

Solicitation 10048153

Audiometric, Pulmonary Function and Respiratory Fit Testing

State of California

Bid 10048153

Audiometric, Pulmonary Function and Respiratory Fit Testing

Bid Number 10048153
Bid Title Audiometric, Pulmonary Function and Respiratory Fit Testing

Bid Start Date Apr 12, 2010 9:57:10 AM PDT
Bid End Date Apr 23, 2010 3:00:00 PM PDT
Question & Answer End Date May 3, 2010 3:00:00 PM PDT

Bid Contact RAYLENE BARTON
RAYBART@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 shall provide all labor, transportation, training, material, equipment, instruments, supplies and incidentals, necessary to perform annual Audiometric, Pulmonary Function and Respiratory Fit Testing for the DWR employees located within the State Water Project (SWP) facilities according to the specifications listed in Exhibit A, Scope of Work. In addition, Contractor must furnish their own mobile unit to perform such testings.

DEPARTMENT OF WATER RESOURCES**INVITATION FOR BID****Notice to Prospective Bidders**

April 7, 2010

You are invited to review and respond to this Invitation for Bid (IFB) number 10048153, entitled Audiometric, Pulmonary Function, and Respiratory Fit Testing Services, for the California State Water Project. The State will have the option to extend the contract term under the same terms and conditions for one (1) additional one-year term. In submitting your bid, you must comply with these instructions.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses 307 (CCC) that may be viewed and downloaded at the Department of General Services website:

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

If you do not have Internet access, a hard copy can be provided by contacting the person listed below. The CCC 307 package contains clauses and conditions that may apply to your Agreement and to anyone doing business with the State of California. The Certification will be kept on file in a central location and must be renewed every three years or updated as changes occur.

Inquiries regarding the processing of this bid should be referred to Raylene Barton at (209) 827-5115. Please note that no verbal information given will be binding upon the State unless such information is issued in writing as an official addendum to this solicitation.

Sincerely,

Jim Thomas, Chief
San Luis Field Division

Attachment(s)

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NOTICE OF STATE PROGRAM PARTICIPATION REQUIREMENTS

Disabled Veterans Business Enterprise (DVBE) Information

The Department has determined that Bidders responding to this solicitation must comply with DVBE Participation Program requirements. Instructions for completing DVBE program requirements are found under Exhibit F, DWR Form 9526. Please review the instructions carefully. ***Failure to fulfill the DVBE requirement will render your bid non-responsive and shall be cause for bid rejection.***

This solicitation contains DVBE Incentive language found in DWR 9526, Exhibit F. The DVBE Incentive offers bidders an incentive calculation when they include DVBE subcontractors in their bid efforts. Application of the Incentive may place the bidder in line for bid award. Minimum incentive applied will be three (3) percent, not to exceed five (5) percent.

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 for the small business calculation preference for this solicitation, bidder application for small business must be received by the Department of General Services Office of Small and DVBE Business Services (OSDS) by the bid due date by close of business. Bidders seeking small business certification status must also notify the Department in writing at the time of bid submission that they have an application for Small Business certification for review and approval at the DGS-OSDS.

Contact the DGS Office of Small Business and DVBE Services (OSDS) at internet website, 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 halll@water.ca.gov.

A. Purpose and Description of Services

Contractor shall provide all labor, mobile units(s), fuel and transportation, materials and/or supplies, equipment, instruments, and other costs incidental to the work in performance of audiometric, pulmonary function, and respiratory fit testing for the State Water Project facilities according to the specifications listed in Exhibit A, Scope of Work.

B. Bidder Minimum Qualifications

Test procedures, conditions and equipment shall meet all applicable legal and professional standards. Technicians performing test shall be properly trained and certified.

C. Bid Requirements and Information**1. BID KEY ACTION DATES**

All bidders must adhere to the following time schedule.

IFB available to prospective bidders on	April 9, 2010
Technical questions must be submitted by	May 3, 2010
Answers to technical questions will be disseminated by	May 7, 2010
Bids must be received by	May 24, 2010 at 3:00 p.m.
Bid opening to be held on	May 25, 2010 at 8:00 a.m.
Anticipated start date of agreement is	July 1, 2010

2. LOCATION WHERE WORK WILL BE PERFORMED:

Various locations within the State Water Project.
See Exhibit A, Scope of Work for locations.

3. QUESTIONS AND ANSWERS

Technical questions must be submitted in writing and received by DWR on or before 3:00 p.m. on May 3, 2010. Questions must be submitted via mail at the address indicated in the Submission of Bid section or emailed to raybart@water.ca.gov. DWR will provide answers in writing to all potential bidders by 3:00 p.m. on May 7, 2010.

4. SUBMISSION OF BID

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

Department of Water Resources
San Luis Field Division
Attn: Raylene Barton - Business Service Office
31770 Gonzaga Road
Gustine, California 95322

- b. All bids must include original signatures on the following documents: Bid/Bidder Certification Sheet, Contractor Certification Clauses, and any other documents specified in this IFB.

Bids not including the documents identified in the Bid Checklist shall be deemed non-

responsive and will be rejected.

- c. All bids are to be sent to DWR within the time frame indicated in the Time Schedule. Bids received after the due date and time will be returned unopened to the prospective bidder.
- d. All bids must be submitted under sealed cover. The sealed cover must be plainly marked with the IFB title and number, must show your firm's name and address, and must be marked with "DO NOT OPEN."
- e. Bids not submitted under sealed cover will be rejected. A minimum of two original signed bids must be submitted. Both bids must be submitted in the same envelope.
- f. Bids must be submitted for the entire service described within the Scope of Work. Deviations from the specifications will not be considered and will be cause for rejection of the bid.
- g. 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.
- h. 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.
- i. 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.
- j. This IFB must be signed by an individual who is authorized to bind the bidding firm contractually. The signature must indicate the title or position that the individual holds in the firm. An unsigned bid will be rejected.
- k. 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.
- l. A bidder may withdraw their bid by submitting a written request to the State for its withdrawal, signed by the bidder or an agent authorized in accordance with Paragraph 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 prospective bidder.
- m. 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.
- n. If all bids are too high, DWR is not required to award an Agreement.
- o. Bids are public upon bid opening.
- p. Bidders are cautioned not to rely on the State during the evaluation to discover and report all defects and errors in the bid documents. Bidders should carefully proof read documents for errors and adherence to the IFB requirements prior to bid submittal.
- q. Where applicable, the bidder should carefully examine the worksite and specifications. Bidder shall investigate the conditions, character, quality of surface, subsurface materials, or obstacles to be encountered. No additions to the Agreement amount will be made because of failure to thoroughly examine the worksite and specifications.

5. EVALUATION AND SELECTION PROCESS

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

6. AWARD AND PROTEST

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

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

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

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

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

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

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

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

Department of General Services
Office of Legal Services
Attention: Protest Coordinator
707 Third Street, 7th Floor
West Sacramento, California 95605
OR
Fax: (916) 376-5088

AND

Department of Water Resources
Raylene Barton
31770 Gonzaga Road
Gustine, California 95322
OR
Fax: (209) 827-5159

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

7. DISPOSITION OF BIDS

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 are subject to review by the public. Bids may be returned at the request and expense of the bidder.

D. Standard Conditions of Service

1. Service(s) shall not commence until the Agreement is fully executed and all approvals have been obtained.
2. Should the Contractor fail to commence work at the agreed upon time, DWR, upon five 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.
3. 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.
4. No oral understanding or agreement shall be binding on either party.

E. Payee Data Record

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

F. Small Business Program

1. The Small Business Procurement and Contract Act (Gov. Code Section 14835 et. seq.) requires that a fair share of the State's purchases and contracts for goods, information technology services and construction be placed with a certified small business or micro-business. The Act mandates that state agencies:
 - a. Establish participation goals,
 - b. Provide a 5% small business calculation preference, and
 - c. Provide the opportunity for bidders to receive a 5% non-small business calculation preference when achieving 25% small business participation through subcontracted efforts.

