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.

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.

ATTACHMENT 10

DARFUR CONTRACTING ACT CERTIFICATION

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

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

OPTION #1 - CERTIFICATION

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

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

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

OPTION #2 – WRITTEN PERMISSION FROM DGS

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

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

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

ATTACHMENT 11

SMALL BUSINESS CERTIFICATION

SUBMIT WITH BID

Submit a copy of your current Small Business certification, if applicable.

If you would like to become a certified small business, the application may be downloaded at the web address below

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

To become a certified small business this application form must be submitted to Department of General Services. Please submit a copy of the application you submitted to DGS with your completed bid package.

ATTACHMENT 12

NON-SMALL BUSINESS PREFERENCE

**SUBCONTRACTOR'S SMALL BUSINESS CERTIFICATION COPIES,
IF APPLICABLE**

SUBMIT WITH BID

Submit a copy of the current Small Business certification for each subcontractor.

ATTACHMENT 13

TARGET AREA CONTRACT PREFERENCE ACT (TACPA)

This page is a placeholder for the TACPA Request Form

Download a copy of this form at:

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

ATTACHMENT 14

ENTERPRISE ZONE ACT

This page is a placeholder for the EZA Form

Download a copy of this form at:

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

ATTACHMENT 15

LOCAL AGENCY MILITARY BASE RECOVERY AREA (LAMBRA) ACT

This page is a placeholder for the LAMBRA Form

Download a copy of this form at:

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

Contract Exhibits

The following pages represent a sample of the contract that may be awarded from this IFB.
Please review it carefully.

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

12-022-130

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

State Water Resources Control Board

CONTRACTOR'S NAME

Contractor to be Determined

2. The term of this Agreement is: ****Upon DGS, Office of Legal Services, approval, through June 30, 2014**

3. The maximum amount of this Agreement is: **\$310,000.00**
Three Hundred Ten Thousand Dollars and No Cents

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	10 pages
Exhibit B – Budget Detail and Payment Provisions	4 pages
Attachment I – Costs Tables	10 pages
Attachment II – Summary of Proposed Subcontractors	2 pages
Exhibit C* – General Terms and Conditions	GTC 610
Exhibit D – Special Terms and Conditions	6 pages

****The effective date of this Agreement is the approval date by the Department of General Services, Office of Legal Services. No work shall commence until the effective date.**

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 <http://www.ols.dgs.ca.gov/standard+language>

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

CONTRACTOR

*California Department of General Services
Use Only*

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

Contractor to be Determined

BY (Authorized Signature) DATE SIGNED (Do not type)

[Signature]

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

State Water Resources Control Board

BY (Authorized Signature) DATE SIGNED (Do not type)

[Signature]

PRINTED NAME AND TITLE OF PERSON SIGNING
David Brady, Manager Procurement and Contracts, Division of Administrative Services

ADDRESS

1001 I Street, 18th Floor, Sacramento, CA 95814

Exempt per:

Exhibit A
Scope of Work

1. Introduction

- A. The Contractor agrees to provide to the State Water Resources Control Board (State Water Board), Central Coast Regional Water Quality Control Board (Central Coast Water Board), laboratory analyses and related services for water, wastewater, sediment and soil as described herein. The Contractor agrees to comply with the Surface Water Ambient Monitoring Program (SWAMP) Quality Assurance Management Plan. Specific analytical methodologies and services are identified in the Costs Tables in Exhibit B of this Agreement.
- B. The Contractor shall provide services at its laboratory facility, or at the laboratory facilities of any approved subcontractors. The Contractor is responsible for pickup of samples from the Central Coast Water Board Office located at 895 Aerovista Place, Suite 101, San Luis Obispo, CA 93420.

