



DELTA STEWARDSHIP COUNCIL
A California State Agency

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REQUEST FOR PROPOSAL - Secondary
Notice to Prospective Proposers

January 11, 2018

You are invited to review and respond to this Request for Proposal (RFP), entitled **RFP #7027, Monitoring Enterprise Review**. In submitting your qualifications, you must comply with the instructions.

Note that all agreements entered into with the State of California will include by reference the General Terms and Conditions ([GTC 04/2017](#)) and Contractor Certification Clauses ([CCC 04/2017](#)) which can be viewed and downloaded by clicking on the links above. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

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

Leslie Cary
Delta Stewardship Council
980 9th Street, Suite 1500
Sacramento, CA 95814
(916) 445-7640
Leslie.Cary@deltacouncil.ca.gov

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

Leslie Cary
Contracts Analyst

Pursuant to Water Code section 85213, the Delta Stewardship Council is authorized to contract by Request for Proposals.

Note: Proposer/Consultants/Contractors contacting the Delta Stewardship Council or Delta Independent Science Board directly seeking information about this RFP, other than as stated above, may jeopardize the integrity of the selection process and risk possible disqualification.

"Coequal goals" means the two goals of providing a more reliable water supply for California and protecting, restoring, and enhancing the Delta ecosystem. The coequal goals shall be achieved in a manner that protects and enhances the unique cultural, recreational, natural resource, and agricultural values of the Delta as an evolving place."

– CA Water Code §85054

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A. Purpose and Description of Services.

1. Purpose.

The Delta Reform Act of 2009 charged the Delta Stewardship Council (Council) to appoint a Delta Independent Science Board (Delta ISB) with oversight of the scientific research, monitoring, and assessment programs that support adaptive management in the Sacramento-San Joaquin Delta (the Delta). Due to the high number of individual programs to review and the limited time to accomplish them, the Delta ISB is meeting its review mandate by bundling known programs into thematic “bins” that tend to follow the current organization of the Delta Plan. To date, the Delta ISB has reviewed, or is in the process of reviewing the following programs:

- the use of research, monitoring, and assessment in ecosystem restoration,
- the use of research, monitoring, and assessment in water supply reliability,
- the use of research, monitoring, and assessment of Delta as a Place,
- levee research, monitoring, and assessment, and
- water quality research, monitoring, and assessment.

The ongoing and completed reviews by the Delta ISB highlight the importance of monitoring in the Delta. These reviews provide recommendations for maintaining or increasing the value of these monitoring efforts in terms of the specific themes covered. Therefore, the Delta ISB has decided to undertake a review of the overall monitoring enterprise in the Delta.

The monitoring enterprise in the Delta ranges across many disciplines in the natural and biological sciences, and extends into the social sciences as well. These programs, while expensive, are important to many regulatory and research activities in the Delta. The monitoring data, in some cases now collected over decades, have improved management and planning decisions. Of key interest to the Delta ISB (and consistent with the provisions of the Delta Reform Act of 2009), monitoring is also an essential part of adaptive management, a vital component of the Delta science enterprise.¹

2. Description of Services

The Review Process

The Delta ISB review will have two major components. *Component 1* is the subject of this Request for Proposals (RFP), which will result in a contract issued to gather and assess information about monitoring programs throughout the Delta, and how these programs are being used explicitly or implicitly in supporting adaptive management [Water Code Section 85280(a)(3)].

Component 2 will be an evaluation of the information obtained about the monitoring programs focusing on specific information described below. *Component 2* will be conducted by the Delta ISB as part of their mandate, as described above. Portions of the two components may run in parallel.

Expectation of Work

The Contractor is expected to compile and organize a comprehensive inventory of current, on-going, and planned Delta monitoring activities in support of adaptive management, and of the management and policy needs related to monitoring programs. The monitoring inventory shall include A) physical, chemical and biological components of the Delta, and B) social and economic drivers² of ecosystem function and processes (e.g., effects of land use and recreational fishing on water quality or aquatic communities).

The Delta is defined for this purpose as the 11 counties comprising the Bay-Delta region and the Central Valley of the upper Delta watershed. However, many economic and social factors often extend beyond

¹ Science Enterprise refers to the collection of science programs and activities that exist to serve managers and stakeholders in a regional system. The elements of an enterprise range from in-house programs within individual agencies or other organizations to large-scale collaborative science programs funded by governments. Included in this definition is academic research, recognizing that academic researchers often operate independently of management and stakeholder entities. Defined in The Science Enterprise Workshop: Supporting and Implementing Collaborative Science. Proceedings Report (2016).

² Social and economic drivers might include cultural, recreational, agricultural, economic, levee and water infrastructure, risk reduction and climate change related components.

the Delta. Therefore, the Contractor may consider drivers outside of the Delta if appropriate when developing a proposal.

There are many different approaches with compiling and organizing a comprehensive inventory of Delta monitoring activities, which should be described in the proposal. The end goal for *Component 1* is for the Contractor to produce a report with inventory results, and review and synthesis of the comprehensive monitoring inventory that sets the stage for *Component 2* by the Delta ISB.

The Contractor is expected to communicate progress and seek periodic input from selected members of the Delta ISB during the inventory process and as interim products are developed.

The Contractor may consider the following activities when gathering and assessing information about monitoring programs throughout the Delta to complete *Component 2*.

Activity 1: Prior Monitoring Reviews and Methods Used

The Contractor may consider performing a review of prior monitoring program reviews and methods included in these reviews. This includes, but is not limited to:

- Summary of Current Water Quality Monitoring Programs in the Delta. 2009. Aquatic Science Center. Prepared for the Central Valley Regional Water Quality Control Board and the State Resources Control Board. Retrieved at http://www.waterboards.ca.gov/centralvalley/water_issues/delta_water_quality/delta_regional_monitoring/studies_reports/dmp_wq_monitoring_progs_sum.pdf
- Independent Panel Review of the Delta Regional Monitoring Program (Delta RMP) Monitoring Design Phase I: Initial Review. 2016. A report to the Delta Science Program. Retrieved at <http://deltacouncil.ca.gov/docs/independent-panel-review-delta-regional-monitoring-program-delta-rmp-monitoring-design-phase-i>
- Interagency Ecological Program for the San Francisco Estuary (IEP) Reviews: <http://www.water.ca.gov/iep/activities/reviews.cfm>
- Healthy Waterways Initiative monitoring and communication program in SE Queensland, Australia: <http://hlw.org.au/report-card/monitoring-program>
- The Kissimmee River Restoration Project: <https://www.sfwmd.gov/documents-by-tag/kissdoc>
- Puget Sound Environmental Monitoring Program Review (2014): <https://sites.google.com/a/psemp.org/psemp/monitoring-inventories-gap-analyses>
- The Chesapeake Bay Monitoring Program: <http://www.chesapeakebay.net/about/programs/monitoring>
- Louisiana coastal area monitoring programs: <https://www.usgs.gov/centers/wetland-and-aquatic-research-center-warc/science>
- Other monitoring programs in Washington, Louisiana, California, and other Delta areas

The Contractor may also consider current relevant efforts and trends in environmental data management such as:

- Data Vision White Paper “Enhancing the Vision for Managing California’s Environmental Information,” 2015. Retrieved at <http://deltacouncil.ca.gov/docs/enhancing-vision-managing-california-s-environmental-information-final>
- Open and Transparent Water Data Act (AB1755) and related interim products generated by the Data Management Steering Committee and Interagency Ecological Program Data Utilization Workgroup

These reviews may help with the approach for developing the inventory of Delta monitoring activities. If the Contractor chooses to review prior monitoring efforts, such as those listed above, the Contractor should consider documenting the diversity of review approaches taken in the past, and of lessons learned

from these reviews when describing the eventual method taken for developing the inventory of Delta monitoring activities for the Delta ISB.

Activity 2: Inventory of Delta Monitoring Activities & Initial Analysis and Review

The Contractor is expected to compile and organize a comprehensive inventory of Delta monitoring activities, and of policy, management, and agencies' operational needs that monitoring programs are intended to inform. Information about each monitoring program for *Activity 2* may include, but it is not limited to, the following:

- a. The goals and objectives of their monitoring program(s)
- b. Environmental management or compliance concerns being addressed
- c. Description and proportion of activities related to the administrative activities, legal requirements, and/or improvements in environmental management aspects of the program
- d. Geographic coverage, including current and past spatial extent
- e. Linkages for species and processes that are appropriate for monitoring throughout the interconnected Delta, Bay, and Pacific Ocean system, and the upstream Sacramento and San Joaquin rivers
- f. Length of time (temporal longevity) of the program and timetable of changes to it
- g. Group doing data collection (e.g. agency personnel, contractors)
- h. Time, space, and parameter scales of the monitoring program
- i. Program costs
- j. Description of specificity of requirements and flexibility available in conducting monitoring programs
- k. Quality assurance and control procedures
- l. Degree of coordination with other agencies and groups doing related monitoring, and description of groups
- m. Extent of data availability and sharing of data with other agencies and groups doing monitoring, and description of groups
- n. Level of integration of data with other agencies and groups doing monitoring, and description of groups
- o. Description of biological components of Delta communities or physical-chemical parameters being measured and how they relate to the purpose of the monitoring program, or for social sciences that can be considered drivers, how parameters being measured relate to management decisions about ecosystem functions and processes
- p. Descriptions of potential redundancies in information obtained among monitoring programs
- q. Description of possible ways, if any, to increase efficiencies in information obtained among monitoring programs
- r. Description of approaches used to achieve a high level of scientific rigor (sampling design, statistical power, etc.) to meet the needs of management and policy decisions
- s. Description of gaps in monitoring programs needed to meet the needs of management and policy decisions.

Activity 3: Communications with the Delta ISB

The Contractor shall report to the Monitoring Enterprise Review work group of the Delta ISB that is overseeing and developing draft review products at pre-arranged meetings to ensure that the report is organized in a way the Delta ISB finds useful for *Component 2*. The communications should include at least four interactions with the Delta ISB work group, such as at the beginning of the effort to develop the comprehensive inventory methodology and during any completion of any draft products for *Component 1*.

The work group generally meets prior to the Delta ISB meetings, and the contractor may be asked to be available for questions by the full Delta ISB.

Expected Deliverables

The deliverables for *Component 1* may differ based on the approach taken by the Contractor for the inventory. Some ideas for expected products are below.

- a. Interim and final report(s) of the comprehensive inventory of Delta monitoring activities, and of policy, management, and agencies' operational needs that monitoring programs are intended to inform.

Based on the approach taken, the Contractor may consider drafting multiple reports rather than a single report for different activities in Component 1. Ideas include, but are not limited to

- 1) Interim and final memorandum/report on prior monitoring reviews, lessons learned, and their applicability to the Delta ISB Monitoring Enterprise review.
 - 2) Interim and final report on the inventory of the physical, chemical, and biological monitoring programs including all original documentation and references.
 - 3) Interim and final report on the inventory of monitoring programs of the social and economic drivers of ecosystem function and processes including all original documentation and references.
- b. Presentations to selected members of the Delta ISB and the full Board.

Expected Timeline

Upon issuance of a contract, the work is expected to be completed within a twelve-month period. However, the Contractor should not be confined in its proposal to this time frame and should consider coming up with an expected timeline based on the approach the Contractor plans to take.

An example of a timeline is below with the assumption that a contract will be in place by June 2018. It also assumes that the contractor will prepare three different reports to complete Component 1.

Initial Meeting

July 2018

- Initial meeting with the Delta ISB to discuss and/or develop the comprehensive inventory methodology.

Interim and Final Report on Prior Reviews and Lessons Learned:

September 2018

- Contractor delivers interim report on prior monitoring reviews and lessons learned.

October 2018

- Contractor delivers final report on prior monitoring reviews and lessons learned.

Interim and Final Report on Physical, Chemical and Biological Monitoring Programs:

December 2018

- Contractor delivers interim report on physical, chemical and biological monitoring programs.

March 2019

- Contractor delivers final report on physical, chemical and biological monitoring programs.

Interim and Final Report on Social and Economic Drivers of Ecosystem Function and Process:

March 2019

- Contractor delivers interim report on social and economic drivers of ecosystem function and processes.

June 2019

- Contractor delivers final report on social and economic drivers of ecosystem function and processes.

Final Presentation:

June 2019

- Contractor delivers a final presentation of the three individual reports to the Delta ISB.

NOTE: The original prospectus for the Delta Independent Science Board's Review of the Monitoring Enterprise in the Sacramento-San Joaquin Delta <http://deltacouncil.ca.gov/docs/revised-draft-monitoring-prospectus>

Timelines shall be adjusted per the Proposer's Proposal.

B. Minimum Qualifications for Proposers.

Proposer must complete the Proposer Minimum Qualification documentation below and attach the documentation for these four items as the Proposal response to the Technical Proposal Packet, Attachment 4. Minimum Qualifications. Proof of the following items must be given as written documentation to qualify for further consideration.

1. Proof of Proposer's Qualified Experience.

The Proposer must provide a written statement of qualifications summarizing how their company has a minimum of ten-year' experience in compiling and organizing a comprehensive inventory of current, on-going and planned monitoring activities, and management and policy planning of monitoring programs. This shall include experience in compiling and organizing monitoring inventory with physical, chemical and biological components, and social and economic drivers of ecosystem function and processes (e.g., effects of land use and recreational fishing on water quality or aquatic communities). This statement of qualifications must include the history of the Proposer's experience, culture, quality, and potential for continued success, the number of years that your company has been in business, project management experience, as well as specialty areas, resources, accomplishments, philosophies with respect to customers and employees, and any other significant items that describe the history, growth, and development of your enterprise. Each Proposer should clearly state the total number of years of experience. Please limit this response to three pages or less. Attach this proof of Proposer's qualified experience to the Technical Proposal Packet, Attachment 4. Minimum Qualifications.

2. Proof of Project Lead's Qualified Experience.

The Proposer must provide 1) a written statement of qualifications summarizing how their Project Lead has a minimum of five years' experience with monitoring programs along with 2) the Project Lead's Resume that indicates his/her experience in project management of monitoring programs, who the clients were for the project, when the project started and completed, and what the project was about. Attach this proof of Proposer's Project Lead's qualified experience to the Technical Proposal Packet, Attachment 4. Minimum Qualifications.

3. Utilizing Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) Program Goals.

- a. The Proposer must submit a narrative detailing how they will utilize California Small Businesses/ Disabled Veteran Business Enterprises (SB/DVBE) throughout the life of the Agreement.
- b. The Proposer must submit a completed Technical Proposal Packet, Attachment 7, "GSPD-05-105 Bidder Declaration:
 - 1) to the fullest extent as required, and
 - 2) if subcontractors will be used, the subcontractor's name, contact, phone and fax number, address and email address, CA Certification, the work performed for the contract, the corresponding percentage (%) of bid price, and whether their firm or business is in good standing and they own 51% rental.

For more information about California SB/DVBE program goals, please go to the [State Contracting Manual \(SCM\) Volume 1, Chapter 8](#) or to [The Office of Small Business \(SB\) and Disabled Veteran Business Enterprise \(DVBE\) program](#).