2. SMALL BUSINESS PREFERENCE

The Small Business preference 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.

3. NON-SMALL BUSINESS PREFERENCE

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

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

4. COMPUTING NON-SMALL BUSINESS PREFERENCE

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

Bidder A, Low Bid, not a certified small business:	\$125,000
Bidder B, non-small business (subcontracting 25% to a certified small business)	\$131,000

Calculation Preference: $\$125,000 \times .05 = \$6,250$

Bidder B	\$131,000
Subtract calculated preference	- <u>\$6,250</u>
Adjusted Bid for Bidder B	\$124,750

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

5. TIES BETWEEN CERTIFIED SMALL BUSINESSES AND DVBE BUSINESSES

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

6. MAXIMUM ALLOWABLE PREFERENCES

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

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

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

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

- 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 order to obtain the appearance of small business participation.

8. PENDING SMALL BUSINESS CERTIFICATION

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

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

Non-Small Business Preference Request Form

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

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

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

SECTION I – NON-SMALL BUSINESS INFORMATION

Bidder Instructions

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

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

Part B – Services/Commodities to Be 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 certification with your response.

Company Name:		FEIN#	
Street Address:			
City	State		Zip Code
Telephone Number:		Fax #:	
OSDS Certification No.:		Certification Expiration Date:	____/____/____

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

Authorized Certified SB Name (Printed)

Authorized Certified SB Contractor Signature

Instructions for Completing and Submitting the Non-Small Business Preference Request Form

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

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

RESOURCES

1. Determine the type of service or services to be subcontracted.
2. If you do not already know of a contractor, or contractors, contact the DGS Office of Small Business and DVBE Services (OSDS) website to conduct a search of certified firms. A listing of the State's certified small business firms may be found at:
<http://www.pd.dgs.ca.gov/smbus/default.htm>
3. Select and contact the certified Small Business firm, or firms you've identified to discuss partnering opportunities.
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 Request Form must be completed and signed by both parties.

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

BID CHECKLIST

Please review the following checklist for a list of documents that must be returned with your bid package. Please read the State of California's General Terms and Conditions before signing and submitting your bid package. Unless otherwise noted, all documents are due at the time of bid submittal. Failure to include the required documents will be cause for bid rejection.

DOCUMENTS REQUIRED WITH SUBMISSION OF BID

- ☐ Attachment I - Bid Sheet (must be signed and include two (2) pages)
- ☐ Attachment II – Bid/Bidder Certification Sheet
- ☐ Attachment III – Bidder References
- ☐ Attachment IV – Darfur Contracting Act of 2008

Note: Bids will be disqualified unless Attachment III, Darfur Contracting Act has been completed and submitted with bid submission. Effective January 1, 2009, all Invitations for Bid (IFB) or Requests for Proposal (RFP) for goods or services must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code (PCC) 10475, 10476, et seq.; 10477 (a)(b) and 10478 (a) Statutes 2008, Ch. 272)
- ☐ Contractor Certification Clauses, CCC 307 (CCC Must be submitted if not currently on file. If on file, please submit a copy of the previously signed document.)
- ☐ * Copy of Contractor's License or Certification to perform audiometric, pulmonary and fit testing

SMALL BUSINESS PROGRAM

- ☐ Current Small Business Certification from Office of Small Business and DVBE Services(OSDS)
- ☐ Non-Small Business Calculation Preference Request Form
- ☐ Current Small Business Certification for NSB proposed SB subcontractor

DVBE PARTICIPATION PROGRAM REQUIREMENTS

The following are mandatory. Failure to submit these documents will result in bid disqualification.

- ☐ DWR 9526, Attachment 1 Documentation of DVBE Program Requirements
- ☐ DWR 9526, Attachment 2 Bidder Certification of DVBE Participation
- ☐ DVBE Firm Certification DGS OSDS
- ☐ DVBE Advocate's Notification of Compliance (optional, but advised to ensure compliance)
- ☐ Std. 843, DVBE Declaration

DOCUMENTS REQUIRED UPON CONTRACTOR SELECTION/BID AWARD

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

Contractor Name _____

Department of Water Resources

BID SHEET, Page 1 of 2**ATTACHMENT I
BID SHEET****AUDIOMETRIC, PULMONARY FUNCTION, AND RESPIRATORY FIT TESTING**

The type of service indicated below will be used solely for computing the cost as a fair and equitable formula to determine the low bidder and is not binding on the contracting agency. However, the actual rate per employee quoted above by the bidder shall be binding for the term of the Agreement.

The bidder hereby agrees to provide all labor, mobile unit(s), fuel and transportation, materials and/or supplies, equipment, instruments, licenses, and permits necessary to perform all services required for the foregoing titled work in accordance with the Scope of Work. The rates listed on this Bid Sheet shall include every item of expense, direct and indirect, including taxes incidental to the specified rates.

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

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.

The Contractor's signature, in ink, affixed hereon and dated will constitute a certification under the penalty of perjury under the laws of the State of California that the Contractor's license number and expiration date are true and correct.

Company Name_____
Contractor's License Number_____
Contractor's License Expiration Date_____
Printed Name and Title of Bidder_____
Signature of Bidder_____
Date

Contractor Name _____

Department of Water Resources

BID SHEET, Page 2 of 2**AUDIOMETRIC, PULMONARY FUNCTION, AND RESPIRATORY FIT TESTING**

TYPE OF SERVICE	a. RATE PER EMPLOYEE FY 10/11*	b. RATE PER EMPLOYEE FY 11/12*	c. RATE PER EMPLOYEE FY 12/13*
<i>Oroville Field Division</i>			
Audiometric	\$	\$	\$
Pulmonary Function Test	\$	\$	\$
Respiratory Fit Test (Quantitative)	\$	\$	\$
<i>Delta Field Division</i>			
Audiometric	\$	\$	\$
Pulmonary Function Test	\$	\$	\$
Respiratory Fit Test (Quantitative)	\$	\$	\$
<i>San Luis Field Division</i>			
Audiometric	\$	\$	\$
Pulmonary Function Test	\$	\$	\$
Respiratory Fit Test (Quantitative)	\$	\$	\$
<i>San Joaquin Field Division</i>			
Audiometric	\$	\$	\$
Pulmonary Function Test	\$	\$	\$
Respiratory Fit Test (Quantitative)	\$	\$	\$
<i>Southern Field Division</i>			
Audiometric	\$	\$	\$
Pulmonary Function Test	\$	\$	\$
Respiratory Fit Test (Quantitative)	\$	\$	\$
Totals for each FY column (add down)	a.\$	b.\$	c.\$

*Fiscal Year (FY) begins July 1 and ends June 30 of the following year.

Flat Rate for Make-up Day	FY 10/11*	FY 11/12*	FY 12/13*
Oroville Field Division	\$ _____	\$ _____	\$ _____
Delta Field Division	\$ _____	\$ _____	\$ _____
San Luis Field Division	\$ _____	\$ _____	\$ _____
San Joaquin Field Division	\$ _____	\$ _____	\$ _____
Southern Field Division	\$ _____	\$ _____	\$ _____

TOTAL BID AMOUNT = \$ _____
 (Add totals for each column across a+b+c)
BASIS FOR AWARD

ATTACHMENT II BID/BIDDER CERTIFICATION SHEET

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

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

- A. Our all-inclusive bid is submitted as detailed in Attachment II, Bid Sheet.
- B. All required attachments are included with this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification. **An unsigned Bid/Bidder Certification Sheet may be cause for rejection.**

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Bidder's Name (Print)	11. Title	
12. Signature	13. Date	
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSDS) as:</p> <p>a. California Small Business Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____</p> </div> <div style="width: 45%;"> <p>b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____</p> </div> </div> <p>NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes". Date application was submitted to OSDS, if an application is pending:</p>		

Completion 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 applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10, 11, 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "Yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSDS.

