CALIFORNIA HIGHWAY PATROL

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CALIFORNIA STATE TRANSPORTATION AGENCY
BUSINESS SERVICES SECTION
CONTRACT SERVICES UNIT

GAVIN NEWSOM, GOVERNOR

July 13, 2026

File No.: A20561.076.26C285002

Notice to Prospective Bidders

The Department of California Highway Patrol (CHP) invites prospective bidders to review and respond to the attached Invitation for Bids (IFB) Number #**26C285002** entitled, **CHP Yuba-Sutter Area office – Evidence Impound Tow and Storage Services**. When preparing and submitting a bid, compliance with the instructions found herein is imperative.

All Agreements entered into with the State of California will include, by reference, General Terms and Conditions (GTC) that may be viewed and downloaded at this Internet site: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language. If any prospective bidder lacks Internet access, a hard copy of these items can be obtained by contacting the person signing this letter.

If a discrepancy occurs between the information in the advertisement appearing on the Department of General Services, California State Contracts Register (CSCR) on the Cal eProcure website: www.caleprocure.ca.gov., and the information herein, the information in this notice and in the attached IFB shall take precedence.

It is the bidder's responsibility to monitor the website for any changes or updates. Bidders are advised to register at the website: www.caleprocure.ca.gov to receive notification in-reference to any changes or updates to this solicitation, and to receive notification of other bidding opportunities with the State of California.

I. Bid Due Date

Regardless of postmark or method of delivery, the CHP, Business Services Section, Contract Services Unit must receive bid packages no later than the time and date found in the Section B of the attached IFB, entitled "Time Schedule." Refer to the attached IFB for detailed submission requirements.

II. Disabled Veteran Business Enterprise (DVBE) Participation Requirements

California Law requires Disabled Veteran Business Enterprise (DVBE) participation; however, the DVBE participation requirement has been **waived** by CHP for this solicitation. Bidders who opt to utilize DVBE participation are eligible to receive DVBE

incentive. For more information regarding this option, see section M of the IFB entitled "Preference and Incentive Programs."

III. Funding Limit

The proposed agreement is valid and enforceable only if sufficient funds are made available by the Budget Act of the appropriate fiscal year for the purpose(s) of the Agreement. In addition, the proposed Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature, which may affect the provisions, terms, or funding of the agreement in any manner. If full funding does not become available, CHP will either cancel the resulting Agreement or amend it to reflect reduced funding and reduced activities.

IV. Bidder Questions

In the opinion of the CHP, this Invitation for Bids is complete and without need of explanation. However, if questions arise or there is a need to obtain clarifying information, bidders shall submit requests in accordance with the instructions in section D of the IFB entitled "Bidder Questions."

V. 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.

VI. Generative Artificial Intelligence (GenAI)

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 non-disclosure.

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.

Thank you for your interest in the service needs of the Department of California Highway Patrol.

Sincerely,

Juan Acosta

Juan Acosta
Contract Analyst

Enclosures

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Required Attachments

Attachment #	Attachment Name
Attachment 1	Required Attachment/Certification Checklist
Attachment 2	Bid Form
Attachment 3	Non-Small Business Subcontractor Preference Request and Small/Micro Business Subcontractor/Supplier Acknowledgment Form (Attachment 3A)
Attachment 4	California Disabled Veteran Business Enterprise (DVBE) Program; and DGS PD 843, Disabled Veteran Business Enterprise Declarations (Attachment 4A)
Attachment 5	GSPD-05-105, Bidder Declaration
Attachment 6	Client References
Attachment 7	CCC 04/2017, Contractor Certification Clauses
Attachment 8	CHP 116, Darfur Contracting Act
Attachment 9	STD 204, Payee Data Record
Attachment 9A	STD 205, Payee Data Record Supplement
Attachment 10	CHP 78V, Conflict of Interest & Confidentiality Statement – Vendor
Attachment 11	California Civil Right Laws Certification (Unruh)

Proposed Agreement Forms/Exhibits

Form/Exhibit Title	Form/Exhibit Name
STD 213	Standard Agreement
Exhibit A	Scope of Work
Exhibit A-1	Geographical Regions
Exhibit B	Budget Detail and Payment Provisions
Exhibit C	General Terms and Conditions (GTC 02/2025). *View or download at this Internet site:* https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language

Form/Exhibit Title	**Form/Exhibit Name**
Exhibit D	Special Terms and Conditions
Exhibit E	Insurance Requirements
Attachment 1	CHP 234F, Tow Operator/Driver Information
Attachment 2	CHP 234B, Tow Truck Inspection Guide

A. Purpose and Description of Services

The Department of California Highway Patrol (CHP) is soliciting bids from firms that can provide Evidence Impound Tow and Storage Services. Bids must address all of the services described in Exhibit A entitled, "Scope of Work" that is included in the Proposed Agreement Forms/Exhibits section of this IFB. Exhibit A contains a detailed description of the services and work to be performed, as a result of this IFB including those terms in the referenced exhibits.

The CHP intends to make a single agreement award to the responsive and responsible firm offering the lowest bid. This IFB is open to all eligible firms and/or individuals that meet the qualification requirements.

B. Time Schedule

Below is the tentative time schedule for this IFB:

Event	**Date Time (if applicable)**
IFB Released	July 13, 2026
Questions Due	July 20, 2026 @ 9:00 a.m.
Bid Due	July 27, 2026 @ 3:00 p.m.
Bid Opening	July 27, 2026 @ 3:30 p.m.
Proposed Start Date of Agreement	October 1, 2026, or upon CHP approval, whichever is later

C. Agreement Term / Budgetary Limit

The term of the resulting agreement is anticipated to be effective from October 1, 2026 through September 30, 2029. The agreement term may change if CHP makes an award earlier than expected or if CHP cannot execute the agreement in a timely manner due to unforeseen delays. CHP reserves the right to extend the term of the resulting agreement as necessary to complete or continue the services. Agreement extensions are subject to satisfactory performance, funding availability, and possibly approval by Department of General Services (DGS).

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

Budgetary Limit

The agreement will be written for **Two Hundred Thousand Dollars and Zero Cents ($200,000.00)**; however, the CHP makes no commitment, written or implied, to the

number of services requested or required during the term of the Agreement. The CHP does not warranty the amount of funds that would be needed or expended. Payment will be made for actual cost per services rendered and according to Exhibit B.4, Rate Schedule of this agreement.

D. Bidder Questions

Bidders shall immediately notify CHP if clarification is needed regarding the services sought or questions arise about the IFB and/or its accompanying materials, instructions, or requirements. Bidders shall submit questions via email to Juan Acosta at Juan.Acosta@chp.ca.gov. To ensure a response and inclusion in the Questions & Answers (Q&A) document, questions must be received by the scheduled date in Section B, Time Schedule.

Following the question submission deadline, the CHP will post a summary response of the questions and answers to be viewed on the original solicitation on the Cal eProcure website titled **"Questions and Answers to IFB 26C285002"**. CHP reserves the right to contact an inquirer to seek clarification of any inquiry received.

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

1. What to include in an inquiry

a. Inquirer's name, name of firm submitting the inquiry, mailing address, email address, area code and telephone number, and fax number.

b. A description of the subject or issue in question or discrepancy found.

c. IFB section, page number or other information useful in identifying the specific problem or issue in question.

d. Remedy sought, if any.

2. Question deadline

Submit written questions and inquiries no later than the date and time stated in section B of this IFB, entitled "Time Schedule."

CHP will accept questions or inquiries about the following issues up to the bid due date:

a. DVBE participation requirements.

b. How to complete DVBE attachments.

c. The reporting of IFB errors or irregularities.

3. Verbal questions

CHP reserves the right not to accept or respond to verbal questions and inquiries. **Spontaneous verbal remarks provided in response to verbal inquiries are unofficial and are not binding on CHP unless later confirmed in writing.** Any additional requirements shall be issued in the form of an addendum to all potential bidders.

Direct all verbal requests for DVBE assistance to CHP, SB/DVBE Advocate at (916) 843-3627 up to the bid due date.

E. Walk-Through

CHP will not hold a walk-through for this IFB.

F. Reasonable Accommodations

For individuals with disabilities, CHP will provide assistive services such as reading or writing assistance, and conversion of the IFB, questions/answers, IFB addenda, or other administrative notices into Braille, large print, audiocassette, or computer disk. To request copies of written materials in an alternate format, please call the number below to arrange for reasonable accommodations.

Business Services Section, Contract Services Unit	
Telephone number	(916) 843-3610
(TTY) - California Relay telephone number	1-800-735-2929

NOTE: The range of assistive services available may be limited if requestors cannot allow ten (10) or more state working days prior to date the alternate format material is needed.

G. Scope of Work

See **Exhibit A** entitled, "Scope of Work" that is included in the Proposed Agreement Forms/Exhibits section of this IFB. **Exhibit A** contains a detailed description of the services and work to be performed as a result of this IFB.

H. Qualification Requirements

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

1. **License Requirements:** Valid Local City or County Business License.

2. **Subcontracting:** Bidder **must perform at least seventy-five percent (75%) of the services and work to be performed** as described in Exhibit A, Scope of Work".

