

Solicitation 10024970  
High Voltage Proof Testing

State of California

## Bid 10024970

### High Voltage Proof Testing

Bid Number 10024970  
Bid Title High Voltage Proof Testing

Bid Start Date May 6, 2009 11:39:01 AM PDT  
Bid End Date Jun 9, 2009 2:00:00 PM PDT  
Question & Answer End Date May 26, 2009 3:00:00 PM PDT

Bid Contact BEN NIXON  
661-858-5678  
BENN@WATER.CA.GOV

Standard Disclaimer The State of California advises that prospective bidders periodically check the websites, including but not limited to Bidsync, and/or other state department links for modifications to bid documents. The State of California is not responsible for a prospective bidder's misunderstanding of the bid solicitation or nonresponsive bid due to failure to check these websites for updates or amendments to bid documents, and/or other information regarding the bid solicitations. Failure to periodically check these websites will be at the bidder's sole risk.

The information published and/or responded to on these websites is public information. Confidential questions/issues/concerns should be directed to the contact on the ad.

#### Description

Contractor to provide electrical proof testing, cleaning, and visual examination of insulating rubber protective goods and hot line tools at the contractor's facility.

Contractor must have the ability to test to ASTM/ANSI specifications per the California Code of Regulations, Title 8, Section 2940.6

STATE OF CALIFORNIA – THE CALIFORNIA NATURAL  
RESOURCES AGENCY

Arnold Schwarzenegger, Governor

**Department of Water Resources**  
*San Joaquin Field Division*  
4201 Sabodan Street  
Bakersfield, CA 93313  
661-858-5500



# INVITATION FOR BID

## NOTICE TO PROSPECTIVE BIDDERS

**May 5, 2009**

You are invited to review and respond to the attached Invitation for Bid (IFB), entitled **High Voltage Proof Testing**, BID No. **10024970**. The anticipated term of the resulting contract is **October 1, 2009** to **September 30, 2011**.

In this format (STD. 213), a copy of the General Terms and Conditions is not provided. The General Terms and Conditions are available at Internet site <http://www.ols.dgs.ca.gov/Standard+Language> and may be downloaded and printed for your files. These terms and conditions will become a part of the contract language. If you do not have Internet capabilities, you may request a hard copy by contacting the person listed below

The Contractor Certification package contains clauses and conditions that may apply to your Agreement and to person(s) doing business with the State of California. The Certification will be kept on file in a central location and must be renewed every three (3) years or updated as changes occur. Contractor Certification Clauses (CCC) are available at the Internet site referenced above. Please sign and return Page One of the CCC **307**.

Inquiries regarding the processing of the enclosed bid package should be referred to **Ben Nixon** at **661-858-5678**.

Sincerely,

**Ben Nixon**  
**Business Service Officer I**  
**San Joaquin Field Division**

Attachment(s)

## Department of Water Resources

### NOTICE OF DVBE PROGRAM REQUIREMENTS

For the purposes of this solicitation the DVBE Participation program is waived and firms responding to this solicitation are not required to comply with DVBE program requirements.

### DVBE INCENTIVE

This solicitation contains DVBE Incentive language. The DVBE Incentive offers bidders an opportunity to receive an incentive calculation when they include DVBE subcontracting firms in their bid efforts. Application of the Incentive may place the bidder in line for bid award.

Please review DVBE Incentive Language and form contained within this solicitation for additional information.

### SMALL BUSINESS PROGRAM INFORMATION

If a bidding firm is not a California Certified Small Business and wishes to be considered as a certified small business for the purposes of this solicitation, bidder application for small business must be received by the Department of General Services Office of Small and DVBE Business Services on the bid due date by close of business. Bidders must notify the Department in writing at the time of bid submission that they have an application for Small Business certification under review at the DGS - Office of Small and Disabled Veteran Business Services, and that they wish to be considered for the Small Business Calculation.

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

For additional assistance meeting DVBE program requirements or inquiries about Small Business certification, please contact the DWR SB/DVBE at (916) 651-9705, or email her at [halil@water.ca.gov](mailto:halil@water.ca.gov)

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**A. Purpose and Description of Services**

Contractor to provide electrical proof testing, cleaning, and visual examination of insulating rubber protective goods and hot line tools as described in Exhibit "A" Scope of Work

**B. Bidder Minimum Qualifications**

Ability to test to ASTM/ANSI specifications per the California Code of Regulations, Title 8, Section 2940.6

**C. Bid Requirements and Information****1. Time Schedule**

Bidder shall adhere to the timetable noted here:

IFB available to prospective bidders.

**May 11, 2009**

Bid Submittal is due by

**June 9, 2009 at 2:00 p.m.**

Bid opening to be held

**June 9, 2009 at 2:30 p.m.**

Anticipated Ending Date of Agreement.