ATTACHMENT III BIDDER REFERENCES

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

REFERENCE 1			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number ()	
Dates of Service			
Brief Description of Service Provided:			
REFERENCE 2			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number ()	
Dates of Service			
Brief Description of Service Provided:			
REFERENCE 3			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number ()	
Dates of Service			
Brief Description of Service Provided:			

Please provide an explanation for why no references are available:

ATTACHMENT IV DARFUR CONTRACTING ACT OF 2008

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 three years, business
Initials activities or other operations outside of the United States.

OR

2. _____ We are a scrutinized company as defined in Public Contract Code section 10476, but we have
Initials 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, business activities or other
Initials + operations outside of the United States but we certify below that we are not a scrutinized
Certification company as defined in Public Contract Code section 10476.
Below

CERTIFICATION FOR PARAGRAPH 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 Paragraph 3. This certification is made under the laws of the State of California.

<i>Proposer/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 and State of</i>	

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

460000####

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Department of Water Resources

CONTRACTOR'S NAME

TBD

- 2 The term of this Agreement is: TBD through TBD

3. The maximum amount of this Agreement is: TBD

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

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provisions

Attachment I – Bid Sheet

Exhibit C* – General Terms and Conditions

Exhibit D – Special Terms and Conditions (DWR Rev. 3/09)

Attachment II – Recycled Content Requirements (DWR Rev. 1/09)

Attachment E – Additional Provisions

1 page

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

Documents can be viewed at www.ols.dg.ca.gov in the English language.

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

CONTRACTOR

**California Department of
General Services Use Only**

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

TBD

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

Department of Water Resources

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**EXHIBIT A
SCOPE OF WORK**

1. Contractor agrees to provide to Department of Water Resources (DWR), Audiometric , Pulmonary Function, and Respiratory Fit Testing Services as described herein.

The services shall be performed at:

Various Counties within the State Water Project Facilities

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

Department of Water Resources	Contractor
Name: Raquelana Pina	Name:
Phone: (530) 534-2385	Phone:
Email: anapina@water.ca.gov	Email:
Location: Oroville Field Division	
460 Glen Drive	
Oroville, CA 95966-9235	
 Michael Parreira	
(209) 833-2056	
mparreir@water.ca.gov	
Delta Field Division	
5280 Bruns Road	
Byron, CA 94514-1917	
 Bill Collins	
(209) 827-5108	
bcollins@water.ca.gov	
San Luis Field Division	
31770 Gonzaga Road	
Gustine, CA 95322-9737	
 Allen Thompson	
(661) 858-5509	
allent@water.ca.gov	
San Joaquin Field Division	
4201 Sabodan Street	
Bakersfield, CA 93313	
 Ron Mountjoy	
(661) 944-8467	
ronm@water.ca.gov	
Southern Field Division	
34534 116th Street East	
Pearblossom, CA 93553	

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

3. Contractor shall provide all labor, transportation, training, material, equipment, instruments, supplies and incidentals, necessary to perform annual Audiometric, Pulmonary Function and Respiratory Fit Testing for the DWR employees located within

the State Water Project (SWP) facilities according to the specifications listed herein. In addition, Contractor must furnish their own mobile unit to perform such testings.

4. The following is a list of SWP facilities along with the counties in which there may be a need for the above named services:

Oroville Field Division- Butte and Plumas Counties

Delta Field Division- Alameda and/or Contra Costa

San Luis Field Division- Merced and Fresno Counties

San Joaquin Field Division- Kern County

Southern Field Division- Kern, Los Angeles, Riverside and San Bernardino Counties

Please see Attachment I, Number of Estimated Employees Per Location, for a detailed list of specific locations along with the estimated number of employees needing each test.

Services Required

5. Contractor shall provide an audiometric test to employees selected by DWR at the facilities listed in paragraph four (4). The criteria for the tests are as follows (See Attachment II for detailed specifications):
 - a. Contractor shall comply with all applicable sections of the General Industry Safety Orders (GISO) in Title 8 of the California Code of Regulations (CCR), Article 105 in regards to audiometric testing.
 - b. DWR shall provide prior audiograms to Contractor for employees who have previously been tested.
 - c. Audiometric testing shall include training in the following areas:
 - * The noise effects on hearing.
 - * The purpose of hearing protectors, their advantages, disadvantages and attenuation of various types, with instructions on the selection, fitting use, and care of these items.
 - * The purpose of audiometric testing, and an explanation of the test procedure.
 - d. DWR will ensure employees selected for audiograms are on time and that their tests are preceded by at least 14 hours without exposure to workplace noise. This may be met by wearing hearing protectors, which will reduce the employee's exposure to a sound level of 80 dB or below.
 - e. Audiometric tests will be performed at various locations throughout DWR.
 - f. Audiograms will be scheduled in a manner that utilizes the Contractor's time most efficiently. The Health and Safety Officer at the corresponding field division will ensure these schedules are arranged and maintained.
6. Contractor shall provide a pulmonary function test to employees selected by DWR at the facilities listed in paragraph four (4). The criteria for the test are as follows (See Attachment III for detailed specifications):
 - a. Contractor shall comply with all applicable sections of the General Industry Safety Orders (GISO) in Title 8 of the California Code of Regulations (CCR), Article 107, §5144.
 - b. Pulmonary function test shall include a medical evaluation.

- c. Contractor physician or licensed health care professional (PLHCP) shall determine and document for each DWR employee, his/her medical fitness for respirator use, including use with specific restrictions, recommendations, or no respirator use if deemed appropriate by the physician.
 - d. DWR will ensure employees selected for pulmonary tests are on time.
 - e. Pulmonary Function tests will be performed at various locations throughout DWR.
 - f. Pulmonary Function tests will be scheduled in a manner that utilizes the Contractor's time most efficiently. The Health and Safety Officer at the corresponding field division will ensure these schedules are arranged and maintained.
 - g. DWR will provide Contractor with a copy of written respirator protection program once contract is awarded.
7. Contractor shall provide Respiratory Fit tests on employees selected by DWR at the facilities listed in paragraph four (4). The criteria for the fit tests are as follows (See Attachment IV for detailed specifications):
- a. Fit test protocol will be conducted in accordance with standards established in the General Industry Safety Orders (GISO) in Title 8 of the California Code of Regulations (CCR), Article 107, § 5144, Appendix A.
 - b. Fit tests are to include a quantitative fit test and training. The training shall include the following:
 - * Why the respirator is necessary and how improper fit, usage, or maintenance can compromise the protective effect of the respirator.
 - * What the limitations and capabilities of the respirator are.
 - * How to use the respirator effectively in emergency situations, including situations in which the respirator malfunctions.
 - * How to inspect, put on and remove, use, and check the seals of the respirator.
 - * What the procedures are for proper maintenance, cleaning and storage of the respirator.
 - * How to recognize medical signs and symptoms that may limit or prevent the effective use of respirators.
 - * Cartridge types.
 - c. A complete Respirator Issuance and Training form (fit testing certificate and respiratory equipment user certificate) is required for payment to be approved.
 - d. Contractor shall provide a telephone number appropriate for DWR employees to call with questions and/or concerns.
 - e. Fit tests will be scheduled in a manner that utilizes the Contractor's time most efficiently. The Health and Safety Officer at the corresponding field division will ensure these schedules are arranged and maintained.
8. Contractor personnel shall establish a location on site for all testing at the Department's facilities between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday, excluding State observed holidays. Contractor must provide their own mobile unit or comparable facility to accommodate services.
9. Testing will be scheduled over a 12 month period and shall be done on the dates and times mutually agreed upon by DWR and the Contractor. DWR will provide awarded Contractor with verbal notification of 30 days prior to test dates. Contractor shall arrive at designated facility, fully prepared to begin service on the date(s) and times established.

10. Upon completion of testing session(s), Contractor shall notify Health and Safety Officer at the corresponding location to verify requested services have been completed.
11. In the event the Contractor is unable to perform commissioned services for any reason, the Contractor shall immediately notify the Health and Safety Officer at the corresponding Field Division. Specific instructions will then be provided to the Contractor.
12. In the event that DWR employees missed a testing session, it will be necessary for the Contractor to provide a make-up test session. The testing session(s) will be scheduled on a date mutually agreeable to both Contractor and DWR. For the make-up test only DWR will pay a flat rate per day in lieu of the flat rate per employee. Costs for the make-up test(s) shall be as indicated in Attachment I, Bid Sheet of this proposal. These costs shall be clearly identified on the invoice.