Bidder may not subcontract more than twenty-five percent (25%) of the services and work to be performed.

3. Bidder must be a Rotation Tow provider in good standing on the CHP Yuba-Sutter Area office Tow Service Agreement (TSA).

4. Contractor shall not have had any suspensions from the Yuba-Sutter Area office CHP TSA within the past one (1) year.

5. Bidders must certify their willingness to comply with all terms and conditions addressed in section N of this IFB, entitled "Agreement Terms and Conditions," including those terms in the referenced exhibits.

6. **Corporations:** Corporations must certify they are in good standing and qualified to conduct business in California.

7. **Expatriate Corporations:** The California Highway Patrol may not enter into any contract with an expatriate corporation per California Public Contract Code 10286.1. Bidders must certify that they are not an expatriate corporation (see Attachment 7, CCC 04/2017, Contractor Certification Clause).

8. **Nonprofit Organizations:** Non-profit organizations must certify they are eligible to claim nonprofit status.

9. Bidders must have a past record of sound business integrity and history of being responsive to past contractual obligations.

10. Before agreement execution, the winning bidder must supply proof of liability insurance that meets the requirements in **Exhibit E**, entitled "Insurance Requirements" that is included in the Proposed Agreement Forms/Exhibits section of this IFB.

11. The successful bidder and all personnel who are assigned to the contract will be subject to a driver license and fingerprint check before access to a CHP facility is authorized. Upon award of a bid, CHP, Business Services Section, Contract Services Unit, will initiate a letter of "Intent to Award" to the prospective Contractor. Contractor will use the letter to report to CHP facility within three (3) business days to initiate the clearance process. The driver license check and fingerprint check through the California Criminal History Information System and Federal Bureau of Investigation will be completed at that time. Upon the initial driver license check returning clear and the receipt of a fully approved contract, services may commence. An adverse finding under the fingerprint check, may at the sole discretion of CHP, result in a requirement for personnel replacement or cancellation of the contract.

I. Bid Format and Content Requirements

1. General instructions

a. Each individual or firm may submit only one (1) bid. For the purposes of this paragraph, "firm" includes a parent corporation of a firm and any other subsidiary of that parent corporation. If a firm or individual submits more than one (1) bid, CHP will reject all bids submitted by that firm or individual.

b. Develop bids by following all IFB instructions and instructions or clarifications in question/answer notices, clarification notices, or IFB addenda.

c. Before preparing a bid, seek timely written clarification of any requirements or instructions that are believed to be vague, unclear or that are not fully understood. Agreement increases will not be allowed due to poor examination of work sites and/or specifications.

d. Arrange for timely delivery of the bid package to the specified address. Bidders are advised not to wait until shortly before the bid submission deadline to submit the bid.

2. Bid format requirements

a. Submit one (1) original bid package. Bid must be complete with a copy of all required attachments and documentation.

b. Bind bid package with a single staple in the upper left-hand corner.

c. Sign applicable IFB attachments/forms in ink, preferably in a color other than black. Have a person who is authorized to bind the bidding firm sign each form that requires a signature. **Signature stamps are not acceptable**. Unsigned bids may be rejected.

3. Bid content requirements

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

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

Complete and assemble the following items listed on Attachment 1 – Required Attachment/Certification Checklist contained herein. After completing and signing the applicable attachments, assemble all items in the order and place them in a **sealed** envelope.

J. Submission of Bids

1. Submission instructions

a. Assemble an original bid package.

b. Place bid package in a single envelope or package. Seal the envelope.

c. Mail or arrange for hand delivery of the bid package to the Department of California Highway Patrol, Business Services Section, Contract Services Unit. Bids may not be transmitted electronically by fax or email.

d. Regardless of postmark or method of delivery, the CHP Business Services Section, Contract Services Unit must receive the bid package by the date and time stated in section B of this IFB, entitled "Time Schedule." **CHP will not publicly open or read late bids.**

e. Label and submit the bid package using one of the following methods.

U. S. Mail/Overnight Express or Hand Delivery:
IFB #26C285002 (Do Not Open) Department of California Highway Patrol Business Services Section, Contract Services Unit, Attn: **Juan Acosta** 601 N. 7th Street Sacramento, CA 95811 Phone: (916) 843-3610

f. **Bidder warning**

1) CHP's internal processing of mail may add 48 hours or more to the delivery time. If the bid package is mailed, consider using certified or registered mail and request a receipt upon delivery.

2) For hand deliveries, allow sufficient time to locate parking. The building designated for hand deliveries is a secure facility; therefore, bidders are required to remain in the lobby. Bidders should notify the clerk at the front desk of the nature of their business. The clerk will notify CHP Business Services Section, Contract Services Unit. Bidders are warned not to surrender their bids in the care of a person other than CHP Contract Services Unit staff.

NOTE: It is the bidder's responsibility to ensure the bid is received by CHP before the bid due date/time. CHP is not responsible for bids received after the bid due date and/or time due to circumstances beyond CHP's control.

2. Proof of timely receipt

a. Upon receipt of bid package, CHP staff will stamp each bid package/envelope with a date/time stamp or handwrite date and time and initial. If a bid package is hand delivered, CHP staff will give a bid receipt to the hand carrier upon request. Bidders are warned not to surrender their bids in the care of a person other than CHP Contract Services Unit staff.

b. To be timely, CHP Business Services Section, Contract Services Unit must receive bid packages at the stated place of delivery no later than the time specified in section B of this IFB, entitled "Time Schedule" on the bid due date. Delivery to the CHP mailroom, to the CHP Area office, or the presence of a U.S. postmark will not serve as proof of timely delivery.

c. CHP will deem late bid packages non-responsive.

3. Bidder costs

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

K. Bid Opening

All bid packages properly received according to the IFB instructions on or before the bid due date will be publicly opened and read at the following address, at the date and time stated in section B of this IFB, entitled "Time Schedule":

Department of California Highway Patrol
Business Services Section
601 N. 7th Street
Sacramento, CA 95811

If you are planning to attend the public bid opening, you must notify the contact person listed in the cover letter of this IFB three (3) working days before the bid opening date specified in section B of this IFB, entitled "Time Schedule". If you and/or your representative require reasonable accommodation to participate in the Public Bid Opening, you must contact the contract analyst identified in this package and identify what reasonable accommodation(s) is required for you to participate.

At the time of the public bid opening, the dollar amount of each bid shall be read. The contract award is subject to a complete review of the entire bid proposal for compliance and adherence to the IFB requirements, verification of all calculations and claimed preferences, and compliance with DVBE Mandatory participation requirements, if applicable.

L. Bid Requirements and Information

1. Non-responsive bids

In addition to any condition previously indicated in this IFB, the following occurrences **may** cause CHP to deem a bid non-responsive.

a. Failure of a bidder to:

1) Meet bid format/content or submission requirements including, but not limited to, the sealing and/or labeling of the bid package.

2) Pass the Required Attachment/Certification Checklist review by not marking "Yes" for each item listed or by not appropriately justifying, to CHP satisfaction, all "N/A" designations.

b. If a bidder submits:

1) A bid that is conditional, materially incomplete or contains material alterations or irregularities of any kind to include obvious erasures.

2) Price information that contradicts the price/cost figures on the Bid Form or submits cost information in a format contrary to the IFB instructions.

3) False, inaccurate, or misleading information or falsely certifies compliance on any IFB attachment.

c. If CHP discovers at any stage of the bid process or upon agreement award that a bidder is unwilling or unable to comply with the agreement terms, conditions and/or exhibits cited in this IFB and/or the resulting agreement.

d. If other irregularities occur in a bid response that are not specifically addressed herein (i.e., the bidder places any conditions on performance of the scope of work, submits a counteroffer/proposal, etc.). Any deviation from the specifications may be cause for rejection of the bid.

2. Bid modifications after submission

a. All bid packages are to be complete when submitted. However, an entire bid package may be withdrawn, and the bidder may resubmit a new bid package.

b. To withdraw and/or submit a new bid package, follow the instructions appearing in the section L of this IFB, entitled "Bid Requirements and Information," Item 4.

3. Bid mistakes

If prior to agreement award, award confirmation, or agreement signing, a bidder discovers a mistake in their bid that renders the bidder unable or unwilling to perform all scope of work services for the price/costs offered, the bidder must immediately notify CHP and submit a written request to withdraw its bid following the procedures set forth in section L of this IFB, entitled "Bid Requirements and Information," Item 4 (b).

4. Withdrawal and/or resubmission of bids

a. Withdrawal deadline

A bidder may withdraw its bid any time prior to the bid due date.

b. Submitting a withdrawal request

1) Submit a written withdrawal request signed by an authorized representative of the bidder.

2) Label and submit the withdrawal request using one of the following methods.

