INVITATION FOR BID

BID BOOKLET
For
Department of Parks and Recreation

PLANS AND SPECIFICATIONS
Chemical Toilet Rental And/Or Services
North Coast Redwoods District
Del Norte County, CA
July 2026

C26635001

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION
North Coast Redwoods District
Eureka, California

Small Business (SB) Notice

5% Small Business Preference

1. What is a California Certified Small Business (SB)?

a) For a business to be considered a Small Business (SB), they must be certified with the State of California - Department of General Services in accordance with California Code of Regulations, Title 2, Section 1896.94.

b) <u>Your business may be eligible if it meets all of the following*:</u>

1. Must be independently owned and operated.
2. Cannot be dominant in its field of operation.
3. Must have its principal office located in California.
4. Must have its owners (or officers in the case of a corporation) domiciled in California.
5. Together with its affiliates, be either:
   - ° A business with 100 or fewer employees, and an average annual gross receipts of $16 million or less over the previous three tax years, or
   - ° A manufacturer with 100 or fewer employees.
6. Microbusiness: A small business will automatically be designated as a microbusiness if gross annual receipts, together with all affiliates, are less than $5,000,000 or, the small business is a manufacturer with 25 or fewer employees.

* For additional details visit the Department of General Services (DGS) website.

2. What is the SB Preference?

a) State law allows certified small business (SB) and microbusiness (MB) firms to receive a 5% bidding preference on applicable state solicitations. The 5% preference is also available for non-certified businesses who subcontract 25% of contract amount with a certified SB/MB.

b) The effect of the preference is to help SBs/MBs be more competitive in the bid process, thereby enhancing state contract awards directly or indirectly to SB/MB. The preference is only used for computation purposes to determine the winning bidder, the contract is awarded at the actual bid amount.

3. In no event shall the SB preference or non-SB subcontracting reference exceed $50,000 in any single bid.

4. How does the 5% Small Business (SB) Preference Work?

a) The following example shows how the 5% preference computation works, and how it is used to determine a successful bidder.

Bidder	Bid Amount	Bid After 5% Preference	Small Business Status
1	$30,750	$30,750	Claims small business status, but is not CA certified
2	$28,975	$28,975	Does not claim to be a small business
3	$29,520	$29,520	Claims small business status, but their CA certification has expired
4	$29,870	$28,421	Claims small business and is CA Certified

b) Computation Method for example 4-a:

1. Five percent is applied to the **lowest (non-certified small business)** responsible bid ([Bidder 2] $28,975 x .05 = $1448.75).
2. The preference amount ($1,448.75) is subtracted from the certified small business (Bidder 4's) bid amount ($29,870 - $1,448.75 = $28,421.25).
3. Bidder 4's computed total is $28,421.25, making them the lowest bidder.
4. The contract is awarded to Bidder 4 for $29,870.

c) NOTE: *The 5% SB preference is applied to currently certified and registered small businesses and is used for bid evaluation purposes and* ***does not alter the bid's actual amount****.*

5. Documentation

a) Bidders must provide a printout from the State's SB/DVBE vendor system showing your certification and expiration date from the following web site. www.Caleprocure.ca.gov

b) If a non-certified firm is claiming the SB Preference based on subcontracting at least 25% of the contract to a certified SB/MB, you must include a complete GSPD 05-105 with your bid. An evaluated bid under the 25% SB subcontracting qualification cannot displace a certiffied and registered SB.

c) At completion of peformance and when SB participation was included toward SB goals under this contract, then the contractor must complete and submit form DPR 489 to the State's designated representative under this contract and within the time specified within the contracting documents or within 60 days of receipt of final payment, which ever is sooner.

6. Verification

Information submitted by the bidders to claim the SB Preference will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the 2 CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and/or contract termination.

7. To locate SB/MB contractors:

a) Contact the department's contracting official named in this solicitation for any SB/MB contractors who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify SB/MB contractors for the solicitation. You may also contact the department's SB/DVBE Advocate for assistance: www.parks.ca.gov/advocate.

b) Access the list of all certified SB/MBs by using the Department of General Services, Procurement Division (DGS-PD) online certified firm database at: www.Caleprocure.ca.gov

c) Search by "Keywords" or United Nations Standard Products and Services Codes (UNSPSC) that apply to the elements of work you want to subcontract to a SB/MB.

d) Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: www.Caleprocure.ca.gov

8. Information

The State of California, Department of General Services, Procurement Division, Office of Small Business and DVBE Services (OSDS) offers many services that assist contractor/business owners with a variety of information designed to streamline the State contracting process. OSDS also certifies SB/MB contractors. For more information, please contact OSDS to find out more:

The State of California	www.dgs.ca.gov/PD/Contact
Department of General Services	Receptionist: (916) 375-4940
Office of Small Business and DVBE Services	24-hour recording: (916) 322-5060
707 Third Street, First Floor – Room 400	FAX: (916) 375-4950
West Sacramento, CA 95605	OSDSHelp@dgs.ca.gov

Disabled Veteran Business Enterprise (DVBE) Notice

DVBE Incentive for Invitation For Bid (IFB)
(Participation Requirement Waived)

1. Bidder's attention is directed to the Disabled Veteran Business Enterprise (DVBE) Participation Requirement for bidders, as outlined in the accompanying bid package.

The DVBE Participation Requirement for this solicitation has been waived – however the DVBE Incentive still applies.
There is no minimum DVBE participation requirement for this solicitation.

2. **What is a Disabled Veteran Business Enterprise (DVBE)?**

   a. For a business to be considered a Disabled Veteran Business Enterprise (DVBE), they must be certified with the State of California - Department of General Services in accordance with California Code of Regulations, Title 2, Section 1896.94. Please see the following website for more information about DVBE certification benefits and eligibility requirements:

   www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Apply-for-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise

   b. Only DVBEs who perform a commercially useful function relevant to this solicitation, may be used to satisfy the DVBE incentive program requirements.

3. **Commercially Useful Function Definition**

   a. 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.

   b. A person or entity must perform a commercially useful function (CUF) as defined under Military and Veterans Code (MVC) §999.

   c. 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.

4. **What is the DVBE Incentive Program?**

   a. The DVBE Incentive Program was established by statute and applies to contracts solely financed by State funds. This program is separate from the DVBE Participation Program. The incentive is designed to encourage bidders to partner with DVBE subcontractors.

b. The incentive may be combined with other incentives and preferences up to an established cap of $100,000.00. **The incentive is used only for evaluation purposes and does not alter the amounts of the actual bids.**

5. Reporting Requirement

a. If, for this agreement, a contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, within 60 days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in this agreement) the contractor must certify in a report to the awarding department:

   i) the total amount the prime contractor received under the contract
   ii) the name and address of the DVBE(s) that participated in the performance of the contract
   iii) the amount each DVBE received from the prime contractor
   iv) that all payments under the contract have been made to the DVBE(s)
   v) the actual percentage of DVBE participation that was achieved

b. You will be required to report to DPR the actual dollars spent with each DVBE subcontractor on form STD. 817. If awarded the contract you will receive this form at the completion of the contract. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Military & Veterans Code (M&VC) § 999.5(d)).

6. Who is eligible to receive the incentive?

a. Any responsive and responsible bidder who has attained .01% DVBE participation or higher with a registered and certified DVBE.

7. Documentation

a. Bidders must document DVBE participation commitment by completing and submitting the following forms:

   1) GSPD 05-105, Bidder Declaration: The GSPD 05-105 is used to document the proposed prime contractor and subcontractors, including their roles and responsibilities. **The form must be submitted with the bid package.** If there is a discrepancy between the dollar amount and percentage of bid for DVBE participation then the percentage shall prevail.

   2) DGS PD 843, DVBE Declaration: All disabled veteran owners and disabled veteran managers of the DVBE must complete the form and submit it with the bid package. A DGS A DGS PD 843 needs to be submitted by every DVBE supplier who is part of a bid whether they are the prime contractor or subcontractor.

b. Bids that fail to submit the completed required forms to confirm the level of DVBE participation will not be eligible to receive the DVBE incentive. Clerical and typographical errors on these forms may be corrected at the State's sole discretion.

c. Information submitted by the bidders to claim the DVBE incentive(s) will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the 2 CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and/or contract termination.

8. How does the DVBE Incentive Program Work?

a. The DVBE incentive is used only for evaluation purposes to determine the successful bidder and does not alter the amounts of the actual bids. A dollar cap of $100,000.00 is set for all combined incentives and preferences.

b. For contracts to be awarded based on the Low Price Method, the incentive amount is equal to a percentage of the lowest responsive and responsible bid based on the amount of DVBE participation in the bid being evaluated per Table A below. The Computation Method does not include the small business preference; however, the small business preference may be applied and may affect the application of the incentive and the outcome of the ranking.

c. Table A – Invitation For Bid (IFB) (aka Low Price Method)

Confirmed DVBE Participation of	DVBE Incentive Amount for IFB
5% or more	5% of lowest responsive and responsible bid
4% - 4.99%	4% of lowest responsive and responsible bid
3% - 3.99%	3% of lowest responsive and responsible bid
2% - 2.99%	2% of lowest responsive and responsible bid
.01% - 1.99%	1% of lowest responsive and responsible bid

9. Computation Method

a. Low Price Method

Bidder Name	A	B	C
Original Bid Price	$98,000.00	$102,100.00	$100,000.00
DVBE Participation for certified DVBE Prime or Subcontractors	0%	8%	4.5%
Initial Ranking	1	3	2
DVBE Incentive (from Table A)	n/a	5%	4%
Incentive Amount (% x Lowest Responsive and Responsible Bid Price)	n/a	**$4,900.00** (5% x $98,000)	**$3,920.00** (4% x $98,000)
Adjusted Bid Price (Bidder's Price - Bidder's Incentive Amount)	n/a	**97,100.00** ($102,100 - $4,900)	**96,080.00** ($100,000 - $3,920)
Final Rank:	**3**	**2**	**1**

10. Substitution of Proposed DVBE

a. If awarded the contract, the DVBE subcontractors and/or contractors proposed by bidder must be used unless prior written notice of substitution is provided to the state and the state approves such substitution.

b. The notice must include a minimum of: (1) a written explanation of the reason for the substitution; and (2) an updated GSPD 05-105 must be submitted to the award office of Department of Parks and Recreation. The substitution request must before approved before the substitution can take place.

c. Failure to adhere to at least the DVBE participation proposed by the successful bidder may be cause for contract termination and recovery of damages under the rights and remedies due the state under the default section of the contract.

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

e. Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC § 999.9; Public Contract Code (PCC) § 10115.10, or PCC § 4110 (applies to public works only).

11. To locate DVBE contractors:

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

b. Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD) online certified firm database at:

https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx?psNewWin=true

Search by "Keywords" or United Nations Standard Products and Services Codes (UNSPSC), that apply to the elements of work you want to subcontract to a DVBE.

c. Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at:
www.Caleprocure.ca.gov

d. The State of California, Department of General Services, Procurement Division, Office of Small Business and DVBE Services (OSDS) offers many services that assist contractor/business owners with a variety of information designed to streamline the State contracting process. OSDS also certifies

The State of California
Department of General Services
Office of Small Business and DVBE Services
707 Third Street, First Floor – Room 400
West Sacramento, CA 95605

www.dgs.ca.gov/PD
Receptionist: (916) 375-4940
24-hour recording: (916) 322-5060
FAX: (916) 375-4950
OSDSHelp@dgs.ca.gov

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
DVBE Documentation Checklist

1. The State of California acknowledges the service and sacrifice of its disabled veterans, in part, through the "Disabled Veteran Business Enterprise (DVBE) Participation Program." As mandated bylaw, state agencies have a goal to award at least 3% of their annual contract dollars to certifiedDVBE's.