General Conditions

13. Contractor shall comply with the highest standards of all Federal, State, and local agency requirements in performing all required services requested under this contract.
14. DWR shall be under no obligation to require specified services listed herein. The bid sheet is DWR's estimate of what is needed and is used solely as a comparison of bids. DWR does not express or implicate that all of the specified services will be required during the term of this contract nor does it agree that the services will be needed for the entire period.

Qualifications

15. Contractor's workforce shall be comprised of experienced and qualified personnel who are knowledgeable and skilled in the services requested herein. Below are the required qualifications for each specific service. Contractor must provide DWR with verification of the required experience for each staff member that will provide services under this agreement. Staff members that do not meet the requirements listed below will not be permitted to perform services under this agreement.
 - A. Audiometric tests shall be performed by a licensed or certified audiologist, otolaryngologist, physician, or a certified audiometric technician. Tests can be performed by a technician who is certified by the Council of Accreditation in Occupational Hearing Conservation, or who has satisfactorily demonstrated competence in administering audiometric examinations, obtaining valid audiograms, and properly using, maintaining, and calibrating audiometers. A technician who performs audiometric tests must be responsible to an audiologist, otolaryngologist, or physician.
 - B. Pulmonary Function Tests shall be performed by a technician who has the basic knowledge required to produce meaningful results. Training shall consist of approximately 16 hours of formal instructions. Persons who successfully complete the course will be certified in compliance with NIOSH or its designee.

The course design must include at least 16 hours of instruction with the following components:

- a. At least four (4) hours of formal lectures and/or audio visual material.
- b. At least eight (8) hours of small group practical instruction.

- c. At least two (2) hours per student devoted to evaluation and testing of the student's spirometry testing skills. Evaluation consists of a written and a practical examination.

The course content should include:

- d. Basic physiology of the forced vital capacity maneuver and the determinants of airflow limitation with emphasis on the relation to repeatability of results.
- e. Instrumentation requirements including calibration check procedures and sources of error and their correction.
- f. Performance of testing including subject coaching, recognition of improperly performed maneuvers, and corrective actions.
- g. Data quality with emphasis on repeatability.
- h. Actual use of the equipment under supervised conditions.
- i. Measurement of tracings and calculation of results.

Information may be presented during a course that is not required by the Cotton Dust Standard. However, this must be in addition to the minimum 16 hours of instruction required by the Standard. Though all NIOSH-approved courses must have the minimal required content in common, the courses vary somewhat in the additional topics that are covered, and some courses are more than 16 hours in length.

- C. Respiratory Fit Tests shall be performed by a licensed or certified service technician with a minimum of five (5) years experience in conducting Quantitative Fit tests and is able to provide documentation that a minimum of 50 Fit tests have been completed. In addition, two (2) references must be provided.

Equipment

- 16. DWR will provide Contractor electrical service for on-site testing.
- 17. Contractor shall provide mobile testing unit(s) capable of testing four (4) to six (6) employees every fifteen (15) minutes for audiometric testing and one (1) employee every 15 minutes for pulmonary function testing and respirator fit testing.
- 18. Contractor will be responsible for providing the quantitative fit test equipment and any other equipment necessary to successfully perform the tests.
- 19. DWR employees will be responsible for bringing their assigned respirators to the test session. Respirators assigned include all negative or positive pressure tight-fitting face piece. The employee will be fit tested utilizing their own respirator provided. DWR employees may need to be fit tested for multiple masks.
- 20. Contractor shall provide all other tools and support equipment needed to perform the services as requested herein.

Reporting/Certifications/Results

- 21. All correspondence including but not limited to: written test results, records, certifications and reports shall be provided to the Health and Safety Officer at the corresponding field division.
- 22. Written test results shall be provided to the Health & Safety Officer at the corresponding field division within ten (10) business days.

General Provisions

23. If the Contractor requires DWR employees to complete any documents (i.e. questionnaires, patient information, etc.) prior to testing, the Contractor shall provide any and all documents two (2) weeks (14 business days) prior to service date. All documents must be sent to the Health and Safety Officer of the corresponding field division.

State Observed Holidays

24. Current State observed holidays are New Years Day, Martin Luther King, Jr. Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, and Christmas Day. These dates may change without notice; however; a list of holidays will be given upon request at the beginning of each new calendar year.

ATTACHMENT I**NUMBER OF ESTIMATED EMPLOYEES PER LOCATION***

LOCATION	ESTIMATED # OF EMPLOYEES NEEDING AUDIOMETRICS TESTS	ESTIMATED # OF EMPLOYEES NEEDING PULMONARY TESTS	ESTIMATED # OF EMPLOYEES NEEDING RESPIRATOR FIT TESTS**
<i>Oroville Field Division</i>	105	95	95
Oroville Field Division O&M Center 460 Glen Drive Oroville, California 95966	105	95	95
<i>Delta Field Division</i>	135	80	80
Delta Field Division O&M Center 5280 Bruns Road Byron, California 94514-1917	135	80	80
<i>San Luis Field Division</i>	155	100	100
San Luis Field Division O&M Center 31770 Gonzaga Road Gustine, California 95322	110	55	55
Dos Amigos Pumping Plant 25001 Pole Line Road Los Banos, California 93635	25	25	25
Coalinga O&M Sub-Center 24001 South Fresno-Coalinga Road Coalinga, California 93210	20	20	20
<i>San Joaquin Field Division</i>	200	115	115
San Joaquin Field Division O&M Center 4201 Sabodan Street Bakersfield, California 93313	200	115	115
<i>Southern Field Division</i>	200	120	120
Southern Field Division O&M Center 34534 116 th Street East Pearblossom, California 93553	125	45	45
OSO Pumping Plant 300 th Street West, off Hwy 138 Eight miles East of Gorman	25	25	25
William E. Warne Power Plant (North end of Pyramid Lake via 1-5 and Smokey Bear Road)	20	20	20
Devil Canyon Power Plant 6900 Devil Canyon Road San Bernardino, California 92407	30	30	30

*May increase or decrease during contract term

**Employees may have multiple masks i.e. half, full-face, self-contained breathing apparatus (SCBA) and/or power assist purifying respirator (PAPR).

ATTACHMENT II

AUDIOMETRIC TESTING SPECIFICATIONS

EVALUATION OF AUDIOGRAM

1. Contractor shall be furnished baseline audiograms, in hardcopy form, for employees who may have been tested previously under another program for comparing the annual audiograms. Contractor shall compare each employee's most recent annual audiogram to each employee's baseline audiogram to determine if the audiogram is valid and whether a significant threshold shift of 10 dB or more has occurred. Upon completion of testing, Contractor shall provide a hardcopy report to the Division of all employees tested, to include baseline to current test, noting significant threshold shifts.
2. Contractor shall have audiograms reviewed by an audiologist, otolaryngologist, or physician where the audiogram's validity was in question or where there might be a medical problem or other problem(s) that would indicate a need for further evaluation.

AUDIOMETRIC TEST REQUIREMENTS

3. Audiometric tests shall be pure tone, air conduction, hearing threshold examinations, with test frequencies including as a minimum 500, 1000, 2000, 3000, 4000 and 6000 Hz. Tests at each frequency shall be taken separately for each ear.
4. Audiometric tests shall be conducted with equipment that meets the specifications of, and is maintained and used in accordance with ANSI S3.6-1969.
5. Pulse-tone and self-recording audiometers, if used, shall meet the requirements specified in Appendix B: Audiometric Measuring Instruments, of Title 8, California Administrative Code, General Industry Safety Orders, Article 105.
6. Audiometric examinations shall be administered in a room meeting the requirements listed in Appendix C: Audiometric Test Rooms, of Title 8, California Administrative Code, General Industry Safety Orders, Article 105.