2. Project Representatives

- A. The Project Representatives during the term of this Agreement will be:

State Water Resources Control Board Central Coast Regional Water Quality Control Board Karen Worcester, Contract Manager Address: 895 Aerovista Place, Suite 101 City/State/Zip: San Luis Obispo, CA 93401-7906 Telephone: (805) 549-3333 Fax: (805) 543-0397 E-mail: Kworcester@waterboards.ca.gov	Contractor Name [TBD] Name of Contract Manager [TBD] Address: City/State/Zip: Telephone: [TBD] Fax: [TBD] Email: [TBD]
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- B. Direct all administrative inquiries to:

State Water Resources Control Board Central Coast Regional Water Quality Control Board Diane Glanville, Contract Analyst Address: 895 Aerovista Place, Suite 101 City/State/Zip: San Luis Obispo, CA 93401-7906 Telephone: (805) 542-4629 Fax: (805) 543-0397 E-mail: dglanville@waterboards.ca.gov	Contractor Name [TBD] Name of Contract Manager [TBD] Address: City/State/Zip: Telephone: [TBD] Fax: [TBD] Email: [TBD]
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- C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

Exhibit A
Scope of Work

3. Logistics And Transfer Of Samples

The Contractor shall provide daily pick-up service for all samples, unless otherwise directed by the State Water Board Contract Manager or his/her designee. A regular schedule for pick-up service shall be determined by the State Water Board Contract Manager. The Contractor must be available to pick up samples between 8:00 a.m. and 5:00 p.m., Monday through Friday (except State holidays). At the Contract Manager's Request, the Contractor must also receive samples at their laboratory between 8 a.m. and 5 p.m., Monday through Friday (except State holidays) without prior notice. The number of samples may vary. The Contractor shall institute procedural safeguards to ensure exclusive custody and safekeeping of the samples, and designate individuals responsible for custody of such samples. The transportation schedule shall not cause sample holding times to be exceeded. The laboratory may provide courier service for sample pickup at the Central Coast Water Board or at pre-arranged locations within the Central Coast Region. Transportation and/or courier expenses are included in the analyses prices and must not be listed as a separate charge.

4. Analytical Equipment And Supplies

Sample collection containers, including refrigerants, preservatives, shipping containers, labels and chain-of-custody forms shall be provided by the Contractor at no additional cost. Sampling containers, preservatives, and holding times shall be as set forth in the applicable analytical methods listed in the Costs Tables (Exhibit B, Section 4), or shall follow customary sampling and preservation procedures for any analytical methods not specifically listed in the Tables.

5. Documentation And Handling Of Samples

All reports shall be complete upon submittal to the State Water Board Contract Manager. Reports shall be submitted in both electronic and hard copy. A standardized electronic format supplied by the Central Coast Ambient Monitoring Program will be required. Alternatively data may be delivered using the State Water Board's Surface Water Ambient Monitoring Program (SWAMP) data delivery templates. Analyses must be performed within the United States Environmental Protection Agency (USEPA) required holding time. The Contractor may impose a surcharge on urgent and rush priority analyses.

Analytical reports shall contain the following:

- Sample ID (as reported on Chain of Custody)
- Date and time constituent was collected
- Date and time analyzed
- Date and time received at laboratory
- Initials of the analyst
- Detection limits
- Method
- Analytical results
- Units
- Batch ID information
- Laboratory qualifier flags as appropriate

Exhibit A
Scope of Work

Quality Control Report shall contain the following:

- Laboratory qualifier flags as appropriate
- Laboratory duplicate results
- Laboratory duplicate relative percent difference
- Laboratory duplicate “Parent” or “Source” sample ID
- Matrix spike results
- Matrix spike sample ID
- Matrix spike duplicate result
- Matrix spike amount
- Matrix spike percent recoveries
- Matrix spike relative percent difference
- Matrix Spike “Parent” or “Source” sample ID
- Laboratory control sample results
- Laboratory control sample spike amount
- Laboratory control sample percent recovery
- Method blank results
- Accuracy and/or precision control limits

6. Custody

The Contractor must institute procedural safeguards to ensure exclusive custody and safekeeping of all samples, designate individuals responsible for custody of such samples. The State Water Board Contract Manager, at any time, may include a custody tag with the sampling tag upon submittal to the Contractor for analysis of certain samples, hereinafter referred to as “evidence samples”.