2. When a firm bids on a state DPR contract that contains DVBE participation, the firm may benefit from the DVBE Incentive program. We encourage all suppliers to obtain as much DVBE participation as possible.

3. **INCOMPLETE DOCUMENTATION (GSPD 05-105 AND DGS PD 843) <u>WILL</u> RESULT IN DISQUALIFICATION FROM FURTHER PARTICIPATION IN THE SELECTION PROCESS FOR THE CONTRACT.**

4. The following checklist is provided to assist bidders with their DVBE participation documentation:

a. GSPD 05-105, Bidder Declaration

☐ All DVBE participation is indicated.

☐ The names of each participating DVBE company is listed with the corresponding percentage of the total bid price for the services/goods to be provided by each subcontractor.

☐ A copy of the printout from eProcurement system showing the company's DVBE certification status.

☐ The DVBE participation percentage listed agrees with the dollar value claimed.

b. DGS PD 843, DVBE Declaration

☐ A completed and signed DGS PD 843 is included with the bid for every DVBE (whether prime contractor or subcontractor) included.

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CHEMICAL TOILET RENTAL AND/OR SERVICE
INVITATION FOR BIDS

Sealed bids will be received by the Department of Parks and Recreation at

North Coast Redwoods District, PO Box 2006, Eureka, CA 95502-2006 (mailing) or

3431 Fort Ave, Eureka, CA 95503 (physical)

until 2:00pm on July 29, 2026 at which time and

place they will be publicly opened and read for performing work as follows:

Provide all labor, materials, tools and equipment necessary to furnish and/or

maintain portable chemical toilet units at Jedediah Smith Redwoods State Park

Campground, 1440 Hwy 199, Crescent City, CA 95531; Del Norte County

The term of this contract, if awarded, shall commence on March 1, 2027 or upon DGS approval, whichever is later

and terminate on October 31, 2029 or 36 months after DGS approval, whichever is later.

No bid will be considered unless it is prepared and submitted in accordance with

the conditions set forth in the Instructions to Bidders for Chemical Toilet Rental and/or

Service.

CHEMICAL TOILET RENTAL AND/OR SERVICE
INSTRUCTIONS TO BIDDERS

1. **Examination of Site:** Prospective bidders may arrange to view the area to be serviced or obtain further information by contacting a representative from the Department of Parks and Recreation at the address noted on the Invitation for Bids.

2. **Bid Price:** Bids shall include the cost of all items mentioned in the specifications, or reasonably inferred therefrom, as necessary to complete all work required within the intent of the contract documents.

   Bids shall include all applicable Federal, State or other tax, together with the cost of all permits, licenses and the like, which may be required under various laws and regulations.

3. **Small Business Preference:** A five percent preference may be claimed on the Bid Form by service firms prequalified as a Certified Small Business or a Certified Microbusiness, or to a non-small business subcontracting 25% or more of the total monetary amount of the bid in supplies and/or labor costs with Certified Small Business subcontractors in accordance with Title 2, Section 1896 of the California Code of Regulations. A business concern desiring information or prequalification should contact the Office of Small Business and DVBE Services (OSDS), 707 Third Street, First Floor - Room 400, West Sacramento, CA 95605, telephone (916) 375-4940.

4. **DVBE:** All bidders whose price exceeds $10,000 shall meet Disabled Veteran Business Enterprise (DVBE) participation requirements as set forth in the enclosed DVBE Notice. Failure to fulfill the DVBE requirements will render the bid non-responsive. A DVBE incentive may also be applied, as explained on the enclosed "notice," if applicable.

5. **Loss Leader:** 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.

6. **Submitting of Bids:** It shall be the responsibility of the bidder to see that a bid is received at the proper time and place. Bids shall be submitted in duplicate and placed in the envelope supplied with the bid form. This envelope shall be sealed and delivered to the place shown on the Invitation for Bids. No bids shall be accepted after the time set for the opening of bids. Facsimile (FAX) responses will not be considered. Any bid received after the time set for the bid opening will be returned to the sender unopened.

7. **Withdrawal of Bids:** Any bid may be withdrawn prior to the hour fixed on the Invitation for Bids, provided a written request for withdrawal is submitted by the bidder or his/her authorized representative and filed at the place shown on the Invitation for Bids. No bid may be withdrawn after the time fixed for the opening of bids.

8. **Public Opening of Bids:** Bids will be publicly opened and read at the time and place indicated on the Invitation for Bids. Bidders or their authorized representatives are invited to be present at the bid opening. In the case of a tie bid, the determination of a successful bidder will be made by a coin toss in the presence of all interested bidders.

9. **Rejection of Bids:** Bids may be rejected if they show any alteration of form, additions not called for, conditioned bids, incomplete bids, or irregularities of any kind. Only those bids which cover all the work called for, and meet all requirements specified will be considered. The State reserves the right to reject any and all bids.

10. **Contract Award:** The contract award, if awarded, will be to the lowest responsible bidder who complies with all the requirements specified in the bid solicitation documents, which include, among others, the Invitation for Bids, Instructions to Bidders for Chemical Toilet Rental and/or Service, Specifications, Bid Form, and when applicable, Additional Instructions to Bidders, and the DVBE Compliance Certification and Documentation.

11. **Contract Documents:** The contract documents consist of the Bid Form, Specifications, Standard Agreement-STD. 213, the DVBE Compliance Certification and Documentation (when applicable), the Certificate of Insurance, and all other documents incorporated into the Standard Agreement by reference.

12. **Execution of Contract:** The contract shall be signed by the successful bidder and returned within ten (10) calendar days after the bidder has received notice that the contract has been awarded.

13. **Payee Data Record:** Included with the contract documents will be a Payee Data Record, STD. 204, which must be completed and signed, then returned to the Department along with the contract documents (this requirement is not applicable if a STD. 204 is already on file with this Department).

14. **Approval of Contract:** The contract agreement in the form of a "Standard Agreement-STD. 213" shall be a binding contract upon the State only after approval by the State.

15. **Rules and Regulations:** Bidders are advised that the work to be performed is within the boundaries of a State Park and all contractors and their employees are subject to the rules and regulations of the State Park Commission as set forth in the California Code of Regulations, Chapter 1, Division 3, Title 14.

16. **Certificate of Insurance:** The Contractor shall furnish a Certificate of Insurance to the Department of Parks and Recreation stating that there is liability insurance and automobile liability insurance. Both shall be presently in effect for the Contractor with a combined single limit (CSL) of not less than one million dollars ($1,000,000) per occurrence.

    The Contractor agrees that the bodily injury insurance and the automobile liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, the Contractor agrees to provide the Department of Parks and Recreation, at least thirty (30) days prior to said expiration date, a new Certificate of Insurance evidencing coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of the Department of Parks and Recreation and the Contractor agrees that no services shall be performed prior to the giving of such approval.

    The Certificate of Insurance shall provide:

    (a) The insurer will not cancel or reduce the insured's coverage without 30 days prior written notice to the State; and

    (b) The State of California, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed for the State of California under this contract; and

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

    Subsequent renewals of the insurance certificate shall be sent to the name and address as identified in the IFB as receiving bid submittals. This name and address shall appear on the certificate as the certificate holder.

17. **Workers' Compensation Insurance:** The Contractor shall be required to secure the payment of workers' compensation to his/her employees in accordance with the provisions of Labor Code Section 3700. The Contractor shall place in effect and maintain in force such insurance for claims under workers' compensation acts and from any other claims for damage to property or personal injury including death, which may arise from operations under this contract; and will hold the State, its officers, employees and agents harmless from all liability for such claims.

18. **Penalties:** Deductions for substandard units as described under Paragraph 13 of the Specifications will be made by dividing the prices bid by the number of days in the operating month to obtain the daily deduction.

    Deductions will be made for services missed on any or all of the units on regular service days as described under Paragraph 17 of the Specifications. Deductions for missed services are made by dividing the amount bid by the number of regular servicing days in the current month.

19. **Payment:** Payment will be made monthly in arrears by the State in accordance with the amounts set forth on the Bid Form for the actual number of units requested in writing by the District Superintendent or his/her representative and the actual amount of service received.

20. **Procedure for Protesting an Award:**

A. Whenever a contract is awarded under the Invitation for Bid (IFB) procedure, but the contract is not to be awarded to the low bidder, the low bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery five working days prior to the award of the contract.

B. After bid opening, all bids shall be available for public inspection. Upon written request by any bidder who has submitted a bid, notice of the proposed award shall be posted in a public place in the office of the originating unit at least five (5) working days prior to awarding the contract.

C. If, prior to the award, any bidder files a protest against the awarding of the contract on the grounds that he/she is the lowest responsible bidder meeting the specifications of the IFB, the contract shall not be awarded until either the protest has been withdrawn or the Department of General Services (DGS), Office of Legal Services (OLS) has decided the matter.

D. Protests of award shall be in writing and filed as follows:

Original written protest to be filed with:

Department of General Services
Office of Legal Services
Attention: Protest Coordinator
707 Third Street, 7th Floor
West Sacramento, CA 95605
Email: OLSProtests@dgs.ca.gov

Copy of the written protest to be served on:

Department of Parks and Recreation (DPR)
Administrative Services Division
Attention: Manager, Contract Services Unit (CSU)
PO Box 942896
Sacramento, CA 94296-0001

E. Within five (5) working days after filing the protest, the protestant shall file a full and complete written statement specifying the grounds for the protest with the OLS.

F. The CSU Manager will provide assistance to the OLS in the disposition process.

21. **Disposition of Protests:** Following receipt of a protest filed as prescribed, the OLS shall determine whether the protest is to be resolved by written submission of material or by public hearing.

22. **Hearing Procedures:**

A. If a public hearing is to be held, the OLS shall set a date, time, and place for the hearing and shall notify all interested parties not less than five (5) calendar days in advance of the hearing.

B. If the protest is to be determined through written submissions, notice shall be sent to all interested parties, each of whom may submit written argument in support of its position.

C. Interested parties are defined as the DPR, the protestant, and the proposed contract awardee.

D. If at any time the OLS finds that a protest is clearly insufficient on its face, entirely without merit, or outside the scope of its jurisdiction, it may make final disposition of the protest immediately.

E. The OLS shall notify all interested parties in writing of its decision within 30 calendar days after submission for decision.

F. The OLS arranges for all hearings to be recorded by a hearing reporter. Any interested party may arrange with the reporter to have a transcript prepared at his or her own cost.

23. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor’s bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

24. Generative Artificial Intelligence

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.
Bidder/Offeror must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such nondisclosure.

Upon notification by a Bidder/Offeror of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State.

Government Code 11549.64 defines “Generative Artificial Intelligence (GenAI)” as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system’s training data.