AUDIOMETER CALIBRATION

7. The functional operation of the audiometer shall be checked prior to each day's use by testing a person with known, stable hearing thresholds and by listening to the audiometer's output to ensure the output is free from distorted or unwanted sounds. Deviations of 10 dB or greater shall require an acoustic calibration.
8. Audiometer calibration shall be tested acoustically at least annually in accordance with Appendix D: Acoustic Calibration of Audiometers, Title 8, California Administrative Code, General Industry Safety Orders, Article 105. Test frequencies below 500 Hz and above 6000 Hz may be omitted from this check. Deviations of 15 dB or greater necessitate an exhaustive calibration.
9. An exhaustive calibration shall be performed at least every two years in accordance with Sections 4.1.2, 4.1.3, 4.1.4, 4.4.2, 4.4.3, and 4.5 of ANSI S3.6-1969.

AUDIOGRAM RECORDS

10. Contractor shall provide DWR with all employee audiograms obtained. The individual records shall include:
- a. Name, job classification, and date of birth.
 - b. Date of audiogram.
 - c. The examiner's name.
 - d. Date of the last acoustic or exhaustive calibration of the audiometer.
 - e. Results of the most recent audiogram as compared to baseline test noting significant threshold shifts.
 - f. Final recommendations.
 - g. Measurements of the background sound pressure levels in audiometric test rooms.

ATTACHMENT III**PULMONARY FUNCTION TESTING SPECIFICATIONS****PULMONARY APPARATUS**

1. The instrument shall be accurate to within ± 50 milliliters or within ± 3 percent of reading, whichever is greater.
2. The instrument shall be capable of measuring vital capacity from 0 to 7 liters BTPS.
3. The instrument shall have a low inertia and offer low resistance to airflow such that the resistance to airflow at 12 liters per second must be less than 1.5 cm H₂O/ (liter/sec).
4. The zero time point for the purpose of timing the FEV₁ shall be determined by extrapolating the steepest portion of the volume time curve back to the maximal inspiration volume (1, 2, 3, 4) or by an equivalent method.
5. Instruments incorporating measurements of airflow to determine volume shall in accordance with paragraph (1) of this section when presented with flow rates from at least 0 to 12 liters per second.
6. The instrument or user of the instrument must have means of correcting volumes to body temperature saturated with water vapor (BTPS) under conditions of varying ambient spirometer temperatures and barometric pressures.
7. The instrument used shall provide a tracing or display of either flow versus volume or volume versus time during the entire forced expiration. A tracing or display is necessary to determine whether the patient has performed the test properly. The tracing must be stored and available for recall and must be of sufficient size that hand measurements may be made within the requirements of paragraph (1) of this section. If a paper record is made it must have a paper speed of at least 2 cm/sec and a volume sensitivity of at least 10.0 mm of chart per liter of volume.
8. The instrument shall be capable of accumulating for a minimum of 10 seconds and shall not stop accumulating volume before (1) the volume change for a 0.5 second interval is less than 25 milliliters or (2) the flow is less than 50 milliliters per second for a 0.5 second interval.
9. The forced vital capacity (FVC) and forced expiratory volume in 1 second (FEV₁) measurements shall comply with the accuracy requirements stated in paragraph (1) of this section. That is, they should be accurately measured to ± 50 ml or within ± 3 percent of reading, whichever is greater.
10. The instrument must be capable of being calibrated in the field with respect of the FEV₁ and FVC. This calibration of the FEV₁ and FVC may be done directly or indirectly through volume and time base measurements. The volume calibration source should provide a volume displacement of at least 3 liters and should be accurate to within ± 30 milliliters.

TECHNIQUE FOR MEASUREMENT OF FORCED VITAL CAPACITY MANEUVER

11. Use of a nose clip is recommended but not required. The procedures shall be explained in simple terms to the patient who shall be instructed to loosen any tight clothing and stand in front of the apparatus. The subject may sit, but care should be taken on repeat testing that the same position be used and, if possible, the same spirometer. Particular attention shall be given to ensure that the chin is slightly elevated with the neck slightly extended. The patient shall be instructed to make a full inspiration from a normal breathing pattern and then blow into the apparatus, without interruption, as hard, fast, and completely as possible. At least three forced expirations shall be carried out. During the maneuvers, the patient shall be observed for compliance with instructions. The expirations shall be checked visually for reproducibility from flow-volume-time tracings or displays. The following efforts shall be deemed unacceptable when the patient:
 - a. Has not reached full inspiration preceding the forced expiration.
 - b. Has not used maximal effort during the entire forced expiration.
 - c. Has not continued the expiration for at least 3 seconds or until an obvious plateau in the volume time curve has occurred.
 - d. Has coughed or closed glottis.
 - e. Has an obstructed mouthpiece or leak around the mouthpiece (obstruction due to tongue being placed in front of mouthpiece, false teeth falling in front of mouthpiece).
 - f. Has an unsatisfactory start of expiration, one characterized by excessive hesitation (or false start), and therefore not allowing back extrapolation F time O's (extrapolated volume on the volume time tracing must be less than 10 percent of the FVC).
 - g. Has an excessive variability among the three acceptable curves. The variation between the two largest FVC's and FEV1's of the three satisfactory tracings should not exceed 10 percent or +/- 100 milliliters, whichever is greater.
12. Periodic and routine recalibration of the instrument or method for recording FVC and FEV1 should be performed using a syringe or other volume source of at least 3 liters. Recalibration of the instrument should be conducted at least on a weekly basis.

INTERPRETATION OF SPIROGRAM

13. The first step in evaluating a spirogram should be to determine whether or not the patient has performed the test properly as described in number 11 above. From the three satisfactory tracings, the forced vital capacity (FVC) and forced expiratory volume in 1 second (FEV1) shall be measured and recorded. The largest observed FVC and largest observed FEV1 shall be used in the analysis regardless of the curve(s) on which they occur.
14. The following guidelines are recommended by the National Institute of Occupational Safety and Health (NIOSH) for evaluation and management of workers exposed to cotton dust. It is important to note that employees who show reductions in FEV1/FVC ratio below .75 percent drops in Monday FEV1, of 5 percent or greater on their initial screening exam, should be re-evaluated within a month of the first exam. Those who show consistent decrease in lung function should be managed as recommended. The guidelines for respirator wearing for FVC must be greater than 80 percent and FEV1 must be greater than 70 percent.

PULMONARY FUNCTION TESTING

15. The key to reliable Pulmonary Function Testing is the technician's way of guiding the employee through a series of respiratory maneuvers. The most important quality of pulmonary function technicians is the motivation to do the very best test on every employee. The technician must be able to judge the degree of effort and cooperation of the subject. The testing may be performed by a non-physician, but the physician shall make the final judgment as to whether the person needs to be followed, retested or seen by another physician.
16. NOISH recommends using the prediction formulas developed by Knudson. The standard specifies that the predicted FEV1 and FVC for Blacks and Asians should be multiplied by .85 to adjust for ethnic difference in lung volumes.

ATTACHMENT IV**RESPIRATOR FIT TESTING SPECIFICATIONS****MEDICAL EVALUATION**

1. Contractor shall perform a medical evaluation for respiratory equipment users for employees selected by DWR. Based on a physical examination, a licensed physician or other licensed health care professional (PLHCP) may request a spirometry test to be performed, and shall determine what health and physical conditions are pertinent. A licensed physician or PLHCP shall determine if employee is not physically able to perform work while using the required respiratory equipment.
2. Contractor shall provide final written recommendation to DWR to assign tasks to physically able personnel to perform work while using the required respiratory equipment. Final written determinations shall be sent in a sealed envelope marked **CONFIDENTIAL**, and addressed to Health and Safety Officer, at the corresponding field division as listed in paragraph 2, Scope of Work.
3. A DWR representative will provide the examiner with meaningful work-related information for each DWR employee to be examined.
4. The physical examination shall conform to the following:
 - a. A licensed physician or PLHCP shall perform medical evaluations using a medical questionnaire or an initial medical examination that obtains the same information as the medical questionnaire.
 - b. The medical evaluation shall obtain the information requested by the CCR §5144 questionnaire in Sections 1 and 2, Part A of Appendix C.
 - c. The PLHCP shall inform the employer when a follow-up medical examination is needed for an employee, when a positive response is given to any question among Questions 1 through 8 in Section 2, Part A of Appendix C, or whose initial medical examination demonstrates the need for a follow-up medical examination.
 - d. The follow-up medical examination shall include any medical tests, consultations, or diagnostic procedures that the PLHCP deems necessary to make a final determination.
 - e. The medical questionnaire and examinations shall be administered in a confidential manner that ensures the employee understands its content.
 - f. The employee shall have an opportunity to discuss the questionnaire and examination results with the PLHCP.
 - g. The questionnaire shall **not** be returned to the employer, but shall be kept on file with the Contractor.