NOTE: While SB vendor participation is not mandatory, the Proposer can receive additional incentive points in the evaluation process by utilizing California Small Business subcontractors to accomplish a commercially useful function of the scope of work. In the event a Proposer does not utilize California DVBE subcontractors nor identify them on the GSPD-05-105 Bidder Declaration, their Proposal will be deemed non-responsive and will not be further evaluated.

Attach this narrative on utilizing Small Business (SB) and Disabled Business Enterprise (DVBE) Program Goals to the Technical Proposal Packet, Attachment 4. Minimum Qualifications.

4. Satisfactory References.

The Proposer must provide three (3) satisfactory references from companies or agencies with which the Proposer currently has, or recently had, contracts. The Proposer shall not provide more than three (3) Satisfactory References nor use COUNCIL as a reference. Proposer must provide these satisfactory references on the form in the Technical Proposal Packet, Attachment 4. "Minimum Qualifications" by completing customers' information, references, and point of contact. Any additional summary regarding the three (3) Satisfactory References shall be limited to three (3) pages maximum.

NOTE: If the Proposer does not provide three (3) Satisfactory References, then the Proposal will be deemed non-responsive and will not be further evaluated. At the commencement of the Technical Evaluation, Proposer's Satisfactory References will be verified. If any of the references are/were dissatisfied with Proposer's performance, the Proposal will be deemed non-responsive and will not be further evaluated.

5. No Conflict of Interest

Public Contract Code section 10365.5 provides in part as follows: "(a) No person, firm, or subsidiary thereof who has been awarded a consulting services contract may submit a bid for, nor 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 the consulting services contract."

The Proposer shall disclose their personal, agency, firm or institution's participation in any Council committee, workgroup or contract that has provided advice on topics, reviews, projects or priorities for funding on the "Conflict of Interest" Statement in Attachment 4 of the Submittal Packet.

In the event that a conflict of interest is determined per this regulation, the Proposer's submittal shall be deemed non-responsive and their submittal packet will not be evaluated further.

C. Proposal Requirements and Information.

1. Key Action Dates.

It is recognized that time is of the essence. All Proposers are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

| <u>Event</u> | <u>Date</u> | <u>Time</u> |
|--|------------------------|-------------|
| RFP available to prospective Proposers | January 11, 2018 | |
| Pre-Proposal Teleconference | February 1, 2018 | 10:00 a.m. |
| Written Questions Due | February 20, 2018 | 2:00 p.m. |
| Answers to Proposers | February 23, 2018 | |
| Final Date for Proposal Submission | April 18, 2018 | 2:00 p.m. |
| Proposal Opening | April 18, 2018 | 2:00 p.m. |
| Proposal Evaluation Process | April 19 – May 9, 2018 | |
| Notice of Intent to Award | May 10, 2018 | |
| Proposal Award Date | May 18, 2018 | |
| Anticipated Contract Effective Date | June 15, 2018 | |

2. Mandatory Pre-Proposal Teleconference.

- a. A Mandatory Pre-Proposal Teleconference is scheduled at 10:00 a.m. on February 1, 2018 for the purpose of discussing this RFP. To receive the Mandatory Pre-Proposal Teleconference phone number, prospective Proposers and their authorized representatives must register by emailing Leslie Cary at Leslie.Cary@deltacouncil.ca.gov respectively no later than 3:00 p.m. on January 31, 2018. All Proposers and their authorized representatives may dial into the assigned conference number from their own telephones at their own locations. Please address as many questions as possible to the COUNCIL Contract Representative at the Mandatory Pre-Proposal Teleconference.
- b. In the event a potential prime Proposer is unable to attend the Mandatory Pre-Proposal Teleconference, an authorized representative may attend in his or her behalf. The authorized representatives may only sign-in for one (1) prospective prime Proposer. Subcontractors may not represent a potential prime Proposer at a Mandatory Pre-Proposal Teleconference. Proposals will be deemed non-responsive unless the prime Proposer or their authorized representatives are in attendance at the Mandatory Pre-Proposal Teleconference.
- c. Prime Proposers or their authorized representative and subcontractors who need reasonable accommodation to attend the Mandatory Pre-Proposal Teleconference must email Leslie Cary at Leslie.Cary@deltacouncil.ca.gov no later than the fifth working day prior to the scheduled date and time of the Mandatory Pre-Proposal Teleconference to arrange for a reasonable accommodation.

3. Written Question and Answer Period.

Potential Proposers may submit written questions regarding the RFP by 2:00 p.m. on February 20, 2018. All questions should be e-mailed in writing to Leslie Cary at Leslie.Cary@deltacouncil.ca.gov and COUNCIL will provide answers to questions by written response by February 23, 2018. NO QUESTIONS will be entertained after February 20, 2018.

4. Technical Proposal Requirements

The Technical Proposal Packet must be submitted in hard copy in a separate sealed envelope marked “Technical Proposal” for RFP #7027 – Monitoring Enterprise Review as stated in Section 6. Submission of Proposal.

The Technical Proposal Packet shall contain, at a minimum, all required items listed below. Each requirement shall be submitted in the location as stated in the Technical Proposal Packet.

The Technical Proposal Packet must include the following:

| <u>Attachment</u> | <u>Attachment Name/Description</u> |
|--------------------------|--|
| Attachment 1 | Cover Sheet |
| Attachment 2 | Required Attachment Checklist |
| Attachment 3 | Proposal/Proposer Certification Sheet |
| Attachment 4 | Proposer Minimum Qualifications |
| Attachment 5 | Technical Evaluation Criteria <ul style="list-style-type: none"> Item 1. Proposer’s Understanding of the Scope of Work, Activities & Deliverables Item 2. Overall Team Composition Item 3. Qualifications & Experience of the Project Director & Project Lead Item 4. Qualifications & Experience of Subcontractor’s Key Personnel Item 5. Availability and Accessibility Item 6. Nature of completed and on-going relevant projects Item 7. Effective Detailed Work Plan, Deliverables and Timelines |
| Attachment 6 | STD 843 Disabled Veteran Business Enterprise Declarations (if applicable) |
| Attachment 7 | GSPD-05-105 Bidder Declaration |
| Attachment 8 | Darfur Contracting Act |
| Attachment 9 | California Civil Rights Laws Certification |
| Attachment 10 | Contractor Certification Clauses (CCC 04/2017) |
| Attachment 11 | Payee Data Record (STD204) |

For Attachment 1 through 3 and Attachments 6 through 11, complete the forms identified in the Technical Proposal Packet.

For Attachment 5. Technical Evaluation Criteria, the following items must be included:

Item 1. Proposer’s Understanding of the Detailed Scope of Work, Activities and Deliverables

Proposer must complete the required documentation below and attach it to this page as the Proposal response to Attachment 5, Item 1. Proposer’s Understanding of the Scope of Work, Activities and Deliverables.

Proposer shall provide a summary of the major components to develop and conduct the monitoring enterprise review per the RFP requirements and problems.

Proposer must demonstrate that they understand the desired scope of work and requirements in order to develop and complete Component 1 of the monitoring enterprise review within the context of adaptive management.

Proposer shall provide a thorough outline of the study’s process and explanation of the Proposer’s approach to achieve the goals and objectives of Component 1 of the monitoring enterprise review.

Proposer must demonstrate that they can provide appropriate deliverables and timelines to satisfactorily complete and achieve the goals and objectives of Component 1 of the monitoring enterprise review within the context of adaptive management.

Must provide a statement regarding how and why their Proposal is reasonable and feasible to satisfactorily complete and achieve the goals and objectives of Component 1 of the monitoring enterprise review within the context of adaptive management.

Please limit these responses to not more than 6 pages.

Item 2. Overall Team Composition

Proposer must identify their key personnel and subcontractor's personnel involved in the monitoring enterprise review in the composition charts 1 or 2 as applicable. In these charts, the Proposer shall identify the position titles and number of positions required to complete the entire project. Proposer shall submit a written Statement of Qualifications for both Proposer's and their subcontractor's Key Staff.

- 1) The following Proposer's Key personnel positions are proposed for the monitoring enterprise review services:

| Position Title | # of Positions | Role in the Monitoring Enterprise Review |
|----------------|----------------|--|
| | | |
| | | |
| | | |

(Note: Expand table as necessary to identify all Contractor's key personnel positions involved in the entire project)

Resumes for the Proposer's Key Personnel shall be attached to this section's response.

- 2) The Proposer shall identify their subcontractor personnel involved in the monitoring enterprise review. Proposer shall identify their subcontractor's name, address, phone and email, their subcontractor's personnel position titles number of positions required to complete the entire project, and their role in the Monitoring Enterprise Review.

| Name of Contractor's Subcontractor | Address | | Phone & Email |
|------------------------------------|----------------|--|---------------|
| | | | |
| Position Title | # of Positions | Role in the Monitoring Enterprise Review | |
| | | | |
| | | | |
| | | | |

(Note: The format above shall be used to identify each Proposer's subcontractors to be used. As necessary, expand table to identify all Proposer's subcontractors and their personnel positions involved in the entire project.)

Resumes for the Contractor's Key Subcontractor's Personnel shall be attached to this section's response.

Item 3. Qualifications and Experience of the Project Director and Project Lead

Proposer must complete the required documentation below as their Proposal response to Attachment 5, Item 3. Qualifications and Experience of the Project Director and Project Lead.

The Proposer must provide a written Statement of Qualifications summarizing the Project Director's and the Project Lead's ability and experience with monitoring programs, as well as governance and management of monitoring programs. Please limit this response to three pages or less.

Resumes provided for the Proposer's Project Director and Project Lead in Item 2 shall be also evaluated as part of Item 3.

(NOTE: Per the Minimum Qualifications, the Project Lead must have a minimum of five years' experience with monitoring programs.)

Item 4. Qualifications and Experience of Subcontractor's Key Personnel

Proposer must complete the required documentation below as their Proposal response to Attachment 5, Item 4. Qualifications and Experience of Subcontractor's Key Personnel.

The Proposer must provide a written Statement of Qualifications summarizing each Subcontractor's Key Staff qualifications and experience.

Resumes provided for each Subcontractor's Key Staff in Item 2 shall be also evaluated as part of Item 4.

Item 5. Availability and Accessibility

Proposer must complete the required documentation below as their Proposal response to Attachment 5, Item 5. Availability and Access.

The Proposer must demonstrate to COUNCIL that they have availability and accessibility to complete the monitoring enterprise review.

Proposer must provide a written statement regarding the availability of the Project Director, Lead and the proposed team to respond to the Delta ISB requirements.

Proposer must provide a written statement regarding the accessibility of the Delta ISB to the Proposer's Project Director and Lead regarding the monitoring enterprise review requirements.

Please limit this response to three pages or less.

Item 6. Nature of completed and on-going relevant projects

Proposer must complete the required documentation below as their Proposal response to Attachment 5, Item 6. Nature of completed and on-going relevant projects.

The Proposer must demonstrate to COUNCIL that they have either completed or have on-going relevant projects similar to Delta ISB's desired monitoring enterprise review.

Proposer shall provide a written statement outlining past and on-going assessment, design, or review of monitoring programs including any COUNCIL, other state, federal and local monitoring programs or projects.

Proposer must provide a written statement whether these would impact the Delta ISB's desired monitoring enterprise review.

Please limit this response to three pages or less.

Item 7. Effective Detailed Work Plan, Deliverables and Timelines

Proposer must submit a Detailed Work Plan, Deliverables and Timeline for Section 1 and 2 as described in Section 4. Technical Proposal Requirement, Item 7. Effective Detailed Work Plan, Deliverables and Timelines.

The proposed Detailed Work Plan, Deliverables and Timelines shall be structured in a matter that conveys, in detail, contractually what the parties of the contract "shall" or "must" do.

The prime parties identified in the Proposal for the final awarded Contract shall identify the parties by the following acronyms:

- "COUNCIL" for the Delta Stewardship Council.
- "Contractor" for the Proposer.
- "Delta ISB" for the Delta Independent Science Board.

While the Proposer/Contractor may use subcontractors to complete portions of the detailed work plan, nothing contained in the Proposer's Proposal or the final agreement or otherwise, shall create any contractual relation between the State and any Contractor's subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations thereunder. The Proposer/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 to enforce the payment of any moneys to any subcontractor.

In the RFP, any subcontractor of the Contractor shall be identified as "Contractor's subcontractor".

Other acronyms may be created and used if identified as such in the Proposal except for those stated above.

The Proposer shall develop and propose a detailed work plan, deliverables and timelines for activities and tasks to be incorporated as a component of the final contract in the STD 213, Standard Agreement, Exhibit A, Attachment 1, "Detailed Work Plan, Deliverables and Timelines" (see Sample Agreement as a reference).

The following information is not definitive unless otherwise stated. It is intended only as a guide to illustrate minimum project requirements. Proposers are encouraged to present innovative concepts to produce a comprehensive proposal.

- 1) Specifications and requirements.
 - a) A clear delineated description of the work to be done or the problem to be solved.
 - b) The Detailed Work Plan, Deliverables and Timelines must specifically identify in realistic terms what the Contractor is to accomplish, including any desired approach to the problem; practical, policy, technological, and legal limitations; specific questions to be answered; the metrics, tasks, the manner in which the work is to be done; a description of the items to be delivered and measurable results they are required to achieve; the format and number of copies to be made of the completed reports; and the extent and nature of the assistance and cooperation that will be available to the Contractor from the State.
- 2) Coordination of the planning, development, implementation and reporting of the monitoring enterprise review, final report and presentations.

- 3) Measurable results and deliverables.
- 4) Timelines and reports, including dates for commencement of development, implementation, performance, submission of reports, and date of completion.
- 5) Final meeting requirements between the contractor and agency management, when the contractor is to present findings and conclusions.

The Detailed Work Plan, Deliverables and Timelines shall include but is no limited to the following requirements:

Activity 1: Review of Prior Monitoring and Methods Used

Activity 1 shall include:

- 1) a review of prior monitoring program reviews and methods included in these reviews.
- 2) current relevant efforts and trends in environmental data management.
- 3) documenting the diversity of review approaches taken in the past, and of lessons learned from these reviews when describing the eventual method taken for developing the inventory of Delta monitoring activities.

Activity 2: Inventory of Delta Monitoring Activities & Initial Analysis and Review

The Contractor shall compile and organize a comprehensive inventory of Delta monitoring activities, and of policy, management, and agencies' operational needs that monitoring programs are intended to inform. Information about each monitoring program for *Activity 2* may include, but it is not limited to, the following:

- 1) The goals and objectives of their monitoring program(s)
- 2) Environmental management or compliance concerns being addressed
- 3) Description and proportion of activities related to the administrative activities, legal requirements, and/or improvements in environmental management aspects of the program
- 4) Geographic coverage, including current and past spatial extent
- 5) Linkages for species and processes that are appropriate for monitoring throughout the interconnected Delta, Bay, and Pacific Ocean system, and the upstream Sacramento and San Joaquin rivers
- 6) Length of time (temporal longevity) of the program and timetable of changes to it
- 7) Group doing data collection (e.g. agency personnel, contractors)
- 8) Time, space, and parameter scales of the monitoring program
- 9) Program costs
- 10) Description of specificity of requirements and flexibility available in conducting monitoring programs
- 11) Quality assurance and control procedures
- 12) Degree of coordination with other agencies and groups doing related monitoring, and description of groups
- 13) Extent of data availability and sharing of data with other agencies and groups doing monitoring, and description of groups
- 14) Level of integration of data with other agencies and groups doing monitoring, and description of groups
- 15) Description of biological components of Delta communities or physical-chemical parameters being measured and how they relate to the purpose of the monitoring program, or for social sciences that can be considered drivers, how parameters being measured relate to management decisions about ecosystem functions and processes

- 16) Descriptions of potential redundancies in information obtained among monitoring programs
- 17) Description of possible ways, if any, to increase efficiencies in information obtained among monitoring programs
- 18) Description of approaches used to achieve a high level of scientific rigor (sampling design, statistical power, etc.) to meet the needs of management and policy decisions
- 19) Description of gaps in monitoring programs needed to meet the needs of management and policy decisions.