For evidence samples, the following special custody procedures shall be followed:

- A. The Contractor shall designate one (1) full-time employee as a sample custodian and one (1) or more employee(s) as alternate sample custodian(s) to ensure that at least one (1) such custodian shall be available to receive evidence samples at all times during the Contractor’s normal business hours.
- B. The Contractor shall maintain an area for storage of evidence samples, which, in addition to requirements imposed by other provisions of these specifications, shall be secured from access by any person other than a designated custodian.
- C. From the time of sample submittal to a custodian, evidence samples shall, at all times, remain in the actual, or constructive custody of a designated custodian, or analyst until released for disposal pursuant to direction of the State Water Board Contract Manager, or designee.
- D. Actual custody shall mean personal and constant control and surveillance over the sample when it is being transported to or from the secured area and during the actual time that analytical services are being performed on the sample.

Exhibit A
Scope of Work

- E. Constructive custody shall mean those times when the sample is stored in the secured area.
- F. The Contractor shall ensure that all documentation specified in Section 4 above shall not become separated from the sample until disposition of such documentation is directed by the State Water Board Contract Manager, or designee.
- G. No evidence sample shall be disposed of until verbal authorization is obtained from the State Water Board Contract Manager, or designee.

7. Disposal Of Samples

The Contractor shall be responsible for appropriate disposal of all samples when the analyses are completed. Evidence samples must be stored following completion of analysis until verbal authorization is obtained from the State Water Board Contract Manager, or designee. All other samples must be stored by the Contractor for at least three (3) weeks following provision of analytical results to the Central Coast Water Board, or may be disposed of sooner if verbal authorization has been obtained from the State Water Board Contract Manager, or designee.

8. Laboratory Procedures

Analyses and determinations must be performed by qualified personnel in accordance with California Department of Public Health (CDPH) or United States Environmental Protection Agency (USEPA), approved test procedures described in the current Code of Federal Regulations (CFR) Title 40, Part 136; "Guidelines Establishing Test Procedures for the Analysis of Pollutants"; USEPA publication SW-846 entitled "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods"; and California Code of Regulations (CCR), Title 22, Division 4, Chapter 19, as appropriate. The test procedures may be modified subject to the application and approval of alternate test procedures under the CFR, Title 40, Parts 136.4 and 136.5. The Contractor shall comply with the SWAMP Quality Assurance Management Plan and its specifications for laboratory procedures, sample analysis, and reporting.

Any analysis not performed in whole or in part in accordance with the provisions and requirements specified above, or with any approved alternate test procedure, shall be rejected in its entirety and no payment shall be made therefore or for the results thereof.

Contractor and subcontractor(s) must possess and maintain CDPH certification to perform all applicable analyses.

9. Inspection Of The Laboratory

At the request of the State Water Board Contract Manager, the Contractor shall permit its laboratory facilities to be inspected in order to insure that all analyses conform to the methods specified in this Agreement. The Contractor shall furnish information, upon request, about any specific analysis and personnel shall be available to answer any questions appropriate to the capability of the Contractor's laboratory.

Exhibit A
Scope of Work

10. Analytical Quality Control

The Contractor's laboratory shall maintain a quality assurance/quality control (QA/QC) program, which meets or exceeds the standards specified by the CDPH - Environmental Laboratory Accreditation Program (ELAP) and USEPA Quality Assurance Manual Specifications (QAMS). The Contractor shall comply with the 2008 SWAMP Quality Assurance Management Plan (available at http://www.waterboards.ca.gov/water_issues/programs/swamp/qapp.shtml). The State Water Board Contract Manager may request at any time a copy of the laboratory's QA/QC program manual for review, to be provided by the Contractor. In addition, an analytical quality control program, in conformance with the procedures contained in manuals approved and published by the USEPA, shall be in effect at the Contractor's laboratory and shall be verified on request by the State Water Board Contract Manager. Quality assurance data shall be submitted with both electronic and hard copy data deliveries, and shall include at a minimum Quality Assurance results described in Section 4. Costs associated with providing this information shall be reflected in the analyte Cost Tables, and are not to be bid separately.