MEDICAL EVALUATION AND CLEARANCE

5. Contractor shall provide a two-sided Medical Evaluation and Respiratory Equipment User Certificate form for each DWR employee using respiratory equipment. The Medical Evaluation side will be completed by each employee with supplemental information for the PLHCP. A completed Respiratory Equipment User Certificate shall provide:

- a. Any limitations on respirator use related to the medical condition of the employee, or relating to the workplace conditions in which the respirator will be used and shall include whether or not the employee is medically able to use the respirator.
- b. The need, if any, for follow-up medical evaluations.
- c. A statement that the PLHCP has provided the employee with a copy of the PLHCP's written recommendation.

EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS

A. INVOICING AND PAYMENT

Contractor shall submit two 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 one copy of each invoice to the corresponding Field Division as listed below:

Cathy Shannon - OFD
460 Glen Drive
Oroville, California 95965

Ben Nixon - SJFD
4201 Sabodan Street
Bakersfield, California 93313

Elaine Morgan - DFD
5280 Bruns Road
Byron, California 94514

Joanne Koopman - SFD
PO Box 1187
Pearblossom, California 93553

Raylene Barton – SLFD
31770 Gonzaga Road
Gustine, California 95322

Submit simultaneously one additional copy of each invoice 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.

B. BUDGET CONTINGENCY CLAUSE

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

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

C. PROMPT PAYMENT CLAUSE

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

EXHIBIT C
GENERAL TERMS AND CONDITIONS

This is a placeholder page.

Under the State of California's standardized contract process, a hardcopy of Exhibit C is not included in the standard agreement package or in this solicitation document. As indicated on the Std. 213, a copy of Exhibit C can be found at the internet site:

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

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

Raylene Barton
(209) 827-5115

State of California
Agency

DEPARTMENT OF WATER RESOURCES

The California Natural Resources

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

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

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

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

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

position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

b. Penalty for Violation:

- (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).

State of California

DEPARTMENT OF WATER RESOURCES

The California Natural Resources Agency

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 post-consumer 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 post-consumer material in the products, materials, good or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or manufacturer or vendor internet website.

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

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

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

DATE

DWR 9557 (Rev. 1/09)

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/

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"> a. Have 10 percent postconsumer material, or b. Are purchased as remanufactured, or c. Are backed by a vendor-offered program that will take back the printer cartridges after their useful life and ensure that the cartridges are recycled and comply with the definition of recycled as set forth in Section 12156 of the Public Contract Code.
Paint – Recycled	50 percent postconsumer paint (exceptions when 50 percent postconsumer content is not available or is restricted by a local air quality management district, then 10 percent postconsumer content may be substituted)
Antifreeze – Recycled	70 percent postconsumer material
Retreated Tires – Recycled	Use existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400).
Tire – Derived – Recycled	50 percent post consumer tires
Metals – Recycled	10 percent postconsumer, by weight

EXHIBIT E ADDITIONAL PROVISIONS

1. COPYRIGHT

All rights in copyright works created by the Contractor in the performance of work under this agreement are the property of the State.

2. CERTIFICATE OF INSURANCE

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

- a. Automobile Liability – Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.
- b. Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required.
- c. 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 contract was executed or before the beginning of contract work.

The certificate of insurance must include the following provisions:

- i. The insurer will not cancel the insured's coverage without 30 days' prior written notice to the State.
- ii. The State of California, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed for the State of California under this contract.
- iii. Agreement number 10048153.

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

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

in effect at all times as herein provided, in addition to any other remedies it may have, State may terminate this Agreement upon the occurrence of such event.

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

Insurance certificates must have an original signature.

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

3. PERMITS AND LICENSES

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

4. OPTION TO RENEW

The Department reserves the right to renew this Agreement for one (1) additional one-year term under the same terms and conditions.

5. CONTRACT AMENDMENTS – DVBE PROGRAM REQUIREMENTS

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

6. CONTRACT AUDITS RELATED TO DVBE PROGRAM REQUIREMENTS

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

7. DVBE SUBCONTRACTOR ACTIVITY REPORTS

The Contractor is required to furnish the Department with reports at 90-day intervals identifying DVBE subcontractor(s) activities performed or commodities used, and the total paid to the subcontractor during the performance of the contract term. A final activity report will be due prior to the contract expiration date. If multiple DVBE contractors are providing services or commodities, the Contractor will furnish individual reports for each separate DVBE subcontractor(s) used.

The first report will be due 90-days from the date of contract approval. At the request of

the Department, the Contractor will submit copies of the DVBE contractor's paid invoices issued for that 90-day reporting period or final report.

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

Final reports must be received by the Department no less than 14 days prior to the contract expiration date.

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

Mail Reports to:

Department of Water Resources
DVBE Advocate
1416, Ninth Street, Room 315
P.O. Box 942836
Sacramento, California, 95814
Fax Number: (916) 653-6576

Department of Water Resources
San Luis Field Division
Raylene Barton
31770 Gonzaga Road
Gustine, California 95322
Fax Number: 209-827-5159

8. CONTRACTOR CERTIFICATION OF PAYMENT TO DVBE SUBCONTRACTOR(S)

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

Contractor Certification must be made using the Department's "DVBE Subcontractor Payment Certification", Exhibit E Attachment II.

9. SUBSTITUTION OF A DVBE SUBCONTRACTOR

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

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

10. PROTECTION OF CONFIDENTIAL AND SENSITIVE INFORMATION:

This shall apply to all Contractors whose terms with the Department require or permit access to Confidential or Sensitive Information in conducting business with the Department or performing duties under a contract with the Department. The Contractor shall impose all the requirements of this provision on all of its officers, employees, and affiliates with access to Confidential and/or Sensitive Information in accordance with Exhibit E, Attachment III. Also a Nondisclosure Certificate, Exhibit E, Attachment IV must be signed by all personnel with access to Confidential and Sensitive Information and submitted to the Department prior to being allowed such access

DVBE ACTIVITY REPORT FORM

Contract No.: _____ Bid Number: _____

Exhibit: _____ Attachment: _____

REQUIRED FORMAT

Prime Contractor:		DVBE Sub-Contractor:	
Contact Name:		Contact Name:	
Telephone Number:		Telephone Number:	
DWR Contract Number:	460000_____	DVBE OSDC No.:	
Report Date:		Percent Subcontracted:	_____
Contract Amount:		Commitment Goal:	

DVBE Invoice or Order Number	Date Service or Commodity Provided	Service or Commodity Provided	Invoice Amount	Date Paid
		TOTAL		

<i>Are you reporting 90-Day Activity?</i>	Yes	No
--	------------	-----------

Are you making a Final Report? **Yes** **No**

Reporting Period: _____ to _____

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

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

Authorized Signature: _____

Title: _____

Instructions for Completing the DVBE Activity Report

Contractor:

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

Completing the DVBE Activity Report Form

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

Fax to both: DWR DVBE Advocate at (916) 653-6476
Contract Project Manager (see Exhibit E program contact information)