**September 30, 2011**

**2. LOCATION FOR PERFORMANCE OF WORK:**

Department of Water Resources

**Contractor's Facility**

**3. QUESTIONS AND ANSWERS**

Technical questions must be submitted in writing and received by the Department via mail at the address indicated in the Submission of Bid section on or before the close of business on **May 26, 2009**. The Department will provide written answers to all potential bidders by **May 29, 2009**.

**4. Submission of Bid**

The bid addresses for:

**U. S. Postal Service Deliveries**  
**DEPARTMENT OF WATER RESOURCES**  
**San Joaquin Field Division**  
**4201 Sabodan Street**  
**Bakersfield, CA 93313**

**Hand Deliveries**  
(UPS, Express Mail, Federal Express)  
**DEPARTMENT OF WATER RESOURCES**  
**San Joaquin Field Division**  
**4201 Sabodan Street**  
**Bakersfield, CA 93313**

All bids shall include the following originally signed documents: Bid/Bidder Certification Sheet, Bid Sheet (Attachment I), Contractor Certification Clauses, and any other required documents. Bids not including the documents identified in the Bid Checklist shall be deemed non-responsive and will be rejected.

- a. All bids are to be sent to the **Department of Water Resources (DWR)** within the time frame indicated under Section C, Time Schedule. Bids received after the due date and time will be returned unopened to the prospective bidder.
- b. All bids must be submitted **under sealed cover**. The sealed cover must be plainly marked with the Invitation for Bid (IFB) title and number, must show your firm's name and address, and must be marked with "DO NOT OPEN".
- c. Bids not submitted under sealed cover will be rejected. **A minimum of two (2) original signed bids must be submitted.**
- d. Bids must be submitted for the entire service described therein. Deviations from the specification will not be considered and will be cause for rejection of the bid.
- e. The State does not accept alternate language from a bidder. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- f. A bid may be rejected if conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may waive any immaterial deviation in a bid. The State's waiver of immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with the objectives if awarded the Agreement. The State may reject all bids if deemed necessary.
- g. Costs for developing bids and preparation of award of the Agreement are entirely the responsibility of the bidder and shall not be chargeable to the State of California.
- h. This IFB shall be signed by an individual who is authorized to bind the bidding firm contractually. The signature must indicate the title or position that the individual holds in the firm. An unsigned bid shall be rejected.
- i. A bidder may modify a bid after its submission by withdrawal and resubmission before the bid due date. Modification of a bid offered in any other manner, oral or written, will not be considered.
- j. A bidder may withdraw bid by submitting a written request for its withdrawal to the State, signed by the bidder or an agent authorized in accordance with Paragraph h above. A bidder may thereafter submit a new bid before the bid submission deadline. Bids may not be withdrawn after the bid due date. Bids received after the due date and time will be returned unopened to the bidder.
- k. DWR may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received a bid package.
- l. If all bids are too high, DWR **is not required to award an Agreement.**
- m. Bids are public upon bid opening.
- n. Bidders are cautioned not to rely on the State, during the evaluation, to discover and report to the bidder all defects and errors in the submitted documents. Bidders should carefully proof their documents for errors and adherence to the IFB requirements before submitting them.

- o. Where applicable, the bidder should carefully examine the worksite and specifications. Bidder shall investigate conditions, character, quality of surface, subsurface materials, or obstacles to be encountered. No additions to the Agreement amount will be made because of failure to thoroughly examine the worksite and specifications.

## 5. Evaluation and Selection Process

- a. The State will put each bid through a process of evaluation to determine the responsiveness of bidders to the State's needs. The final selection will be made on the basis of the lowest responsible bid meeting the specifications.
- b. Bids that contain false or misleading statements or provide references that do not support an attribute or condition claimed by the bidder may be rejected. If, in the opinion of the State, information was intended to mislead the State in its evaluation of the bid, and the attribute, condition, or capability is a requirement of this IFB, it will be the basis for rejection of the bid.
- c. At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- d. The contract will be awarded to the lowest responsible bidder after consideration of the small business preference and any other applicable preferences. If there are tied bids, the Department will draw straws to pick the winning bidder during the public bid opening. The drawing will be witnessed and documented by two (2) or more Department employees.

## 6. Award and Protest

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

A protestant must meet the burden of proof that the awarding agency has committed a material error in the conduct of the bid award process.

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

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

Please note the following:

- If award will be made to other than the low bidder, the protest must be filed within five (5) working days of notice to the low bidder that the contract was awarded to another bidder,
- OR**
- If a written request was submitted by a bidder to the State Agency requesting that a notice of intent to award be posted, the protest must be filed during the five (5) working days the notice is posted.