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

FOR DEPARTMENT USE ONLY	
CONTRACTOR NAME	
AGREEMENT NO. C26635001	PAGE 1 of 4

Exhibit B, Attachment 1

CHEMICAL TOILET RENTAL AND/OR SERVICE BID FORM

DISTRICT NAME AND ADDRESS
Department of Parks and Recreation
North Coast Redwoods District
PO Box 2006
Eureka, CA 95502

BID OPENING	
DATE 7/29/2026	TIME 2:00pm

SAMPLE

NAME OF BUSINESS	PHONE NO. ( )	FAX NO. ( )	EMAIL ADDRESS
BUSINESS ADDRESS		CITY/STATE/ZIP CODE	

SMALL BUSINESS PREFERENCE

A five percent preference will be granted to bidders properly approved as a Certified Small Business (SB) or a Certified Microbusiness (MB), or to a non-small business subcontracting 25% or more of the total monetary amount of the bid in supplies and/or labor costs with Certified Small Business subcontractors in accordance with Title 2, California Code of Regulations, Section 1896, et seq. To qualify as a Certified Small Business, the business must have an approved certification on file with the Office of Small Business and DVBE Services (OSDS), 707 Third Street, First Floor - Room 400, West Sacramento, CA 95605, by 5:00 p.m. on bid opening day.

☐ Claiming preference as a Certified Small Business
(Attach a copy of the SB certification printout from OSDS' website)

☐ Claiming 25% SB subcontractor participation
(Attach form DPR 85, Small Business Subcontractor Participation Worksheet)

☐ Not eligible for SB preference

STATUS OF BUSINESS *(Check appropriate box.)*

☐ Individual

☐ Corporation. State in which incorporated: _____

☐ Partnership. Full names of partners: _____

I hereby propose to provide all labor, materials, tools, and equipment necessary to furnish and/or maintain portable chemical toilet units, complete and ready for use as specified on the back of this form, in accordance with the bid documents and such addenda thereto as may be issued prior to bid opening date.

BIDDER'S SIGNATURE	DATE	PRINTED NAME	TITLE
▶			

FOR DEPARTMENT USE ONLY	
CONTRACTOR NAME	
AGREEMENT NO. C26635001	PAGE 2 of 4

CHEMICAL TOILET RENTAL AND/OR SERVICE BID FORM - Exhibit B, Attachment 1

Bidder completes (D), (E), (G), (J), TOTAL COSTS, and TOTAL BID PRICE.

— *Bidder understands that the quantities below are estimates only, for purposes of comparing bids, and that the State reserves the right to increase or decrease the amount of any item or eliminate any item or items as may be deemed necessary or advisable by the State. Such changes shall not affect the unit price of that item or any other items.*

— *In case of discrepancy between the unit price and the total set forth for the item, the unit price shall prevail. In case of discrepancy between the stipulated totals and the actual sum of the totals, the actual sum of all items shall prevail.*

DISTRICT	PARK UNIT	LOCATION WITHIN PARK UNIT	CHEMICAL TOILET UNITS TO BE MADE OF
North Coast Redwoods District	Jedediah Smith Redwoods SP	Campground - 80's Loop	☑ Fiberglass ☐ Wood ☐ Metal

ESTIMATED REQUIREMENTS FOR CHEMICAL TOILET SERVICE ARE AS FOLLOWS:

ITEM	PERIOD OF SERVICE From	PERIOD OF SERVICE To	TYPE OF Hdcp	TYPE OF Reg	PROVIDED BY	SERVICE DAYS Sun	Mon	Tue	Wed	Thu	Fri	Sat	SERVICE FREQUENCY Weekly	SERVICE FREQUENCY Every Other Week	(A) NO. OF SERVICE DAYS FOR PERIOD	(B) NO. OF TOILETS EACH SERVICE	(C) NO. OF TOILETS SERVICED IN CONTRACT PERIOD [(A)X(B)]	(D) COST PER TOILET PER SERVICE	(E) COST FOR SERVICE PERIOD [(C)X(D)]
1	3/1/2027	5/31/2027	X		Contractor	Sun	Mon	Tue	Wed	Thu	Fri	Sat	X		13	1	13	$	$
2	6/1/2027	9/30/2027	X		Contractor	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Twice a week		36	1	36	$	$
3	10/1/2027	10/31/2027	X		Contractor	Sun	Mon	Tue	Wed	Thu	Fri	Sat	X		4	1	4	$	$
4	3/1/2028	5/31/2028	X		Contractor	Sun	Mon	Tue	Wed	Thu	Fri	Sat	X		13	1	13	$	$
5	6/1/2028	9/30/2028	X		Contractor	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Twice a week		36	1	36	$	$
6	10/1/2028	10/31/2028	X		Contractor	Sun	Mon	Tue	Wed	Thu	Fri	Sat	X		4	1	4	$	$
7	3/1/2029	5/31/2029	X		Contractor	Sun	Mon	Tue	Wed	Thu	Fri	Sat	X		13	1	13	$	$
8	6/1/2029	9/30/2029	X		Contractor	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Twice a week		36	1	36	$	$
9	10/1/2029	10/31/2029	X		Contractor	Sun	Mon	Tue	Wed	Thu	Fri	Sat	X		4	1	4	$	$

TOTAL COST FOR REGULAR SERVICES $

10 ***ADDITIONAL CHEMICAL TOILETS - If requested, the contractor shall furnish the following additional chemical toilets:***

TYPE OF TOILETS	(F) NO. OF EXTRA CHEMICAL TOILETS	(G) COST PER TOILET
☑ Handicapped Accessible ☐ Regular	1	

TOTAL COST FOR ADDITIONAL TOILETS [(F)x(G)] $

11 ***ADDITIONAL SERVICES - If requested, the contractor shall provide the following additional services:***

TYPE OF TOILETS	(H) NO. OF TOILETS PER SERVICE	(I) NO. OF ADDITIONAL SERVICES	(J) COST PER TOILET
☑ Handicapped Accessible ☐ Regular	1		

TOTAL COST FOR ADDITIONAL SERVICES [(H)x(I)x(J)] $

TOTAL BID PRICE ⇨ $

SAMPLE

CHEMICAL TOILET RENTAL AND/OR SERVICE BID FORM - Exhibit B, Attachment 1

Bidder completes (D), (E), (G), (J), TOTAL COSTS, and TOTAL BID PRICE.

FOR DEPARTMENT USE ONLY	
CONTRACTOR NAME	
AGREEMENT NO. C26635001	PAGE 3 of 4

— *Bidder understands that the quantities below are estimates only, for purposes of comparing bids, and that the State reserves the right to increase or decrease the amount of any item or eliminate any item or items as may be deemed necessary or advisable by the State. Such changes shall not affect the unit price of that item or any other items.*

— *In case of discrepancy between the unit price and the total set forth for the item, the unit price shall prevail. In case of discrepancy between the stipulated totals and the actual sum of the totals, the actual sum of all items shall prevail.*

DISTRICT	PARK UNIT	LOCATION WITHIN PARK UNIT	CHEMICAL TOILET UNITS TO BE MADE OF
North Coast Redwoods District	Jedediah Smith Redwoods SP	Campground - 80's Loop	☑ Fiberglass ☐ Wood ☐ Metal

ESTIMATED REQUIREMENTS FOR CHEMICAL TOILET SERVICE ARE AS FOLLOWS:

ITEM	PERIOD OF SERVICE From	PERIOD OF SERVICE To	TYPE OF Hdcp	TYPE OF Reg	PROVIDED BY	SERVICE DAYS	SERVICE FREQUENCY Weekly	SERVICE FREQUENCY Every Other Week	(A) NO. OF SERVICE DAYS FOR PERIOD	(B) NO. OF TOILETS EACH SERVICE	(C) NO. OF TOILETS SERVICED IN CONTRACT PERIOD [(A)X(B)]	(D) COST PER TOILET PER SERVICE	(E) COST FOR SERVICE PERIOD [(C)X(D)]
1	3/1/2027	5/31/2027		X	Contractor	Sun Mon Tue Wed Thu Fri Sat	X		13	2	26	$	$
2	6/1/2027	9/30/2027		X	Contractor	Sun Mon Tue Wed Thu Fri Sat	Twice a week		36	2	72	$	$
3	10/1/2027	10/31/2027		X	Contractor	Sun Mon Tue Wed Thu Fri Sat	X		4	2	8	$	$
4	3/1/2028	5/31/2028		X	Contractor	Sun Mon Tue Wed Thu Fri Sat	X		13	2	26	$	$
5	6/1/2028	9/30/2028		X	Contractor	Sun Mon Tue Wed Thu Fri Sat	Twice a week		36	2	72	$	$
6	10/1/2028	10/31/2028		X	Contractor	Sun Mon Tue Wed Thu Fri Sat	X		4	2	8	$	$
7	3/1/2029	5/31/2029		X	Contractor	Sun Mon Tue Wed Thu Fri Sat	X		13	2	26	$	$
8	6/1/2029	9/30/2029		X	Contractor	Sun Mon Tue Wed Thu Fri Sat	Twice a week		36	2	72	$	$
9	10/1/2029	10/31/2029		X	Contractor	Sun Mon Tue Wed Thu Fri Sat	X		4	2	8	$	$

TOTAL COST FOR REGULAR SERVICES $

10 ***ADDITIONAL CHEMICAL TOILETS - If requested, the contractor shall furnish the following additional chemical toilets:***

TYPE OF TOILETS	(F) NO. OF EXTRA CHEMICAL TOILETS	(G) COST PER TOILET
☐ Handicapped Accessible ☑ Regular	1	

TOTAL COST FOR ADDITIONAL TOILETS [(F)x(G)] $

11 ***ADDITIONAL SERVICES - If requested, the contractor shall provide the following additional services:***

TYPE OF TOILETS	(H) NO. OF TOILETS PER SERVICE	(I) NO. OF ADDITIONAL SERVICES	(J) COST PER TOILET
☐ Handicapped Accessible ☑ Regular	1		

TOTAL COST FOR ADDITIONAL SERVICES [(H)x(I)x(J)] $

TOTAL BID PRICE ⇨ $

SAMPLE

CHEMICAL TOILET RENTAL AND/OR SERVICE BID FORM - Exhibit B, Attachment 1

Bidder completes (D), (E), (G), (J), TOTAL COSTS, and TOTAL BID PRICE.