EXHIBIT E, ATTACHMENT ____

CERTIFICATION OF DVBE SUBCONTRACTOR PAYMENT

As Contractor of record for the Department of Water Resources Contract 460000_____, I certify, in accordance with MVC § 999.5, that all payments have been made to the DVBE firm or firms listed below for commodities or services rendered as the DVBE subcontractor(s) of record pursuant to the terms and conditions of the above Contract. I understand certification must be made to the Department of Water Resources within 60 days of receiving final payment under this Agreement. I further understand and acknowledge that falsification of this Certification may result in the imposition of civil or criminal penalties for not less than \$2,500 or more than \$25,000 for each violation. *Please copy this form to include as many DVBE firms as necessary. Authorized signatures and information are required on each separately submitted form.*

CONTRACTOR INFORMATION

NAME OF CONTRACTOR COMPANY					
Representative's Name					
Representative's Title					
Representative's Phone	()	Fax	()		
FIRM ADDRESS	Street				
	City	State	Zip Code		
DWR CONTRACT NUMBER	460000-				
Total Received Under this Contract	\$	Final Payment Received	/	/	

DVBE SUBCONTRACTOR INFORMATION

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

PRINTED NAME	_____	SIGNATURE	_____
TITLE	_____	DATE	____ / ____ / ____

Apr 12, 2010 10:21:08 AM PDT

Protection of Confidential and Sensitive Information

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

Contractors shall also apply appropriate security patches and upgrades and keep virus software up-to-date on all systems on which Confidential or Sensitive Information may be used.

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

NON-DISCLOSURE CERTIFICATE

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

Signed: _____

Typed Name and Title: _____

Representing (give name of Contractor/Affiliate): _____

Date: _____

State of California

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EXHIBIT _____

CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM REQUIREMENTS (FOR NON-IT SERVICES/GOODS)

BIDDER IS ADVISED TO READ THE REQUIREMENTS AND INSTRUCTIONS CAREFULLY BEFORE BEGINNING

AUTHORITY: The Disabled Veteran Business Enterprise Goal Program is established in Public Contract Code (PCC) Section 10115 et seq., Military and Veterans Code (MVC) 999 et seq. and California Code of Regulations (CCR) Title 2, Section 1896.6 et seq. **IMPORTANT NOTE: RECENT LEGISLATION MODIFIED PROGRAM REQUIREMENTS IN THAT A BIDDER MAY NO LONGER DEMONSTRATE COMPLIANCE WITH PROGRAM REQUIREMENTS BY PERFORMING A "GOOD FAITH EFFORT".**

Unless specified otherwise in this solicitation the minimum DVBE participation percentage goal is three (3) percent. A DVBE Incentive will be given to bidders who provide DVBE participation unless stated elsewhere in the solicitation the Incentive has been waived.

INTRODUCTION

The Bidder must comply with DVBE Program requirements to be viewed as responsive to this solicitation's DVBE requirements. Failure to submit a complete response may result in a non-responsive determination, in which case, the firm will have their bid rejected and will be ineligible for award. The bidder must complete the identified forms contained within this solicitation to satisfy the program requirements. Bids or proposals (hereafter referred to as "bids") that fail to identify an option and submit all the required forms will be deemed non-responsive and will have their bid rejected.

Information submitted by the intended awardee to comply with this solicitation's DVBE program requirements will be verified by the Department. If, during the verification process, evidence of an alleged violation is found, the State shall initiate an investigation in accordance with the requirements of PCC 10115 et seq., and MVC 999 et seq. and follow investigatory procedures 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 firms certified by the State of California, Office of Small Business and DVBE Services (OSDS), (hereafter referred to as DVBE) may be used to satisfy the DVBE program requirement.

PROGRAM DEFINITIONS

COMMERCIALLY USEFUL FUNCTION (California Code of Regulations, Title 2, Section 1896.61 (I))

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

- 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, subcontractors, or supplier's role is limited to that of an extra participant in order to obtain the appearance of disabled veteran business participation.

DISABLED VETERAN

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

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EXHIBIT _____

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)

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

- Sole proprietorship owned by a disabled veteran; or a firm or partnership, 51 percent of the stock or partnership interests of which are owned by one or more disabled veterans
- Managed by and with the daily business operations controlled by one or more disabled veterans
- Sole proprietorship, corporation or partnership with its home office located in the United States which is not a branch or subsidiary of a foreign corporation, firm or other business

DVBE INCENTIVE

An incentive offered to firms utilizing DVBE firms in their contract efforts. The incentive is equal to the participation level identified and may not exceed 5 percent. For contracts that include a minimum participation level of three percent, lowest level of incentive shall be three percent. For contracts exempt from DVBE, but include the option of DVBE participation, the incentive shall begin at 1 percent and shall not be higher than 5 percent. Application of the incentive may result in the award of a contract to a bidder using DVBE subcontractors.

DVBE PROGRAM COMPLIANCE OPTIONS

Bidders responding to this solicitation must complete and fully document compliance with the following:

COMMITMENT TO FULL DVBE PARTICIPATION

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

COMMITMENT

Bidder commits to meet or exceed the minimum DVBE participation requirement of 3 percent, or as specified otherwise, in the solicitation. Bidder uses Option 1 – Bidder is a Certified DVBE, or Option 2 Non-DVBE Bidder. Failure to complete and submit the required forms as instructed will render the bid non-responsive and ineligible for award.

OPTION 1 – BIDDER IS CERTIFIED DVBE

1. Bidder commits to performing at least 3% of the contract amount (unless specified otherwise) with the prime bidder's firm or in combination with other DVBE firms.
2. Bidder must document DVBE participation using the DWR 9526, Attachment 2
3. Bidder shall submit proof of its commitment by submitting written confirmation and acceptance from the identified DVBE subcontractor using forms contained within DWR 9526, Attachment 2.
4. Provide evidence of DVBE certification – obtained through the Office of Small Business and DVBE Services (OSDS)

OPTION 2 – NON-DVBE BIDDER

1. Commit to using a certified DVBE firm for at least 3% (unless specified otherwise) of the bid amount
2. Bidder must document DVBE participation using the DWR 9526, Attachment 2
3. Bidder shall submit proof of its commitment by submitting written confirmation and acceptance from the identified DVBE subcontractor using forms contained within DWR 9526, Attachment 2.
4. Provide evidence of DVBE certification – obtained through the Office of Small Business and DVBE Services (OSDS)

DWR EXHIBIT E ADDITIONAL PROVISIONS - DVBE LANGUAGE

DWR Exhibit E "Additional Provisions" contains additional clauses related to the DVBE program and is relevant to the bidder because language contained in Exhibit E defines contract and Contractor obligations related to the DVBE program that are included in the final contract. Bidder is advised to carefully review Exhibit E, Additional Provisions, to understand relevant obligations pertaining to the DVBE program:

Contract Amendments – DVBE Program Requirements

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

Contract Audits

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

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DVBE Quarterly Reports

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

DVBE INCENTIVE

In accordance with Section 999.5(a) of Military and Veterans Code an incentive will be given to bidders who provide DVBE participation unless stated elsewhere in the solicitation that the DVBE Incentive has been waived. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation identified on DWR Form 9526, California DVBE Program Requirements Attachment 1, Bidder Certification DVBE Participation, page 6 and confirmed by the State. The incentive amount for awards based on low price will vary in conjunction with the proposed DVBE participation. Unless a table that replaces the following has been expressly established elsewhere within the solicitation, the following percentages will apply for awards based on low price:

Confirmed DVBE Participation	DVBE Incentive
3.0 up to 3.99%	3%
4.0 up to 4.99%	4%
5% or Higher	5%

As applicable:

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

BUSINESS UTILIZATION PLAN (BUP)

DVBE BUPs are a company's commitment to expend a minimum of 3% of its total statewide contract dollars with DVBEs. This percentage is based on all of its contracts held **in** California, not just those with the State.