U.S. Mail/ Hand Delivery or Overnight Express:
Withdrawal IFB #26C285002 Department of California Highway Patrol Business Services Section, Contract Services Unit, Attn: **Juan Acosta** 601 N. 7th Street Sacramento, CA 95811 Phone: (916) 843-3610
Fax: (916) 322-3166
Withdrawal IFB #26C285002 Department of California Highway Patrol Business Services Section, Contract Services Unit, Attn: **Juan Acosta** **Fax:** (916) 322-3166
E-mail:
Withdrawal IFB #26C285002 **Juan.Acosta@chp.ca.gov**

3) **For faxed requests,** Bidders must call CHP, Business Services Section, Contract Services Unit at (916) 843-3610 to confirm receipt of a faxed withdrawal request. Follow-up the faxed request by mailing or delivering the signed original withdrawal request within 24 hours after submitting a faxed request.

   An originally signed withdrawal request is generally required before CHP will return/release a bid package to a bidder.

   CHP may grant an exception if the bidder informs CHP that the bidder will submit a new or replacement bid package immediately following the withdrawal.

c. Resubmitting a bid package

After withdrawing a bid package, bidders may submit a new bid package according to the submission instructions. Replacement bid packages must be received at the stated place of delivery by the due date and time stated in section B of this IFB, entitled "Time Schedule".

5. Evaluation and selection

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

a. Bid opening/reading

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

b. Bid package review

1) After the bid opening and reading, bids are reviewed and evaluated. One or more evaluators will convene to review each timely bid package to confirm its responsiveness to the IFB requirements. This is a pass/fail evaluation.

2) If deemed necessary by CHP, additional bidder documentation may be collected to confirm the claims made by each bidder and to ensure that each bidder is responsive to all IFB requirements.

3) If the materials submitted by a bidder do not prove, support or substantiate the claims made on the Required Attachment/Certification Checklist, the bid will be deemed non-responsive and rejected from further consideration.

4) If applicable, CHP will adjust bid amounts for any claimed preference following confirmation of eligibility with Department of General Services (DGS).

c. Notice of Intent to Award

CHP will not post a Notice of Intent to Award unless requested in writing per Public Contract Code (PCC) Section 10345 (a) (1).

6. Agreement award

a. Agreement award

Award of the agreement, if awarded, will be to the responsive and responsible bidder that offers the lowest cost. The lowest cost will be

determined after CHP adjusts bidder costs for applicable preferences and/or incentives.

b. Settlement of tie bids

1) In the event of a precise tie between the lowest responsive bid submitted by a certified small business or micro business and the lowest responsive bid submitted by a certified DVBE that is also a certified small business, the agreement will be awarded to the DVBE bidder per Government Code Section 14838 (f) et seq.

2) In the event of a precise tie between the lowest responsive bid submitted by a non-small business that was granted small business subcontractor preference and the lowest responsive bid submitted by a certified small business or micro business, the agreement will be awarded to the certified small business or micro business.

3) In the event of a precise tie between the lowest responsive bid submitted by a nonprofit veteran service agency (NVSA) that is a certified small business and the lowest responsive bid submitted by a certified DVBE that is also a certified small business, the agreement will be awarded to the certified DVBE.

4) In the event of a precise tie between the lowest responsive bid submitted by a non-small business that was granted the DVBE subcontractor incentive, and the lowest responsive bid submitted by a certified small business or micro business, the agreement will be awarded to the certified small business or micro business.

5) In the absence of a California law or regulation governing a specific tie, CHP will settle all other tie bids in a manner CHP determines to be fair and equitable (e.g., coin toss, lot drawing, etc.). In no event will CHP settle a tie by dividing the work among the tied bidders.

7. Protests

a. Grounds for protest

A protest to this bid must adhere to Public Contract Code (PCC) Section 10345.

Any proposer (bidder) who claims it is the lowest responsible bidder meeting the specifications for the contract, may submit a protest. There is no basis for protest if CHP rejects all bids, based on the best interest of the State.

b. Submitting a protest

An initial protest notice, and/or detailed protest statement must be filed with the Department of General Services and CHP before the contract is

awarded. Protests may be mailed, faxed or hand-delivered to the agencies' address as follows:

Hand Delivery, Mail or Overnight Express:	**Fax:**
Protest to CHP IFB #26C285002 Department of California Highway Patrol Business Services Section Contract Services Unit Attn: Juan Acosta 601 N. 7th Street Sacramento, CA 95811	**Protest to CHP IFB #26C285002** Department of California Highway Patrol Business Services Section Contract Services Unit Attn: Juan Acosta **Fax: (916) 322-3166**
Hand Delivery, Mail or Overnight Express:	**Email:**
Protest to CHP IFB #26C285002 Department of General Services Office of Legal Services Attention: Bid Protest Coordinator 707 Third Street, 7th Floor, Suite 7-330 West Sacramento, CA 95605	**Protest to CHP IFB #26C285002** Department of General Services Office of Legal Services Bid Protest Coordinator Email address: OLSProtests@dgs.ca.gov

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

Department of California Highway Patrol (916) 843-3610

8. Disposition of bids

a. All materials submitted in response to this IFB will become the property of the Department of California Highway Patrol and, as such, are subject to the Public Records Act (GC Section 6250, et seq. and Civil Code section 1798, et seq.). CHP will disregard any language purporting to render all or portions of any bid package confidential.

b. All documents submitted in response to this IFB, and all documents used in the selection process (e.g., review checklists, letters of intent, etc.) will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and shall be available for public inspection.

9. Inspecting or obtaining copies of bids

a. Who can inspect or copy bid materials

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

b. What can be inspected/copied and when

After the bid opening, all bids, bidders list, conference sign-in/attendance sheet, checklists and/or evaluation sheets become public records. These records shall be available for review, inspection and copying during normal business hours.

c. Inspecting or obtaining copies of bid materials

Persons wishing to view or inspect any bid related materials must identify the items they wish to inspect and must schedule an inspection appointment by contacting **CHP Business Services Section, Contract Services Unit at (916) 843-3610.**

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

Unless waived by CHP, a check covering copying (hard/electronic) and/or mailing costs must be submitted to CHP prior to receiving the requested documents. Copying costs, when applicable, are charged at a rate of **thirty cents ($0.30)** per page for both hard/electronic copies; **fifty cents ($0.50)** per page for copies of microfilm or computer records and **$5.00** per disc. For computer records, each perforated section shall be considered one (1) page. CHP will fulfill all copy requests as promptly as possible. Submit copy requests as follows:

Request for Copies - IFB #26C285002
Department of California Highway Patrol
Business Services Section, Contract Services Unit
Attn: Juan Acosta
601 N. 7th Street
Sacramento, CA 95811
Bidders may also contact CHP at (916) 843-3610 or email Juan.Acosta@chp.ca.gov.

10. Verification of bidder information

By submitting a bid, bidders agree to authorize CHP to:

a. Verify any, and all claims made by the bidder including, but not limited to verification of prior experience and the possession of other qualification requirements, and

b. Check any reference identified by a bidder or other resources known by the state to confirm the bidder's business integrity and history of providing effective, efficient and timely services.

11. CHP rights

In addition to the rights discussed elsewhere in this IFB, CHP reserves the following rights.

a. IFB corrections

1) CHP reserves the right to do any of the following up to the bid submission deadline:

   a) Modify any date or deadline appearing in this IFB or the IFB Time Schedule.

   b) Issue clarification notices, addenda, alternate IFB instructions, forms, etc.

   c) Waive any IFB requirement or instruction for all bidders if CHP deems said requirement or instruction unnecessary, erroneous or unreasonable.

   d) Allow bidders to submit questions about any IFB change, correction or addenda. If CHP allows such questions, specific instructions will appear in the cover letter accompanying the document.

2) If applicable, CHP will mail, email, or fax written clarification notices or addenda to all persons/firms receiving this IFB.

   Exceptions may occur, when CHP decides, just before or on the bid due date, to extend the submission deadline. If this occurs, CHP may notify potential bidders of the extension by fax, email, or by telephone. CHP will follow-up any verbal notice in writing by fax or mail.

b. Collecting information from bidders

1) If deemed necessary by CHP, CHP may request a bidder to submit additional documentation following the bid opening and/or evaluation. CHP will advise the bidders orally, via email, or in writing of the documentation that is required and the timeline for submitting the documentation. CHP will follow-up oral instructions in writing by fax, email, or mail. Failure to submit the required documentation by the date and time indicated may cause CHP to deem a bid non-responsive.

2) At its sole discretion, CHP reserves the right to collect, by mail, email, fax or other method, the following omitted and/or additional information.

   a) Signed copies of any form submitted without a signature.

b) Data or documentation omitted from any submitted IFB attachment/form.

c) Information/material needed to clarify or confirm certifications or claims made by a bidder.

d) Information/material or form(s) needed to correct or remedy an immaterial defect in a bid package.

c. Immaterial bid defects

1) CHP may waive any immaterial defect in any bid package and allow the bidder to remedy those defects. CHP reserves the right to use its best judgment to determine what constitutes an immaterial deviation or defect.

2) CHP's waiver of an immaterial defect in a bid package shall in no way modify this IFB or excuse a bidder from full compliance with all bid requirements.

d. Correction of clerical or mathematical errors

1) At its sole discretion, CHP reserves the right to overlook, correct or require a bidder to remedy any obvious clerical or mathematical errors on a bid form.