Duplicate and spiked samples may be submitted to the Contractor without warning, together with other samples, as an external audit of laboratory performance. The Contractor shall not be notified until analyses are complete that such samples have been submitted. Payment shall be made for analyses of such samples. The analyses shall meet acceptable method performance criteria specified by the CDPH-ELAP. If a sample analysis falls outside of a specific range, appropriate action must be taken to correct deficiencies, and check samples must be analyzed, at the Contractor's expense, until an acceptable analysis is obtained.

The Contractor may be requested to spend up to eight (8) hours per year, during the term of the Agreement, at the Contractor's expense, researching lab records and providing verification of quality control or lab procedures for analytical work performed. Any time requested in excess of this eight (8) hours may be charged to the Central Coast Water Board at the hourly rate quoted by the Contractor in the Costs Tables, "Special Charges". The State Water Board Contract Manager may reject any analytical results for which acceptable standards of quality cannot be demonstrated. For analytical results that are rejected on these grounds, no payment will be made to the Contractor.

11. Timeframes For Laboratory Analysis And Submittal Of Results

The Contractor shall in all cases complete sample analysis within timeframes required by approved test procedures, and within USEPA holding times. Payment shall not be made for analyses that are not performed within the required holding time when the Contractor is at fault.

For routine analytical requests, test results shall be available (by telephone, e-mail, or fax), within ten (10) working days. The official analytical report **must** be mailed or e-mailed in PDF format to the Central Coast Water Board within fifteen (15) working days of sample receipt by the laboratory, and the electronic data files in acceptable format **must** be e-mailed to the Central Coast Water Board contact staff within fifteen (15) working days of sample receipt by the laboratory.

Exhibit A
Scope of Work

If requested to do so by the Central Coast Water Board staff, the Contractor shall provide shorter turnaround times according to the following schedule:

TURNAROUND TIME STATUS	RESULTS PROVIDED WITHIN	OFFICIAL REPORT AND DATA PROVIDED WITHIN
Rush	24 Hours	2 Days
Urgent	48 Hours	5 Days
Routine	10 Working Days	15 Days

For Rush and Urgent samples, test results must be provided to the Central Coast Water Board (telephone, e-mail, or fax). The electronic data must be e-mailed and the official report must be mailed (or e-mailed in PDF version) within the timeframes indicated above. The Contractor may formally request an extension of the reporting deadlines from the State Water Board Contract Manager on a case-by-case basis if there are extenuating circumstances.

For Rush and Urgent samples, the Contractor shall be paid at the special rates identified in the Costs Tables. A 10 percent (10%) reduction in costs to the Contractor shall be applied as liquidated damages when specified turnaround timeframes are not met, unless an extension has been granted.

Recurrent failure to meet holding time requirements, or to produce analytical results within the turnaround timeframes specified, may be grounds for termination of the Agreement.

12. Subcontracting Of Laboratory Analyses

Laboratory analysis may only be subcontracted to laboratories identified in the "Summary of Proposed Laboratory Subcontractors". Subcontractors must meet all qualifications and requirements applying to the primary Contractor. The total cost of the analyses to be subcontracted shall be paid at the rates indicated in the Costs Tables.

In the event that the Contractor cannot provide analytical services meeting the specifications of the Central Coast Water Board (e.g., analytical methods, reporting limits, turnaround times for analyses, etc.), the Contractor may be required to subcontract the work to another laboratory, identified by the Central Coast Water Board, that can meet the specifications. When such work is for analytical services specifically listed in the Costs Tables, but the primary Contractor is unable to meet specifications listed in Exhibit A, Scope of Work, the primary Contractor shall bill the Central Coast Water Board for the subcontracted services at the rate identified in the Costs Tables, without any additional subcontracting surcharges.