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

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

They may be sent by regular mail, fax, courier, or personal delivery to:

Department of General Services  
Office of Legal Services  
Attention: Protest Coordinator  
707 Third Street, 7<sup>th</sup> Floor  
West Sacramento, California 95605  
or by **Fax** to: (916) 376-5088

**AND**

Attention: Ben Nixon  
Department of Water Resources  
4201 Sabodan Street  
Bakersfield, CA 93313  
or FAX to: 661-858-5501

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

**7. Disposition of Bids**

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

**8. Standard Conditions of Service**

Service shall not commence until the Agreement is fully executed and all approvals have been obtained.

- a. Should the Contractor fail to commence work at the agreed upon time, DWR, upon five (5) days written notice to the Contractor, reserves the right to terminate the Agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's bid price and the actual cost of performing work by the second low bidder or by another Contractor.
- b. All performance under the Agreement shall be completed on or before the termination date of the Agreement unless this Agreement is amended to extend the term.

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

## 9. Payee Data Record

- a. Contractor awarded this Agreement must have completed and submitted form STD. 204, Payee Data Record (PDR), to determine if the Contractor is subject to a seven percent (7%) State Income Tax withholding pursuant to California Revenue and Taxation Code Sections 18662, 18805, and 26131.
- b. No payment shall be made unless the PDR form has been returned to DWR completed.

## 10. Small Business Program

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

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

### Small Business Preference

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

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

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

Bidders having pending Small Business or DVBE Certification applications under review by the Department of General Services concurrent with the bid time frame should contact DGS/OSDS to request an expedite review/approval of their application in order to be considered for the small business preference during the evaluation of this bid. Contact DGS/OSDS at (916) 375-4940 to obtain information about the application expedite process.

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

### **Non-Small Business Bidder Preference**

Non-small business bidders will be granted a five percent (5%) non-small business subcontractor preference on a bid evaluation by an awarding department when a responsible non-small business has submitted the lowest-priced responsive bid or a bid that has been ranked as the highest scored bid pursuant to the evaluation of the solicitation and when the non-small bidder:

- a. Has included in its bid a notification to the awarding department that it commits to subcontract at least twenty-five percent (25%) of its net bid price with one or more OSDS certified small business(s) and
- b. Has submitted a timely, responsive bid; and
- c. Is determined to be a responsible bidder; and
- d. Identifies OSDS certified small business(s) it commits to subcontract with. The bidder shall list certified SB subcontractors and include their name, address, phone number, a description of the work to be performed, and the percentage (as specified in the solicitation) per subcontractor.

### **Computing Non-Small Business Bidder Preference**

The non-small business calculation preference five percent (5%) is used for bid evaluation purposes when there is at least one non-small business competing that business is subcontracting at least twenty-five percent of its net price bid to one or more certified small businesses, and award of the contract is made on the basis of the lowest responsive, responsible bidder. The preference shall be computed as follows:

Bidder A, Low Bid:	\$125,000 – not a certified small business bidder
Bidder B, Non-SB Bidder Bid	\$131,000 – bidder has identified certified SB sub with 25% participation

Calculation Preference:  $\$125,000 \times .05$  (5%) = \$6,250

Bidder B Non-SB Bidder Bid:	\$131,000
Calculated preference	<u>- 6,250</u>
	\$124,750

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

### **Ties between Certified Small Businesses and Certified Small Business and DVBE Businesses**

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

### **Maximum Allowable Preferences:**

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

## Non-Small Business Preference Request Form

In accordance with The Small Business Procurement and Contract Act (Gov. Code Section 14835 et. seq.), you have selected, and mutually agreed, to partner with a certified Small Business sub-contractor to provide commodities or services related to the performance of the requested services identified in IFB Solicitation Number: **10024970**. With the submission of the Non-Small Business Preference Calculation Request Form, you are requesting the non-small business calculation preference be applied during bid evaluation where applicable.

The Department of Water Resources has identified a Small Business participation level of 25% for this contract effort. As the Prime Contractor, you agree to sub-contract 25% as indicated in Section A below. The calculation preference will not exceed 5%, with a maximum preference of \$50,000.

***This form must be signed by individual entities with legally binding authority to do so.***

### SECTION I – NON-SMALL BUSINESS INFORMATION

#### Instructions to Bidder

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

<b>Company Name:</b>		<b>FEIN#</b>	
<b>Street Address:</b>			
<b>City</b>		<b>State</b>	
<b>Telephone Number:</b>		<b>Fax #:</b>	

**Part B - Services to Be Provide by the Small Business Partner:**

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

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

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

### SECTION II –CERTIFIED SMALL BUSINESS INFORMATION

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

<b>Company Name:</b>		<b>FEIN#</b>	
<b>Street Address:</b>			
<b>City</b>		<b>State</b>	
<b>Telephone Number:</b>		<b>Fax #:</b>	
<b>OSDC Certification No.:</b>		<b>Certification Expiration Date:</b>	____/____/____

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

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

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

## GUIDELINES FOR COMPLETING THE NSB PREFERENCE CALCULATION REQUEST FORM

The Department of Water Resources strongly encourages Non-Small Bidders to take advantage of the opportunity offered for a preference calculation by partnering with a California Certified Small Business. However, the choice to do so is solely that of the Non-Small Bidder.