Activity 3: Communications with the Delta ISB

The Contractor shall report to the Monitoring Enterprise Review work group of the Delta ISB that is overseeing and developing draft review products at pre-arranged meetings to ensure that the report is organized in a way the Delta ISB finds useful for *Component 2*. The communications shall include at least four interactions with the Delta ISB work group, such as at the beginning of the effort to develop the comprehensive inventory methodology and during any completion of any draft products for *Component 1*. The work group generally meets prior to DELTA ISB Board meetings, and the contractor may be asked to be available for questions by the full Board.

Deliverables:

The deliverables for *Component 1* shall include:

- 1) Interim and final report(s) of the comprehensive inventory of Delta monitoring activities, and of policy, management, and agencies' operational needs that monitoring programs are intended to inform.

Contractor shall draft multiple reports rather than a single report for different activities in Component 1, including:

- a) Interim and final memorandum/report on prior monitoring reviews, lessons learned, and their applicability to the Delta ISB Monitoring Enterprise review.
- b) Interim and final report on the inventory of the physical, chemical, and biological monitoring programs including all original documentation and references.
- c) Interim and final report on the inventory of monitoring programs of the social and economic drivers of ecosystem function and processes including all original documentation and references.

- 2) Presentations to the Delta ISB.

Timelines:

The work shall be completed over a twelve month period from the commencement of this agreement (allow 2 months start from proposal due date). The following items shall be included as well as the three (3) different reports to complete *Component 1*:

Initial Meeting

(Proposed Date)

- Initial Meeting with the Delta ISB to discuss and/or develop the comprehensive inventory methodology.

Interim and Final Report on Prior Reviews and Lessons Learned:

(Proposed Date)

- Contractor delivers interim report on prior monitoring reviews and lessons learned.

(Proposed Date)

- Contractor delivers final report on prior monitoring reviews and lessons learned.

Interim and Final Report on Physical, Chemical and Biological Monitoring Programs:

(Proposed Date)

- Contractor delivers interim report on physical, chemical and biological monitoring programs.

(Proposed Date)

- Contractor delivers final report on physical, chemical and biological monitoring programs.

Interim and Final Report on Social and Economic Drivers of Ecosystem Function and Process:

(Proposed Date)

- Contractor delivers interim report on social and economic drivers of ecosystem function and processes.

(Proposed Date)

- Contractor delivers final report on social and economic drivers of ecosystem function and processes.

Final Presentation:

(Proposed Date)

- Contractor delivers a final presentation of the three individual reports to the Delta ISB.

Report Requirements

It is important that the Delta ISB be given several opportunities to provide input and guidance to the planning process to ensure the final report is acceptable. It is envisioned that the Proposer will work interactively with the Delta ISB, exchanging information and refining proposed guidelines. It should be clear that these interactions are to be conducted efficiently and effectively to minimize the time involved.

To facilitate this interactive planning process, the Proposer shall meet with the Delta ISB and/or its work group at a time after the submittal of both the interim and final submittals of the three reports. These meetings may be accomplished by telephone if approved by the Delta ISB. These meetings will occur on mutually acceptable dates agreed upon in advance. All costs associated with these meetings incurred by the Proposer shall be included in the Proposal bid. The Proposal submitted by each prospective Proposer shall include an outline of the anticipated topics of discussion for each meeting and a schedule as specified in the Timelines of the Proposal.

The completion dates for both interim and final reports shall be established as proposed in the timelines of the Proposer's Proposal.

Following Delta ISB review of the interim reports, recommendations made by the Delta ISB shall be considered by the Proposer for appropriate changes and further or additional review.

The Proposal shall include final report requirements for each of the three reports in the manner that the Contractor will submit a comprehensive final report.

Final Meeting Requirements and Presentation

The Proposal shall include final meeting requirements and presentation between the Contractor and the Delta ISB, and others as determined by the Delta ISB, as to when the contractor is to present his or her findings and conclusions.

5. Cost Proposal Requirements

The Cost Proposal Packet must be submitted in hard copy in a separate sealed envelope marked "Do Not Open" and "Cost Proposal" for RFP #7027 – Monitoring Enterprise Review" as stated in Section 6. Submission of Proposal.

The Cost Proposal Packet must include the following:

| | |
|---------------------------------|-------------------------------|
| Attachment 1 | Cover Sheet |
| Attachment 2 | Required Attachment Checklist |
| <u>Cost Evaluation Criteria</u> | |
| Attachment 3 | Budget Summary |
| Attachment 4 | Budget Detail |
| Attachment 5 | Rate Sheet |

- a. Proposers shall identify all allowable costs for performing the scope of work for the Monitoring Enterprise Review as well as indicated in provide all the Contractor's and Contractor's Subcontractors team members titles, and hourly rates for those working on the project.
- b. Proposers shall submit their Budget Summary, Rate Sheet and Budget Detail using the format as illustrated below and in the Cost Proposal. Bidders may add rows to the Rate Sheet and Budget Detailed, if necessary.
- c. The actual costs of all the activities and tasks shall not exceed the Proposer's Budget Summary submitted. The hourly rates submitted in this proposal for each role and/or titles are fixed for the life of the contract. No hourly rates shall be increased during the term of the contract.
- d. Proposer shall submit in the Cost Proposal Packet the following:

Attachment 3 – Budget Summary

| Activity | Detailed Work Plan, Deliverables and Timelines | Cost |
|---|---|------|
| 1 | Review of Prior Monitoring and Methods Used | \$ |
| 2 | Inventory of Delta Monitoring Activities & Initial Analysis and Review | \$ |
| 3 | Communications with the Delta ISB including: <ul style="list-style-type: none"> Provide and present 3 interim reports to Delta ISB. Present and provide 3 final reports to Delta ISB. Final Presentation to Delta ISB. | \$ |
| TOTAL COST OF MONITORING ENTERPRISE REVIEW | | \$ |

Attachment 4 – Rate Sheet

| | | |
|---|----------------|-----------------|
| Contractor: | | |
| | Position Title | Hourly Pay Rate |
| | | \$ per hour |
| | | \$ per hour |
| | | \$ per hour |
| Contractor's Subcontractor 1: | | |
| | Position Title | Hourly Pay Rate |
| | | \$ per hour |
| | | \$ per hour |
| | | \$ per hour |
| Contractor's Subcontractor 2: and so forth: | | |
| | Position Title | Hourly Pay Rate |
| | | \$ per hour |
| | | \$ per hour |
| | | \$ per hour |

(Note: The Hourly Pay Rates are not separate additional charges, but the rate of payment is included in the Budget Summary Totals. Expand Rate Sheet table as necessary to include all personnel to be paid under the final agreement.)

(Note: The following Budget Detail is a breakdown of the Budget Summary only that reflects how monies are to be budgeted.)

| | Estimated Total |
|--|------------------------|
| Activity 1: Prior Monitoring Reviews and Methods Used | |
| Key Personnel and Staff (Includes salaries and benefits) | \$ |
| Subcontractor's Key Personnel and Staff (Includes salaries and benefits) | \$ |
| Travel and Meetings (Travel expenses and per diem shall be billed in accordance with established state rates.) | \$ |
| Total for Activity 1 | \$ |
| Activity 2: Inventory of Delta Monitoring Activities & Initial Analysis and Review | |
| Key Personnel and Staff (Includes salaries and benefits) | \$ |
| Subcontractor's Key Personnel and Staff (Includes salaries and benefits) | \$ |
| Travel and Meetings (Travel expenses and per diem shall be billed in accordance with established state rates.) | \$ |
| Total for Activity 2 | \$ |
| Activity 3: Communications with the Delta ISB | |
| Key Personnel and Staff (Includes salaries and benefits) | \$ |
| Subcontractor's Key Personnel and Staff (Includes salaries and benefits) | \$ |
| Travel and Meetings (Travel expenses and per diem shall be billed in accordance with established state rates.) | \$ |
| Total for Activity 3 | \$ |
| | |
| Combined Total Budget Detail | \$ |

6. Submission of Proposals.

Proposals should provide straightforward and concise descriptions of the Proposer's ability to satisfy the requirements of this RFP. The Proposal must be complete and accurate. Omissions, inaccuracies or misstatements may be sufficient cause for rejection of a Proposal.

The Proposal Packets should be prepared in the least expensive method.

a. Technical Proposal Submittal Packet.

A minimum of one (1) original paper copy, five (5) paper copies, and one (1) copy on a flash drive in Word format of the Proposal must be submitted.

The original Proposal must be marked "ORIGINAL COPY." All documents contained in the original Proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional Proposal sets may contain photocopies of the original package.

All Technical Proposals must be submitted under **sealed** cover and sent to Delta Stewardship Council by dates and times shown in Section C, Proposal Requirements and Information, Item 1) Key Action Dates, (see page 9). Proposals received after this date and time will not be considered.

The sealed cover must be plainly marked with the RFP number and title, must show your firm name and address, and must be marked with "Technical Proposal" as shown in the following example:

| | |
|-------------------------------|--|
| Your Firm Name | |
| Your Street Address/PO Box # | |
| Your City, State and Zip Code | |
| Technical Proposal | RFP #7027, Monitoring Enterprise Review Attention: Leslie Cary Delta Stewardship Council 890 Ninth Street, Suite 1500 Sacramento, CA 95814 |

Proposals not submitted under sealed cover and marked as indicated may be rejected.

Proposer shall mail or deliver Proposals to the following address:

U.S. Postal Service Deliveries

Delta Stewardship Council
Business Services Contract Unit
980 Ninth Street, Suite 1500
Sacramento, CA 95814

Hand Deliveries

(UPS, Express Mail, Federal Express)

Delta Stewardship Council
Business Services Contract Unit
980 9th Street, Suite 1500
Sacramento, CA 95814

b. Cost Proposal Packet.

A minimum of one (1) original paper copy, five (5) paper copies, and one (1) copy on a flash drive in Word format of the Proposal must be submitted.

The original Cost Proposal must be marked "ORIGINAL COPY." All documents contained in the original Proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm.

All Cost Proposals must be submitted under **sealed** cover and must be plainly marked with the RFP number and title, must show your firm name and address, and must be marked with "Cost Proposal" and "Do Not Open" as shown in the following example:

Your Firm Name
Your Street Address/PO Box #
Your City, State and Zip Code

Cost Proposal

DO NOT OPEN

RFP #7027, Monitoring Enterprise Review
Attention: Leslie Cary
Delta Stewardship Council
890 Ninth Street, Suite 1500
Sacramento, CA 95814

The Cost Proposal sealed envelope and Technical Proposal sealed envelope may be combined in one mailer sent to Delta Stewardship Council by dates and times shown in Section C, Proposal Requirements and Information, 1. Key Action Dates, (see page 9). Proposals received after this date and time will be deemed non-responsive and be further considered.

The Cost Proposal must be marked "ORIGINAL COPY." and must have original signatures and must be signed by a person who is authorized to bind the proposing firm.

The amount to be paid to the Proposer under the awarded Agreement includes all costs such as: direct labor and operating overhead; subcontracting services; travel and per diem; and all taxes, fees, bonds and insurance as applicable. The Proposer shall not receive additional compensation for reimbursement of such costs and shall not decrease work to compensate therefore.

- c. All Proposals shall include the Attachments and supporting documentation identified in Attachment 2, entitled "Required Attachment Checklist" unless the STD 843 form is not applicable. Proposals that do not include the proper "required attachments" shall be deemed non-responsive. A non-responsive Proposal is one that does not meet the basic Proposal requirements.
- d. All documents requiring a signature must bear an original signature of a person authorized to bind the Proposer firm.
- e. Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a Proposal to be rejected.
- f. A Proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all Proposals and may waive an immaterial deviation in a Proposal. The State's waiver of immaterial deviation shall in no way modify the RFP document or excuse the Proposer from full compliance with all requirements if awarded the agreement.
- g. Costs for developing Proposals and in anticipation of award of the agreement is entirely the responsibility of the Proposer and shall not be charged to the State of California.
- h. An individual who is authorized to bind the Proposer contractually shall sign the Proposal/Proposer Certification Sheet, (see page 32). The signature should indicate the title or position that the individual holds in the firm. An unsigned Proposal may be rejected. If the Proposal is made under a fictitious name or business title, the actual legal name of Proposer must be provided.
- i. A Proposer may modify a Proposal after its submission by withdrawing its original Proposal and resubmitting a new Proposal prior to the Proposal submission deadline. Proposer modifications offered in any other manner, oral or written, will not be considered.