2) If the correction of an error results in an increase or decrease in the total price, CHP shall give the bidder the option to accept the corrected price or withdraw their bid.

3) Bidders may be required to initial corrections to costs and figures on the Bid Form if the correction results in an alteration of the cost(s) offered.

4) If a mathematical error occurs in a total or extended price and a unit price is present, CHP will use the unit price to settle the discrepancy.

e. Right to remedy errors

CHP reserves the right to remedy errors caused by:

1) CHP office equipment malfunctions or negligence by agency staff.

2) Natural disasters (i.e., floods, fires, earthquakes, etc.).

f. No agreement award or IFB cancellation

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

g. Agreement amendments after award

As provided in the Public Contract Code governing contracts (agreements) awarded by competitive bid, CHP reserves the right to amend the agreement after CHP makes an agreement award.

M. Preference and Incentive Programs

To confirm the identity of the lowest responsive bidder, CHP will adjust the total bid cost for applicable claimed preference(s) and/or incentive(s). CHP will apply preference and/or incentive adjustments to eligible bidders according to state regulations following verification of eligibility with Department of General Services (DGS), Office of Small Business and DVBE Services (OSDS).

1. Small/Micro Business Preference (preference not to exceed $50,000)

a. A responsive bidder, certified as a small/micro business in a relevant business category or type, will be granted a preference up to five percent (5%) of the lowest responsive bid. Small business means a responsive/responsible bidder that is certified by the California Department of General Services as a small business or micro business. The "service" category or business type will most likely apply to this procurement. Nonprofit Veteran Service Agencies (NVSA) are to view the instructions in section M of this IFB, entitled "Preference and Incentive Programs," paragraph 4.

b. In granting small/micro business preference, no bid price will be reduced by more than five percent (5%). The cost adjustment is for computation purposes only and does not alter the actual cost offered by the bidder.

c. To be certified as a California small/micro business and eligible for a bidding preference the business concerned must meet the state's eligibility requirements and must have submitted an application for small/micro business status no later than 5:00 p.m. on the bid submission deadline.

d. Firms desiring small/micro business certification must obtain the Small Business Certification Application (i.e., STD 812 or other form) from DGS, OSDS, fully complete the application, and submit it to DGS as instructed in the application. Prospective bidding firms desiring small business certification assistance, may contact the Department of General Services by the following means:

1) (916) 322-5060 (24-hour recording and mail requests), or

2) (916) 375-4940 (Small business assistance) or (800) 559-5529 (live operator-central receptionist), or
3) Internet address: https://caleprocure.ca.gov/pages/sbdvbe-index.aspx or

4) Fax: (916) 375-4950, or

5) Email: OSDSHelp@dgs.ca.gov

2. Non-Small Business Subcontractor Preference (preference not to exceed $50,000)

a. Non-small business means a responsive/responsible bidder that is not certified by the California Department of General Services as a small business or micro business.

b. If the tentative low bidder is not a certified DVBE or small/micro business, a bid preference up to five percent (5%) is available to a responsive non-small business claiming twenty-five percent (25%) small business subcontractor participation with one or more small businesses. This preference is authorized pursuant to Title 2, California Code of Regulations Section 1896.6 (b) and Government Code Section 14835.

c. If a bidder claims the non-small business subcontractor preference, the bid response must identify each proposed small business subcontractor, the participation percentage amount committed to each identified subcontractor, and substantial proof to enable verification of each subcontractor's small business status. The total small business subcontractor participation must equal no less than twenty-five percent (25%) of the total bid price or cost offered.

d. To be granted preference, each proposed small business subcontractor must possess an active small business or micro business certification issued by the California Department of General Services, must perform a "commercially useful function" under the agreement, and the basic functions to be performed must be identified at the time of bidding.

e. In granting the non-small business subcontractor preference, no bid price will be reduced by more than five percent (5%). The cost adjustment is for computation purposes only and does not alter the actual cost offered by the bidder.

f. Complete **Attachment 3 (Non-Small Business Subcontractor Preference Request and Small/Micro Business Subcontractor/Supplier Acknowledgement Form)** to request the non-small business subcontractor preference.

g. Refer to section L of this IFB, entitled "Bid Requirements and Information," Item 6 (b) to learn how tie bids will be resolved.

3. Disabled Veteran Business Enterprise (DVBE) Incentive

In accordance with Section 999.5(a) of the Military and Veterans Code, an incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the state shall apply an incentive to bids that propose California certified DVBE participation and confirmed by the state. The incentive

amount for awards based on low price will vary in conjunction with the percentage of DVBE participation. (Refer to **Attachment 4, California DVBE Incentive Program**.)

NOTE: When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed 10% or $100,000, whichever is less.

4. Nonprofit Veteran Service Agency (NVSA) Small business Preference (preference not to exceed $50,000)

a. Pursuant to Military and Veteran Code Section 999.50 et seq., responsive/responsible nonprofit veteran service agencies (NVSAs) claiming small business/micro business preference and verified as such in the relevant category or business type prior to the bid submission due date will be granted a preference up to five percent (5%) of the lowest responsive bid, if the lowest responsive bid is submitted by a bidder not certified as a small business/micro business. The "service" category is the business type that will most likely apply to this procurement.

b. In granting small business preference to NVSAs, no bid will be reduced by more than five percent (5%). The preference cost adjustment is for computation purposes only and does not alter the actual cost offered by the bidder.

c. To be eligible for the NVSA small business preference, the business concern must:

1) Request preference at the time of bid submission, and

2) Become certified as a small business or micro business by the appropriate office of the California Department of General Services prior to the bid submission due date.

d. Refer to section L of this IFB, entitled "Bid Requirements and Information," Item 6 (b) to learn how tie bids will be resolved.

N. Agreement Terms and Conditions

The winning bidder must enter into an agreement that may contain the bidder's bid form or budget, a scope of work, standard agreement provisions, and one or more of the agreement forms and/or exhibits identified in the Proposed Agreement contained herein. Other exhibits, not identified herein, may also appear in the resulting agreement.

The exhibits identified in the Proposed Agreement contain agreement terms that require strict adherence to various laws and contracting policies. A bidder's unwillingness or inability to agree to the terms and conditions contained in any exhibit identified in this IFB may cause CHP to deem a bidder non-responsible and

ineligible for an award. CHP reserves the right to use the latest version of any form or exhibit contained in this IFB in the resulting agreement if a newer version is available. **In general, CHP will not accept alterations to the General Terms and Conditions (GTC), the Special Terms and Conditions, or the Scope of Work; or alternate agreement/exhibit language submitted by a prospective contractor. CHP will consider a bid containing such provisions "a counter proposal" and CHP may reject such a bid.**

1. Resolution of differences between IFB and agreement language

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

REQUIRED ATTACHMENT CHECK LIST

Qualification Requirements. I certify that I meet the following qualification requirements and have provided the requested documents below:		**Confirmed by CHP**
☐ Yes	My firm has read and is willing to comply with the terms, conditions, and agreement exhibits addressed in the section N of the IFB, entitled "Agreement Terms and Conditions."	☐ Yes ☐ No
☐ Yes ☐ N/A	(California Businesses) Copy of a current business license issued by the government jurisdiction in which the business is located, unless no license is required. Attach an explanation if a license copy cannot be supplied or there is reason to believe no license is required. [Check "N/A" if not a California business or no business license is required.]	☐ Yes ☐ No
☐ Yes ☐ N/A	(Corporations) Either a copy of the Certificate of Status issued by California's Office of the Secretary of State or a copy of the bidding firm's active on-line status information downloaded from the California Business Portal website. Attach an explanation if the required documentation cannot be supplied. [Check "N/A" if not a Corporation.]	☐ Yes ☐ No
☐ Yes ☐ N/A	(Nonprofit Organizations) A copy of a current IRS determination letter indicating nonprofit or 501 (3) (c) tax exempt status. [Check "N/A" if not a nonprofit organization.]	☐ Yes ☐ No
☐ Yes	My firm has a past record of sound business integrity and a history of being responsive to past contractual obligations. My firm authorizes the state to confirm this claim.	☐ Yes ☐ No
Bid Content. I have completed and returned the following Attachments:		**Confirmed by CHP**
☐ Yes ☐	Attachment 1, Required Attachment Checklist	☐ Yes ☐ No
☐ Yes ☐	Attachment 2, Bid Form	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 3A, Non-Small Business Subcontractor Preference Request and Small/Micro Business Subcontractor/Supplier Acknowledgement Form **[Check "N/A" if not applying for this subcontractor preference.]**	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 4A, DGS PD 843 ****Attachment 4A, DGS PD 843, Disabled Veteran Business Enterprise Declarations the DVBE participation requirement has been waived by CHP for this solicitation. Bidders who opt to utilize DVBE participation are eligible to receive DVBE incentive SEE ATTACHMENT 4 for details and requirements.**	☐ Yes ☐ No
☐ Yes ☐	Attachment 5, GSPD-05-105 - Bidder Declaration	☐ Yes ☐ No
☐ Yes ☐	Attachment 6, Client References	☐ Yes ☐ No
☐ Yes ☐	Attachment 7, CCC 04/2017 – Contractor Certification Clauses	☐ Yes ☐ No
☐ Yes ☐	Attachment 8, CHP 116 - Darfur Contracting Act (If option 2 was selected, a copy of the written permission from DGS is attached.)	☐ Yes ☐ No
☐ Yes ☐	Attachment 9, STD 204 - Payee Data Record	☐ Yes ☐ No
☐ Yes ☐	Attachment 9A, STD 205 - Payee Data Record Supplement	☐ Yes ☐ No
☐ Yes ☐	Attachment 10, CHP 78V - Conflict of Interest & Confidentiality Statement - Vendor	☐ Yes ☐ No
☐ Yes ☐	Attachment 11, Attachment 11, California Civil Rights Law Certification (Unruh)	☐ Yes ☐ No
☐ Yes ☐ N/A	**Copy of Addendum(s).** If applicable and required by addendum	☐ Yes ☐ No