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

### **RESOURCES**

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

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

3. Select and contact the appropriate certified Small Business firm, or firms, to discuss partnering opportunity.
4. Contact the DWR Small Business Advocate for additional assistance with locating certified small businesses if you need assistance. The advocate can be reached at (916) 651-9705.

### **COMPLETING THE FORM**

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

- ✓ Section I, Part A - Complete the Non-Small Bidder business information.
- ✓ Section I, Part B – Identify the agreed services to be performed by the certified small business.
- ✓ Section I, Part C – Identify the small business participation percentage. You must include the participation percentage information. If no participation percentage is indicated, the preference calculation will not be applied when DWR evaluates the bids.
- ✓ \* Print and sign with the authorized signature where indicated in Part C.
- ✓ Section II, Part A – Identify the response needed date.
- ✓ Fax the form to the Small Business contractor to be completed and signed.

Review the form for completeness. Be sure it includes all the required information. Include the Non-Small Bidder Preference Calculation Request Form and the DGS Small Business Certification letter with your bid response to DWR.

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

## 11. DISABLED VETERAN BUSINESS ENTERPRISE

For the purposes of this solicitation the DVBE Participation program is waived and firms responding to this solicitation are not required to comply with DVBE program requirements.

## 12. Disabled Veteran Business Enterprise (DVBE) Incentive For IFB

The DVBE Incentive (California Code of Regulations) provides opportunity for a responsive and responsible bidder to receive additional incentive calculations. The incentive is applied at the time of bid evaluation when a bidding firm selects a California-certified DVBE subcontractor to provide services or commodities in support of the overall contract effort. Application of the DVBE Incentive *may* place the bidding firm in line for contract award. The following are key points of the DVBE Incentive Program.

- a. The DVBE Incentive is applied during the evaluation process and is *only* applied to responsive bids from responsible bidders proposing the percentage(s) of DVBE participation for the incentive(s) specified in the solicitation.
- b. DVBE Incentive participation is *optional* and at the discretion of the bidding firm.
- c. When requesting the Incentive, bidding firms must complete the attached DVBE Incentive Application Request. The form must be included with the bid submittal.
- d. Application of the Incentive cannot displace the low bid of a certified-small business with that of a non-small business.
- e. The Incentive is applied by reducing the bid price of the next qualified low bidder by the amount of incentive as computed from the lowest responsive and responsible bid price. Computation is for evaluation purposes only. (CCR 1896.100 (b))
- f. Services or commodities provided by the DVBE firm **MUST** meet the regulations and definition of a "Commercially Useful Function" as defined under Government Codes: 14837; 14838.6; 14839; 14842; 14842.5 and Military and Veterans Code 999 and 999.6. A DVBE firm that does not meet CUF regulations will render the Bidding firm ineligible for the DVBE Incentive application.

## 13. DVBE Incentive Option vs. DVBE Program Requirements

Department may formally exempt a solicitation from California DVBE Program requirements overall and still include the DVBE Incentive. Bidders should review the bid document closely to determine if the California DVBE Program requirement is included in the solicitation language.

California DVBE Program requirements, when included, are not optional and must be met. If a bidding firm does not undertake DVBE program activities as specified in the solicitation and make efforts to document those activities through 1) the selection of a DVBE firm, or 2) through satisfaction of the Five Steps of the Good Faith Effort, the firm will be deemed non-responsive to bid requirements and their bid will be rejected.

## 14. Use of DVBE Incentive Amount vs. DVBE Incentive Scale

The Department has the option to select how the DVBE Incentive will be applied and will choose either the Incentive Amount or the Incentive Scale. See Paragraph 16, DVBE Program Incentive as Applied to select how the DVBE Incentive is to be applied to **IFB 10024970**.

### a. Incentive Amount

The Department may identify a minimum one (1) percent up to a maximum of five (5) percent DVBE Incentive based on our need to meet overall DVBE participation goals. When a specific



Incentive amount for a particular solicitation is identified (i.e. 1, 2, or 3 percent etc), firms meeting the DVBE participation percent specified may have the Incentive amount applied to their bid response if they are in line for award and they do not displace a certified small business low bidder.

b. Incentive Scale

When the DVBE Incentive scale is used, the Department will identify an Incentive percentage between one (1) percent and up to, but not exceeding five (5) percent. Use of the Incentive Scale gives bidders an opportunity to elect the level of DVBE participation based on their business needs.