FOR DEPARTMENT USE ONLY	
CONTRACTOR NAME	
AGREEMENT NO. C26635001	PAGE 4 of 4

— *Bidder understands that the quantities below are estimates only, for purposes of comparing bids, and that the State reserves the right to increase or decrease the amount of any item or eliminate any item or items as may be deemed necessary or advisable by the State. Such changes shall not affect the unit price of that item or any other items.*

— *In case of discrepancy between the unit price and the total set forth for the item, the unit price shall prevail. In case of discrepancy between the stipulated totals and the actual sum of the totals, the actual sum of all items shall prevail.*

DISTRICT	PARK UNIT	LOCATION WITHIN PARK UNIT	CHEMICAL TOILET UNITS TO BE MADE OF
North Coast Redwoods District	Jedediah Smith Redwoods SP	Campground - 80's Loop	☑ Fiberglass ☐ Wood ☐ Metal

ESTIMATED REQUIREMENTS FOR CHEMICAL TOILET SERVICE ARE AS FOLLOWS:

ITEM	PERIOD OF SERVICE From	PERIOD OF SERVICE To	TYPE OF Hdcp	TYPE OF Reg	PROVIDED BY	SERVICE DAYS	SERVICE FREQUENCY Weekly	SERVICE FREQUENCY Every Other Week	(A) NO. OF SERVICE DAYS FOR PERIOD	(B) NO. OF TOILETS EACH SERVICE	(C) NO. OF TOILETS SERVICED IN CONTRACT PERIOD [(A)X(B)]	(D) COST PER TOILET PER SERVICE	(E) COST FOR SERVICE PERIOD [(C)X(D)]
1	Delivery Fee (if needed) (once per year per toilet)					Sun Mon Tue Wed Thu Fri Sat			3	3	9	$	$
2	Pick-up Fee (if needed) (once per year per toilet)					Sun Mon Tue Wed Thu Fri Sat			3	3	9	$	$
3						Sun Mon Tue Wed Thu Fri Sat						$	$
4						Sun Mon Tue Wed Thu Fri Sat						$	$
5						Sun Mon Tue Wed Thu Fri Sat						$	$
6						Sun Mon Tue Wed Thu Fri Sat						$	$
7						Sun Mon Tue Wed Thu Fri Sat						$	$
8						Sun Mon Tue Wed Thu Fri Sat						$	$
9						Sun Mon Tue Wed Thu Fri Sat						$	$

TOTAL COST FOR REGULAR SERVICES $

ADDITIONAL CHEMICAL TOILETS - If requested, the contractor shall furnish the following additional chemical toilets:

ITEM	TYPE OF TOILETS	(F) NO. OF EXTRA CHEMICAL TOILETS	(G) COST PER TOILET
10	☐ Handicapped Accessible ☐ Regular		

TOTAL COST FOR ADDITIONAL TOILETS [(F)x(G)] $

ADDITIONAL SERVICES - If requested, the contractor shall provide the following additional services:

ITEM	TYPE OF TOILETS	(H) NO. OF TOILETS PER SERVICE	(I) NO. OF ADDITIONAL SERVICES	(J) COST PER TOILET
11	☐ Handicapped Accessible ☐ Regular			

TOTAL COST FOR ADDITIONAL SERVICES [(H)x(I)x(J)] $

TOTAL BID PRICE ⇨ $

SAMPLE

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

Department of Parks and Recreation

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

SAMPLE

THROUGH END DATE

3. The maximum amount of this Agreement is:

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

Exhibits		Title	Pages
	Exhibit A	Scope of Work	
	Exhibit B	Budget Detail and Payment Provisions	
	Exhibit C *	General Terms and Conditions	
+			
-			

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 https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Parks and Recreation

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Contractor agrees to provide to the Department of Parks and Recreation (DPR) services as described herein: _____

SAMPLE

2. The services shall be performed at:

3. The services shall be provided during:

4. The project representatives during the term of this Agreement will be:

State Agency:	Department of Parks and Recreation	Contractor:	
Section/Unit:		Section/Unit:	
Attention:		Attention:	
Address:		Address:	
City/State/Zip Code:		City/State/Zip Code:	
Phone:		Phone:	
Fax:		Fax:	
E-mail Address:		E-mail Address:	

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in _____, marked Exhibit B, Attachment 1, which is attached hereto and made a part of this Agreement.

B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

SAMPLE

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to 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 State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

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

4. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following expiration or termination date of this Agreement, unless a later or alternate deadline is agreed to in writing by the project representative. Said invoice should be clearly marked "Final Invoice," thus indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding.

B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the project representative prior to the expiration or termination date of this Agreement.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

5 Disabled Veterans Participation Goals

A. Upon completion of an awarded contract in which a commitment to achieve a DVBE goal was made, the prime contractor that entered into a subcontract with a DVBE is required to complete and submit form STD. 817 within 60 days to certify payment information to the awarding department, in accordance with Military and Veterans Code (M&VC) Section 999.5.

B. For contracts awarded on or after January 1, 2021, pursuant to M&VC Section 999.7, the State shall withhold ten thousand dollars ($10,000) from the final payment, or the full final payment if less than ten thousand dollars ($10,000), until the prime contractor complies with the certification requirements of M&VC Section 999.5. Prime contractors that fail to comply with the certification requirements shall be given notice and allowed to cure the defect. If after 15 calendar days but not more than 30 calendar days from the date of the notice, the prime contractor fails to comply with the certification requirements, the State shall permanently deduct ten thoursand dollars ($10,000) from the final payment, or the full payment if less than ten thousand dollars ($10,000). The withholding applies to all contracts with a DVBE subcontractor.

C. Notwithstanding any other law, an awarding department shall not withhold more than the amount specified on the final payment of any disabled veteran business enterprise contract for the purposes of ensuring compliance with the certification requirements of M&VC 999.5.

SAMPLE

EXHIBIT D — SERVICES
(Standard Agreement with Pollution Liability)

SPECIAL TERMS AND CONDITIONS

1. Insurance Requirements

When Contractor submits a signed agreement to State, Contractor shall furnish to State a Certificate(s) of Insurance and endorsements in compliance with the following requirements:

A. Policy

The Certificate of Insurance shall: (a) be in a form acceptable to State; (b) be written by an insurer acceptable to State; (c) be maintained at Contractor's sole expense; (d) be in full force for the complete term of the agreement; (e) be primary, and not in excess to any insurance carried by State; (f) be furnished to State within fifteen (15) days, upon request.

B. Coverage *(Additional coverage beyond the following, when required, shall be identified through an attachment to this exhibit.)*

General Liability Insurance: Contractor shall procure commercial general liability insurance covering liability arising out of premises operations, products/completed operations, independent contractors, personal/advertising injury and liability assumed under an insured contract with limits not less than $1,000,000 each occurrence, $2,000,000 general aggregate and $2,000,000 products/completed operations aggregate. Said policy shall apply separately to each insured against whom any claim is made or suit is brought subject to Contractor's limits of liability.

Motor Vehicle Liability Insurance: Contractor shall maintain motor vehicle liability insurance with limits not less than $1,000,000 combined single limit each accident. Such insurance shall cover liability arising out of an accident involving a motor vehicle in use by Contractor, including, but not limited to, Contractor owned, hired, and non-owned motor vehicles.

Worker's Compensation and Employer's Liability Insurance: Contractor shall maintain statutory worker's compensation and employer's liability insurance for all of Contractor's employees who will be engaged in the performance of work on the property, including special coverage extensions where applicable.

Pollution Liability Insurance: Contractor shall maintain pollution liability with limits no less than $1,000,000 each incident and $2,000,000 aggregate covering bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs. Coverage shall be for work performed on site as well as during handling and transport of hazardous materials.

The policy must name the State of California, its officers, agents and employees as additional insured, but only with respect to work performed under the contract.

C. Endorsements ***(The following must appear on the Endorsement Page.)***

Additional Insured: That the State of California, its officers, agents, employees and servants are included as additional insured, but only insofar as the operations under this agreement are concerned. The endorsements are to be provided for the general liability and motor vehicle liability policies.

Waiver of Subrogation: When work is performed on State-owned or controlled property the Workers' Compensation and Employers' Liability policy shall be endorsed with a waiver of subrogation endorsement in favor of the State. This endorsement shall also be provided.

SAMPLE

D. Contractor's Additional Responsibilities

Contractor is responsible for any deductible or self-insured retention contained within the insurance program. Contractor shall notify the State within ten (10) days of contractor receiving a notice of cancellation or non-renewal of insurance policies required in this agreement.

Contractor shall ensure that all subcontractors procure insurance meeting the requirements of these provisions.

Upon State's request, Contractor shall provide copies of its Worker's Compensation and Employer's Liability Insurance.

Concurrent with the execution of this agreement, Contractor shall provide to State evidence that the insurance required to be carried by these provisions, including any endorsement affecting the additional insured status, is in full force and effect and that premiums therefore have been paid. At State's discretion, such evidence shall be the appropriate ACORD Form (Certificate of Insurance) or a certified copy of the original policy, including all endorsements.

Upon notification by State of receipt of a notice of cancellation, expiration, or any reduction in coverage, or if the insurer commences proceeding or has proceeding commenced against it, indicating the insurer is insolvent, Contractor shall provide to State evidence of replacement policy at least ten (10) working days prior to the effective date of such cancellation, expiration, or reduction in coverage.

E. Insurance Companies

Insurance companies issuing any of the policies required by these provisions shall have a rating classification of "A-" or better and a financial size category rating of "vii" or better according to the latest edition of the A.M. Best Key Rating Guide. Any other rating classification requires State approval.

All insurance companies issuing any of the policies required by these provisions shall be licensed to do business in the State of California.

F. State Remedies

Should Contractor fail to keep the insurance required to be carried by these provisions in full force and effect at all times, State may in addition to any other remedies State has, terminate this agreement immediately and all payments due or that become due will be withheld until notice is received by State that such insurance has been restored or replaced to full force and effect and that the premiums therefore have been paid to cover a period of time satisfactory to State.

2. Licenses and Permits

Contractor shall be an individual or firm licensed to do business in California and shall obtain at its expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this agreement.

If Contractor is located within the State of California, a business license from the city/county in which it is headquartered is necessary; however, if Contractor is a corporation, a copy of the incorporation documents/letter from the Secretary of State's Office can be submitted. If Contractor is located outside the State of California, Contractor shall submit to State a copy of the business license or incorporation papers for the respective state showing that the company is in good standing within that state.

In the event, any license(s) and/or permit(s) expire at any time during the term of this agreement, Contractor agrees to provide State with a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event Contractor fails to keep in effect at all times all required license(s) and permit(s), State may, in addition to any other remedies it may have, terminate this agreement upon occurrence of such event.

SAMPLE

3. Disputes

Unless otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which cannot be resolved informally shall be decided by the following two-step procedures.

Contractor must provide written notice of the particulars of such disputes to the Project Manager or his/her duly appointed representative. The Project Manager must respond in writing within ten (10) working days of receipt of the written notice of dispute. Should Contractor disagree with the Project Manager's decision, Contractor may appeal to the second level. Pending the decision on appeal, Contractor shall proceed diligently with the performance of this agreement in accordance with the Project Manager's decision. The second level appeal must indicate why the Project Manager's decision is unacceptable, attaching to it Contractor's original statement of the dispute with supporting documents, along with a copy of the Project Manager's response. The second level appeal shall be sent to the Deputy Director of Administrative Services or his/her duly appointed representative. The second level appeal must be filed within fifteen (15) working days of receipt of the Project Manager's decision. Failure to submit an appeal within the period specified shall constitute a waiver of all such right to an adjustment of this agreement. The Deputy Director or designee shall meet with Contractor to review the issues raised. A written decision signed by the Deputy Director or designee shall be returned to Contractor within fifteen (15) working days of the receipt of the appeal.

4. Termination for Convenience

State reserves the right to terminate this agreement subject to 30 days written notice to Contractor. Contractor may submit a written request to terminate this agreement only if State should substantially fail to perform its responsibilities as provided herein.