- j. A Proposer may withdraw its Proposal by submitting a written withdrawal request to the State, signed by the Proposer or an authorized agent. A Proposer may thereafter submit a new Proposal prior to the Proposal submission deadline. Proposals may not be withdrawn without cause subsequent to Proposal submission deadline.
- k. The awarding agency may modify the RFP prior to the date fixed for submission of Proposals by the issuance of an addendum to all parties who received a Proposal package.
- l. The awarding agency reserves the right to reject all Proposals. The agency is not required to award an agreement.
- m. Before submitting a response to this solicitation, Proposers should review, correct all errors and confirm compliance with the RFP requirements.
- n. Where applicable, Proposer should carefully examine work sites and specifications. Proposers shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- o. General Terms and Conditions. The State does not accept alternate contract language from a prospective Proposer. A Proposal with such language will be considered a counter Proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable. The GTC may be viewed [GTC 04/2017](#).
- p. Payee Data Record. Proposer must complete and submit to the awarding agency the Payee Data Record (STD204) to determine if the Proposer is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. No payment shall be made unless a completed STD204 has been returned to the awarding agency. This form can be found at [STD204](#).
- q. Contractor Certification Clauses. Proposer must sign and submit to the awarding agency, *page one (1)* of the Contractor Certification Clauses (CCC), which can be found on the Internet at [CCC 04/2017](#).
- r. Darfur Contracting Act Vendor Certification. Pursuant to Public Contract Code section 10478, if a Proposer or Proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify whether it is or is not a "scrutinized" company as defined in Public Contract Code section 10476 by submitting Attachment 6, entitled "DARFUR CONTRACTING ACT VENDOR CERTIFICATION."
- s. California Civil Rights Laws Certification. Pursuant to Public Contract Code section 2010, the Proposer shall complete Attachment 9. California Civil Rights Laws Certification, certifying compliance with the following:
 - 1) California Civil Rights Laws: For contracts over \$100,000 executed or renewed after January 1, 2017, the Proposer certifies compliance with the Unruh Civil Rights Act (section 51 of the Civil Code) and the Fair Employment and Housing Act (section 12960 of the Government Code); and Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).
 - 2) Employer Discrimination Policies: For contracts over \$100,000 executed or renewed after January 1, 2017, if a Proposer has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

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

7. Evaluation Process.

- a. There will be a Proposal Evaluation Process (PEP), which a COUNCIL Evaluation Committee (EC) will evaluate the Proposals submitted. During the PEP, the EC will evaluate each Proposal to determine its responsiveness to the published requirements.
- b. At the time of the Proposal opening, each Proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.
- c. Proposals that contain false or misleading statements, or provide references, which do not support an attribute or condition claimed by the Proposer may be rejected.
- d. The EC, as a group, shall determine a consensus scoring for each item, based on the team's verbal discussion of each Proposer's responses. To determine the consensus scoring, evaluators will carefully review and discuss the completeness of the Proposer's response, as well as the clarity of the documentation presented in the Proposals submitted in response to this RFP. The EC will establish a score for each item based on the consensus of the team.
- e. The Proposals that do not meet the minimum qualifications for each scoring criteria will be deemed non-responsive and will not be evaluated further. A responsive Proposal is one that meets or exceeds the requirements stated in this RFP.
- f. The Award, if made, will be to the highest-scored responsive Proposer.
- g. In the event of a tie score, the award will be determined by a coin toss. The coin toss will be held in the State Agency's headquarters area office. This is a public event, which the Proposers will be invited to attend. The selection of the Contractor will be at the sole discretion of the State.
- h. The PEP will consist of the following phases and maximum possible points:

| Proposal Evaluation Process | | |
|------------------------------------|---|--------------------------------|
| Item | Tasks | Maximum Possible Points |
| Phase 1 | Minimum Qualifications Evaluation (Responsive or Non-Responsive) | N/A |
| Phase 2 | Technical Evaluation | 220 |
| Phase 3 | Interview Evaluation * if applicable (See comment page 25) | 140 |
| Phase 4 | Cost Evaluation | 155 |
| Phase 5 | Final Evaluation | |
| | DVBE Incentive (3%) | 15 |
| | SB Preference (5%) | 26 |
| TOTAL | MAXIMUM POSSIBLE POINTS | 556 |

i. Evaluation Scoring Criteria.

1) Phase 1 -- Minimum Qualifications.

| Item | Minimum Qualifications Criteria | YES | NO |
|------|---|-----|----|
| 1 | Proof of Proposer's Qualified Experience <ul style="list-style-type: none"> Must provide a written statement of qualifications summarizing how their company has a minimum of ten-year' experience in compiling and organizing a comprehensive inventory of current, on-going and planned monitoring activities, and management and policy planning of monitoring programs. This shall include experience in compiling and organizing monitoring inventory with physical, chemical and biological components, and social and economic drivers of ecosystem function and processes (e.g., effects of land use and recreational fishing on water quality or aquatic communities). This statement of qualifications must include the history of the Proposer's experience, culture, quality, and potential for continued success, the number of years that your company has been in business, project management experience, as well as specialty areas, resources, accomplishments, philosophies with respect to customers and employees, and any other significant items that describe the history, growth, and development of your enterprise. The statement should clearly state the total number of years of experience, and the response shall be limited to three pages or less. | | |
| 2 | Proof of Project Lead's Qualified Experience Must provide: <ol style="list-style-type: none"> a written statement of qualifications summarizing how their Project Lead has a minimum of five years' experience with monitoring programs. the Project Lead's Resume that indicates his/her experience in project management of monitoring programs, who the clients were for the project, when the project started and completed, and what the project was about. | | |
| 3 | Utilizing California Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) Program Goals <ul style="list-style-type: none"> Must submit a narrative detailing how they will utilize California Small Businesses/ Disabled Veteran Business Enterprises (SB/DVBE) throughout the life of the Agreement. Must submit a completed Attachment 7, "GSPD-05-105 Bidder Declaration: <ul style="list-style-type: none"> to the fullest extent as required. if subcontractors will be used, the subcontractor's name, contact, phone and fax number, address and email address, CA Certification, the work performed for the contract, the corresponding percentage (%) of bid price, and whether their firm or business is in good standing and they own 51% of the rental. | | |
| 4 | Satisfactory References <ul style="list-style-type: none"> Must provide three (3) satisfactory references from companies or agencies with which the Proposer currently has, or recently had, contracts. Shall not provide more than three (3) Satisfactory References nor use COUNCIL as a reference. Must provide these references on the Satisfactory References form in the Technical Proposal Packet, Attachment 4. "Minimum Qualifications" by completing customers' information, references, and point of contact. | | |
| 5 | No Conflict of Interest <ul style="list-style-type: none"> Shall disclose their personal, agency, firm or institution's participation in any Council committee, workgroup or contract that has provided advice on topics, reviews, projects or priorities for funding on the "Conflict of Interest" Statement in Attachment 4 of the Submittal Packet. In the event that a conflict of interest is determined, the Proposer's submittal shall be deemed non-responsive and their submittal packet will not be evaluated further. | | |

| <u>Responsive</u> | <u>Non-Responsive</u> |
|-------------------|-----------------------|
| | |

2) Phase 2 -- Technical Evaluation.

| Criteria | (a) Weight | (b) Score (0-10) | (a) x (b) Weighted Score |
|---|---------------|------------------------|--------------------------------|
| 1. Understanding of the Scope of Work, Activities and Deliverables <ul style="list-style-type: none"> Shall provide a summary of the major components to develop and conduct the monitoring enterprise review per the RFP requirements and problems. Must demonstrate that they understand the desired scope of work and requirements in order to develop and complete Component 1 of the monitoring enterprise review within the context of adaptive management. Shall provide a thorough outline of the study's process and explanation of the Proposer's approach to achieve the goals and objectives of Component 1 of the monitoring enterprise review. Must demonstrate that they can provide appropriate deliverables and timelines to satisfactory complete and achieve the goals and objectives of Component 1 of the monitoring enterprise review within the context of adaptive management. Must provide a statement regarding how and why their Proposal is reasonable and feasible to satisfactorily complete and achieve the goals and objectives of Component 1 of the monitoring enterprise review within the context of adaptive management. | 3.0 | | |
| 2. Overall Team Composition <ul style="list-style-type: none"> Must identify their key personnel and subcontractor's personnel involved in the monitoring enterprise review in the composition charts 1 or 2 as applicable. In these charts, the Proposer shall identify the position titles and number of positions required to complete the entire project. Shall submit a written Statement of Qualifications for both Proposer's and their subcontractor's Key Staff. Resumes for the Contractor's Key staff and their subcontractor's personnel shall be attached to their applicable composition chart. | 3.0 | | |
| 3. Qualifications and Experience of the Project Director & Lead <ul style="list-style-type: none"> Must provide a written Statement of Qualifications summarizing the Project Director's and the Project Lead's ability and experience with monitoring programs, as well as governance and management of monitoring programs. Resumes provided for the Proposer's Project Director and Project Lead in Item 2 shall be also evaluated as part of Item 3. | 3.0 | | |
| 4. Qualifications and Experience of Subcontractor's Key personnel. <ul style="list-style-type: none"> Must provide a written Statement of Qualifications summarizing each subcontractor's Key Staff qualifications and experience. Resumes provided for each Subcontractor's Key Staff in Item 2 shall be also evaluated as part of Item 4. | 3.0 | | |
| 5. Availability and Accessibility <ul style="list-style-type: none"> The Proposer must demonstrate to COUNCIL that they have availability and accessibility to complete the monitoring enterprise review. Proposer must provide a written statement regarding the availability of the Project Director, Lead and the proposed team to respond to the Delta ISB requirements. Proposer must provide a written statement regarding the accessibility of the Delta ISB to the Proposer's Project Director and Lead regarding the monitoring enterprise review requirements. | 2.0 | | |
| 6. Nature of completed and on-going relevant projects. <ul style="list-style-type: none"> The Proposer must demonstrate to COUNCIL that they have either completed or have on-going relevant projects similar to Delta ISB's desired monitoring enterprise review. Proposer shall provide a written statement outlining past and on-going assessment, design, or review of monitoring programs including any COUNCIL, other state, federal and local monitoring programs or projects. Proposer must provide a written statement whether these would impact the Delta ISB's desired monitoring enterprise review. | 2.0 | | |

| Criteria | (a) Weight | (b) Score (0-10) | (a) x (b) Weighted Score |
|---|---------------|------------------------|--------------------------------|
| 7. Effective Detailed Work Plan, Deliverables and Timelines <ul style="list-style-type: none"> Must submit a Detailed Work Plan, Deliverables and Timeline for Section 1 and 2 as described in Section 4. Technical Proposal Requirement, Item 7. Effective Detailed Work Plan, Deliverables and Timelines. | 6.0 | | |
| | | | Total |

3) Phase 3 – Interview Evaluation.

* In the event that there are six (6) or more responsive Respondent submittals, the Phase 3 – Interview Evaluation will be waived. In this scenario, there will be no points allotted in the Phase 3 – Interview Evaluation scoring for any responsive Respondent's submittal.

| Criteria | (a) Weight | (b) Score (0-10) | (a) x (b) Weighted Score |
|--|---------------|------------------------|--------------------------------|
| Presentation <ul style="list-style-type: none"> Must demonstrate an understanding of the scope of work required. Must provide a description of any on-going Delta related projects and contracts they have worked on. Must provide the project team composition of key personnel including key subcontractors to accomplish the project. Must demonstrate their ability to respond to the Delta ISB's project requirements. Must provide all current and other on-going project commitments and priorities. Must provide their time commitment to accomplish the activities of Delta ISB's project. | 6.0 | | |
| Interview (Q&A) <ul style="list-style-type: none"> Must demonstrate ability to respond to COUNCIL's Evaluation Committee questions. | 8.0 | | |
| | | | Total |

4) Phase 4 – Cost Evaluation.

The following formula will be used for the award of cost points:

Lowest cost proposal will be awarded the maximum 155 cost points. Other proposals are awarded cost points based on the following calculation:

Lowest Proposer's Cost = (factor) X maximum cost points = cost points for other Proposer.

Other Proposer's Cost

EXAMPLE: Lowest cost proposal = \$ 75,000
 ----- = Factor .75
 Other proposal = \$100,000

155 cost points available

(Lowest cost proposal) $\frac{\$75,000}{\$100,000} = .75 \times 155 = 116$ cost points awarded to other Proposer

5) Phase 5 – Final Evaluation.

| Line | | Proposer A | Proposer B | Proposer C |
|------|---|----------------|----------------|----------------|
| 1 | Combined Total Evaluations Score (Points) | | | |
| 2 | Certified Small Business (SB) | Yes / No | Yes / No | Yes / No |
| 3 | SB earns 5% additional points (Highest Non-Small Business Points Line 1 X .05) | | | |
| 4 | Subtotal 1 (Combined Total Evaluations Score Line 1 + SB Preference Points Line 3) | | | |
| 5 | Non-Small Business with 25% SB Subcontractor Participation¹ | Yes / No NA | Yes / No NA | Yes / No NA |
| 6 | Non - SB w/ 25% SB Subcontractor Participation earns 5% points (Highest Non-Small Business Points Line 1 X .05) | | | |
| 7 | Subtotal 2 (Sub Total 1 Line 4+ Non-SB 25% SB Subcontractor Preference Points Line 6) ² | | | |
| 8 | Certified Disabled Veteran Business Enterprise (DVBE) | Yes / No | Yes / No | Yes / No |
| 9 | DVBE earns 3% additional points (Highest Non-Small Business Points Line 1 X .05) | | | |
| 10 | Grand Total Highest Points (Sub Total 1 Line 7+ DVBE Incentive Points Line 9) ³ | | | |
| 11 | Intent to Award Proposer per High Score | | | |

j. Evaluation Scoring System.

Evaluation Phases 2, 3 & 4 will use the following Scoring System:

Fail (0 points)

Zero (0) points are given when the category being evaluated is nonresponsive.

Below Average (1 - 4 points)

One (1) to four (4) points are awarded to responses that are considered to be minimally acceptable.

Average (5 points)

Five (5) points are awarded if qualifications fully satisfy the requirement.

Above Average (6 - 9 points)

Six (6) points to nine (9) points are awarded if qualifications more than satisfy the requirement and experience specifically applies to the project under consideration.

Exceptional (10 points)

Ten (10) points are awarded if a firm's qualifications far exceed those required. Scores of ten (10) points generally are infrequent.

8. Award and Protest.

- a. Notice of the proposed award shall be posted in a public place in the office of Delta Stewardship Council, 980 Ninth Street, Suite 1500, Sacramento, CA 95814 for five (5) working days prior to awarding the agreement.
- b. If any Proposer, prior to the award of agreement, files a protest with the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605 and the Delta Stewardship Council, PO Box 944246, Sacramento, CA 94244-2460 on the grounds that the (protesting) Proposer would have been awarded the contract had the agency correctly applied the evaluation standard in the RFP, or if the agency followed the evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter. It is suggested to submit any protest by certified or registered mail.
- c. Within five (5) days after filing the initial protest, the protesting Proposer shall file with the Department of General Services and the awarding agency a detailed written statement specifying the grounds for the protest. The written protest must be sent to the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, California 95605. A copy of the detailed written statement should be mailed to the awarding agency. It is suggested that you submit any protest by certified or registered mail.

9. Disposition of Proposals.

- a. Until and upon each Proposal packet opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and are subject to review by the public
- b. Proposal packages may be returned only at the Proposer's expense, unless such expense is waived by the awarding agency.

10. Agreement Execution and Performance.

- a. Performance start commences the estimated start date set by COUNCIL after all approvals have been obtained, the agreement is fully executed, and a Notice of Commence is sent by COUNCIL to the awarded Proposer/Contractor. Should the Proposer/Contractor fail to commence work at the date set by the Notice of Commence, COUNCIL, upon ten (10) days written notice to the Proposer / Contractor, reserves the right to terminate the agreement. In addition, the Proposer shall be liable to the State for the difference between Proposer's Proposal price and the actual cost of performing work by the second lowest Proposer or by another Proposer.
- b. All performance under the agreement shall be completed on or before the termination date of the agreement.

D. DVBE Program Requirements and Incentives.

1. **The DVBE Program requirement for this solicitation is three (3) percent of the Amount proposed.**
2. **Disabled Veteran Business Enterprise (DVBE) Incentive**
 - a. In accordance with section 999.5(a) of the Military and Veterans Code, an incentive will be given to bidders who exceed the DVBE program requirement. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration GSPD-05-105 and confirmed by the State. The incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation.

- b. For awards based on high score, the net score of responsive bids will be increased (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive score. If the lowest responsive score is a California certified small business, the only bidders eligible for the incentive will be California certified small businesses.
- c. An explanation of the Disabled Veteran Enterprise Program (DVBE) Incentive can be found at the Internet web site <http://www.pd.dgs.ca.gov/dvbe/dvbeincentive>.