The amount of the final DVBE Incentive applied is determined by the level of DVBE participation level selected.



**Confirmed DVBE Participation:**

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

**15. DVBE Program Incentive as Applied to IFB**

For the purposes of this solicitation, the Department of Water Resources elects to use:

- N/A** A specified amount of Incentive to be applied. The amount of DVBE Incentive to be applied to this solicitation will be: **N/A**
- X** Incentive Scale: The Department is applying use of the DVBE Incentive Scale to this solicitation effort.

**Incentive Cap**

An awarding department's highest ranking executive officer, or his/her/ designee may elect to place a cap of not less than \$100,000 on the incentive and/or a cap of not less than \$100,000 for all combined incentives and preferences. (CCR 1896.99.120)

- X** For the purpose of **IFB 10024970**, there is no incentive cap placed on this solicitation.
- N/A** For the purpose of **IFB 10024970**, the cap placed on this solicitation for all combined incentives and preferences is **\$5%**

**Example DVBE Incentive Scale Applied:**

Bidder	A	B	C
Responsive/Responsible	Yes	Yes	Yes
Net Bid Price	\$100,000	\$102,000	\$103,000
Eligible Preference	No	No	No
DVBE Participation	None	3%	100%
Rank	1	2	3
Incentive Amount	\$0.00	\$3,000	\$5,000
Adjusted Bid Amount	\$0.00	\$99,000	\$98,000
New Rank	3	2	1

Please Note: It is possible for a Small Business that is not low bidder to be awarded a solicitation after the application of both the Small Business calculation preference and the DVBE Incentive calculation.

**DVBE INCENTIVE APPLICATION REQUEST**

Under the DVBE Incentive Regulations, CCR 1896.99.100, I request the application of the DVBE Program Incentive to my bid response for IFB 10024970 to determine if my firm may be in line for bid award.

- a. I understand that the DVBE Incentive application will not be applied when the lowest responsive, responsible bid is from a California certified Small Business and that firm has been determined to have met bid requirements and is the awarded firm.
- b. I understand the DVBE firm(s) selected must provide a "Commercially Useful Function" as required under MVC Section 999.9 of the (SB/NVSA and DVBE) and GC section 14842 (SB/MB).
- c. I understand I will be required to report my firm's DVBE activities quarterly to the program contract manager and the DWR SB/DVBE Advocate using the DWR Form 9553 until the DVBE participation incentive level my firm has identified has been met.
- d. I understand that subsequent amendments to the contract may require continued use of the identified DVBE firm if that contract amendment adds additional funding for continued services.
- e. As the Bidding firm, I identify the following percentage of DVBE participation for this solicitation: \_\_\_\_ percent.

**SECTION A - BIDDING/PROPOSING FIRM INFORMATION**

Firm Name					
Firm Representative		Title			
Firm Address					
	City:		State:	ZIP	
Firm Telephone			Firm Fax		
Firm Email Contact:					

**SECTION B - PROPOSED DVBE FIRM(S)**

DVBE Firm Name					
Firm Representative		Title			
Firm Address					
	City:		State	ZIP	
Firm Telephone			Firm Fax		
Firm Email Contact:					
DVBE Certification	DGS OSDS No.		Date of Expiration		

**Instructions to Bidder:**

1. Complete Section A information;
2. Fax this form to DVBE firm to complete Section B.
3. Instruct the DVBE firm to include a copy of their DGS Office of Small and DVBE (OSDS) Services Certification when the form is returned
4. The Incentive Application Request must be included with your bid/proposal to be considered for the DVBE Incentive application

**BID CHECKLIST**

Please submit the items checked below in your bid package unless otherwise specified. This checklist also should be returned with your bid package **PLEASE READ THE GENERAL TERMS AND CONDITIONS BEFORE SIGNING AND SUBMITTING A BID PACKAGE.** The bid will not be considered responsive unless the following documents are returned with the bid unless noted otherwise:

- ☒ Bid/Bidder Certification Sheet
- ☒ Contractor Certification Clauses, CCC 307 (Submit if not currently on file, or if already on file please submit a copy of previously signed document. Agreement will not be executed until CCC's are on file with DWR)
- ☒ Attachment I – Bid Sheet **(Include all Pages)**
- ☒ Payee Data Record (STD 204) (Do not submit until awarded the contract)
- ☒ Attachment III – Darfur Contracting Act of 2008

Effective January 1, 2009, all Invitations for Bids (IFB) or Requests for Proposals (RFP) for goods or services **must** address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code sections 10475, 10476, et seq.; 10477(a)(b) and 10478(a).; Stats. 2008, Ch. 272). **Bids will be disqualified unless Attachment III, Darfur Contracting Act has been completed and submitted with bid.**

**State Mandated Preference Programs**

Contractor must submit applicable forms if preference for one or more of these programs is requested:

- ☒ Small Business Certification (applicable to certified small businesses, or non-small businesses requesting Small Business preference calculation for purposes of bid evaluation)
- ☒ Non-Small Business Preference Calculation Request Form (applicable to businesses requesting the Non-Small Business Preference Calculation)

**BID/BIDDER CERTIFICATION SHEET****High Voltage Proof Testing — BID NO. 10024970**

**This bid must be signed and returned along with all the required documents**, as indicated on the Bid Checklist, as an entire package in duplicate with original signatures. The bid must be transmitted in a sealed envelope in accordance with all bid instructions.