5. Force Majeure

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

6. Forced, Convict, and Indentured Labor

No foreign-made equipment, materials, or supplies furnished to State pursuant to this agreement may be produced in whole or in part by forced labor, convict labor, or indentured labor. By submitting a bid to State or accepting a purchase order, Contractor agrees to comply with this provision of this agreement.

7. Potential Subcontractors

Nothing contained in this agreement or otherwise, shall create any contractual relation between State and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to 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

SAMPLE

7. Potential Subcontractors (CONTINUED)

directly employed by Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from State's obligation to make payments to Contractor. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

8. Excise Tax *(Solely applicable to certain specified goods or articles manufactured or produced in the Philippines for domestic sale or consumption or for any other disposition and to things imported in to the Philippines.)*

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. California may pay any applicable sales and use tax imposed by another state.

9. Priority Hiring Considerations for Contracts with a Value of $200,000

If the resulting agreement will have a total value of $200,000 or more, Contractor is hereby advised that it will be obligated to give priority consideration in filling vacancies in positions funded by the resulting agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200. This requirement shall not interfere with or require a violation of a collective bargaining agreement, a federal affirmative action obligation for hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.

10. Intellectual Property

Any works developed during and/or pursuant to this agreement by Contractor, including all related copyrights and other proprietary rights therein, as may now exist and/or which hereafter come into existence, shall belong to State upon creation, and shall continue in State's exclusive ownership upon termination of this agreement. Contractor further intends and agrees to assign to State all right, title and interest in and to such materials as well as all related copyrights and other proprietary rights therein.

Contractor agrees to cooperate with State and to execute any document or documents that may be found to be necessary to give the foregoing provisions full force and effect, including but not limited to, an assignment of copyright.

Contractor agrees not to incorporate into or make the works developed, dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (a) obtaining State's prior written permission, and (b) granting to or obtaining for State a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license, to use, reproduce, sell, modify, publicly and privately display and distribute, for any purpose whatsoever, any such prior works.

11. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT E — REFUSE DISPOSAL
(Standard Agreement)

SAMPLE

ADDITIONAL PROVISIONS

Refuse Disposal Service Rate Changes

This contract may be amended by mutual consent of the parties hereto, upon the following: reason:

1. The rates herein may be amended to reflect any additional charges or fees relating to the services under this contract, which may hereinafter be imposed on the Contractor as a result of an action by the local governing body having authority over the disposal site; provided, however, the Contractor establishes to the complete satisfaction of the State the necessity and basis for the increase in the rates. In no event shall the increase in the contract rates exceed the actual costs to the Contractor for the additional charges or fees imposed.

2. Any increase in the contract rates provided for by this section shall become effective upon the date the State receives the Contractor's request, or the date the increase is made effective by the local governing body, whichever is later. The State shall decide whether to amend this contract within one week of the Contractor's written request for amendment.

3. If the State does not agree to amend the contract to cover the additional charges, either party shall have the right to terminate the contract upon giving 15 days' written notice.

Waste Diversion Language

Public Resorces Code Section 41780 mandates all State Agencies to divert from landfills 50% or more of the generated waste through recycling methods. In order for the Department of Parks and Recreation to show compliance with these mandates, the Contractor shall:

1. Adhere to all State and local requirements pertaining to the diversion of waste from landfills. Current requirements can be located at: https://www.calrecycle.ca.gov/recycle/commercial/organics

2. The Contractor will provide a statistical report, acceptable to the State, which identifies actual weight of materials diverted/recycled for the refuse collected during each year of the agreement. This report will be provided to the State's Representative no later than March 1 of each year regardless of when the contract begins or ends.

3. The Contractor will be strictly held to the diversion rates mandated by law. A reportable and credible recycle program must be demonstrated as part of this contract.

4. Provide receipts verifying the delivery date and weight of all organic materials removed to authorized processors as attachments to invoices when submitting for payment.

Organic Waste Collection

SB 1383 mandates the separate collection of organic waste in all jurisdictions. Due to the unique communities and local infrastructure, jurisdictions are responsible for determining how to accomplish this requirement. In order for the Department of Parks and Recreation to maintain compliance with this mandate, the following shall be required for the entirety of this contract:

State Responsibility:

1. The State shall either subscribe to a collection service that the jurisdiction provides, or contract for collection services independently.

2. The State shall be responsible for educating employees and visitors about organic waste prevention and how to properly sort materials into the correct containers.

3. The State shall provide containers for organic waste and recyclables in all areas where disposal containers are provided, except restrooms.

4. Containers must conform to the proper color labeling requirements.

Contractor Responsibility:

1. The Contractor shall adhere to all State and local jurisdiction requirements pertaining to the disposal of organic waste. Current requirements can be located at: https://www.calrecycle.ca.gov/organics/slcp/collection

2. Once collected, the Contractor assumes all responsibility to properly dispose of organic waste pursuant to the methods prescribed by the local jurisdiction.

3. Directly disposing of food waste and organic waste materials at a landfill, unless authorized by the collection services of that jurisdiction, may be cause for termination of this agreement.

SAMPLE

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

DGS PD 843 (Rev. 9/2019)
Formerly STD. 843

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

SECTION 1

Name of certified DVBE: _____ DVBE Ref. Number: _____

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

Solicitation/Contract Number: _____ SCPRS Ref. Number: _____
(FOR STATE USE ONLY)

SECTION 2

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

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

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

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

SAMPLE

_____ _____ _____
(Printed Name of DV Owner/Manager) (Signature of DV Owner/ Manager) (Date Signed)

_____ _____ _____
(Printed Name of DV Owner/Manager) (Signature of DV Owner/Manager) (Date Signed)

Firm/Principal for whom the DVBE is acting as a broker or agent: _____
(If more than one firm, list on extra sheets.) (Print or Type Name)

Firm/Principal Phone: _____ Address: _____

SECTION 3

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

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

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

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

_____ _____ _____
(Printed Name) (Signature) (Date Signed)

_____ _____ _____
(Address of Owner) (Telephone) (Tax Identification Number of Owner)

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

_____ _____ _____
(Printed Name of DV Manager) (Signature of DV Manager) (Date Signed)

PRINT CLEAR

Print Form | Reset Form

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

SAMPLE

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

CITY, STATE, ZIP CODE	**E-MAIL ADDRESS**

Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

- ☐ **SOLE PROPRIETOR / INDIVIDUAL**
- ☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*
- ☐ **PARTNERSHIP**
- ☐ **ESTATE OR TRUST**

CORPORATION (see instructions on page 2)

- ☐ **MEDICAL** *(e.g., dentistry, chiropractic, etc.)*
- ☐ **LEGAL** *(e.g., attorney services)*
- ☐ **EXEMPT** *(e.g., nonprofit)*
- ☐ **ALL OTHERS**

Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity), in which the sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity), in which the sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

___ ___ ___ -___ ___ - ___ ___ ___ ___

OR

Federal Employer Identification Number (FEIN)

___ ___ - ___ ___ ___ ___ ___ ___ ___

Section 4 – Payee Residency Status (See instructions)

☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.

☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.

☐No services performed in California

☐Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE	**TITLE**	**E-MAIL ADDRESS**

SIGNATURE	**DATE**	**TELEPHONE** *(include area code)*

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE	**UNIT/SECTION**
Department of Parks and Recreation	North Coast Redwoods District

MAILING ADDRESS	**FAX**	**TELEPHONE** *(include area code)*
PO Box 2006	707-441-5737	707-445-6547

CITY	**STATE**	**ZIP CODE**	**E-MAIL ADDRESS**
Eureka	CA	95502	jason.norris@parks.ca.gov

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form1099).
NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business name under Business Name.

Business Name – Enter the business name, DBA name, trade, fictitious name, or disregarded LLC name.
Mailing Address – The mailing address is the address where the payee wants information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

SAMPLE

Section 2 – Entity Type

If the Payee in Section 1 is a(n)…	THEN Select the Box for…
Individual ● Sole Proprietorship ● Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships ● Limited Liability Partnerships (LLP) ● and, LLC treated as a Partnership	Partnerships
Estate ● Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc. ● LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) ● LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above ● LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
  - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov
For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to $20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

FOR DEPARTMENT USE ONLY
SUPPLIER ID. (If Known)
UPLOAD TO SUPPLIER RECORD IN FI$Cal

PAYEE DATA RECORD SUPPLEMENT GOODS VS. SERVICES

All suppliers doing business with the Department of Parks and Recreation must complete this form.

Vendor Information

PAYEE'S LEGAL BUSINESS NAME *(Type or Print)*	TAX ID NUMBER

Submission Checklist

Upon completion, submit to the requesting department listed in box/section 6 of the attached STD. 204:

- ☐ STD. 204, Payee Data Record
- ☐ STD. 205, Payee Data Record Supplement (If applicable) (Remit-to Address: different than Mailing, or multiple)
- ☐ DPR 88, Payee Data Record Supplement - Goods vs. Services

Will tangible goods be provided?

☐ **Yes**
Attach:

- ☐ *Seller's Permit (No. _____)*
- ☐ *Certificate of Registration (No. _____)*
- ☐ *NO ATTACHMENT NEEDED*
  - No inventory or sales staff in CA.

☐ **No**
No additional attachments needed.

SAMPLE

Certificate of Acceptance

When doing business with the Department of Parks and Recreation I accept and will abide by the State's IT General Provisions or General Provisions Non-IT Commodities, as applicable, located on the internet at www.pd.dgs.ca.gov/modellang/GeneralProvisions.htm.

Authorized Representative - complete and sign (REQUIRED)

AUTHORIZED REPRESENTATIVE'S SIGNATURE	PRINTED NAME
✍	
EXECUTED IN THE COUNTY AND STATE OF	**DATE**

DPR 88, PAYEE DATA RECORD SUPPLEMENT (GOODS VS. SERVICES) INSTRUCTIONS

All current and potential vendors/suppliers must have completed **both** the STD. 204 and DPR 88 in its entirety prior to commencing business with the Department of Parks and Recreation (DPR). STD. 205 is optional dependent upon remittance information (see form for details).

DEPARTMENT INSTRUCTIONS

Send DPR 88, STD. 204 (with section 6 pre-filled on the STD. 204), and STD. 205 to vendor/supplier for completion. Fill in Supplier ID if known in appropriate box in the top, right corner of the DPR 88. Once forms are returned, check for completeness. Resend to vendor/suppler if necessary until all information, signatures and attachments are included.

Once complete, upload into the FI$Cal Systems Supplier Record for FI$Cal review and approval.

Original forms must be retained in the procurement file at the District/Section level.

DPR 88 COMPLETION INSTRUCTIONS FOR VENDOR/SUPPLIER

Complete **all** required information and return form to the requesting department listed in Box/Section 6 of the STD. 204.

SAMPLE

Upon completion, submit to the requesting department listed in box/section 6 of the attached STD. 204:
☐ STD. 204, Payee Data Record
☐ STD. 205, Payee Data Record Supplement (Remit-to Address: multiple or different than Mailing Address)
☐ DPR 88, Payee Data Record Supplement

check when finished with each form

Will tangible goods be provided?

☐ **Yes** — *If yes, complete the appropriate checkbox below*

Attach:

☐ *Seller's Permit (No. _____)*
☐ *Certificate of Registration (No. _____)*
☐ *NO ATTACHMENT NEEDED - No inventory or sales staff in CA.*

☐ **No** — *If no tangible goods provided, skip to Authorized Representative Section.*

No additional attachments needed.