3. Commercially Useful Function

Only State of California, Office of Small Business and DVBE Services (OSDS) certified DVBEs who perform a commercially useful function relevant to this solicitation, may be used to satisfy the DVBE program requirements. Proposers are to verify each DVBE subcontractor's certification with OSDS to ensure DVBE eligibility.

Definition of Commercially Useful Function: California Code of Regulations, Title 2, § 1896.61(l) The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of §1896.61(f); is certified in accordance with §1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function.

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

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

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

The COUNCIL Advocates listed herein can be contacted to provide assistance in identifying DBVE vendors that may perform a commercially useful function applicable to the scope of this solicitation.

4. Declaration Forms

Complete the Bidder Declaration GSPD-05-105 and include it with the Proposal response. When completing the declaration, Proposers must identify all subcontractors proposed for participation in the contract. Proposers awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract. This form is located at [GSPD-05-105](#).

If applicable, Proposers who have been certified by California as a DVBE (or who are bidding/proposing rental equipment and have obtained the participation of subcontractors certified by California as a DVBE) must also submit a completed form(s) STD. 843 (Disabled Veteran Business Enterprise Declaration). All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). This form is located at [STD 843](#).

At the State's option prior to award, Proposers may be required to submit additional written clarifying information. Failure to submit the requested written information as specified may be grounds for Proposal rejection.

5. **COUNCIL Advocates**

COUNCIL Small Business and Disabled Veteran Business Enterprise Advocate is available to answer questions regarding the SB/DVBE Programs and Incentives and to help identify possible SB/DVBE vendors.

COUNCIL ADVOCATES:

Jessica O'Connor (916) 445-5766

Jessica.OConnor@deltacouncil.ca.gov

E. **Preference Programs**

The following Preference Programs can be applied for qualifying Proposers.

1. **Small Business Bid/Proposal Preference**

As an incentive, a non-small business prime Proposer who uses certified small business subcontractors for at least 25% of its net Lowest Cost Proposal price is eligible for a Proposal preference of five percent (5%) of the lowest responsible Cost Proposal when competing against another non-small business. A prime Proposer who is a small business is eligible for the five percent Proposal preference. For more information: <http://www.dgs.ca.gov/pd/home.aspx>

F. **Required Attachments**

Refer to the following pages for Required Attachments that are a part of this solicitation. Proposer shall complete and submit the following two Proposal packets in separate envelopes:

1. Technical Proposal Packet
2. Cost Proposal Packet

ATTACHMENT 1
(COVER SHEET)

TECHNICAL PROPOSAL PACKET

for

**Request For Proposal # 7027
Monitoring Enterprise Review**

Delta Stewardship Council

Submitted By:

| | |
|--------------------------|--|
| Proposer's Company Name: | |
| Mailing Address: | |
| City, State Zip Code: | |

| | |
|-----------------|--|
| Contact Person: | |
| Phone Number: | |
| Email Address: | |

| | |
|-------|--|
| Date: | |
|-------|--|

ATTACHMENT 2
TECHNICAL PROPOSAL PACKET
REQUIRED ATTACHMENT CHECK LIST

Proposer's Company Name: _____

A complete Proposal or Proposal package will consist of the items identified below.

Complete this checklist to confirm the items in your Proposal. Place a check mark or "X" next to each item that you are submitting to the State. For the Proposal to be responsive, all required attachments that are applicable must be returned. This checklist must be returned with your Proposal package also.

| <u>Attachment</u> | <u>Attachment Name/Description</u> |
|--|---|
| <input type="checkbox"/> Attachment 1 | Cover Sheet |
| <input type="checkbox"/> Attachment 2 | Required Attachment Checklist |
| <input type="checkbox"/> Attachment 3 | Proposal/Proposer Certification Sheet |
| <input type="checkbox"/> Attachment 4 | Proposer Minimum Qualifications |
| <input type="checkbox"/> Attachment 5 | Evaluation Criteria: |
| <input type="checkbox"/> | a. Proposer's Understanding of the Scope of Work, Activities & Deliverables |
| <input type="checkbox"/> | b. Overall Team Composition |
| <input type="checkbox"/> | c. Qualifications & Experience of the Contractor's Project Director & Project Lead |
| <input type="checkbox"/> | d. Qualifications & Experience of Subcontractor's Key Personnel |
| <input type="checkbox"/> | e. Availability and Accessibility |
| <input type="checkbox"/> | f. Nature of completed and on-going relevant projects |
| <input type="checkbox"/> | g. Detailed Work Plan, Deliverables and Timelines |
| <input type="checkbox"/> Attachment 6 | STD 843 Disabled Veteran Business Enterprise Declarations (If applicable) |
| <input type="checkbox"/> Attachment 7 | GSPD-05-105 Bidder Declaration |
| <input type="checkbox"/> Attachment 8 | Darfur Contracting Act |
| <input type="checkbox"/> Attachment 9 | California Civil Rights Laws Certification |
| <input type="checkbox"/> Attachment 10 | Contractor Certification Clauses (CCC 04/2017) |
| <input type="checkbox"/> Attachment 11 | Payee Data Record (STD204) |

ATTACHMENT 3

PROPOSAL/PROPOSER CERTIFICATION SHEET

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

(Do not return any portion of the RFP prior to page 29, page 33, page 57 or the "Sample Agreement".)

- A. Our Proposal is submitted as detailed in the Technical Proposal Packet, Attachments 1 through 11, if applicable and the separate Cost Proposal Packet.
- B. All required attachments are included in Proposer's Proposal package.
- C. I have read and understand the DVBE participation requirements and have included documentation demonstrating that I have met the participation goals.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this Proposal document. The signature below authorizes the verification of this certification.

An Unsigned Proposal/Proposer Certification Sheet May Be Cause For Rejection

| | | |
|---|---|-------------------------|
| 1. Company Name | 2. Telephone Number () | 2a. Fax Number () |
| 3. Address | | |
| E-mail Address: | | |
| 5. <input type="checkbox"/> Partnership | | |
| Indicate your organization type: | 4. <input type="checkbox"/> Sole Proprietorship | |
| 6. <input type="checkbox"/> Corporation | 6a. <input type="checkbox"/> L.L.C. Limited Liability 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. Proposer's Name (Print) | 11. Title | |
| 12. Signature | 13. Date | |
| 14. Are you certified with the Department of General Services, Office of Small Business and DVBE Certification as: | | |
| a. California Small Business Enterprise | a. Disabled Veteran Business Enterprise | |
| Yes <input type="checkbox"/> No <input type="checkbox"/> | Yes <input type="checkbox"/> No <input type="checkbox"/> | |
| If yes, enter certification number: | If yes, enter certification number: | |
| _____ | _____ | |
| 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 OSBCR, if an application is pending: | | |

Completion Instructions for Proposal/Proposer Certification Sheet

Complete the numbered items on the
Proposal/Proposer 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, 6a | 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. Or a Limited Liability Corporation |
| 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 OSBCR. |

ATTACHMENT 4
(Proposer Minimum Qualifications)

Proposer's Company Name: _____

Proposer Minimum Qualifications

Proposer must complete the Proposer Minimum Qualification documentation below and attach the documentation for these four items to this page as the Proposal response to Attachment 4. Proof of the following items must be given as written documentation to qualify for further consideration.

1. Proof of Proposer's Qualified Experience.

The Proposer must provide a written statement of qualifications summarizing how their company has a minimum of ten-years' experience in compiling and organizing a comprehensive inventory of current, on-going and planned monitoring activities, and management and policy planning of monitoring programs. This shall include experience in compiling and organizing monitoring inventory with physical, chemical and biological components, and social and economic drivers of ecosystem function and processes (e.g., effects of land use and recreational fishing on water quality or aquatic communities). This statement of qualifications must include the history of the Proposer's experience, culture, quality, and potential for continued success, the number of years that your company has been in business, project management experience, as well as specialty areas, resources, accomplishments, philosophies with respect to customers and employees, and any other significant items that describe the history, growth, and development of your enterprise. Each Proposer should clearly state the total number of years of experience. Please limit this response to three pages or less. Attach this proof of Proposer's qualified experience to the Technical Proposal Packet, Attachment 4. Minimum Qualifications.

2. Proof of Project Lead's Qualified Experience.

The Proposer must provide 1) a written statement of qualifications summarizing how their Project Lead has a minimum of five years' experience with monitoring programs along with 2) the Project Lead's Resume that indicates his/her experience in project management of monitoring programs, who the clients were for the project for, when the project started and completed, and what the project was about. Attach this proof of Proposer's Project Lead's qualified experience to the Technical Proposal Packet, Attachment 4. Minimum Qualifications.

3. Utilizing Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) Program Goals.

- a. The Proposer must submit a narrative detailing how they will utilize California Small Businesses/ Disabled Veteran Business Enterprises (SB/DVBE) throughout the life of the Agreement.
- b. The Proposer must submit a completed Technical Proposal Packet, Attachment 7, "GSPD-05-105 Bidder Declaration:
 - 1) to the fullest extent as required, and
 - 2) if subcontractors will be used, the subcontractor's name, contact, phone and fax number, address and email address, CA Certification, the work performed for the contract, the corresponding percentage (%) of bid price, and whether their firm or business is in good standing and they own 51% rental.

For more information about California SB/DVBE program goals, please go to the [State Contracting Manual \(SCM\) Volume 1, Chapter 8](#) or to [The Office of Small Business \(SB\) and Disabled Veteran Business Enterprise \(DVBE\) program](#).

NOTE: While SB vendor participation is not mandatory, the Proposer can receive additional incentive points in the evaluation process by utilizing California Small Business subcontractors to accomplish a commercially useful function of the scope of work. In the event, a Proposer does not utilize California DVBE subcontractors nor identify them on the GSPD-05-105 Bidder Declaration, their Proposal will be deemed non-responsive and will not be further evaluated. Attach this narrative on utilizing Small Business (SB) and Disabled Business Enterprise (DVBE) Program Goals to the Technical Proposal Packet, Attachment 4. Minimum Qualifications.

4. Satisfactory References.

The Proposer must provide three (3) satisfactory references from companies or agencies with which the Proposer currently has, or recently have had, contracts. The Proposer shall not provide more than three (3) Satisfactory References nor use COUNCIL as a reference. Proposer must provide these satisfactory references on the form in the Technical Proposal Packet, Attachment 4. "Minimum Qualifications" by completing customers' information, references, and point of contact. Any additional summary regarding the three (3) Satisfactory References shall be limited to three (3) pages maximum.

NOTE: If the Proposer does not provide three (3) Satisfactory References, then the Proposal will be deemed non-responsive and will not be further evaluated. At the commencement of the Technical Evaluation, Proposer's

Satisfactory References will be verified. If any of the references are/were dissatisfied with Proposer's performance, the Proposal will be deemed non-responsive and will not be further evaluated.

5. No Conflict of Interest

Public Contract Code section 10365.5 provides in part as follows: "(a) No person, firm, or subsidiary thereof who has been awarded a consulting services contract may submit a bid for, nor 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 the consulting services contract."

The Proposer shall disclose their personal, agency, firm or institution's participation in any Council committee, workgroup or contract that has provided advice on topics, reviews, projects or priorities for funding on the "Conflict of Interest" Statement in Attachment 4 of the Submittal Packet.

In the event that a conflict of interest is determined per this regulation, the Proposer's submittal shall be deemed non-responsive and their submittal packet will not be evaluated further.

Satisfactory References

Proposer must complete the required documentation below as their Proposal response to Attachment 4, Paragraph 4. Satisfactory References. Submission of this attachment is mandatory. Failure to complete and return this attachment with your Proposal will cause your Proposal to be deemed non-responsive. List below three satisfactory references of similar types of consulting services performed. The Proposer shall not provide more than three references nor use COUNCIL as a reference.

REFERENCE 1

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

REFERENCE 2

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

REFERENCE 3

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

Conflict of Interest Statement

(Complete a separate statement for every individual and firms including officers, employees, agents, contractors and subconsultants / subcontractors that are the subject to this RFP/RFO/A&E project.)

Public Contract Code section 10365.5 provides in part as follows:

“(a) No person, firm, or subsidiary thereof who has been awarded a consulting services contract may submit a bid for, nor 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 the consulting services contract.”

☐ I declare that I have no Conflict of Interest in participating in Council's RFP project.

☐ I acknowledge any personal, financial, or business interest in past contracts, employment activity or a personal relationship regarding any individuals and firms (including officers, employees, agents, contractors and subconsultants / subcontractors) that are the subject to this RFP project.

List individuals and firms (including officers, employees, agents, contractors and subconsultants / subcontractors), state relationship, when, and current status.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

I hereby attest and certify that by the act of signing my name below, the foregoing Conflict of Interest Statement is true and correct.

Signed this date: _____

Signed: _____

Name: _____

Title: _____

Agency: _____

ATTACHMENT 5
(TECHNICAL EVALUATION CRITERIA)

Proposer's Company Name: _____

Item 1. PROPOSER'S UNDERSTANDING OF THE SCOPE OF WORK, ACTIVITIES AND DELIVERABLES

Proposer must complete the required documentation below and attach it to this page as the Proposal response to Attachment 5, Item 1. Proposer's Understanding of the Scope of Work, Activities and Deliverables.

RESPOND TO:

Proposer shall provide a summary of the major components to develop and conduct the monitoring enterprise review per the RFP requirements and problems.

Proposer must demonstrate that they understand the desired scope of work and requirements in order to develop and complete Component 1 of the monitoring enterprise review within the context of adaptive management.

Proposer shall provide a thorough outline of the study's process and explanation of the Proposer's approach to achieve the goals and objectives of Component 1 of the monitoring enterprise review.

Proposer must demonstrate that they can provide appropriate deliverables and timelines to satisfactorily complete and achieve the goals and objectives of Component 1 of the monitoring enterprise review within the context of adaptive management.

Must provide a statement regarding how and why their Proposal is reasonable and feasible to satisfactorily complete and achieve the goals and objectives of Component 1 of the monitoring enterprise review within the context of adaptive management.

Please limit these responses to not more than 6 pages.

ATTACHMENT 5
(TECHNICAL EVALUATION CRITERIA)

Proposer's Company Name: _____

Item 2. Overall Team Composition.

Proposer must complete the required documentation below and attach it to this page as the Proposal response to Attachment 5. Item 2. Overall Team Composition.

RESPOND TO:

Proposer must identify their key personnel and subcontractor's personnel involved in the monitoring enterprise review in the composition charts 1 or 2 as applicable. In these charts, the Proposer shall identify the position titles and number of positions required to complete the entire project. Proposer shall submit a written Statement of Qualifications for both Proposer's and their subcontractor's Key Staff.

- 1) The following Proposer's Key personnel positions are proposed for the monitoring enterprise review services:

| Position Title | # of Positions | Role in the Monitoring Enterprise Review |
|----------------|----------------|--|
| | | |
| | | |
| | | |

(Note: Expand table as necessary to identify all Contractor's key personnel positions involved in the entire project)

Resumes for the Proposer's Key Personnel shall be attached to this section's response.