Bid Form

Name of Bidding Firm *(Legal name as it will appear on the Agreement)*			
Mailing address	City	State	Zip Code
Telephone number ( )	Fax number ( )	Email address *(If applicable)*	
Name of Contact Person	Telephone number *(If different from above)* ( )		

Bidding Preferences Claimed (Check only the preferences claimed)

☐ Certified small business or micro business preference **Certification #**_____

☐ Non-small business subcontractor preference (See Attachment 3A for details) **Certification #** _____

☐ DVBE Incentive (See Attachment 4 for details) **Certification #**_____

A COPY OF THE OSDS CERTIFICATION MUST ACCOMPANY YOUR BID.

Submitted herein are bid prices to provide **Evidence Impound Tow and Storage Services** on an as-needed 24-hour, seven days per week basis for the Department of California Highway Patrol **Yuba-Sutter** Area office. Bidder understands and agrees if a zero-dollar ($0.00) amount is quoted, bidder will provide the items or services at no cost to the State. Items left blank will disqualify your bid.

ANY MODIFICATION TO THIS BID WILL DISQUALIFY YOUR BID AND IT WILL NOT BE CONSIDERED FOR EVALUATION.

NOTE:

1. Any quantities listed are estimates for bid evaluation purpose only and are offered as a basis for comparison of bids to determine the lowest bidder (basis of award).
2. The State does not expressly or by implication agrees that the actual amount of work will correspond therewith and reserves the right to increase or decrease the services as may be deemed necessary by the State.

1. TOW RATES

	Hourly Rate Per Vehicle		**Number of Hours Per Vehicle***		**Number of Vehicles***		**Total**
A. Light Duty Tow Rate (Minimum 14,000 lbs. GVWR)	$_____	X	1	X	15	=	$_____
B. Medium Duty Tow Rate (Minimum 26,001 lbs. GVWR)	$_____	X	1	X	15	=	$_____
C. Heavy Duty Tow Rate (Minimum 48,000 lbs. GVWR)	$_____	X	1	X	10	=	$_____
D. Rotator	$_____	X	1	X	5	=	$_____

Subtotal (A+B+C+D) = $_____

Note: In the event time at the scene exceeds one (1) hour, charges will be itemized and charged in fifteen (15) minute increments based on the hourly rate.

2. STORAGE RATES*

Commercial vehicles are vehicles as described in the California Vehicle Code, Section 34500. There is no charge for tow dolly for Commercial vehicles.

Type of Storage	Storage Rate Per Day		Number of Vehicles		Number of Days		Total
A. Flat Rate for Storage	$ _____	X	25	X	365	=	$_____
B. Commercial Vehicles	$ _____	X	25	X	365	=	$_____
				Subtotals (A+B)		=	**$**_____

*Storage rates are computed on a per vehicle basis. A truck/tractor would occupy the same space as a vehicle (passenger vehicle, light truck). A trailer would occupy two vehicle spaces.

3. CALL-OUT POST STORAGE VEHICLE INSPECTIONS*

Charges for call-out post storage vehicle inspections are permitted if Contractor's facility is **not** a 24-hour staffed facility, or there is no staff availability when post storage vehicle inspections are requested (refer to the Proposed Agreement, Exhibit A, Scope of Work, paragraph G, Inspection of Evidence). There is no charge for call-out post storage vehicle inspection if Contractor's facility **is** a 24-hour staffed facility. Contractor shall enter a **zero-dollar ($0.00) value in line B** if contractor's facility is a 24-hour staffed facility.

	Hourly Rate Per Vehicle		Number of Hours Per Vehicle		Number of Vehicles		Total
A. Non-24-hour Staffed Facility*	$_____	X	1	X	10	=	**$**_____
B. 24-hour Staffed Facility*	$_____	X	1	X	10	=	**$**_____
				Subtotals (A+B)		=	$_____

(ADD TOTALS FROM SECTIONS 1-3) TOTAL **$**_____

BASIS OF AWARD

Basis of Award: The "Basis of Award" is for evaluation purposes to determine the lowest bidder. Due to the nature of Evidence Towing Services, it is not always feasible to forecast costs. Evidence Towing Services are utilized on an as needed basis. The number of services required can fluctuate and is unpredictable. Estimates may be based on prior and current storage usage.

The Agreement is budgeted and written for **$200,000.00 (Two Hundred Thousand Dollars and Zero Cents)** CHP makes no commitment, written or implied, to the number of services requested or required during the term of the Agreement. The CHP does not warranty the amount of funds that would be needed or expended. Payment will be made for actual cost per services rendered and according to the Agreement, Exhibit B.4, Rate Schedule.

In the event it is anticipated that the required number of services will exceed the agreement amount, an amendment will be processed to add funds to the agreement at the same rates indicated on this bid form and in the Agreement, Exhibit B.4 Rate Schedule.

Bidder Acknowledgment/Certification

The bidder hereby certifies that the materials submitted in response to this IFB, and the price(s)/rate(s) offered on this Bid Form are true and accurate to the best of the bidder's knowledge. The bidder further understands that the above quoted rate(s) must include all of the bidders' costs including operating expenses, labor, service call charges, diagnostic fees/estimates, transportation/travel costs, mileage or per diem expenses, equipment costs, supplies, annual inflation costs/rate adjustments, profit margin, etc. By submitting this Bid Form, the bidder hereby claims its willingness to certify to and comply with all requirements and terms and conditions cited in this IFB and any attachment(s) thereto.

The bidder agrees that the price(s)/rate(s) offered herein shall remain in effect until CHP awards the agreement and throughout the duration of the agreement.

The bidder certifies that the rates submitted do not violate California Unfair Trade Practice Laws, California Business and Professions Code (B&PC) Section 17043, B&PC Section 16700 et seq., B&PC Section 17200, Common Law Interference Advantage, Common Law Unfair Competition, and Federal or state prohibitions against contracts in restraint of trade. Bids which violate these provisions will be rejected.

The bidder certifies that all conditions and qualifications are met and in effect on the date of this bid. The bidder understands that its bid response will become a public document and will be open to public inspection.

The bidder certifies that the company or firm has not been canceled or removed by the CHP from its rotation tow program, or if it has been canceled or removed, has been subsequently reinstated and is currently in good standing.

The bidder certifies that they and/or their employees, any of whom are salaried, non-salaried, volunteer, or involved in any aspect or activity of the business, whether or not receiving compensation of any kind for doing so, have no convictions or pleas to any offense involving stolen or embezzled vehicle(s), fraud related to the towing business, stolen or embezzled property, a crime of violence, a drug-related offense, felony driving while under the influence of alcohol and/or a drug, misdemeanor driving while under the influence of alcohol and/or a drug, or moral turpitude.

The bidder acknowledges that if awarded the Agreement, Contractor shall not begin work before receiving an approved, signed copy of the Agreement.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the requirements of this bid document. This certification is made under the laws of the State of California.

Bidder's signature:	Date signed:
Printed/typed name:	Title:

Non-Small Business Subcontractor Preference Request
And
Small/Micro Business Subcontractor Acknowledgement Form

Name of Bidding Firm/Prime Contractor:	**IFB Number:**
Total Estimated Dollar Value of this IFB:	**$**

This document confirms and acknowledges that the firm named below agreed to be identified by a bidding firm as a proposed small business (SB) or micro business (MB) subcontractor or supplier for a CHP procurement.

Subcontractor acknowledgements:

A. The subcontracting firm named herein has committed to perform or provide services/labor or supplies equal to a percentage of the total bid/cost proposal price submitted by the bidding firm named above.
B. The subcontracting firm named herein acknowledges the total dollar value of claimed participation identified above.
C. The subcontracting firm named herein agrees to provide the following subcontracted services/labor or supplies under the resulting agreement if the bidding firm named above receives the agreement award:

Provide a detailed yet brief description of the commercially useful function(s), as defined in Government Code 14837 (d)(4)(A), that the subcontractor/supplier identified herein will provide or supply. Attach additional page(s) if necessary.