DVBE PROGRAM COMPLIANCE NOTIFICATION

Upon request, the department's Advocate will provide a pre-review of DVBE documentation for bidders to ensure they are DVBE program compliant. Bidders must submit their documents at least five (5) days prior to final bid submission. Upon verification of program compliance, the Advocate will issue a Notification of Compliance confirming the bidder has satisfied DVBE program requirements related to this solicitation. Bidders are advised to seek a pre-review of their documentation. Documents for review may be faxed or emailed to (916) 653-6476 or emailed to: halli@water.ca.gov

SUGGESTIONS FOR LOCATING DVBE FIRMS**Contact the Awarding Department**

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

Other State and Federal Agencies and Local Organizations

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

To begin your search:

- Click on "SB/DVBE Search". "Search by Keywords" OR "United Nations Standard Products and Services Codes (UNSPC)" that apply to the elements you want to subcontract to a DVBE.

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- Check for Subcontractor ads that may be placed on the California State Contracts Register for this solicitation prior to the closing date. Access CSCR at: www.eprocure.dgs.ca.gov
- Contact OSDS at (916) 375-4940 for assistance, or email at: OSDSHelp@dgs.ca.gov

FEDERAL: Search the U.S. Small Business Administrations (SBA) Central Contractor Registration (CCR) on-line database at www.ccr.gov/ to identify potential DVBE firms and click on the: "Dynamic Small Business Search" button. Search options and information are provided on the CCR site and first time users are advised to "click" on the help button for detailed instructions.

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

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

ADDITIONAL RESOURCES AND INFORMATION

RESOURCE	FOR
U.S. Small Business Administration (SBA): https://www.bpn.gov/ccr/default.aspx Access the Central Contractor Registration on-line database. Available only through internet contact.	Service-Disabled-owned businesses in California. <i>Be sure to verify each DVBE's California Certification.</i>
Local Organizations: Go to www.pd.dgs.ca.gov/smbus and select: DVBE Local Contacts (New 02.09) (pdf)	List of potential DVBE subcontractors
DGS-PD EProcurement Website: www.eprocure.dgs.ca.gov Phone: (916) 375-2000 Email: eprocure@dgs.ca.gov	<ul style="list-style-type: none"> • SB/DVBE Search • CSCR Ads • Click "training tab" to access eProcurement Training Modules for Small Business (SB)/DVBE Search
DGS-PD Office of Small Business and DVBE Services (OSDS) 707 Third Street, Room 1-400, West Sacramento, CA 95605 Website: www.pd.dgs.ca.gov/smbus OSDS Receptionist, 8 am-5 pm: (916) 375-4940 PD Receptionist 8 am-5 pm: (800) 559-5529 Fax: (916) 375-4950 Email: osdchelp@dgs.ca.gov	<ul style="list-style-type: none"> • Directory of California-Certified DVBEs • Certification Applications • Certification Information • Certification Status, Concerns • General DVBE program information • DVBE Business Utilization Plan • Small Business/DVBE Advocates
Department of Water Resources Lorie Hall, Small Business DVBE Advocate 1416 9 th Street, Room 315 Sacramento, CA 95814 DWR SB/DVBE Website: http://www.water.ca.gov/sbe/index.cfm Email: halll@water.ca.gov Phone: (916) 651-9705 Fax: (916) 653-6476	Assistance locating DVBE firms related specifically to the advertised solicitation bidder is responding to.

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EXHIBIT _____

ATTACHMENT 1 DOCUMENTATION OF DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

BIDDER IS ADVISED TO READ INSTRUCTIONS CAREFULLY.

COMMERCIALLY USEFUL FUNCTION (California Code of Regulations, Title 2, Section 1896.61 (I))

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

- 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, subcontractors, or supplier's role is limited to that of an extra participant in order to obtain the appearance of disabled veteran business participation.

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

- ☐ **OPTION 1:** I am a certified DVBE firm bidding this solicitation as a prime firm and as such, my commitment is at least three percent.
- ☐ **OPTION 2:** I am not a certified bidder but I have committed to meeting DVBE participation of at least 3 or more percent.
- ☐ **OPTION 3:** I am submitting a copy of our firm's "Notice of Approved DVBE Business Utilization Plan" (BUP)
-

INSTRUCTIONS FOR DOCUMENTING DVBE PROGRAM REQUIREMENTS

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

ATTACHMENT 1 - DOCUMENTATION OF DVBE PROGRAM REQUIREMENTS

1. Be sure to make the proper determination that the selected DVBE firm meets California CUF requirements.
2. Under "DVBE OPTION DESIGNATION" select the option appropriate for your firm's commitment and complete Attachment 2, Bidder Certification of DVBE Participation.
 - a. For Option 1, complete Attachment 2, Sections 1 – 3 and include 9526, Attachments 1/ 2 and your DVBE certification with your bid response
 - b. For Option 2, see instructions below
 - c. If submitting a Business Utilization Plan, please contact the department's SB/DVBE Advocate at (916) 651-9705.

ATTACHMENT 2 - BIDDER CERTIFICATION OF DVBE PARTICIPATION

Bidders are required to complete DWR 9526 - ATTACHMENT 2 – BIDDER CERTIFICATION OF DVBE PARTICIPATION to document their commitment to a DVBE firm or firms. A separate form is required for each DVBE commitment. Failure to submit this form with your bid will result in a determination of noncompliance and your bid will be rejected.

- Section 1: Complete prime firm/bidder business information
- Section 2: Identify services or commodities to be provided by the DVBE subcontractor
- Section 3: Identify the commitment level your firm is making to the DVBE subcontractor; provide the printed and signed name of the legally authorized representative and sign/date the document.
- Section 4: Is to be completed by the DVBE firm. Fax the completed/signed document to the DVBE. Provide the DVBE firm with instructions to:
- Complete the form and to include all information
 - Sign and date the form
 - Return the form via email or fax to you
 - Include a current copy of their OSDS certification – available through OSDS eProcurement SB/DVBE Website

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS, STD. 843

Upon award of a contract the prime firm/bidder shall forward a copy of the DVBE Declaration, Std. 843 to the DVBE subcontractor(s) for completion and return to the bidder. Bidder must submit the completed document prior to execution of the final contract.

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ATTACHMENT 2

BIDDER CERTIFICATION OF DVBE PARTICIPATION

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

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

SECTION 1 – PRIME BIDDER BUSINESS INFORMATION

Firm Name:					
Firm Contact:					
Street Address					
City:		State:		Zip:	
Firm Phone No.		Fax:			
Email:				FEIN#:	

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

SECTION 3 - IDENTIFY YOUR FIRM'S DVBE COMMITMENT

- ☐ I have committed 3 percent to the DVBE Firm(s) listed below.
- ☐ I have committed greater than 3 percent. Percent committed: _____%
- ☐ I have committed the amount specified in the solicitation document. Percent committed: _____%

AUTHORIZED REPRESENTATIVE NAME	AUTHORIZED REPRESENTATIVE SIGNATURE	DATE

SECTION 4 - DVBE FIRM INFORMATION

Firm Name:					
Firm Contact:					
Street Address					
City:		State:		Zip:	
Firm Phone No.		Fax:			
Email:				DGS OSDS Certification #:	
AUTHORIZED DVBE REPRESENTATIVE NAME (Please Print)		AUTHORIZED DVBE REPRESENTATIVE SIGNATURE		DATE	

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 5/2006)

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

SECTION 1

Name of certified DVBE:

DVBE Ref. Number:

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

Solicitation/Contract Number:

SCPRS Ref. Number: _____

(FOR STATE USE ONLY)

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

I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.

Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). *(Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)*

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

(Printed Name of DV Owner/Manager)

(Signature of DV Owner/ Manager)

(Date Signed)

(Printed Name of DV Owner/Manager)

(Signature of DV Owner/Manager)

(Date Signed)

Firm/Principal for whom the DVBE is acting as a broker or agent:

(If more than one firm, list on extra sheets.)

(Print or Type Name)

Firm/Principal Phone:

Address:

SECTION 3**APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.**

Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.

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

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

(Printed Name)

(Signature)

(Date Signed)

(Address of Owner)

(Telephone)

(Tax Identification Number of Owner)

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

(Printed Name of DV Manager)

(Signature of DV Manager)

(Date Signed)

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Question and Answers for Bid #10048153 - Audiometric, Pulmonary Function and Respiratory Fit 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 3, 2010 3:00:00 PM PDT