- 2) The Proposer shall identify their subcontractor personnel involved in the monitoring enterprise review. Proposer shall identify their subcontractor's name, address, phone and email, their subcontractor's personnel position titles number of positions required to complete the entire project, and their role in the Monitoring Enterprise Review.

| Name of Contractor's Subcontractor | Address | | Phone & Email |
|------------------------------------|----------------|--|---------------|
| | | | |
| Position Title | # of Positions | Role in the Monitoring Enterprise Review | |
| | | | |
| | | | |
| | | | |

(Note: The format above shall be used to identify each Proposer's subcontractors to be used. As necessary, expand table to identify all Proposer's subcontractors and their personnel positions involved in the entire project.)

Resumes for the Contractor's Key Subcontractor's Personnel shall be attached to this section's response.

ATTACHMENT 5
(TECHNICAL EVALUATION CRITERIA)

Proposer's Company Name: _____

Item 3. Qualifications and Experience of the Project Director and Project Lead

Proposer must complete the required documentation below as their Proposal response to Attachment 5, Item 3. Qualifications and Experience of the Project Director and Project Lead.

RESPOND TO:

The Proposer must provide a written Statement of Qualifications summarizing the Project Director's and the Project Lead's ability and experience with monitoring programs, as well as governance and management of monitoring programs. Please limit this response to three pages or less.

Resumes provided for the Proposer's Project Director and Project Lead in Item 2 shall be also evaluated as part of Item 3.

(NOTE: Per the Minimum Qualifications, the Project Lead must have a minimum of five years' experience with monitoring programs.)

ATTACHMENT 5
(TECHNICAL EVALUATION CRITERIA)

Proposer's Company Name: _____

Item 4. Qualifications and Experience of Subcontractor's Key Staff.

Proposer must complete the required documentation below as their Proposal response to Attachment 5, Item 4. Qualifications and Experience of Subcontractor's Key Personnel.

RESPOND TO:

The Proposer must provide a written Statement of Qualifications summarizing each Subcontractor's Key Staff qualifications and experience.

Resumes provided for each Subcontractor's Key Staff in Item 2 shall be also evaluated as part of Item 4.

ATTACHMENT 5
(TECHNICAL EVALUATION CRITERIA)

Proposer's Company Name: _____

Item 5. Availability and Accessibility.

Proposer must complete the required documentation below as their Proposal response to Attachment 5, Item 5. Availability and Access.

RESPOND TO:

The Proposer must demonstrate to COUNCIL that they have availability and accessibility to complete the monitoring enterprise review.

Proposer must provide a written statement regarding the availability of the Project Director, Lead and the proposed team to respond to the Delta ISB requirements.

Proposer must provide a written statement regarding the accessibility of the Delta ISB to the Proposer's Project Director and Lead regarding the monitoring enterprise review requirements.

Please limit this response to three pages or less.

.

ATTACHMENT 5
(TECHNICAL EVALUATION CRITERIA)

Proposer's Company Name: _____

Item 6. Nature of completed and on-going relevant projects.

Proposer must complete the required documentation below as their Proposal response to Attachment 5, Item 6. Nature of completed and on-going relevant projects.

RESPOND TO:

The Proposer must demonstrate to COUNCIL that they have either completed or have on-going relevant projects similar to the Delta ISB's desired monitoring enterprise review.

Proposer shall provide a written statement outlining past and on-going assessment, design, or review of monitoring programs including any COUNCIL, other state, federal and local monitoring programs or projects.

Proposer must provide a written statement whether these would impact the Delta ISB's desired monitoring enterprise review.

Please limit this response to three pages or less.

ATTACHMENT 5
(TECHNICAL EVALUATION CRITERIA)

Proposer's Company Name: _____

Item 7. Effective Detailed Work Plan, Deliverables and Timelines

Proposer must complete the required documentation below and attach it to this page as the Proposal response to Attachment 5, Item 7. Effective Work Plan, Deliverables and Timelines.

COUNCIL must base its decision on whether Proposer's Detailed Work Plan, Deliverables and Timelines provide complete and effective procedures to complete the requirements necessary to perform the required monitoring enterprise review desired by Delta ISB.

RESPOND TO:

The Proposer must submit a Detailed Work Plan, Deliverables and Timeline for each Section as described in Section 4. Technical Proposal Requirement, Item 7. Effective Detailed Work Plan, Deliverables and Timelines.

ATTACHMENT 6
(If applicable)

STD 843 Disabled Veteran Business Enterprise Declarations

Proposers who are disabled veteran (DV) owner(s) and DV manager(s) of a Disabled Veteran Business Enterprise must complete **STD 843** Disabled Veteran Business Enterprise Declarations when a DVBE Contractor or subcontractor will provide materials, supplies, services or equipment and include it with the Proposal response.

The Disabled Veteran Business Enterprise Declarations form can be found at the following link: [STD 843](#)

If you do not have internet access, please contact Leslie Cary at (916) 445-7640.

THE REST OF THIS PAGE IS BLANK

ATTACHMENT 7

BIDDER DECLARATION FORM (GSPD-05-105)

All Proposers' must complete the Bidder Declaration Form (GSPD-05-105) and include it with the Proposal response.

The Bidder Declaration Form can be found at the following link: [GSPD-05-105](#)

If you do not have internet access, please contact Leslie Cary at (916) 445-7640.

THE REST OF THIS PAGE IS BLANK

ATTACHMENT 8

DARFUR CONTRACTING ACT

All Proposers' must complete the Darfur Contracting Act form and include it with the Proposal response.

The form is available at the following link: [Darfur Contracting Act](#)

If you do not have internet access, please contact Leslie Cary (916) 445-7640.

THE REST OF THIS PAGE IS BLANK

ATTACHMENT 9
Civil Right Certification

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

All Proposers' must complete the California Civil Rights Laws Certification form and include it with the Proposal response.

The form is available at the following link: [California Civil Rights Laws Certification](#)

If you do not have internet access, please contact Leslie Cary at (916) 445-7640.

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ATTACHMENT 10

CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)

All Proposers' must complete the Contractor Certification Clauses Form (CCC 04/2017) and include it with the Proposal response.

The Contractor Certification Clauses Form is available at the following link: [CCC 04/2017](#)

If you do not have internet access, please contact Leslie Cary at (916) 445-7640.

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ATTACHMENT 11

PAYEE DATA RECORD (STD204)

All Proposers' must complete the Payee Data Record (STD204) and include it with the Proposal response.

The Payee Data Record is available at the following link: [STD204](#)

When the form is submitted, COUNCIL will complete Section 6.

If you do not have internet access, please contact Leslie Cary (916) 445-7640.

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ATTACHMENT 1
(COVER SHEET)

COST PROPOSAL PACKET

for

**Request For Proposal # 7027
Monitoring Enterprise Review**

Delta Stewardship Council

Submitted By:

| | |
|--------------------------|--|
| Proposer's Company Name: | |
| Mailing Address: | |
| City, State Zip Code: | |

| | |
|-----------------|--|
| Contact Person: | |
| Phone Number: | |
| Email Address: | |

| | |
|-------|--|
| Date: | |
|-------|--|

ATTACHMENT 2
COST PROPOSAL PACKET
REQUIRED ATTACHMENT CHECK LIST

Proposer's Company Name: _____

A complete Proposal or Proposal package will consist of the items identified below.

Complete this checklist to confirm the items in your Proposal. Place a check mark or "X" next to each item that you are submitting to the State. For the Proposal to be responsive, all required attachments that are applicable must be returned. This checklist must be returned with your Proposal package also.

| | <u>Attachment</u> | <u>Attachment Name/Description</u> |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | Attachment 1 | Cover Sheet |
| <input type="checkbox"/> | Attachment 2 | Required Attachment Checklist |
| <input type="checkbox"/> | Attachment 3 | Budget Summary |
| <input type="checkbox"/> | Attachment 4 | Budget Detail |
| <input type="checkbox"/> | Attachment 5 | Rate Sheet |

**ATTACHMENT 3
BUDGET SUMMARY**

Proposer's Company Name: _____

1. The "Budget Summary" will be used for computing the COST EVALUATION for this RFP and is not binding on the contracting agency.
2. Proposer must complete the "Budget Summary" form, and include it with the Cost Proposal Packet response.
 - a. Employee Hourly Pay Rate, Benefits, Overhead, Other Expenses and Profit shall be included in each Activity's cost and cannot be charged separately or additionally.
 - b. All Activity's Cost must be combined for the Total Cost of the Monitoring Enterprise Review.
 - c. The actual costs quoted in the Proposal's Budget Summary, Detail and Rate Sheet shall be binding on the winning Proposer for the term of the Agreement. The Budget Summary will be incorporated into the Awarded Proposer's STD 213 Agreement.

| Activity | Detailed Work Plan, Deliverables and Timelines | Cost |
|---|---|------|
| 1 | Review of Prior Monitoring and Methods Used | \$ |
| 2 | Inventory of Delta Monitoring Activities & Initial Analysis and Review | \$ |
| 3 | Communications with the Delta ISB including: <ul style="list-style-type: none"> • Provide and present 3 interim reports to the Delta ISB. • Present and provide 3 final reports to the Delta ISB. • Final Presentation to the Delta ISB. | \$ |
| TOTAL COST OF THE MONITORING ENTERPRISE REVIEW | | \$ |

Statement of Compliance:

The prospective Proposer's signature affixed hereon and dated shall constitute a certification, under the penalty of perjury under the laws of the State of California, that the bidder/proposer has, unless exempted, complied with the nondiscrimination program requirements of Government Code section 12990 (a - f) and of Title 2, California Code of Regulations, section 8113. (See SCM 4)

Submitted by: _____ Date: _____

Title: _____

| | |
|-----------------------|--|
| Contact Name / Title: | |
| Company Name: | |
| Company Address: | |
| Telephone Number: | |
| Fax Number: | |
| E-Mail Address: | |

**ATTACHMENT 4
BUDGET DETAIL**

Proposer's Company Name: _____

Proposer must complete the "Budget Detail" form, and include it with the Cost Proposal Packet response. The Budget Detail is a more detailed version of the Budget Summary for each Activity and the Total Cost for each much match. The Budget Detail will be incorporated into the Awarded Proposer's STD 213 Agreement.

BUDGET DETAIL

| | Estimated Total |
|--|------------------------|
| Activity 1: Prior Monitoring Reviews and Methods Used | |
| Key Personnel and Staff (Includes salaries and benefits) | \$ |
| Subcontractor's Key Personnel and Staff (Includes salaries and benefits) | \$ |
| Travel and Meetings (Travel expenses and per diem shall be billed in accordance with established state rates.) | \$ |
| Total for Activity 1 | \$ |
| Activity 2: Inventory of Delta Monitoring Activities & Initial Analysis and Review | |
| Key Personnel and Staff (Includes salaries and benefits) | \$ |
| Subcontractor's Key Personnel and Staff (Includes salaries and benefits) | \$ |
| Travel and Meetings (Travel expenses and per diem shall be billed in accordance with established state rates.) | \$ |
| Total for Activity 2 | \$ |
| Activity 3: Communications with the Delta ISB | |
| Key Personnel and Staff (Includes salaries and benefits) | \$ |
| Subcontractor's Key Personnel and Staff (Includes salaries and benefits) | \$ |
| Travel and Meetings (Travel expenses and per diem shall be billed in accordance with established state rates.) | \$ |
| Total for Activity 3 | \$ |
| Combined Total Budget Detail | \$ |

Statement of Compliance:

The prospective Proposer's signature affixed hereon and dated shall constitute a certification, under the penalty of perjury under the laws of the State of California, that the bidder/proposer has, unless exempted, complied with the nondiscrimination program requirements of Government Code section 12990 (a - f) and of Title 2, California Code of Regulations, section 8113. (See SCM 4)

Submitted by: _____ Date: _____

Title: _____

| | |
|-----------------------|--|
| Contact Name / Title: | |
| Company Name: | |
| Company Address: | |
| Telephone Number: | |
| Fax Number: | |
| E-Mail Address: | |

ATTACHMENT 5
RATE SHEET

Proposer's Company Name: _____

The following table for the Rate Sheet must reflect the Position Titles and Hourly Pay Rate for Contractor's staff and Contractor's subcontractor staff. Expand table as necessary. The Rate Sheet will be incorporated into the Awarded Proposer's STD 213 Agreement.

RATE SHEET

| | | |
|-------------------------------|----------------|-----------------|
| Contractor: | | |
| | Position Title | Hourly Pay Rate |
| | | \$ per hour |
| | | \$ per hour |
| | | \$ per hour |
| | | \$ per hour |
| | | \$ per hour |
| Contractor's Subcontractor 1: | | |
| | Position Title | Hourly Pay Rate |
| | | \$ per hour |
| | | \$ per hour |
| | | \$ per hour |
| | | \$ per hour |
| Contractor's Subcontractor 2: | | |
| | Position Title | Hourly Pay Rate |
| | | \$ per hour |
| | | \$ per hour |
| | | \$ per hour |
| | | \$ per hour |

Statement of Compliance:

The prospective Proposer's signature affixed hereon and dated shall constitute a certification, under the penalty of perjury under the laws of the State of California, that the bidder/proposer has, unless exempted, complied with the nondiscrimination program requirements of Government Code section 12990 (a - f) and of Title 2, California Code of Regulations, section 8113. (See SCM 4)

Submitted by: _____ Date: _____

Title: _____

| | |
|-----------------------|--|
| Contact Name / Title: | |
| Company Name: | |
| Company Address: | |
| Telephone Number: | |
| Fax Number: | |
| E-Mail Address: | |

G. Sample Agreement

The following **19** pages represent a sample of the agreement that will be awarded, if any, from this RFP. Please review it carefully and present any questions in writing to the contact person identified on the cover letter for this RFP.

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

SAMPLE AGREEMENT ONLY

AGREEMENT NUMBER

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Delta Stewardship Council

CONTRACTOR'S NAME

SAMPLE AGREEMENT

2. The term of this Agreement is: June 1, 2018 through May 30, 2021
This agreement shall become effective upon approval by Delta Stewardship Council or whichever date is later.

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

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

| | |
|--|-----------|
| Exhibit A - Scope of Work | 4 page(s) |
| Exhibit A - Attachment 1, Detailed Work Plan, Deliverables and Timelines | ? page(s) |
| Exhibit A - Attachment 2, Curriculum Vitae or Resumes | ? page(s) |
| Exhibit B - Budget Detail and Payment Provisions | 3 page(s) |
| Exhibit B - Attachment 1, Budget Summary | ? page(s) |
| Exhibit B - Attachment 2, Budget Detail | ? page(s) |
| Exhibit B - Attachment 3, Rate Sheet | ? page(s) |
| Exhibit C - General Terms and Conditions (GTC 04/2017) | 3 page(s) |
| Exhibit D - Special Terms and Conditions | 5 page(s) |
| Exhibit D - Attachment 1, SB/DVBE Subcontractor Payment Certification | 1 page(s) |
| Exhibit E - Protection of Confidential and Sensitive Information | 2 page(s) |
| Exhibit E - Attachment 1, Non - Disclosure Certification | 1 page |
| Exhibit F - Contractor's Release Form | 1 page |

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

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

CONTRACTOR

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

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

Delta Stewardship Council

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

980 Ninth Street, Suite 1500, Sacramento, CA 95814

**California Department of General
Services Use Only**

☒ Exempt per: WC 85213(b)

Approved as to form

Council Chief of Legal

Date

EXHIBIT A **Scope of Work**

A. Purpose and Description of Services.

1. Purpose.

The Delta Reform Act of 2009 charged the Delta Stewardship Council (Council) to appoint a Delta Independent Science Board (Delta ISB) with oversight of the scientific research, monitoring, and assessment programs that support adaptive management in the Sacramento-San Joaquin Delta (the Delta). Due to the high number of individual programs to review and the limited time to accomplish them, the Delta ISB is meeting its review mandate by bundling known programs into thematic “bins” that tend to follow the current organization of the Delta Plan. To date, the Delta ISB has reviewed, or is in the process of reviewing the following programs:

- the use of research, monitoring, and assessment in ecosystem restoration,
- the use of research, monitoring, and assessment in water supply reliability,
- the use of research, monitoring, and assessment of Delta as a Place,
- levee research, monitoring, and assessment, and
- water quality research, monitoring, and assessment.