_____

_____

_____

The SB/MB subcontracting firm named herein understands it is its sole responsibility to contact the bidding firm named above to learn if the bidding firm was awarded the agreement pursuant to the referenced bid number and to confirm its subcontract agreement. If the bidding firm named above receives an award based in part on non-small business subcontractor preference (refer to Non-Small Business Subcontractor Preference (located elsewhere within this solicitation), the bidding firm/contractor is obligated to use each small and/or micro business subcontractor or supplier identified in its proposal unless a subcontractor substitution is requested after agreement execution pursuant to Public Contract Code Section 4107 and Title 2 California Code of Regulations Section 1896.10.

The person signing below certifies the information supplied on this form is true and accurate to the best of its knowledge and agrees to allow the state to confirm this information, if deemed necessary.

Net Dollar Value of SB/MB Subcontractor Agreement:	**$SB/MB Percentage Commitment (minimum of 25%):** %	**SB/MB Certification #:** #	**SB/MB Certification Expiration Date:**
Name of Proposed Subcontractor/Supplier:			**Telephone number:**
Address/Street/City/State/Zip Code			**Email address (if applicable):**
Printed/Typed Name of Subcontractor/Supplier:		**Title:**	**SB/MB Federal Employer ID #:**
Signature of Subcontractor/Supplier:			**Date Signed:**

Non-Small Business Subcontractor Preference Request

Non-Small Business Subcontractor Preference	Non-small business bidders will be granted up to a five percent non-small business subcontractor preference on a bid evaluation when a responsive non-small business has submitted the lowest priced responsive bid and when a non-small business bidder: 1. Has included in its bid a notification that it commits to subcontract at least 25 percent of its total bid price with one or more small businesses; and 2. Has submitted a timely, responsive bid; and 3. Is determined to be a responsible bidder; and 4. Lists the small businesses it commits to subcontract with for a commercially useful function in the performance of the resulting agreement.
Commercially useful function	As defined in the Government Code Section 14837(d)(4)(A), a person or an entity is deemed to perform a commercially useful function if a person or entity does **all** of the following: 1. Is responsible for the execution of a distinct element of the work of the contract. 2. Carries out the obligation by actually performing, managing, or supervising the work involved. 3. Performs work that is normal for its business services and functions. 4. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices. 5. A subcontractor will not be considered as performing a CUF if its role is limited to that of an extra participant in a transaction, agreement, or project through which funds are passed in order to achieve the appearance of DVBE participation.
How to calculate 25 percent subcontract participation	Unless otherwise instructed in the solicitation document, first determine the total dollar value or amount that will be bid for the entire agreement term, then multiply this figure by 25 percent to determine how much of the bid price must be committed to small business subcontracts that will perform commercially useful functions including but not limited to things such as labor, supplies, materials, equipment, or support services.
Use of proposed subcontractors and substitution	If awarded the agreement, the selected contractor must faithfully use each small business subcontractor proposed for use and identified in its preference request. Substitutions or alterations are **NOT** allowed after a bid is submitted. Substitutions are only allowed after agreement execution if the Contractor submits a Request for Substitution to the CHP SB/DVBE Advocate; and that request is subsequently approved/denied by the DGS.
Preference and/or Incentive request instructions	If preference(s)/incentive(s) are claimed, indicate this on the Bid Form and complete the appropriate Attachment identifying each small business, micro business or DVBE subcontractor that will be used in the performance of this contract. For each subcontractor identified on the appropriate Attachment, a completed and signed Small Business Subcontractor/Supplier Acknowledgment, STD 843, DVBE Bidder Declaration, and/or GSPD-05-105, Bidder declaration form must be obtained. Affix each form to the appropriate Attachment for submission with the bid response. If a signed Attachment 5 cannot be collected from each subcontractor in time for bid submission, indicate why. Submission of the appropriated signed Attachment(s) and form(s) for each subcontractor listed is a prerequisite for agreement award confirmation. Identify only currently certified small business, micro business, and/or DVBE subcontractors, as active certification is required and certification possession will be verified. All proposed subcontracted services must appear in the Scope of Work.
Small Business Reporting Requirement	If contractor made a commitment to achieve small business participation, within 60 days of receiving final payment under this solicitation, contractor MUST certify in a report entitled Final Report - Utilization of Small Business [SB] and Disabled Veteran Business Enterprise (DVBE) to CHP's Certified Business Advocate via facsimile at (916) 322-3166. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. This form can be view/downloaded at https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_810P.pdf

The State has established goals for the Disabled Veteran Business Enterprise (DVBE) Program participating in State contracts. For the purpose of this solicitation, the DVBE Program participation requirement is **WAIVED**; however, this solicitation does provide a:

CALIFORNIA DVBE INCENTIVE

PLEASE READ INSTRUCTIONS THROUGHLY

(Revised January 12, 2022)

AUTHORITY: The Disabled Veteran Business Enterprise (DVBE) Program is established in Military and Veteran Code (MVC) 999 §§ et seq., Public Contract Code (PCC) 10115 §§ et seq., and California Code of Regulations (CCR) Title 2, 1896 §§ et seq.

PURPOSE: The MVC 999 (a), known as the DVBE Program is established to address the special needs of disabled veterans seeking rehabilitation and training through entrepreneurship and to recognize the sacrifices of Californians disabled during military service. It is the intent of the Legislature that every state procurement authority honor California's disabled veterans by taking all practical actions necessary to meet or exceed the DVBE Program participation requirements (percentage/goal), hereafter referred to as DVBE participation, of at least the minimum of total contract value. (Refer to Section H, DVBE Program Definitions.)

INTRODUCTION: The DVBE Incentive is a state agency's option to formally exempt the legislatively mandated DVBE Participation Program requirements. However, the California Highway Patrol (CHP) is providing the prime contractor/bidder the opportunity to take advantage of the DVBE Incentive. Choosing this option, the prime contractor/bidder shall be required to commit to subcontracting with a California-certified DVBE to perform a Commercially Useful Function (CUF) of at least the minimum DVBE Incentive percentage goal. (Refer to Section H, DVBE Program Definitions.)

Information submitted by the prime contractor/bidder to comply with the DVBE Incentive requirements will be verified by the CHP. If, during the verification process, evidence of an alleged violation is found, the State shall initiate an investigation in accordance with the requirements of MVC 999 §§ et seq., PCC 10115 §§ et seq., and follow investigatory procedures by the CCR 1896.80. Prime contractors/bidders found to be in violation of certain provisions may be subject to loss of certification, monetary and/or civil penalties, and/or contract termination.

Only DVBE's certified by the State of California Department of General Services (DGS) Office of Small Business and DVBE Services (OSDS) may be used to satisfy the DVBE participation.

A. **THE DVBE INCENTIVE**. Under CCR, Title 2, 1896.99.100, PCC 10115, and MVC 999 – 999.6, the DVBE Incentive provides responsive and responsible contractors the opportunity to receive additional incentive calculations. The DVBE Incentive is applied at the time the solicitation is evaluated; and when a bidder/contractor selects a DGS-certified DVBE subcontractor to provide commodities and/or services in support of the overall contract effort. Application of the DVBE Incentive may place the bidder/contractor in line for contract award. The following are key elements of the DVBE Incentive program:

1. The DVBE Incentive is applied during the evaluation process and is ***only*** applied to responsive bids from responsible bidders/contractors proposing the required DVBE participation for the incentive specified in this solicitation.

2. When requesting the incentive application, the prime contractor/bidder must complete and return the required forms identified in Section C, Required DVBE Forms. The prime contractor/bidder who **fails to submit all required forms and confirm the level of DVBE participation will be ineligible for the DVBE Incentive application.**

B. **MEETING DVBE PARTICIPATION REQUIREMENTS**. In accordance with MVC 999 §§ et seq and PCC 10115 §§ et seq, as the prime bidder/contractor, you **MUST** be certified as a DVBE in good standing by DGS OSDS, as defined in MVC 999.2 or have selected and mutually agreed to partner with a certified DVBE subcontractor/supplier to provide commodities and/or services related to the performance of services identified in this solicitation.

1. Submission of the required DVBE form, Department of General Services Procurement Division (DGS PD) 843, Disabled Veteran Business Enterprise Declarations constitutes an agreement between the prime bidder/contractor and the certified DVBE subcontractor/supplier to fulfill the DVBE participation related to the final executed contract.

   Any change, including substitution, to the DVBE subcontractor/supplier must be submitted in writing to the CHP Certified Business Advocate. (Refer to Section E, DVBE Substitutions.)

2. The DVBE subcontractor/supplier identified in this bid **MUST** meet the definition of a "CUF" as defined under MVC 999-999.6. A DVBE subcontractor/supplier not meeting CUF regulations will render the responding prime contractor/bidder ineligible for the DVBE Incentive application.

3. When returning the solicitation to CHP, prime contractors/bidders are to include a valid DVBE subcontractor/supplier's certification for each DVBE subcontractor/supplier to be used in the performance of this contract. DVBE certification status can be verified at https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx.

C. **REQUIRED DVBE FORMS**. The following **required** DVBE forms, also attached at the end of this document and can be view/downloaded at the CHP web site, www.chp.ca.gov/programs-services, click on Certified Business Advocate Program.

1. DGS PD 843, Disabled Veteran Business Enterprise Declarations. A properly completed DGS PD 843, shall be included when returning the solicitation to CHP. The DGS PD 843 **MUST** be signed by each subcontractor/supplier used in the performance of this contract.