However, when the Central Coast Water Board requires subcontracting services for analyses that are not listed in the Costs Tables, or the type of work demanded exceeds specifications in Exhibit A, Scope of Work, the Central Coast Water Board shall identify a subcontractor and negotiate a price for such services (at a cost not to exceed the identified subcontractor's standard list price). In such cases, the primary Contractor may bill the Central Coast Water Board at the negotiated price, plus an additional fifteen percent (15%) surcharge to cover administrative costs associated with the subcontract.

Exhibit B

Budget Detail and Payment Provisions

. 1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in the Costs Tables which are attached hereto and made a part of this Agreement.
- B. The Contractor acknowledges that late reporting of analytical results will result in additional costs to the State Water Board such as State Water Board staff time and potential risk of the State Water Board becoming non-compliant with USEPA directives. Therefore, when turnaround timeframes as specified in Exhibit A, Section 11, are not met by the Contractor, liquidated damages shall apply unless the State Water Board's Contract Manager has granted a time extension. A ten percent (10%) reduction in costs to the Contractor shall be applied as liquidated damages when specified turnaround timeframes are not met. The parties agree that these liquidated damages represent a fair and reasonable estimate of the costs that the State Water Board will sustain by reason of late submission. The parties further agree that calculation and proof of actual damages would be difficult, costly and inconvenient. Acceptance of any such damages shall not prevent the State Water Board from exercising any other rights and remedies available under the terms of the Agreement.
- C. Invoices shall include the Agreement Number. Each invoice shall include all charges for analytical work completed during that month. To facilitate verification of charges, the Contractor shall also provide itemized subinvoices detailing the charges for each analytical project included in the monthly invoice. The subinvoices must also properly detail all charges, expenses, and direct and indirect costs for each project. All invoices shall be submitted with copies of chain-of-custody forms for the analytical work being billed. Invoices and any subinvoices shall be submitted in triplicate, not more frequently than monthly in arrears to:

Diane Glanville
Central Coast Water Quality Control Board
895 Aerovista Place, Suite 101
San Luis Obispo, CA 93401-7906

- D. The original and one (1) copy of the approved invoice or payment request will be forwarded to the State Water Board's Accounting Operations Section by the State Water Board Contract Manager. Payment of any invoice will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice or payment request. Failure to use the address exactly as provided above may result in return of the invoice or payment request to the Contractor. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. All invoices must be approved by the State Water Board Contract Manager.

Exhibit B

Budget Detail and Payment Provisions

E. All invoices shall contain the following information:

- 1) The word "INVOICE" should appear in a prominent location at the top of the page(s);
- 2) Printed name of the Contractor;
- 3) Business address of the Contractor, including P.O. Box, City, State, and Zip Code;
- 4) The State Water Board and the Central Coast Regional Water Quality Control Board shall be identified as the agency being billed;
- 5) The date of the invoice;
- 6) The number of the Agreement upon which the claim is based; and
- 7) An itemized account of the services for which the Central Coast Water Board is being billed, including:
 - a. The time period covered by the invoice, (i.e., the term "from" and "to");
 - b. A brief description of the services performed;
 - c. The method of computing the amount due. Invoices must be itemized based on the categories specified in the Costs Tables. The amount claimed for salaries/wages/consultant fees must also be explained (i.e., hours or days worked times the hourly or daily rate = the total amount claimed);
 - d. The total amount due should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice. The total amount due shall include all costs incurred by the Contractor under the terms of this Agreement; and
 - e. Original signature of Contractor (not required of established firms or entities using preprinted letterhead invoices).