The ongoing and completed reviews by the Delta ISB highlight the importance of monitoring in the Delta. These reviews provide recommendations for maintaining or increasing the value of these monitoring efforts in terms of the specific themes covered. Therefore, the Delta ISB has decided to undertake a review of the overall monitoring enterprise in the Delta.

The monitoring enterprise in the Delta ranges across many disciplines in the natural and biological sciences, and extends into the social sciences as well. These programs, while expensive, are important to many regulatory and research activities in the Delta. The monitoring data, in some cases now collected over decades, have improved management and planning decisions. Of key interest to the Delta ISB (and consistent with the provisions of the Delta Reform Act of 2009), monitoring is also an essential part of adaptive management, a vital component of the Delta science enterprise.¹

2. Description of Services.

The Review Process

The Delta ISB review will have two major components. In *Component 1, the Contractor shall* gather and assess information about monitoring programs throughout the Delta, and determine how these programs are being used explicitly or implicitly in supporting adaptive management [Water Code Section 85280(a)(3)].

Component 2 will be an evaluation of the information obtained about the monitoring programs focusing on specific information described below. *Component 2* will be conducted by the Delta ISB as part of their mandate, as described above. Portions of the two components may run in parallel.

Expectation of Work

The Contractor shall compile and organize a comprehensive inventory of current, on-going, and planned Delta monitoring activities in support of adaptive management, and of the management and policy needs related to monitoring programs. The monitoring inventory shall include A) physical, chemical and biological components of the Delta, and B) social and economic drivers² of ecosystem function and processes (e.g., effects of land use and recreational fishing on water quality or aquatic communities).

¹ Science Enterprise refers to the collection of science programs and activities that exist to serve managers and stakeholders in a regional system. The elements of an enterprise range from in-house programs within individual agencies or other organizations to large-scale collaborative science programs funded by governments. Included in this definition is academic research, recognizing that academic researchers often operate independently of management and stakeholder entities. Defined in The Science Enterprise Workshop: Supporting and Implementing Collaborative Science. Proceedings Report (2016).

² Social and economic drivers might include cultural, recreational, agricultural, economic, levee and water infrastructure, risk reduction and climate change related components.

The Delta is defined for this purpose as the 11 counties comprising the Bay-Delta region and the Central Valley of the upper Delta watershed. However, many economic and social factors often extend beyond the Delta. Therefore, the Contractor may consider drivers outside of the Delta if appropriate when developing a proposal.

There are many different approaches with compiling and organizing a comprehensive inventory of Delta monitoring activities, which should be described in the proposal. The end goal for *Component 1* is for the Contractor to produce a report with inventory results, and review and synthesis of the comprehensive monitoring inventory that sets the stage for *Component 2* by the Delta ISB.

The Contractor is expected to communicate progress and seek periodic input from selected members of the Delta ISB during the inventory process and as interim products are developed.

The Contractor may consider the following activities when gathering and assessing information about monitoring programs throughout the Delta to complete *Component 2*.

Activity 1: Prior Monitoring Reviews and Methods Used

The Contractor may consider performing a review of prior monitoring program reviews and methods included in these reviews. This includes, but is not limited to:

- Summary of Current Water Quality Monitoring Programs in the Delta. 2009. Aquatic Science Center. Prepared for the Central Valley Regional Water Quality Control Board and the State Resources Control Board. Retrieved at http://www.waterboards.ca.gov/centralvalley/water_issues/delta_water_quality/delta_regional_monitoring/studies_reports/drmp_wq_monitoring_progs_sum.pdf
- Independent Panel Review of the Delta Regional Monitoring Program (Delta RMP) Monitoring Design Phase I: Initial Review. 2016. A report to the Delta Science Program. Retrieved at <http://deltacouncil.ca.gov/docs/independent-panel-review-delta-regional-monitoring-program-delta-rmp-monitoring-design-phase-i>
- Interagency Ecological Program for the San Francisco Estuary (IEP) Reviews: <http://www.water.ca.gov/iep/activities/reviews.cfm>
- Healthy Waterways Initiative monitoring and communication program in SE Queensland, Australia: <http://hlw.org.au/report-card/monitoring-program>
- The Kissimmee River Restoration Project: <https://www.sfwmd.gov/documents-by-tag/kissdoc>
- Puget Sound Environmental Monitoring Program Review (2014): <https://sites.google.com/a/psemp.org/psemp/monitoring-inventories-gap-analyses>
- The Chesapeake Bay Monitoring Program: <http://www.chesapeakebay.net/about/programs/monitoring>
- Louisiana coastal area monitoring programs: <https://www.usgs.gov/centers/wetland-and-aquatic-research-center-warc/science>
- Other monitoring programs in Washington, Louisiana, California, and other Delta areas

The Contractor may also consider current relevant efforts and trends in environmental data management such as:

- Data Vision White Paper “Enhancing the Vision for Managing California’s Environmental Information,” 2015. Retrieved at <http://deltacouncil.ca.gov/docs/enhancing-vision-managing-california-s-environmental-information-final>
- Open and Transparent Water Data Act (AB1755) and related interim products generated by the Data Management Steering Committee and Interagency Ecological Program Data Utilization Workgroup

These reviews may help with the approach for developing the inventory of Delta monitoring activities. If the Contractor chooses to review prior monitoring efforts, such as those listed above, the Contractor should consider documenting the diversity of review approaches taken in the past, and of lessons learned from these reviews when describing the eventual method taken for developing the inventory of Delta monitoring activities for the Delta ISB.

Activity 2: Inventory of Delta Monitoring Activities & Initial Analysis and Review

The Contractor is expected to compile and organize a comprehensive inventory of Delta monitoring activities, and of policy, management, and agencies' operational needs that monitoring programs are intended to inform. Information about each monitoring program for *Activity 2* may include, but it is not limited to, the following:

- t. The goals and objectives of their monitoring program(s)
- u. Environmental management or compliance concerns being addressed
- v. Description and proportion of activities related to the administrative activities, legal requirements, and/or improvements in environmental management aspects of the program
- w. Geographic coverage, including current and past spatial extent
- x. Linkages for species and processes that are appropriate for monitoring throughout the interconnected Delta, Bay, and Pacific Ocean system, and the upstream Sacramento and San Joaquin rivers
- y. Length of time (temporal longevity) of the program and timetable of changes to it
- z. Group doing data collection (e.g. agency personnel, contractors)
- aa. Time, space, and parameter scales of the monitoring program
- bb. Program costs
- cc. Description of specificity of requirements and flexibility available in conducting monitoring programs
- dd. Quality assurance and control procedures
- ee. Degree of coordination with other agencies and groups doing related monitoring, and description of groups
- ff. Extent of data availability and sharing of data with other agencies and groups doing monitoring, and description of groups
- gg. Level of integration of data with other agencies and groups doing monitoring, and description of groups
- hh. Description of biological components of Delta communities or physical-chemical parameters being measured and how they relate to the purpose of the monitoring program, or for social sciences that can be considered drivers, how parameters being measured relate to management decisions about ecosystem functions and processes
- ii. Descriptions of potential redundancies in information obtained among monitoring programs
- jj. Description of possible ways, if any, to increase efficiencies in information obtained among monitoring programs
- kk. Description of approaches used to achieve a high level of scientific rigor (sampling design, statistical power, etc.) to meet the needs of management and policy decisions
- ll. Description of gaps in monitoring programs needed to meet the needs of management and policy decisions.

Activity 3: Communications with the Delta ISB

The Contractor shall report to the Monitoring Enterprise Review work group of the Delta ISB that is overseeing and developing draft review products at pre-arranged meetings to ensure that the report is organized in a way the Delta ISB finds useful for *Component 2*. The communications should include at least four interactions with the Delta ISB work group, such as at the beginning of the effort to develop the comprehensive inventory methodology and during any completion of any draft products for *Component 1*. The work group generally meets prior to the Delta ISB meetings, and the Contractor may be asked to be available for questions by the full Delta ISB.

Expected Deliverables

The deliverables for *Component 1* inventory are set forth in Exhibit A, Attachment 1 (Detailed Work Plan, Deliverables and Timelines) that shall include:

- a. Interim and final report(s) of the comprehensive inventory of Delta monitoring activities, and of policy, management, and agencies' operational needs that monitoring programs are intended to inform.

Based on the approach taken, the Contractor shall consider drafting multiple reports rather than a single report for different activities in Component 1. Ideas include, but are not limited to

- 1) Interim and final memorandum/report on prior monitoring reviews, lessons learned, and their applicability to the Delta ISB Monitoring Enterprise review.
- 2) Interim and final report on the inventory of the physical, chemical, and biological monitoring programs including all original documentation and references.
- 3) Interim and final report on the inventory of monitoring programs of the social and economic drivers of ecosystem function and processes including all original documentation and references.

- b. Presentations to the Delta ISB.

Expected Timeline

The work as set forth in Exhibit A, Attachment 1 "Detailed Work Plan, Deliverables and Timelines" shall be completed over a twelve month period from the commencement of this agreement. The following items shall be included as well as the three (3) different reports to complete *Component 1*:

Initial Meeting

- Initial Meeting with the Delta ISB to discuss and/or develop the comprehensive inventory methodology.

Interim and Final Report on Prior Reviews and Lessons Learned:

- Contractor delivers interim report on prior monitoring reviews and lessons learned.
- Contractor delivers final report on prior monitoring reviews and lessons learned.

Interim and Final Report on Physical, Chemical and Biological Monitoring Programs:

- Contractor delivers interim report on physical, chemical and biological monitoring programs.
- Contractor delivers final report on physical, chemical and biological monitoring programs.

Interim and Final Report on Social and Economic Drivers of Ecosystem Function and Process:

- Contractor delivers interim report on social and economic drivers of ecosystem function and processes.
- Contractor delivers final report on social and economic drivers of ecosystem function and processes.

Final Presentation:

- Contractor delivers a final presentation of the three individual reports to the Delta ISB.

3. Representatives and Contact Information.

| | |
|---|---------------|
| State Agency: Delta Stewardship Council | Contractor: |
| Section/Unit: | Section/Unit: |
| Representative: | Attention: |
| Address: | Address: |
| Phone: (916) | Phone: |
| Fax: (916) | Fax: |
| Email: | Email: |

If the COUNCIL Representative is changed, then Contractor will be notified via e-mail.

4. Location of Work.

The location for compiling and organizing a comprehensive inventory of current, on-going, and planned Delta monitoring activities, and of management and policy needs related to monitoring programs as identified in Component 1 shall be at the Contractor's discretion. Contractor will provide all necessary working space, equipment and logistical support. No travel or per diem will be reimbursed for these activities in Component 1.

Meetings with Delta ISB, interim and final reports, and presentations shall be carried out in Sacramento, California as coordinated by COUNCIL. Travel and per diem required for these meetings, reports and presentations will be reimbursed, as needed per the State of California travel reimbursement guidelines.

**EXHIBIT A
ATTACHMENT 1
Detailed Work Plan, Deliverables and Timelines**

(The awarded Proposer's Detailed Work Plan, Deliverables and Timelines" details will be included in the final contract.)

Detailed Work Plan, Deliverables and Timelines

Section 1. Detailed Work Plan

Activity 1: Review of Prior Monitoring and Methods Used

Activity 2: Inventory of Delta Monitoring Activities & Initial Analysis and Review

Activity 3: Communications with the Delta ISB

Section 2. Deliverables and Timelines

Deliverables:

Timelines:

Initial Meeting:

Interim and Final Report on Prior Reviews and Lessons Learned:

Interim and Final Report on Physical, Chemical and Biological Monitoring Programs:

Interim and Final Report on Social and Economic Drivers of Ecosystem Function and Process:

Final Presentation:

Report Requirements

Final Meeting Requirements

Section 3. Personnel

COUNCIL'S Project Representative must be consulted and must concur prior to changes and/or re-assignment of Contractor's personnel or subcontractors and subcontractor's personnel.

Exhibit A, Attachment 2
CURRICULUM VITAE - RESUMES

(To be completed upon Award)

EXHIBIT B
Payment Provisions & Budget Detail

1. INVOICING AND PAYMENT

- A. For services satisfactorily rendered according to the scope of work, terms, conditions, and exhibits of this Agreement; and upon receipt and approval of invoices, the COUNCIL agrees to compensate Contractor for actual expenditures incurred in accordance with Exhibit B, Attachments 1 and 2 and with the rates specified in Exhibit B, Attachment 3. The COUNCIL will not accept an invoice for which work has not been completed/approved and will return the invoice as a disputed invoice to the Contractor.
- B. Invoices shall be submitted not more frequently than monthly in arrears after receiving notice of satisfactory completion or acceptance of work by the COUNCIL. Contractor shall submit one (1) copy of the invoice bearing the Agreement Number, including other required information (see item D below), to:

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

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

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

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

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

- Agreement Number.
- Invoice Number.
- Invoice Date.
- Total dollar amount being billed for the statement period including the billing/performance period covered.
- Description of the work performed as shown in Agreement.
- Itemized cost breakdown in the same or greater level of detail as shown in this Agreement.
- Copy of receipts of actual out-of-pocket expenses that were preapproved by the COUNCIL or designee.
- Report expenses attributed to Disabled Veteran Business Enterprise (DVBE) subcontractors or DVBE suppliers at any tier (if applicable). This requirement only applies if the Contractor identified DVBEs for participation during the selection or negotiation process.
- Certified Small Business status only if Contractor is a California Small Business, if applicable.
- Travel Expense Claim (Std. 262) with original receipts not to exceed shown in the Agreement, if applicable.

Federal agencies shall invoice for travel reimbursement at State rates, and make necessary arrangement with their agency to be personally reimbursed for expenses at the available federal rate.

2. STATE BUDGET CONTINGENCY CLAUSE

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

furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the COUNCIL will have the option to either: cancel this Agreement with no liability occurring to the COUNCIL, or offer an Agreement Amendment to Contractor to reflect the reduced amount. Contractor shall be reimbursed for any completed work or work in progress at the time of termination of the agreement if approved by COUNCIL.