**DO NOT RETURN "BID REQUIREMENTS" AND "PROPOSED AGREEMENT."**

A. **Our all-inclusive bid is submitted as follows:** (See Bid Sheet)

B. All Attachments follow behind this cover letter. (See Bid Checklist)

C. Your signature affixed hereon and dated certifies that you have complied with all the requirements of this bid document. Your signature authorizes the verification of this certification.

**>>> AN UNSIGNED BID MAY BE CAUSE FOR REJECTION <<<**

1. Company Name		2. Telephone Number (   )	2a. Fax Number (   )
3. Address			
<b>Indicate your organization type:</b>			
4. <input type="checkbox"/> Sole Proprietorship		5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
<b>Indicate the applicable employee and/or corporation number:</b>			
7. Federal ID No. (FEIN)		8. California Corporation No.	
<b>Indicate applicable license and/or certification information:</b>			
9. Contractors' State License Board Number	10. PUC License Number CAL-T-	11. Required Licenses/Certifications	
12. Bidder's Name (Print)		13. Title	
14. <b>Signature</b>		15. <b>Date</b>	
16. Are you certified with the Department of General Services, Office of Small Business and DVBE Services (OSDS) as:			
a. Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____		b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____	
<b>NOTE:</b> A copy of your Certification is required to be included if either of the above items is checked "YES."			
Date application was submitted to OSDS, if an application is pending: _____			

**(SEE NEXT PAGE FOR EXPLANATIONS ON BID/BIDDER CERTIFICATION SHEET)**

## EXPLANATION OF ITEMS ON “BID/BIDDER” CERTIFICATION SHEET

A. This bid shall be completed and submitted in accordance with the bid requirements.

B. The bidder is responsible for reading, understanding and completing any or all of the attachments that follow behind the “Bid.”

C. Your signature on this document certifies that you complied with all the bid requirements.

(1), (2), (2a), and (3) Must be completed and are self-explanatory.

(4) A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.

(5) A partnership is a voluntary agreement between two or more competent persons, as co-owners, to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them.

(6) A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his/her successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.

(7) To be used for company identification and verification of tax compliance.

(8) To be used for checking if corporation is in good standing with the State of California.

(9) To be used for verification of Contractor’s license for Public Works Agreements.

(10) To be used for verification of Public Utilities Commission (PUC) license for Public Works Agreements.

(11) Complete, if applicable, by indicating the type of license and/or certification for services described.

(12), (13), (14), and (15) Must be completed and are self-explanatory.

(16) If certified as a Small Business Enterprise, check the "Yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, check the "Yes" box and enter your certification number. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSDS.

## **ATTACHMENT I** **BID SHEET**

Please submit pricing for the items listed below for dielectric testing as described in Exhibit A, Scope of Work. The rates listed below shall include all costs associated with the testing of the items listed below, including all applicable taxes.

<b><u>Item Description</u></b>	<b><u>Unit Price</u></b>	<b><u>Annual Cost</u></b>
Rubber Insulating Gloves, 5-20KV	\$_____pr X 600 pair =	\$_____
Rubber Insulating Gloves, 30-40KV	\$_____pr X 100 pair =	\$_____
Rubber Insulating Sleeves, 5-20KV	\$_____pr X 10 pair =	\$_____
Rubber Insulating Sleeves, 30-40KV	\$_____pr X 10 pair =	\$_____
Rubber Insulating Blankets, 36"	\$_____ea X 20 each =	\$_____
Hot Sticks (priced per foot)	\$_____ft X 200 feet =	\$_____
<b>Grand Total</b>		<b>\$_____</b>

The estimated quantities indicated above 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 above by the bidder shall be binding for the term of the Agreement.

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

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Printed Name	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date

IFB No. 10024970

### Attachment III – Darfur Contracting Act

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a “scrutinized” company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please complete only one of the following three paragraphs (via initials for Paragraph 1 or Paragraph 2, or via initials and certification for Paragraph 3):

1. \_\_\_\_\_ We do not currently have, or we have not had within the previous  
Initials three years, business activities or other operations outside of the United States.