2. DGS STD 817, Prime Contractor's Subcontracting Report. A properly completed DGS STD 817 shall be promptly submitted to CHP at the end of the contract term.

3. DGS PD 05-105, Bidder Declaration. A properly completed DGS PD 05-105, if required, shall be included when returning the solicitation to CHP.

D. **THE DVBE INCENTIVE APPLICATION IS BASED ON LOW BID METHOD**. The DVBE Incentive amount for awards based on low bid will vary in conjunction with the DVBE commitment. For evaluation purposes only, the net bid price of responsive bids will be reduced by the Small Business Preference amount, **if applicable, and the DVBE Incentive amount as applied to the lowest responsive net bid**. The DVBE Incentive adjustment for awards based on low bid cannot exceed five (5) percent or $100,000, whichever is less, of the number one ranked net bid price. When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed $100,000. The following percentages will apply for awards based on the low bid method:

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1. **DVBE INCENTIVE TABLE**

Confirmed DVBE Commitment:	DVBE Incentive:
5 00% or over	5% of lowest responsive bid
4.00 to 4.99% Inclusive	4% of lowest responsive bid
3.00 to 3.99% Inclusive	3% of lowest responsive bid
2.00 to 2.99% Inclusive	2% of lowest responsive bid
1.00 to 1.99% Inclusive	1% of lowest responsive bid

2. **SAMPLE OF LOW BID METHOD CALCULATIONS:**

Bidder:	A	B	C
Responsive/Responsible	Yes	Yes	Yes
Net Bid Price	$8100	$8150	$8300
Eligible SB/MB Preference (5%)	None	SB	SB
SB/MB Preference Amount		$405	$405
Subtotal	$8100	$7745	$7895
Initial Rank	3	1	2
Eligible DVBE Incentive	3%	3%	5%
Eligible Incentive amount	$243	$243	$405
Evaluated Bid Price	$7857	$7502	$7490
Final Rank	**3**	**2**	**1**

Results: Following the application of the SB preference, the lowest responsive, responsible bidder is a certified SB, Bidder B. All three bidders are eligible to receive the DVBE Incentive; therefore, the incentive calculation is performed.

Step	Action
1	Identify the net bid price of the #1 ranked bidder - Bidder A at $8100.
2	Using the lowest bid price as the figure to calculate the 5% SB preference for all three bidders. Bidder A $8100 x 0 = $0.00; Bidder B and Bidder C: $8100 x .05 = $405
3	Determine the corresponding percentage of DVBE Incentive for all three the bidders. Bidder A and B have 3% = $243; Bidder C has 5% = $405
4	Subtract the SB preference amount and/or the DVBE Incentive amount from the net bid price of all three bidders: Bidder A $8100 - $243 = $7857 Bidder B $8150 - $405 - $243 = $7502 Bidder C $8300 - $405 - $405 = $7490

AWARD: The award is to Bidder C.

REST OF PAGE INTENTIONALLY LEFT BLANK

E. **DVBE SUBSTITUTIONS**. Per CCR Title 2, Division 2, Chapter 3, Subchapter 10.5: A DVBE subcontractors shall be used per § 1896.70 unless a substitution request is submitted to CHP and subsequently approved by the Department of General Services. A DVBE subcontractor shall be replaced by another DVBE to perform the work originally stated. The substitution shall maintain, at minimum, the level of participation goal stated in the bid. In the absence of a DVBE, the replacement shall be a certified small business. The contractor shall simultaneously notify the DVBE and the awarding department of the intended substitution. The written notice shall contain the reasons for the substitution and be sent by certified mail. The contractor shall submit the following to the awarding department:

1. A copy of the written notice issued to the DVBE with proof of delivery. In the absence of proof of delivery, provide the certified mail receipts.

2. A copy of the DVBE's consent or opposition to the substitution. In the absence of the consent or opposition, provide the returned and unopened certified mail.

3. The name and supplier/certificate number of the business being substituted and the name and supplier/certificate number of the proposed replacement. If a DVBE cannot be identified as a replacement, the contractor shall document the absence of DVBEs. In this case, the replacement shall be a certified small business. This documentation shall include but is not limited to:

   (a) Contact with the SB/DVBE Advocates, CertifiedBusiness@chp.ca.gov, from awarding department and the Department of Veterans Affairs regarding the absence of DVBEs to perform the specific work.

   (b) Search results from the Department of General Services website for DVBEs to perform the specific work.

   (c) Communication with a DVBE Community Organization nearest the worksite regarding the absence of DVBEs, if applicable.

   (d) Documented communication with DVBEs and small businesses describing the work to be performed, its percentage of the overall contract, the corresponding dollar amount, and their responses to the request.

4. The DVBE shall have up to five (5) business days from the postmark date to consent or oppose the substitution. A copy of the DVBE's reply shall be sent simultaneously by certified mail to the contractor and awarding department.

5. The awarding department shall review and compile the documents for submission to DGS for final approval/denial.

6. The DVBE substitution process shall not be used as an excuse for noncompliance with any provision of law. This includes, but is not limited to, the Subletting and Subcontracting Fair Practices Act (§ 4100 et seq., Public Contract Code) or any contract requirements relating to substitution of subcontractors.

7. Contractors who proceed with work pending a substitution decision may be subject to contract termination, recovery of damages under rights, remedies and penalties. This is outlined in MVC 999.9, PCC 4110, or 10115.10 (applies to public works only).

F. **REPORTING REQUIREMENTS AND PROCEDURES**.

1. **REPORTING REQUIREMENTS**. Upon completion of an awarded contract for which a commitment to achieve a DVBE goal was made, the awarding agency is required to submit and collect from the prime contractor/bidder that entered into a contract with a DVBE subcontractor the prime contractor/bidder's DVBE DGS STD 817form certifying all payments have been made to DVBE subcontractors pursuant to MVC 999.5.

   Pursuant to MVC 999.7, the awarding agency is required to withhold $10,000 from the final payment or the full payment if less than $10,000 on contracts until the prime contractor/bidder complies with the certification requirements of MVC 999.5(d).
   If the prime contractor/bidder, upon notification, does not comply with the certification requirements, the final payment is permanently deducted. The withholding applies to all procurement approaches with a DVBE subcontractor, as defined by MVC 999(b)(4).

   Notwithstanding any other law, an awarding agency shall not withhold more than the amount specified on the final payment of any DVBE contract for the purposes of ensuring compliance with the certification requirements of MVC 999.5.

   (a) Prime contractors/bidder is required to maintain records supporting the information submitted on the DGS STD 817form.

   (b) A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation in the minimum amount of $2,500 and the maximum amount of $25,000. An action for a civil penalty under this subdivision may be brought by any public prosecutor in the name of the people of the State of California and the penalty imposed shall be enforceable as a civil judgment.

   (c) The DGS STD 817is to be forwarded to the California Highway Patrol's Business Services Section, Certified Business Advocate via U. S. mail at 601 North 7 Street, Sacramento, CA 95811, electronically at Certifiedbusiness@chp.ca.gov, or facsimile at 916 322-3166, for processing and inclusion in the contract file.

2. **PROCEDURE.** Prior to completion of any contract with the prime contractor/bidder that commit to achieve a DVBE participation goal, the awarding agency is required to withhold $10,000 from the final payment or the full payment if less than $10,000 until the prime contractor submits the DGS STD 817form certifying all payments have been made to the DVBE subcontractors.

   Prime contractor/bidder is responsible for submitting the completed DGS STD 817to the awarding agency within 60 days from the completion of the contract.

   The awarding agency must give notice to prime contractor/bidder that fail to comply with the above reporting requirements. The prime contractor/bidder has 15 to 30 calendar days from date of notice to cure the defect or $10,000 from the final payment or the full

payment if less than $10,000 is permanently deducted. The withholding applies to all procurement approaches with a DVBE subcontractor, as defined by MVC 999(b)(4).

The DGS STD 817form shall be retained in the procurement file.

G. **RESOURCE AND INFORMATION.** Should you have questions regarding the DVBE Incentive, documentation requirements, or assistance identifying and/or developing search criteria for potential DVBE contractor/suppliers for this solicitation, contact:

CHP Certified Business Advocate
E-mail: Certifiedbusiness@chp.ca.gov
Business: 916 843-3627 Facsimile: 916 322-3166

H. **DVBE PROGRAM DEFINITIONS.**

Agent/Broker – Pursuant to MVC 999.2, any individual, entity, or any combination thereof, 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 certified disabled veterans has 51 percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

Commercially Useful Function - Pursuant to MVC 999 §§ et seq., a person or an entity is deemed to perform a CUF if a person or entity does all the following:

1. Is responsible for the execution of a distinct element of the work of the contract.
2. Carries out the obligation by performing, managing, or supervising the work involved.
3. Performs work that is normal for its business services and functions.
4. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.
5. A subcontractor will not be considered as performing a CUF if its role is limited to that of an extra participant in a transaction, agreement, or project through which funds are passed in order to achieve the appearance of DVBE participation.