If you have inventory or sales staff in CA, choose appropriate checkbox, enter permit or certificate no. in space provided, & attach copy of permit/cert.

If you do NOT have inventory or sales staff in CA, check here and no additional attachments are needed.

Authorized Representative - complete and sign (REQUIRED)	
AUTHORIZED REPRESENTATIVE'S SIGNATURE	PRINTED NAME
EXECUTED IN THE COUNTY AND STATE O	DATE

This section must be signed with all boxes/fields completed.

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

FOR DEPARTMENT USE ONLY
AGREEMENT/PAPO NO.

DARFUR CONTRACTING ACT CERTIFICATION

DO NOT COMPLETE OR RETURN THIS FORM IF: Within the previous three years, your company **HAS NOT** had any business activities or other operations outside of the United States.

All other companies, complete Option #1 or Option #2 and return:

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

OPTION #1 - CERTIFICATION

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

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

SAMPLE

COMPANY/VENDOR NAME *(Printed)*	FEDERAL ID NUMBER
BY *(Authorized Signature)* ►	
PRINTED NAME AND TITLE OF PERSON SIGNING	
DATE EXECUTED	EXECUTED IN THE COUNTY AND STATE OF

OPTION #2 - WRITTEN PERMISSION FROM DGS

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

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

COMPANY/VENDOR NAME *(Printed)*	FEDERAL ID NUMBER
INITIALS OF SUBMITTER	
PRINTED NAME AND TITLE OF PERSON INITIALING	

DO NOT COMPLETE THIS FORM UNLESS YOUR COMPANY MEETS THE CRITERIA OF OPTION #1 OR OPTION #2.

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

SAMPLE

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE – PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

SAMPLE

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

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

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

Former State Employees (Pub. Contract Code §10411):

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

SAMPLE

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

SAMPLE

Solicitation Number_____

BIDDER DECLARATION

1. Prime bidder information **(Review attached Bidder Declaration Instructions prior to completion of this form)**:

a. Identify current California certification(s) **(MB, SB, NVSA, DVBE):** _____ **or None** ____ (If "None", go to Item #2)

b. Will subcontractors be used for this contract? **Yes** ___ **No** ___ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

_____

_____

c. If you are a California certified DVBE:
(1) Are you a broker or agent? **Yes** ___ **No** ___
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? **Yes** ___ **No** ___ **N/A** ___

2. If no subcontractors will be used, skip to certification below. Otherwise list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
					☐	☐
					☐	☐
					☐	☐

SAMPLE

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Nonprofit Veteran Service Agency (NVSA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No", proceed to Item #1.c. If "Yes", enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(1)(A) for small microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding this solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

1.c. This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No". The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark "N/A" for "not applicable."

---

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ____ of ____" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page ____ of ____" accordingly.

2. *(continued)* **Column Labels**

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.pd.dgs.ca.gov).

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "**N/A**" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "**Yes**" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "**No**" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page ____ of ____" accordingly.

SAMPLE

State of California – Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

ARTIFICIAL INTELLIGENCE (AI) DISCLOSURE FORM

Instructions for this form are on Page 3.

I. BIDDER CONTACT INFORMATION

BUSINESS NAME | SOLICITATION NUMBER

REPRESENTATIVE NAME | BUSINESS TELEPHONE NUMBER

BUSINESS ADDRESS | CITY | STATE | ZIP CODE

Description of Services:

Describe in detail the services being provided. Include names of products and large language model.

SAMPLE

II. DISCLOSURE

Will you and/or your subcontractor(s) be using or offering AI technology, model, service, or system (collectively, "product") for this product in question?

☐ No. (Skip to Section IIII) ☐ Yes. (Answer 1-5 below)

1. What type of AI is included?

☐ Traditional AI ☐ Generative AI

2. Is the AI required for this product?

☐ No ☐ Yes ☐ Other:

3. What is the model and version of this product?

4. What is the license tier of the AI product, if applicable (free, enterprise, platinum, etc.)?

SAMPLE

5. How is the AI solution delivered: IaaS, PaaS, SaaS, or will it be deployed on-premises? (Indicate if this is a thin client, thick client, web extension, plugin, etc.)

Provide the best contact for information related to questions related to the AI included in the product (if different than the representative listed in Section I.)

NAME	E-MAIL	PHONE NUMBER

III. SIGNATURE

By signing this document, I have identified and reported any AI use in the performance of this product in question.

Signature

Date

Instructions:

The Department of Parks and Recreation (DPR) is required to track and complete risk assessments for any Generative Artificial Intelligence (GenAI) purchases. This document is intended to help DPR identify GenAI and assess the risk related to any GenAI purchases.

Section I:

Bidders shall fill in their contact information.

The DPR staff shall fill out the Description of Services in detail and/or reference the applicable Statement of Work or attachment(s). Include the services to be provided related to AI and include the names of products and large language model. It is important to include as much detail as possible related to any AI aspect of the potential purchase.

Section II:

Bidders shall disclose any aspect of AI related to the purchase.

If "no" is selected, no further information is required in this section.

If "yes" is selected, the Bidder shall fill out answers to questions 1-5. Bidders should provide as much detail as possible related to the AI technology, model, service or system as it relates to what the DPR is soliciting for.

If GenAI is selected and the DPR staff intends to pursue the product, the DPR staff must complete the SIMM 5305-F GenAI Intelligence Risk Assessment, Data Classification section and the Risk Assessment Questionnaire questions a-j; and submit it to ISPO@parks.ca.gov with a cc: to both PMO@parks.ca.gov and DPR-IT.Procurement@parks.ca.gov. Contact ISPO@parks.ca.gov for assistance with completing this assessment.

Upon review, ISPO will contact the DPR staff for more information, if needed, prior to submitting the finalized document to the California Department of Technology.

Procurement efforts will be placed on temporary hold pending CDT approval.

Definitions:

- IaaS – Infrastructure as a Service is a cloud computing model that provides on-demand access to virtualized computing resources like servers, storage, and networking.
- PaaS – Platform as a Service is a cloud computing model that provides a complete platform for developing, running, and managing applications.
- SaaS – Software as a Service a cloud-based software delivery model where users access and use applications over the internet via a subscription rather than purchasing and installing software locally.

Section III:

Bidder signatures are required to certify all provided information on this document is true and accurate to the best of their knowledge.

SAMPLE

Exhibit A, Attachment 1

CHEMICAL TOILET RENTAL AND/OR SERVICE SPECIFICATIONS

1. **Work and Service:** Work and service under this contract consists of providing all labor, tools, and equipment to furnish and/or maintain portable chemical toilet units.

2. **Term:** The term of this contract, if awarded, shall commence on 3/1/2027 or upon DGS approval, whichever is later and terminate on 10/31/2029 or 36 months after DGS approval, whichever is later.

3. **Definitions:** The term "unit" as used herein refers to one (1) complete toilet building, each consisting of one (1) urinal, one (1) commode, and one (1) tank (75 gallon minimum).

   The term "furnish" as used in the Bid Form and elsewhere in these Specifications includes the delivery of the chemical toilet unit to the State Parks listed on the Bid Form.

4. **Toilet Building:** The building shall be a patented chemical-type toilet mounted on suitable skids. Minimum wall thickness shall be 3/16" polyethelene.

   Interior and exterior colors will be selected by the State, which reserves the right to choose two different exterior colors and one interior color. Colors shall be Green.

5. **Quantity and Placement of Chemical Toilet Units:** The initial quantity of chemical toilet units to be furnished will be ordered in writing by the District Superintendent or his/her representative. Increases or decreases from this quantity will be made only on written order by the District Superintendent or his/her representative. He/she may reject any unit which is determined not to be in conformance with these specifications.

   The contractor will place the toilet units. Specific location will be designated by the District Superintendent or his/her representative.

   Because of necessity, park personnel may move units. The units will be moved in a manner designated by the contractor. Park personnel shall not be held liable for any damage incurred through such movement.

6. **Interior Dimensions:** Interior dimensions shall be a minimum of three feet three inches by three feet three inches (3'3" x 3'3") measured horizontally at one foot (1'0") above seat height. The average unobstructed height above the floor shall be six feet six inches (6'6"). Handicapped accessible units (if requested) shall meet the Americans with Disabilities Act (ADA) Compliance standards for such units.

7. **Entrance Door:** Entrance doors shall close automatically by means of a spring or other self closing device. The approved inside locking device or hook and eye shall be installed five feet (5'0") above the interior floor. The minimum size of the door opening shall be six feet by two feet (6'0" x 2'0"). Handicapped accessible units (if requested) shall meet the ADA Compliance standards for such units

   If outside steps are used, they should be of ample size, firmly fastened, and preferably of one-piece construction.

8. **Vent Pipes:** Each toilet unit shall have a vent running between the chemical chamber and top of the roof. The minimum outside diameter of this vent pipe shall be three inches (3").

9. **Cross Ventilation:** Each toilet shall contain wall, roof, or door openings for ventilation. All such openings shall be fly-proofed by enclosing with metal mosquito screening.

10. **Toilet Facilities:** Toilet facilities shall include one (1) individual urinal and one (1) commode having a hinged water closet seat, manufactured type, with a nonporous surface, in good condition. The urinal shall be set entirely separate from the seat and chemical chamber. The depth of the urinal shall be a minimum of eight inches (8"). Toilet seats shall have a drop take beneath the seat with a minimum length of eight inches (8"). Handicapped accessible units (if requested) shall meet the ADA Compliance standards for such units.

11. **Numbering of Toilet Units:** Each toilet building unit shall be neatly numbered, the minimum size of numbers to be one and one half inches (1-1/2") high.

12. **Signs:** Signs on the units will display the universal logo for unisex--no advertisements.

13. **Overall Appearance of Toilet Units:** Units shall be maintained in top condition during the term of this contract. Units not so maintained, and under the terms of this contract found to be substandard, will be ordered removed at the contractor's expense and replaced with units in a proper state of repair.

    The District Superintendent or his/her representative shall determine and designate which units are substandard and shall give written notice of this fact to the contractor by registered mail, return receipt. A copy of said notice will be retained by the District Superintendent or his/her representative.

    Seven (7) calendar days after the date of written notification, payments on units designated as substandard will cease and such nonpayment will become retroactive to the date of the original notification. Deductions from monthly payments will be made as explained under Paragraph 17 of the Instructions to Bidders for Chemical Toilet Rental and/or Service.

14. **Chemical Solution:** Carrier solutions in chemical toilets shall be of a Bio-Formation type and odor controlling. The products shall be approved for use in this state and shall be bio-degradable. The products shall be non-corrosive and non-pathogenic. The products shall be used as described by the manufacturer of the product. D-Scent meets the requirements of this application. Other products with similar characteristics can be utilized.

15. **Janitorial Service:** Janitorial services to be performed each trip shall consist of (a) pumping the toilets and putting in fresh chemicals, (b) thorough washing and cleaning of interior and exterior of the units, including the walls and floor, (c) replenishing paper supplies, and (d) repair of any damaged facility. Toilets shall be cleaned and pumped in such a manner to prevent spillage of any chemical, water, or waste onto the ground surrounding the units. The interior and exterior of toilet units shall be kept free of obscene or profane writings and drawings.