OR

2. \_\_\_\_\_ We are a scrutinized company as defined in Public Contract Code  
Initials section 10476, but we have received **written permission** from the Department of General Services (DGS) 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.**

OR

3. \_\_\_\_\_ We currently have, or we have had within the previous three years,  
Initials business activities or other operations outside of the United States,  
+ certification but we certify below that we are not a scrutinized company  
below as defined in Public Contract Code section 10476.

#### **CERTIFICATION For # 3.**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

Proposer/Bidder Firm Name (Printed)		Federal ID Number
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed	Executed in the County and State of	

**Your bid will be disqualified unless your bid includes this form with either Paragraph 1 or 2 initialed or Paragraph 3 initialed and certified.**

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

AGREEMENT NUMBER
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

CONTRACTOR'S NAME

2. The term of this Agreement is: through

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

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

Exhibit A – Scope of Work XX pages

Exhibit B – Budget Detail and Payment Provisions XX pages

Exhibit C\* – General Terms and Conditions

Exhibit D – Special Terms and Conditions for Department of Water Resources XX pages

Exhibit E – Additional Provisions XX pages

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

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

**CONTRACTOR**

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

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**STATE OF CALIFORNIA**

AGENCY NAME

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**California Department of General  
Services Use Only**

☐ Exempt per:



## **EXHIBIT A**

### **SCOPE OF WORK**

1. Contractor agrees to provide to Department of Water Resources (DWR), **High Voltage Proof Testing** as described herein.

The services shall be performed at:

#### **Contractor's Facility**

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

#### **Department of Water Resources**

Name: Bruce Jackson  
Phone: 661-944-8501  
Fax: 661-944-3327  
Location: Southern Field Division

#### **Contractor**

Name:  
Phone:  
Fax:

Name: Elmer Gray  
Phone: 661-858-5571  
Fax: 661-858-5501  
Location: San Joaquin Field Division

Name: April Petok  
Phone: 209-827-5333  
Fax: 209-827-0846  
Location: San Luis Field Division

Name: Jim Hartline  
Phone: 209-833-2058  
Fax: 209-835-5783  
Location: Delta Field Division

Name: Joe Strain  
Phone: 530-534-2507  
Fax: 530-534-2302  
Location: Oroville Field Division

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

3. Contractor shall provide all tools, equipment, supplies, and labor to clean, examine, and dielectrically proof test Department of Water Resources (DWR) owned rubber insulating gloves and blankets in accordance with the California Code of Regulations Title 8, Section 2940.6 on an as needed basis, as follows:
  - A. Solvent cleaned with an environmentally acceptable solvent.
  - B. Detergent washed with an environmentally acceptable detergent.
  - C. Dielectric testing shall be done in accordance with applicable ASTM Standards.
  - D. Drying shall be done in a controlled commercial dryer with circulating warm air.
  - E. Visual inspection shall be done of rubber goods inside and out for age cracking, imperfections in the rubber, tears, chemical attack and corona cutting.
  - F. Rubber goods shall be date stamped in ink and packaged in labeled boxes in accordance with applicable ASTM Standards.
  - G. Rejected gloves shall be so marked and returned to the DWR Field Division of shipping origin.
  - H. Test reports of results shall be furnished for all tested material.
4. Contractor shall provide all tools, equipment, supplies, and labor to clean, examine, wax, and dielectrically proof test Department of Water Resources (DWR) owned hotsticks on an as needed basis, as follows:
  - A. Solvent cleaned with an environmentally acceptable solvent.
  - B. Detergent washed with an environmentally acceptable detergent.
  - C. Dielectric testing shall be done in accordance with applicable ASTM Standards.
  - D. Re-waxing of hot stick.
  - E. Test reports of results shall be furnished for all tested material.
5. Contractor shall make every effort to satisfy a thirty (30) day turnaround on items sent for testing.
6. DWR will provide shipping of test articles to contractor.
7. Contractor shall return all tested items to the DWR Field Division of shipping origin, shipped via prepaid ground service of a reputable parcel service provider. Return shipping costs shall be added to the invoice as a separate line item with no additional markup.

8. The return shipping addresses are as follows:

Department of Water Resources  
Southern Field Division  
34534 116<sup>th</sup> Street East  
Pearblossom, CA 93553

Department of Water Resources  
San Joaquin Field Division  
4201 Sabodan Street  
Bakersfield, CA 93313

Department of Water Resources  
San Luis Field Division  
31770 Gonzaga Road  
Gustine, CA 95322-9737

Department of Water Resources  
Delta Field Division  
5280 Bruns Road  
Byron, CA 94514-1917

Department of Water Resources  
Oroville Field Division  
460 Glen Drive  
Oroville, CA 95966-9235