3. FEDERALLY-FUNDED CONTRACTS

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

4. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code, Chapter 4.5, commencing with Section 927. An incomplete/disputed invoice will be returned to Contractor per Government Code, Chapter 4.5, Section 927.6. Time specified for prompt payment in Government Code, Chapter 4.5, Section 927.4 commences upon submittal of a completed/undisputed invoice.

5. CONTRACTOR PAYMENT

- A. Contractor will be paid in accordance with Exhibit B, Attachments 1, 2 and 3, upon successful completion of work and final approval from the COUNCIL, not to exceed the total dollar amount of the Agreement inclusive of any expenses, travel and per diem. Such work will be at the direction of the COUNCIL or designee.

Notwithstanding any wording to the contrary, travel reimbursement is not allowed if not specified in Exhibit B, Attachment 2, "Budget Detail".

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

The Std. 262 claim form is available at:

<http://www.osp.dgs.ca.gov/StandardForms/Fill+and+Print+Standard+eforms.htm>.

*For UC Contractors, a comparable form is allowable but it shall not exceed approved State travel rates.

- C. The original receipt must be attached to the claim (Std. 262) before the expense can be reimbursed. No expenses outside the State of California can be reimbursed unless there is prior written authorization from the

COUNCIL. Exceptions are allowed for the Contractor's travel expenses when their headquarters address is out of state.

6. TIMELY SUBMISSION OF FINAL INVOICE

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

7. RECOVERY OF OVERPAYMENTS

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

(To be completed upon Award)
EXHIBIT B: ATTACHMENT 1
Budget Summary

(Title/Description of Services/Agency)

BUDGET SUMMARY

| Activity | Detailed Work Plan, Deliverables and Timelines | Cost |
|---|---|-------------|
| 1 | Review of Prior Monitoring and Methods Used | \$ |
| 2 | Inventory of Delta Monitoring Activities & Initial Analysis and Review | \$ |
| 3 | Communications with the Delta ISB including: <ul style="list-style-type: none"> • Provide and present 3 interim reports to the Delta ISB. • Present and provide 3 final reports to the Delta ISB. • Final Presentation to the Delta ISB. | \$ |
| TOTAL COST OF MONITORING ENTERPRISE REVIEW | | \$ |

(To be completed upon Award)
EXHIBIT B: ATTACHMENT 2
Budget Detail

(Title/Description of Services/Agency)

BUDGET DETAIL

| | Estimated Total |
|--|------------------------|
| Activity 1: Prior Monitoring Reviews and Methods Used | |
| Key Personnel and Staff (Includes salaries and benefits) | \$ |
| Subcontractor's Key Personnel and Staff (Includes salaries and benefits) | \$ |
| Travel and Meetings (Travel expenses and per diem shall be billed in accordance with established state rates.) | \$ |
| Total for Activity 1 | \$ |
| Activity 2: Inventory of Delta Monitoring Activities & Initial Analysis and Review | |
| Key Personnel and Staff (Includes salaries and benefits) | \$ |
| Subcontractor's Key Personnel and Staff (Includes salaries and benefits) | \$ |
| Travel and Meetings (Travel expenses and per diem shall be billed in accordance with established state rates.) | \$ |
| Total for Activity 2 | \$ |
| Activity 3: Communications with the Delta ISB | |
| Key Personnel and Staff (Includes salaries and benefits) | \$ |
| Subcontractor's Key Personnel and Staff (Includes salaries and benefits) | \$ |
| Travel and Meetings (Travel expenses and per diem shall be billed in accordance with established state rates.) | \$ |
| Total for Activity 3 | \$ |
| | |
| Combined Total Budget Detail | \$ |

(To be completed upon Award)
EXHIBIT B: ATTACHMENT 3
Rate Sheet

(Title/Description of Services/Agency)

RATE SHEET

| | | |
|-------------------------------|----------------|------------------------|
| Contractor: | | |
| | Position Title | Hourly Pay Rate |
| | | \$ per hour |
| | | \$ per hour |
| | | \$ per hour |
| | | \$ per hour |
| | | \$ per hour |
| Contractor's Subcontractor 1: | | |
| | Position Title | Hourly Pay Rate |
| | | \$ per hour |
| | | \$ per hour |
| | | \$ per hour |
| | | \$ per hour |
| | | \$ per hour |
| Contractor's Subcontractor 2: | | |
| | Position Title | Hourly Pay Rate |
| | | \$ per hour |
| | | \$ per hour |
| | | \$ per hour |
| | | \$ per hour |
| | | \$ per hour |

EXHIBIT C
(General Terms and Conditions)
GTC 04/2017

GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors

shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services 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 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D
Special Terms and Conditions

1. **EXCISE TAX**

The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages.

2. **DISPUTE RESOLUTION**

Any claim that the Contractor may have regarding the performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the COUNCIL in writing within ten (10) days of discovery of the problem. The Contractor and the COUNCIL or designee will then attempt to negotiate a resolution of the claim, if appropriate, and process an amendment to this Agreement to implement the terms of any such resolution. If the Contractor and the COUNCIL are unable to resolve the dispute, the decision of the COUNCIL or designee will be final, unless appealed to a court of competent jurisdiction. Contractor will continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the language contained within this agreement will prevail over any other language including that of the bid proposal.

3. **ACKNOWLEDGMENT OF CREDIT**

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

4. **STANDARD OF PROFESSIONALISM**

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

5. **TERMINATION WITHOUT CAUSE**

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

6. **COMPUTER SOFTWARE**

If software usage is an essential element of performance under this Agreement, the Contractor certifies that it has appropriate systems and controls in place to ensure that COUNCIL funds will not be used in the performance of this Agreement. Acquisition, operation, or maintenance of computer software during the term of this Agreement must be performed in accordance with all applicable laws and vendor license agreements. Contractor will provide all necessary business productivity or utility software in addition to any required computer equipment, peripherals and proprietary or specialty software when performing services at Contractor location.

7. **RIGHTS IN DATA**

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

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

8. **COPYRIGHT**

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

9. **INTELLECTUAL PROPERTY INDEMNITY**

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

10. **POTENTIAL SUBCONTRACTORS**

Nothing contained in this Agreement or otherwise shall create any contractual relation between the COUNCIL 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 COUNCIL 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 COUNCIL's obligation to make payments to the Contractor. As a result, the COUNCIL shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.

11. **SUBCONTRACTING**

The Contractor is responsible for any work it subcontracts. Subcontracts must include all applicable terms and conditions of this Agreement. Any subcontractors, outside associates, or consultants required by the Contractor in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified in the bid or agreed to during negotiations for this Agreement, or as are specifically authorized by the COUNCIL 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 COUNCIL. 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 COUNCIL determine that the work performed by a subcontractor is substantially unsatisfactory and is not in substantial accordance with the agreement terms and conditions, or that the subcontractor is substantially delaying or disrupting the process of work, COUNCIL may request substitution of the subcontractor.

12. **CONTRACTOR EVALUATION**

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

13. **FORCE MAJEURE**

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

14. **AGENCY LIABILITY**

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the COUNCIL will, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

15. **RENEWAL OF Contractor Certification Clauses**

Contractor will renew the Contractor Certification Clauses (CCC 04/2017) or successor documents every three (3) years or as changes occur, whichever occurs sooner.

16. **CONFLICT OF INTEREST**

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

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

- (a) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- (b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

- (a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into an Agreement 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 Agreement 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 an Agreement 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 Agreement within the 12-month period prior to his or her leaving state service.

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

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

D. Representational Conflicts of Interest: The Contractor must disclose to the COUNCIL any activities by Contractor or subcontractor personnel involving representation of parties, or provision of consultation services to parties, who are adversarial to the COUNCIL. The COUNCIL may immediately terminate this Agreement if the Contractor fails to disclose the information required by this section. The COUNCIL may immediately terminate this Agreement if any conflicts of interest cannot be reconciled with the performance of services under this Agreement.

- E. Financial Interest in Agreements: 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 Agreements:

For consulting services Agreements (see PCC §10335.5), the Contractor and any subcontractors (except for subcontractors who provide services amounting to 10 percent or less of the Agreement price) may not submit a bid/SOQ, or be awarded an Agreement, 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 agreement (see PCC §10365.5).

17. POLITICAL REFORM ACT REQUIREMENTS

If the COUNCIL considers the Contractor to be a “consultant,” i.e., a public official, within the meaning of the Political Reform Act, specifically Government Code §82048 and Title 2, California Code of Regulations §18701:

- A. Form 700 Disclosure: The Contractor shall complete and submit to the COUNCIL an “Assuming Office Statement” Form 700, Statement of Economic Interest, within 30 days of the effective date of the contract, updated both annually and when changes in duties occur. Contractors may access the Form 700 on the Fair Political Practices Commission website, www.fppc.ca.gov. Any questions regarding completion of the Form 700 should be addressed to the FPPC at its website or at (866) 275-3772 (866/ASK-FPPC). Contractor will also be required to submit a “Leaving Office Statement” upon completion of all contract assignments.
- B. Financial Conflict of Interest Prohibition: Contractor must review his or her Form 700 and determine whether, in the light of the interests disclosed, performance under the contract could violate Government Code §87100. Government Code §87100 provides:

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

- C. Consequences of Failure to Comply with Political Reform Act Requirements: Any one of the following shall constitute a breach of this Contract and shall be grounds for immediate termination of this Contract:
- (1) Failure to complete and submit all required Form 700(s) by the appropriate filing deadlines, or respond to any request from the COUNCIL for additional information regarding any Form 700;
 - (2) or Failure to notify COUNCIL of a potentially disqualifying conflict of interest.

18. EVALUATION OF CONTRACTOR

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.

19. AMENDMENTS

- a) This Agreement may be amended upon mutual written consent by both parties for the following:
- 1) To correct incidental or typographical errors, or to make a change in a contact name, address, or contact number.
 - 2) To change the name of the Contractor or assign this Agreement to another contractor as specified within this Agreement.

- 3) To add additional time to complete the performance of this Agreement up to one (1) year.
- 4) For changes in the work made necessary due to unexpected or unforeseen conditions, discovery of errors, or scope of work requiring immediate clarification in order to avoid a work stoppage, or changes of a kind where the extent cannot be determined until completed which may be authorized by the State in writing to Contractor.
- 5) For additional monies at the same rates specified in Exhibit B, Attachments 1, 2 and 3 for changes that arise such as additional scope of work as identified above.

20. SB/DVBE ACTIVITY REPORTS

The Contractor is required to furnish COUNCIL with reports of SB and/or DVBE subcontractor activity. Reports are to be made on a semi-annual basis and must identify the subcontractor, the services performed or commodities used and the total paid to the subcontractor during the period reported. A final activity report is to be submitted prior to the contract expiration date. If multiple SB and/or DVBE subcontractors are providing services or commodities, the Contractor must furnish individual reports for each SB and/or DVBE used.

Reports are due on June 15th and November 1st for each year the contract is in place. At COUNCIL's request, the Contractor shall submit copies of the SB and/or DVBE subcontractor's paid invoices issued for that semi-annual reporting period or final report.

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

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

Reports shall be made using the Small Business and Disabled Veteran Business Enterprise Activity Report form, Exhibit D, Attachment 1. All reports shall be made to the Delta Stewardship Council's SB/DVBE Advocate as follows:

By mail to:

Delta Stewardship Council
Business Services Office
Attn: SB/DVBE Advocate
890 Ninth Street, Suite 1500
Sacramento, CA 95814

21. CONTRACTOR CERTIFICATION OF PAYMENTS TO SMALL BUSUBESS AND DVBE SUBCONTRACTOR(S)

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

Contractor Certification must be made using COUNCIL's "Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) Subcontractor Payment Certification" form on Exhibit E, Attachment 1.

EXHIBIT D, Attachment 1

SMALL BUSINESS (SB) AND DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) SUBCONTRACTOR PAYMENT CERTIFICATION

As Contractor of record for the Delta Stewardship Council, Contract number (to be completed by COUNCIL upon award, if any), I certify, in accordance with Government Code 14841 and Military and Veteran Code § 999.5, that pursuant to the terms and conditions of the contract, all payments have been made to the Small Business or DVBE firm(s) listed below for commodities or services rendered as the SB or DVBE subcontractor(s) of record. I understand certification must be made to the Delta Stewardship Council within 60 days of receiving final payment under this Agreement. I further understand and acknowledge that falsification of this Certification may result in the imposition of civil or criminal penalties for not less than \$2,500 or more than \$25,000 for each violation.

Please copy this form to include as many Small Businesses or DVBE firms as necessary. Authorized signatures and information are required on each separately submitted form. Return to: Delta Stewardship Council, Business Services Attn: Terry Smith, SB/DVBE Advocate, 890 Ninth Street, Suite 1500, Sacramento, CA 95814

SMALL BUSINESS/DVBE SUBCONTRACTOR INFORMATION

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

SMALL BUSINESS/DVBE SUBCONTRACTOR INFORMATION

| SB/DVBE Subcontractor | Street Address | City | State | Zip | Amount Paid | Participation Achieved |
|-----------------------|----------------|------|-------|-----|-------------|------------------------|
| | | | | | | % |
| | | | | | | % |
| | | | | | | % |
| | | | | | | % |
| | | | | | | % |

| | | | |
|---------------------|--|---------------------|--|
| Printed Name | | Signature: | |
| Title: | | Report Date: | |

EXHIBIT E
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 COUNCIL pursuant to an agreement, purchase order, research agreement, grant or loan agreement, joint powers agreement, public works contract, or other contractual vehicle (collectively "Agreement"). 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 agreement, or other legal relationship with Contractor to carry out the terms of the Agreement.
2. This Exhibit shall apply to all Contractors the terms of whose Agreements with the Department require or permit access to Confidential or Sensitive Information in conducting business with the Department or performing duties under an Agreement 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 Agreement, 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 Agreement, 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 Agreement and for imposition of civil and criminal penalties.

EXHIBIT E, ATTACHMENT 1
Non – Disclosure Certification

Contractor hereby certifies their understanding that access to Confidential and Sensitive Information is provided to them pursuant to the terms and restrictions of the Protection of Confidential and Sensitive Information, Exhibit E of this Agreement. Contractor hereby agrees to be bound by those terms and restrictions. Contractor understands 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. Contractor acknowledges that a violation of this certificate may result in termination of the Agreement and/or imposition of civil or criminal penalties.

EXHIBIT F
Contractor's Release

Instructions to Contractor:

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

Submission of Final Invoice

Pursuant to **Agreement number** _____ entered into between Delta Stewardship Council (COUNCIL) and the Contractor (identified below) the Contractor does acknowledge that final payment has been requested via **invoice number(s)** _____ in the **amount(s) of \$** _____ and **dated** _____. If necessary enter "See Attached" in the appropriate blocks and attach a list of invoice numbers dollar amounts and invoice dates.

Release of all Obligations

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

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowance of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the COUNCIL.

All expense and accounting records related to the above referenced Agreement must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said Agreement.

Reminder to Return State Equipment/Property (If Applicable)

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

Patents / Other Issues

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

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

Contractor's Legal Name (as on Agreement): _____

Signature of Contractor or Official Designee: _____

Date: _____

Printed Name/Title of Person Signing: _____