16. **Deodorants, Disinfectants and Paper Supplies:** Each unit shall have a deodorant block at all times. Additional deodorants, cleaners, and disinfectants shall be supplied by the contractor for maintaining all toilet units.

    On each service trip the contractor shal supply and replenish the following items to full stock:

    ☑ Toilet tissue, folding sheet type with 2 dispenser(s) in each unit.

    ☑ Seat covers with 1 dispenser(s) in each unit.

17. **Servicing Days:** Janitorial service shall be performed in accordance with the schedule on the Bid Form or as ordered in writing by the District Superintendent or his/her representative. When any regular service day falls on a legal holiday, service on that holiday will be required under the terms of this contract. Additional service may be requested by the District Superintendent or his/her representative. Payment for such emergency unit service will be in accordance with the bid price under Item 11.

18. **Heath and Safety:** The toilet units and service equipment shall meet all requirements of the Health and Safety Code of the State of California and of the Del Norte County Code.

19. **Record of Service:** At completion of each service, the service person will leave at the designated office a signed statement verifying the date and time services were completed. At the discretion of the District Superintendent or his/her representative deductions in payment may be made for any services invoiced by the contractor but not listed on this statement. The service person may at his/her option make this statement in duplicate and obtain the signature of a park employee to verify the preparation and submission of the statement to the park unit.

20. **Service Locations:**

Jedediah Smith Redwoods State Park Campground, 1440 Hwy 199 Crescent City, CA 95531

21. **Additional Requirements:**

Toilets are only needed in the campground from the months of March through October of every year. DPR maintenance staff will contact the vendor to schedule a time and date for the toilets to be placed and then again to be picked up when they are not needed anymore, each year throughout the contract.

Bidder's Checklist

Items below must be submitted with your bid. Bids missing this information will be regarded as non-responsive and may be rejected.

_____ Service Contracts Bid Form, DPR 325B in duplicate

_____ Bidder Declaration, GSPD-05-105

_____ Contractor Certification Clause, CCC 04/2017

_____ Disabled Veteran Business Enterprise Declaration DGS PD 843 (if applicable)

_____ DPR 74, Darfur Contracting Act Certification (if applicable)

_____ DPR 97B, Artificial Intelligence (AI) Disclosure Form

Place the bid in a sealed envelope marked **BID- DO NOT OPEN, with the project name and the bid date,** and submit to address by time and date indicated in the Notice to Contractors

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

FOR DEPARTMENT USE ONLY	
CONTRACTOR NAME	
AGREEMENT NO. C26635001	PAGE 1 of 4

Exhibit B, Attachment 1

CHEMICAL TOILET RENTAL AND/OR SERVICE BID FORM

DISTRICT NAME AND ADDRESS
Department of Parks and Recreation
North Coast Redwoods District
PO Box 2006
Eureka, CA 95502

BID OPENING	
DATE 7/29/2026	TIME 2:00pm

NAME OF BUSINESS	PHONE NO. ( )	FAX NO. ( )	EMAIL ADDRESS
BUSINESS ADDRESS		CITY/STATE/ZIP CODE	

SMALL BUSINESS PREFERENCE

A five percent preference will be granted to bidders properly approved as a Certified Small Business (SB) or a Certified Microbusiness (MB), or to a non-small business subcontracting 25% or more of the total monetary amount of the bid in supplies and/or labor costs with Certified Small Business subcontractors in accordance with Title 2, California Code of Regulations, Section 1896, et seq. To qualify as a Certified Small Business, the business must have an approved certification on file with the Office of Small Business and DVBE Services (OSDS), 707 Third Street, First Floor - Room 400, West Sacramento, CA 95605, by 5:00 p.m. on bid opening day.

☐ Claiming preference as a Certified Small Business
(Attach a copy of the SB certification printout from OSDS' website)

☐ Claiming 25% SB subcontractor participation
(Attach form DPR 85, Small Business Subcontractor Participation Worksheet)

☐ Not eligible for SB preference

STATUS OF BUSINESS *(Check appropriate box.)*

☐ Individual

☐ Corporation. State in which incorporated: _____

☐ Partnership. Full names of partners: _____

I hereby propose to provide all labor, materials, tools, and equipment necessary to furnish and/or maintain portable chemical toilet units, complete and ready for use as specified on the back of this form, in accordance with the bid documents and such addenda thereto as may be issued prior to bid opening date.

BIDDER'S SIGNATURE	DATE	PRINTED NAME	TITLE
►			

FOR DEPARTMENT USE ONLY	
CONTRACTOR NAME	
AGREEMENT NO. C26635001	PAGE 2 of 4

CHEMICAL TOILET RENTAL AND/OR SERVICE BID FORM - Exhibit B, Attachment 1

Bidder completes (D), (E), (G), (J), TOTAL COSTS, and TOTAL BID PRICE.

— *Bidder understands that the quantities below are estimates only, for purposes of comparing bids, and that the State reserves the right to increase or decrease the amount of any item or eliminate any item or items as may be deemed necessary or advisable by the State. Such changes shall not affect the unit price of that item or any other items.*

— *In case of discrepancy between the unit price and the total set forth for the item, the unit price shall prevail. In case of discrepancy between the stipulated totals and the actual sum of the totals, the actual sum of all items shall prevail.*

DISTRICT	PARK UNIT	LOCATION WITHIN PARK UNIT	CHEMICAL TOILET UNITS TO BE MADE OF
North Coast Redwoods District	Jedediah Smith Redwoods SP	Campground - 80's Loop	☑ Fiberglass ☐ Wood ☐ Metal

ESTIMATED REQUIREMENTS FOR CHEMICAL TOILET SERVICE ARE AS FOLLOWS:

ITEM	PERIOD OF SERVICE From	PERIOD OF SERVICE To	TYPE OF Hdcp	TYPE OF Reg	PROVIDED BY	SERVICE DAYS	SERVICE FREQUENCY Weekly	SERVICE FREQUENCY Every Other Week	(A) NO. OF SERVICE DAYS FOR PERIOD	(B) NO. OF TOILETS EACH SERVICE	(C) NO. OF TOILETS SERVICED IN CONTRACT PERIOD [(A)X(B)]	(D) COST PER TOILET PER SERVICE	(E) COST FOR SERVICE PERIOD [(C)X(D)]
1	3/1/2027	5/31/2027	X		Contractor	Sun Mon Tue **Wed** Thu Fri Sat	X		13	1	13	$	$
2	6/1/2027	9/30/2027	X		Contractor	Sun Mon Tue **Wed** Thu **Fri** Sat	Twice a week		36	1	36	$	$
3	10/1/2027	10/31/2027	X		Contractor	Sun Mon Tue **Wed** Thu Fri Sat	X		4	1	4	$	$
4	3/1/2028	5/31/2028	X		Contractor	Sun Mon Tue **Wed** Thu Fri Sat	X		13	1	13	$	$
5	6/1/2028	9/30/2028	X		Contractor	Sun Mon Tue **Wed** Thu **Fri** Sat	Twice a week		36	1	36	$	$
6	10/1/2028	10/31/2028	X		Contractor	Sun Mon Tue **Wed** Thu Fri Sat	X		4	1	4	$	$
7	3/1/2029	5/31/2029	X		Contractor	Sun Mon Tue **Wed** Thu Fri Sat	X		13	1	13	$	$
8	6/1/2029	9/30/2029	X		Contractor	Sun Mon Tue **Wed** Thu **Fri** Sat	Twice a week		36	1	36	$	$
9	10/1/2029	10/31/2029	X		Contractor	Sun Mon Tue **Wed** Thu Fri Sat	X		4	1	4	$	$
												TOTAL COST FOR REGULAR SERVICES	**$**

10 ***ADDITIONAL CHEMICAL TOILETS - If requested, the contractor shall furnish the following additional chemical toilets:***

TYPE OF TOILETS	(F) NO. OF EXTRA CHEMICAL TOILETS	(G) COST PER TOILET
☑ Handicapped Accessible ☐ Regular	1	

TOTAL COST FOR ADDITIONAL TOILETS [(F)x(G)] $

11 ***ADDITIONAL SERVICES - If requested, the contractor shall provide the following additional services:***

TYPE OF TOILETS	(H) NO. OF TOILETS PER SERVICE	(I) NO. OF ADDITIONAL SERVICES	(J) COST PER TOILET
☑ Handicapped Accessible ☐ Regular	1		

TOTAL COST FOR ADDITIONAL SERVICES [(H)x(I)x(J)] $

TOTAL BID PRICE ⇨ $

FOR DEPARTMENT USE ONLY	
CONTRACTOR NAME	
AGREEMENT NO. C26635001	PAGE 3 of 4

CHEMICAL TOILET RENTAL AND/OR SERVICE BID FORM - Exhibit B, Attachment 1

Bidder completes (D), (E), (G), (J), TOTAL COSTS, and TOTAL BID PRICE.

— *Bidder understands that the quantities below are estimates only, for purposes of comparing bids, and that the State reserves the right to increase or decrease the amount of any item or eliminate any item or items as may be deemed necessary or advisable by the State. Such changes shall not affect the unit price of that item or any other items.*

— *In case of discrepancy between the unit price and the total set forth for the item, the unit price shall prevail. In case of discrepancy between the stipulated totals and the actual sum of the totals, the actual sum of all items shall prevail.*

DISTRICT	PARK UNIT	LOCATION WITHIN PARK UNIT	CHEMICAL TOILET UNITS TO BE MADE OF
North Coast Redwoods District	Jedediah Smith Redwoods SP	Campground - 80's Loop	☑ Fiberglass ☐ Wood ☐ Metal

ESTIMATED REQUIREMENTS FOR CHEMICAL TOILET SERVICE ARE AS FOLLOWS:

ITEM	PERIOD OF SERVICE From	PERIOD OF SERVICE To	TYPE OF Hdcp	TYPE OF Reg	PROVIDED BY	SERVICE DAYS Sun	Mon	Tue	Wed	Thu	Fri	Sat	SERVICE FREQUENCY Weekly	SERVICE FREQUENCY Every Other Week	(A) NO. OF SERVICE DAYS FOR PERIOD	(B) NO. OF TOILETS EACH SERVICE	(C) NO. OF TOILETS SERVICED IN CONTRACT PERIOD [(A)X(B)]	(D) COST PER TOILET PER SERVICE	(E) COST FOR SERVICE PERIOD [(C)X(D)]
1	3/1/2027	5/31/2027		X	Contractor	Sun	Mon	Tue	Wed	Thu	Fri	Sat	X		13	2	26	$	$
2	6/1/2027	9/30/2027		X	Contractor	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Twice a week		36	2	72	$	$
3	10/1/2027	10/31/2027		X	Contractor	Sun	Mon	Tue	Wed	Thu	Fri	Sat	X		4	2	8	$	$
4	3/1/2028	5/31/2028		X	Contractor	Sun	Mon	Tue	Wed	Thu	Fri	Sat	X		13	2	26	$	$
5	6/1/2028	9/30/2028		X	Contractor	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Twice a week		36	2	72	$	$
6	10/1/2028	10/31/2028		X	Contractor	Sun	Mon	Tue	Wed	Thu	Fri	Sat	X		4	2	8	$	$
7	3/1/2029	5/31/2029		X	Contractor	Sun	Mon	Tue	Wed	Thu	Fri	Sat	X		13	2	26	$	$
8	6/1/2029	9/30/2029		X	Contractor	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Twice a week		36	2	72	$	$
9	10/1/2029	10/31/2029		X	Contractor	Sun	Mon	Tue	Wed	Thu	Fri	Sat	X		4	2	8	$	$

TOTAL COST FOR REGULAR SERVICES $

ADDITIONAL CHEMICAL TOILETS - If requested, the contractor shall furnish the following additional chemical toilets:

ITEM	TYPE OF TOILETS	(F) NO. OF EXTRA CHEMICAL TOILETS	(G) COST PER TOILET
10	☐ Handicapped Accessible ☑ Regular	1	

TOTAL COST FOR ADDITIONAL TOILETS [(F)x(G)] $

ADDITIONAL SERVICES - If requested, the contractor shall provide the following additional services:

ITEM	TYPE OF TOILETS	(H) NO. OF TOILETS PER SERVICE	(I) NO. OF ADDITIONAL SERVICES	(J) COST PER TOILET
11	☐ Handicapped Accessible ☑ Regular	1		

TOTAL COST FOR ADDITIONAL SERVICES [(H)x(I)x(J)] $

TOTAL BID PRICE ⇨ $

FOR DEPARTMENT USE ONLY	
CONTRACTOR NAME	
AGREEMENT NO. C26635001	PAGE 4 of 4

CHEMICAL TOILET RENTAL AND/OR SERVICE BID FORM - Exhibit B, Attachment 1

Bidder completes (D), (E), (G), (J), TOTAL COSTS, and TOTAL BID PRICE.