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

- I. INVOICING AND PAYMENT: Contractor shall submit three (3) copies of the invoice to the State only after receiving **Verbal** notice of satisfactory completion or acceptance of work by the DWR Contract Manager. **The State will not accept an invoice for work that has not been approved and will return the invoice as a disputed invoice to the Contractor.**

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

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

**See Scope of Work for Details**

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

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

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

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

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

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

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

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

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

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

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

Program Contract Coordinator  
**Ben Nixon**  
**661-858-5678**

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

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

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

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

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Exhibit D  
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7. RENEWAL OF CCC: Contractor shall renew the Contractor Certification Clauses or successor documents every three (3) years or as changes occur, whichever occurs sooner.
8. REPORT OF RECYCLED CONTENT CERTIFICATION: In accordance with Public Contract Code Sections 12200, 12205, 12209, and 12156(e), the contractor must complete and return the form DWR 9557, Recycled Content Certification, for each required product to the Department at the conclusion of services specified in this contract. Form DWR 9557 is attached to this Exhibit and made part of this contract by this reference.
9. TERMINATION CLAUSE: The State may terminate this contract without cause upon 30 days advance written notice. The Contractor shall be reimbursed for all reasonable expenses incurred up to the date of termination.
10. COMPUTER SOFTWARE: For contracts in which software usage is an essential element of performance under this Agreement, the Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
11. PRIORITY HIRING CONSIDERATIONS: For contracts, other than consulting services contracts, in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the contract to qualified recipients of aid under Welfare and Institutions Code Section 11200. (Public Contract Code Section 10353).
12. EQUIPMENT RENTAL AGREEMENTS: This provision shall apply to equipment rental agreements. The State shall not be responsible for loss or damage to the rented equipment arising from causes beyond the control of the State. The State's responsibility for repairs and liability for damage or loss to such equipment is restricted to that made necessary or resulting from the negligent act or omission of the State or its officers, employees, or agents.
13. CONFLICT OF INTEREST:
  - a. Current and Former State Employees: Contractor should be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.
    - (1) Current State Employees: (PCC §10410)
      - (a) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
      - (b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
    - (2) Former State Employees: (PCC §10411)
      - (a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

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

b. Penalty for Violation:

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

c. Members of Boards and Commissions:

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

d. Representational Conflicts of Interest:

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

e. Financial Interest in Contracts:

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

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

f. Prohibition for Consulting Services Contracts:

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



IFB No.10024970

State of California

DEPARTMENT OF WATER RESOURCES

California Natural Resources Agency

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**RECYCLED CONTENT CERTIFICATION FORM**

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

DEPARTMENT OF WATER RESOURCES  
Recycling Coordinator  
Purchasing Services Office  
1416 Ninth Street, Room 354, Sacramento, CA 95814  
(916) 654-0533 FAX: (916) 653-6543

COMPANY: \_\_\_\_\_

PERSON COMPLETING FORM: \_\_\_\_\_

DATE: \_\_\_\_\_

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

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

**Public Contract Code Sections 10233 and 12205(a) (1) (2) (3) (b) (1) (2) (3).**

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

NAME OF PERSON COMPLETING FORM	TITLE	AGENCY/COMPANY
--------------------------------	-------	----------------



SIGNATURE OF PERSON COMPLETING FORM

DATE

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

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

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

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

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

Description Product Categories	Minimum Content Requirement
Paper Products – Recycled	30 percent postconsumer fiber, by fiber weight
Printing and Writing – Recycled	30 percent postconsumer fiber, by fiber weight
Compost, Co-compost, and Mulch – Recycled	80 percent recovered materials i.e., material that would otherwise be normally disposed of in a landfill
Glass – Recycled	10 percent postconsumer, by weight
Re-refined Lubricating Oil – Recycled	70 percent re-refined base oil
Plastic – Recycled	10 percent postconsumer, by weight
Printer or duplication cartridges	<ol style="list-style-type: none"> <li>a. Have 10 percent postconsumer material, or</li> <li>b. Are purchased as remanufactured, or</li> <li>c. Are backed by a vendor-offered program that will take back the printer cartridges after their useful life and ensure that the cartridges are recycled and comply with the definition of recycled as set forth in Section 12156 of the Public Contract Code.</li> </ol>
Paint – Recycled	50 percent postconsumer paint (exceptions when 50 percent postconsumer content is not available or is restricted by a local air quality management district, then 10 percent postconsumer content may be substituted)
Antifreeze – Recycled	70 percent postconsumer material
Retreated Tires – Recycled	Use existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400).
Tire – Derived – Recycled	50 percent post consumer tires
Metals – Recycled	10 percent postconsumer, by weight

IFB No.10024970

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

1. PERMITS AND LICENSES: Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work.

## Question and Answers for Bid #10024970 - High Voltage Proof Testing

### OVERALL BID QUESTIONS

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

Question Deadline: May 26, 2009 3:00:00 PM PDT