2. 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 State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other consideration under this Agreement and the Contractor shall not be obligated to perform any provision of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.
- C. The State's obligation to make any payments under this contract shall be suspended during such time as the Budget Act covering that fiscal year has not been approved by the Legislature and signed into law by the Governor.

Exhibit B

Budget Detail and Payment Provisions

3. 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.

4. Amounts Payable

A. The amounts payable under this Agreement shall not exceed:

\$150,000.00 for Upon DGS Contract Approval through June 30, 2013

\$150,000.00 for July 1, 2013 through June 30, 2014

B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.

C. An amendment(s) increasing the value of the Agreement will require prior approval by the Department of General Services. Additionally, costs for services are paid from the funding for the fiscal year during which services are rendered.

D. The State Water Board may renew this Agreement for an additional one (1) year period at the rates indicated in the bid.

5. 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 program contract manager. Said invoice should 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 program contract manager prior to the expiration or termination date of this Agreement.

6. Expense Allowability / Fiscal Documentation

A. Invoices, received from a Contractor and accepted and/or submitted for payment by the State, shall not be deemed evidence of allowable Agreement costs.

B. Contractor shall maintain for review and audit and supply to the State Water Board upon request if payments are questioned by the State Controller, adequate documentation of any questionable expenses claimed pursuant to this Agreement to permit a determination of expense allowability.

Exhibit B

Budget Detail and Payment Provisions

- C. If the allowability or appropriateness of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
- D. If travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures.

7. Budget

This Agreement including Attachment 1, Costs Tables, and Attachment 2, Summary of Proposed Subcontractors (if applicable), is the result of a competitive solicitation that is incorporated by reference and made part of this Agreement. The Contractor will only be compensated based on actual services performed at the rates specified. There will be no increase in bid cost.

Exhibit C

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: The General Terms and Conditions (GTC 610) is incorporated by reference to Internet site <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>.

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

1. **DISPUTE RESOLUTION PROCESS:** Any dispute arising under or relating to the terms of this Agreement, or related to the performance hereunder, which is not disposed of by Agreement shall be decided by the Contract Manager, who shall reduce such decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contract Manager shall be final and conclusive unless, within fifteen (15) calendar days from the date of receipt of such copy, the Contractor mails or otherwise delivers a written appeal to the State Water Resources Control Board Executive Director. The decision of the Executive Director, or authorized representative, on such appeal shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by any substantial evidence. In connection with any appeal under this Section, the Contractor shall be afforded an opportunity to be heard and to offer evidence and argument in support of the appeal. Pending final decision on any dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement work as directed by the Contract Manager unless the Contractor has received notice of termination. Decisions on any disputes hereunder may include decisions of both fact and law; provided, however, that nothing herein shall be construed as making final any decision on a question of fact or law in the event of any subsequent legal proceeding before a court of competent jurisdiction.

Authority to terminate performance under the terms of this Agreement is not subject to appeal under this Section. All other issues including, but not limited to, the amount of any equitable adjustment and the amount of any compensation or reimbursement which should be paid to the Contractor shall be subject to the disputes process under this Section. (PCC 10240.5, 10381, 22200 et seq, 40 CFR 31.70)

2. **RIGHTS IN DATA:** The Contractor agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so. (40 CFR 31.34, 31.36)
3. **PERMITS, WAIVER, REMEDIES AND DEBARMENT:** The Contractor shall procure all permits and licenses necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

Any waiver of rights with respect to a default or other matter arising under the Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter.

Any rights and remedies of the State provided for in this Agreement are in addition to any other rights and remedies provided by law.