— *Bidder understands that the quantities below are estimates only, for purposes of comparing bids, and that the State reserves the right to increase or decrease the amount of any item or eliminate any item or items as may be deemed necessary or advisable by the State. Such changes shall not affect the unit price of that item or any other items.*

— *In case of discrepancy between the unit price and the total set forth for the item, the unit price shall prevail. In case of discrepancy between the stipulated totals and the actual sum of the totals, the actual sum of all items shall prevail.*

DISTRICT	PARK UNIT	LOCATION WITHIN PARK UNIT	CHEMICAL TOILET UNITS TO BE MADE OF
North Coast Redwoods District	Jedediah Smith Redwoods SP	Campground - 80's Loop	☑ Fiberglass ☐ Wood ☐ Metal

ESTIMATED REQUIREMENTS FOR CHEMICAL TOILET SERVICE ARE AS FOLLOWS:

ITEM	PERIOD OF SERVICE From	PERIOD OF SERVICE To	TYPE OF Hdcp	TYPE OF Reg	PROVIDED BY	SERVICE DAYS	SERVICE FREQUENCY Weekly	SERVICE FREQUENCY Every Other Week	(A) NO. OF SERVICE DAYS FOR PERIOD	(B) NO. OF TOILETS EACH SERVICE	(C) NO. OF TOILETS SERVICED IN CONTRACT PERIOD [(A)X(B)]	(D) COST PER TOILET PER SERVICE	(E) COST FOR SERVICE PERIOD [(C)X(D)]
1	Delivery Fee (if needed) (once per year per toilet)					Sun Mon Tue Wed Thu Fri Sat			3	3	9	$	$
2	Pick-up Fee (if needed) (once per year per toilet)					Sun Mon Tue Wed Thu Fri Sat			3	3	9	$	$
3						Sun Mon Tue Wed Thu Fri Sat						$	$
4						Sun Mon Tue Wed Thu Fri Sat						$	$
5						Sun Mon Tue Wed Thu Fri Sat						$	$
6						Sun Mon Tue Wed Thu Fri Sat						$	$
7						Sun Mon Tue Wed Thu Fri Sat						$	$
8						Sun Mon Tue Wed Thu Fri Sat						$	$
9						Sun Mon Tue Wed Thu Fri Sat						$	$

TOTAL COST FOR REGULAR SERVICES $

ADDITIONAL CHEMICAL TOILETS - If requested, the contractor shall furnish the following additional chemical toilets:

ITEM	TYPE OF TOILETS	(F) NO. OF EXTRA CHEMICAL TOILETS	(G) COST PER TOILET
10	☐ Handicapped Accessible ☐ Regular		

TOTAL COST FOR ADDITIONAL TOILETS [(F)x(G)] $

ADDITIONAL SERVICES - If requested, the contractor shall provide the following additional services:

ITEM	TYPE OF TOILETS	(H) NO. OF TOILETS PER SERVICE	(I) NO. OF ADDITIONAL SERVICES	(J) COST PER TOILET
11	☐ Handicapped Accessible ☐ Regular			

TOTAL COST FOR ADDITIONAL SERVICES [(H)x(I)x(J)] $

TOTAL BID PRICE ⇨ $

Solicitation Number C26635001

BIDDER DECLARATION

1. Prime bidder information **(Review attached Bidder Declaration Instructions prior to completion of this form)**:

a. Identify current California certification(s) **(MB, SB, NVSA, DVBE):** _____ **or None** ____ (If "None", go to Item #2)

b. Will subcontractors be used for this contract? **Yes** ___ **No** ___ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

_____

_____

c. If you are a California certified DVBE: (1) Are you a broker or agent? **Yes** ___ **No** ___
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? **Yes** ___ **No** ___ **N/A** ___

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
					☐	☐
					☐	☐
					☐	☐

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Nonprofit Veteran Service Agency (NVSA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No", proceed to Item #1.c. If "Yes", enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

1.c. This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No". The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark "N/A" for "not applicable."

---

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ____ of ____" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page ____ of ____" accordingly.

2. *(continued)* **Column Labels**

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.pd.dgs.ca.gov).

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "**N/A**" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "**Yes**" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "**No**" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page ____ of ____" accordingly.

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

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

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

Former State Employees (Pub. Contract Code §10411):

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

DGS PD 843 (Rev. 9/2019)
Formerly STD. 843

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

SECTION 1

Name of certified DVBE: _____ DVBE Ref. Number: _____

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

Solicitation/Contract Number: _____ SCPRS Ref. Number: _____
(FOR STATE USE ONLY)

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

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

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

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

(Printed Name of DV Owner/Manager)	(Signature of DV Owner/ Manager)	(Date Signed)
(Printed Name of DV Owner/Manager)	(Signature of DV Owner/Manager)	(Date Signed)

Firm/Principal for whom the DVBE is acting as a broker or agent: _____
(If more than one firm, list on extra sheets.) (Print or Type Name)

Firm/Principal Phone: _____ Address: _____

SECTION 3

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

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

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

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

(Printed Name)	(Signature)	(Date Signed)
(Address of Owner)	(Telephone)	(Tax Identification Number of Owner)

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

(Printed Name of DV Manager)	(Signature of DV Manager)	(Date Signed)

PRINT CLEAR

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

FOR DEPARTMENT USE ONLY
AGREEMENT/PAPO NO.

DARFUR CONTRACTING ACT CERTIFICATION

DO NOT COMPLETE OR RETURN THIS FORM IF: Within the previous three years, your company **HAS NOT** had any business activities or other operations outside of the United States.

All other companies, complete Option #1 or Option #2 and return:

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

OPTION #1 - CERTIFICATION

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

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

COMPANY/VENDOR NAME *(Printed)*	FEDERAL ID NUMBER
BY *(Authorized Signature)* ►	
PRINTED NAME AND TITLE OF PERSON SIGNING	
DATE EXECUTED	EXECUTED IN THE COUNTY AND STATE OF

OPTION #2 - WRITTEN PERMISSION FROM DGS

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

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

COMPANY/VENDOR NAME *(Printed)*	FEDERAL ID NUMBER
INITIALS OF SUBMITTER	
PRINTED NAME AND TITLE OF PERSON INITIALING	

DO NOT COMPLETE THIS FORM UNLESS YOUR COMPANY MEETS THE CRITERIA OF OPTION #1 OR OPTION #2.

State of California – Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

ARTIFICIAL INTELLIGENCE (AI) DISCLOSURE FORM

Instructions for this form are on Page 3.

I. BIDDER CONTACT INFORMATION

BUSINESS NAME | SOLICITATION NUMBER

REPRESENTATIVE NAME | BUSINESS TELEPHONE NUMBER

BUSINESS ADDRESS | CITY | STATE | ZIP CODE

Description of Services:

Describe in detail the services being provided. Include names of products and large language model.

II. DISCLOSURE

Will you and/or your subcontractor(s) be using or offering AI technology, model, service, or system (collectively, "product") for this product in question?

☐ No. (Skip to Section IIII) ☐ Yes. (Answer 1-5 below)

1. What type of AI is included?

☐ Traditional AI ☐ Generative AI

2. Is the AI required for this product?

☐ No ☐ Yes ☐ Other:

3. What is the model and version of this product?

4. What is the license tier of the AI product, if applicable (free, enterprise, platinum, etc.)?

5. How is the AI solution delivered: IaaS, PaaS, SaaS, or will it be deployed on-premises? (Indicate if this is a thin client, thick client, web extension, plugin, etc.)

Provide the best contact for information related to questions related to the AI included in the product (if different than the representative listed in Section I.)

NAME	E-MAIL	PHONE NUMBER

III. SIGNATURE

By signing this document, I have identified and reported any AI use in the performance of this product in question.

Signature

Date

Instructions:

The Department of Parks and Recreation (DPR) is required to track and complete risk assessments for any Generative Artificial Intelligence (GenAI) purchases. This document is intended to help DPR identify GenAI and assess the risk related to any GenAI purchases.

Section I:

Bidders shall fill in their contact information.

The DPR staff shall fill out the Description of Services in detail and/or reference the applicable Statement of Work or attachment(s). Include the services to be provided related to AI and include the names of products and large language model. It is important to include as much detail as possible related to any AI aspect of the potential purchase.

Section II:

Bidders shall disclose any aspect of AI related to the purchase.

If “no” is selected, no further information is required in this section.

If “yes” is selected, the Bidder shall fill out answers to questions 1-5. Bidders should provide as much detail as possible related to the AI technology, model, service or system as it relates to what the DPR is soliciting for.

If GenAI is selected and the DPR staff intends to pursue the product, the DPR staff must complete the SIMM 5305-F GenAI Intelligence Risk Assessment, Data Classification section and the Risk Assessment Questionnaire questions a-j; and submit it to ISPO@parks.ca.gov with a cc: to both PMO@parks.ca.gov and DPR-IT.Procurement@parks.ca.gov. Contact ISPO@parks.ca.gov for assistance with completing this assessment.

Upon review, ISPO will contact the DPR staff for more information, if needed, prior to submitting the finalized document to the California Department of Technology.

Procurement efforts will be placed on temporary hold pending CDT approval.

Definitions:

- IaaS – Infrastructure as a Service is a cloud computing model that provides on-demand access to virtualized computing resources like servers, storage, and networking.
- PaaS – Platform as a Service is a cloud computing model that provides a complete platform for developing, running, and managing applications.
- SaaS – Software as a Service a cloud-based software delivery model where users access and use applications over the internet via a subscription rather than purchasing and installing software locally.

Section III:

Bidder signatures are required to certify all provided information on this document is true and accurate to the best of their knowledge.