Contractor shall not subcontract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension". Contractor shall not subcontract with any individual or organization on USEPA's List of Violating Facilities. (40 CFR, Part 31.35, Gov. Code 4477)

4. **INSURANCE REQUIREMENTS:**

A. General Provisions Applying to All Policies

- 1) Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- 2) Policy Cancellation or Termination and Notice of Non-Renewal – Insurance policies shall contain a provision stating coverage will not be cancelled without thirty (30) days prior written notice to the State. New certificates of insurance are subject to the approval of the Department of General Services and the Contractor agrees no work or services will be performed prior to obtaining such approval. In the event the 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 Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
- 3) Premiums, Assessments and Deductibles – The Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- 4) Primary Clause – Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the State.
- 5) Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VI. 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.
- 6) 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.
- 7) Inadequate Insurance – Inadequate or lack of insurance does not negate the Contractor’s obligations under the Agreement.
- 8) Use of Subcontractors - In the case of Contractor’s utilization of subcontractors to complete the contracted scope of work, the Contractor shall include all subcontractors as insured under the Contractor’s insurance or supply evidence of the subcontractor’s insurance to the State equal to policies, coverages, and limits required of the Contractor.

B. Insurance Coverage Requirements

The Contractor shall display evidence of the following on an Acord certificate of insurance evidencing the following coverage’s:

- 1) Commercial General Liability – The Contractor shall maintain general liability with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. 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 shall be endorsed to include, “The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

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- 2) **Automobile Liability** – The Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include the State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this agreement are concerned. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
 - 3) **Worker’s Compensation and Employer’s Liability** – The Contractor shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer’s liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
 - 4) **Professional Liability** – Contractor shall maintain professional liability covering any damages caused by a negligent error; act or omission with limits not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy’s retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.
5. **TERMINATION:** The SWRCB may terminate performance of work under this agreement upon 30 days written notice.

Termination Process:

Any termination shall be effected by written notice to the Contractor, either hand-delivered to the Contractor or sent certified mail, return receipt requested. The notice of termination shall specify the effective date of termination.

Upon receipt of notice of termination, and except as otherwise directed in the notice, the Contractor shall:

- a. Stop work on the date specified in the notice;
- b. Place no further orders or enter into any further subcontracts for materials, services or facilities except as necessary to complete work under the agreement up to effective date of termination;
- c. Terminate all orders and subcontracts;
- d. Promptly take all other reasonable and feasible steps to minimize any additional cost, loss, or expenditure associated with work terminated, including, but not limited to reasonable settlement of all outstanding liability and claims arising out of termination of orders and subcontracts;
- e. Deliver or make available to the SWRCB all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the Contractor under this agreement, whether completed, partially completed, or in progress.

In the event of termination, an equitable adjustment in the price provided for in this agreement shall be made. Such adjustment shall include reasonable compensation for all services rendered, materials supplied, and expenses incurred pursuant to this agreement prior to the effective date of termination. (PCC 10253, G.C. 11010.5, 40 CFR 31.36)

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6. **CONTRACT AMENDMENTS:** Should either party, during the term of this Agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by both parties and the Department of General Services, if such approval is required.
7. **POTENTIAL SUBCONTRACTORS:** Nothing contained in this Agreement or otherwise, shall create any contractual relation between the SWRCB and any subcontractors, and no subcontract shall relieve the Contractor of his responsibility and obligations hereunder. The Contractor agrees to be as fully responsible to the SWRCB 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 SWRCB's obligation to make payments to the Contractor. As a result, the SWRCB shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
8. **SUBCONTRACTING:** The Contractor is responsible for any work it subcontracts. Subcontracts must include all applicable terms and conditions of this Agreement. Any subcontracts, 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 addition to, such subcontractors, associates, or consultants shall be subject to prior written approval of the Contract Manager. Contractor warrants, represents and agrees that it and all 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 SWRCB 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, SWRCB may request substitution of the subcontractor.
9. **APPROVAL:** This agreement is not valid until signed by both parties and approved by the Department of General Services, if required.
10. **UTILIZATION OF DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION REQUIREMENTS:** In accordance with Public Contract Code Section 10115 et seq., the Contractor must meet or exceed the participation goals of not less than 3 percent for disabled veteran business enterprises (DVBE).
 - A. The Contractor agrees to use the DVBE subcontractors or suppliers originally identified by the Contractor unless the Contractor requests substitution in writing beforehand to the SWRCB Project Representative (Contract Manager) and the Contract Manager has approved such substitution. At a minimum, the request must include:
 - a. A written explanation of the reason for the substitution; and
 - b. The identity of the person or firm substituted.
 - B. Contractor understands and agrees that award of this contract is 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 (M&VC) 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). 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.

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- C. 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 to the State, and penalties as outlined in M&VC § 999.9; Public Contract Code (PCC) § 10115.10, or PCC § 4110 (applies to public works only).
- D. Requests to replace a DVBE subcontractor must be amply documented to show that the replacement meets the criteria as specified in the CCR or the PCC. Documentation may include, but is not limited to the request, confirmation of receipt of the request, the subcontractor's objection and request for hearing and the final Statement of Decision. Requests and resulting amendments generated by the DVBE subcontractor substitution should be timely so as not to unreasonably delay the contractor's performance of the contract, resulting in potential claims against the awarding department for delay damages.
- E. The request and the Contract Manager's approval is not to be construed as an excuse for noncompliance with any other provision of law, including but not limited to the subletting and subcontracting Fair Practices Act or any other Agreements requirements relating to substitution of subcontractors.
- F. Failure to adhere to at least the level of participation for DVBE proposed by the Contractor may be cause for Agreement termination and recovery of damages under the rights and remedies due the State.

11. USE OF SMALL BUSINESS SUBCONTRACTORS:

All Non-Small Business Subcontractor Preference Request attachments and Small Business Subcontractor/Supplier Acknowledgment attachments, however labeled, completed as a condition of bidding, are incorporated herein and made a part of this agreement by this reference.

- A. Contractor agrees to use each small business subcontractor/supplier, as identified in previously submitted Non-Small Business Subcontractor Preference Request attachments, unless the Contractor submits a written request for substitution of a like or alternate subcontractor. All requests for substitution must be approved by SWRCB, in writing (including email or fax), prior to using a proposed substitute subcontractor.
- B. Requests for substitution must be approved by the Contract Manager and must include, at a minimum:
 - 1. An explanation of the reason for the substitution;
 - 2. A written description of the business enterprise that will be substituted, including its small business certification status;
 - 3. If substitution of an alternate small business does not occur, include a written justification and description of the steps taken to try to acquire a new small business and how that portion of the contract will be fulfilled; and
 - 4. A written description of the work to be performed by the substituted subcontractor identified by both task (if applicable) and dollar amount or percentage of the overall contract that the substituted subcontractor will perform. The substituted business, if approved, must perform a commercially useful function in the contract pursuant to Title 2, California Code of Regulations §§ 1896.6.
- C. SWRCB may consent to the substitution in any of the situations set for in Public Contract Code Section 4107 of the Subletting and Subcontracting Fair Practices Act.

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- D. Prior to the approval of the prime contractor's request for the substitution the Contract Manager shall give notice in writing to the listed subcontractor of the prime contractor's request to substitute and the reasons for the request to substitute. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor that has been so notified shall have five (5) working days after the receipt of the notice to submit written objections to the substitution to the funding program. Failure to file these written objections shall constitute the listed subcontractor's consent to the substitution. If written objections are filed, SWRCB shall give notice in writing of at least five (5) working days to the listed subcontractor of a hearing by SWRCB on the prime contractor's request for substitution.
- E. Failure of the contractor to subcontract with the small businesses listed in its bid or proposal to SWRCB, or failure to follow applicable substitution rules and regulations may be grounds for the Department of General Services to impose sanctions pursuant to Government Code Section 14842.5 and Title 2, California Code of Regulations § 1896.18 and § 1896.20.
- F. If requested by SWRCB, Contractor agrees to provide documentation/verification, in a form agreed to by SWRCB, that small business subcontractor usage under this agreement complies with the commitments specified during the contractor selection process.

12. FORCE MAJEURE:

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.