Note: A subcontractor will not be considered as performing a CUF if its role is limited to that of an extra participant in a transaction, agreement, or project through which funds are passed in order to achieve the appearance of DVBE participation.

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

Disabled Veteran Business Enterprise (DVBE) – Pursuant to the CCRS, Title 2, 1896.61(l): A DVBE is a business enterprise certified by the DGS OSDS as meeting all of the following criteria:

1. Any person or entity that satisfies the ownership (or management) and control requirements of CCR 1896.61(f); is certified in accordance with CCR 1896.70; and provides services or commodities that contributes to the fulfillment of the contract requirements by performing a CUF.

2. Sole proprietorship owned by a disabled veteran; or a firm or partnership, 51 percent of the stock or partnership interests of which are owned by one or more disabled veterans.

3. Managed by and with the daily business operations controlled by one or more disabled veterans.

4. Sole proprietorship, corporation, or partnership with its home office located in the US which is not a branch or subsidiary of a foreign corporation, firm or other business.

DGS PD 843, DVBE Declarations – Upon award of a contract the prime contractor/bidder shall forward a copy of the DGS PD 843, DVBE Declaration to the DVBE subcontractor(s)/supplier(s) for completion and return to the bidder. Bidder must submit the completed DGS PD 843 at the same the bid is submitted to CHP. Bidders awarded a contract are contractually obligated to use the DVBE subcontractor/supplier for the work identified unless the DGS agrees to a substitution. The CHP shall be notified in writing that a substitution is requested, in turn, CHP shall forward all DVBE substitution request to DGS for final approval.

DGS PD 05-105, Bidder Declaration – All bidders responding to this solicitation must complete the DGS PD 05-105, Bidder Declaration and include it with their bid response. When completing the declaration, bidders responding to the solicitation must identify all DVBE subcontractor/supplier proposed for DVBE participation in the contract. Bidder must submit the completed DGS PD 05-105 at the time the bid is submitted to CHP. Bidders awarded a contract are contractually obligated to use the DVBE subcontractor/supplier identified on this form for the work identified unless the DGS agrees to a substitution. The CHP shall be notified in writing that a substitution is requested, in turn, CHP shall forward all DVBE substitution request to DGS for final approval.

Percentage/Goals – Pursuant to MVC 999 (b)(9), means a numerically expressed objective that awarding departments and contractors are required to make efforts to achieve.

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)**:

_____ _____ _____
(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)

State of California—Department of General Services, Procurement Division
GSPD–05–105 (REV 08/09)

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."

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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 https://caleprocure.ca.gov/pages/index.aspx.

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.

Client References

List three (3) clients served in the past five (5) years for which the bidding firm provided similar services. List the most recent first. In addition to the references listed, CHP may check with CHP offices previously or currently serviced by your company.

REFERENCE 1

Name of Firm

Street address	City	State	Zip Code

Contact Person	Telephone number ( )
Dates of service	Value or cost of service

Brief description of service provided

REFERENCE 2

Name of Firm

Street address	City	State	Zip Code

Contact Person	Telephone number ( )
Dates of service	Value or cost of service

Brief description of service provided

REFERENCE 3

Name of Firm

Street address	City	State	Zip Code

Contact Person	Telephone number ( )
Dates of service	Value or cost of service

Brief description of service provided

If three references cannot be provided, explain why:

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 CALIFORNIA HIGHWAY PATROL

DARFUR CONTRACTING ACT CERTIFICATION

CHP 116 (Rev. 4-11) OPI 076

Darfur Contracting Act Certification

Pursuant to Public Contract Code (PCC) Section 10478, a firm that currently has or within the previous three years has had business activities or other operations outside of the United States, must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476. Scrutinized companies are ineligible to bid on or submit a proposal for a contract with a California state agency to supply goods or services.

A "scrutinized" company is one that does business in the African nation of Sudan (of which the Darfur region is a part). As defined in PCC Section 10476, a "scrutinized company" means a company in Sudan that is involved in power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, but excludes a company that can demonstrate any of the conditions specified in PCC Section 10476 subsections (a) through (g).

Completion Instructions:

1. Mark/check one (1) box to describe the Bidding Firm's compliance with the Darfur Contracting Act.
2. Collect the signature of a person authorized to bind the Bidding Firm to the claim made below.
3. Return the completed/signed attachment with the bid/proposal response per bid instructions.

Bidding Firm's Claim (Check One):

☐ The Bidding Firm does not currently have, and our firm has not had within the previous three years, business activities or other operations outside of the United States.

OR

☐ The Bidding Firm claims it is a "scrutinized" company as defined in Public Contract Code section 10476, but the bidding firm has received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b).
Include a copy of the written permission issued by the Department of General Services with this attachment.

OR

☐ The Bidding Firm currently has, or has had within the previous three years, business activities or other operations outside of the United States. However, the Bidding Firm claims it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Certification

I, the official named below, am duly authorized to legally bind the Bidding Firm to the claims made herein. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

NAME OF BIDDING FIRM	
Signature	DATE SIGNED
PRINTED/TYPED NAME	TITLE

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)

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 California Highway Patrol	Contracts Services Unit

MAILING ADDRESS	FAX	TELEPHONE *(include area code)*
601 N. 7th Street	(916) 322-3166	(916) 843-3610

CITY	STATE	ZIP CODE	E-MAIL ADDRESS
Sacramento	CA	95811	

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 names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.
Mailing Address – The mailing address is the address where the payee will receive 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.

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 – STATE CONTROLLERS OFFICE

PAYEE DATA RECORD SUPPLEMENT

(This form is optional. Form is used to provide remittance address information if different than the mailing address on the STD 204 – Payee Data Record. Use this form to provide additional remittance addresses and additional Authorized Representatives of the Payee not identified on the STD 204.)

STD 205 (New 03/2021)

Payee Information (must match the STD 204)

NAME (*Required. Do not leave blank.*)	**TAX ID NUMBER** (*Required*) SSN, ITIN, or FEIN that matches Tax ID number provided on STD 204
BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (*If different from above*)	

Additional Remittance Address Information

- Use the fields below to provide remittance addresses for payee if different from the mailing address on the STD 204.
- ***The addresses provided below are for remittance purposes only. 1099 information returns will be sent to the mailing address specified on the STD 204.***

1	**REMITTANCE ADDRESS** (number, street, apt or suite no.)		
	CITY	**STATE**	**ZIP CODE**
2	**REMITTANCE ADDRESS**		
	CITY	**STATE**	**ZIP CODE**
3	**REMITTANCE ADDRESS**		
	CITY	**STATE**	**ZIP CODE**
4	**REMITTANCE ADDRESS**		
	CITY	**STATE**	**ZIP CODE**
5	**REMITTANCE ADDRESS**		
	CITY	**STATE**	**ZIP CODE**

Additional Contact Information

Use the fields below to provide additional Authorized Representatives for the Payee if applicable.

1	**CONTACT NAME**	
	TELEPHONE *(Include area code)*	**EMAIL**
2	**CONTACT NAME**	
	TELEPHONE	**EMAIL**
3	**CONTACT NAME**	
	TELEPHONE	**EMAIL**

Certification

I hereby certify under penalty of perjury that the information provided on this supplemental document is true and correct.

By signing this document, I authorize the State of California to remit payment to the addresses specified on this supplemental form (STD 205) and certify that all persons identified on this form are authorized representatives of this payee. Payments remitted to any of the listed addresses may be reported on 1099 information returns to the tax liable entity identified on the accompanying Payee Data Record - STD 204.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE (Print or Type name)	**TITLE**	**E-MAIL ADDRESS**
SIGNATURE X	**DATE**	**TELEPHONE** *(Include area code)*

STATE OF CALIFORNIA – STATE CONTROLLERS OFFICE

PAYEE DATA RECORD SUPPLEMENT

(This form is optional. Form is used to provide remittance address information if different than the mailing address on the STD 204 – Payee Data Record. Use this form to provide additional remittance addresses and additional Authorized Representatives of the Payee not identified on the STD 204.)

STD 205 (New 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record Supplement, STD 205. Sign, date, and return to the state agency/department with a completed STD 204. Prompt return of the fully completed forms will prevent delays when processing payments.

Purpose – Completion of this form (STD 205) is optional. Payees may use this form to provide remittance addresses or contact information in addition to the 1099 information return mailing address provided on the STD 204. This form shall only be used in conjunction with the STD 204, and will not be accepted without a STD 204.

Please note: The State of California Government will issue 1099 information returns to the mailing address provided on the most recently dated form STD 204 validated by the Payee. Addresses provided on this form (STD 205) will be used for remittance purposes only. If the payee would like to update the address for receiving 1099 information returns, please complete the STD 204.

Payee Information: The Payee's Tax ID number (TIN) and Name (including any Business, DBA, or Disregarded LLC names) are required. This information is subject to TIN matching via the IRS database for validation. Payee Information provided in this section must clearly match the STD 204. Any discrepancies may result in delays of payment, up to and including denial of the request.

Name – Enter the name of the Payee. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Tax ID 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.

Additional Remittance Address Information - Enter the Payee's additional remittance address(s) that are not listed on STD 204. Up to five (5) addresses may be provided on this form. The Payee may provide additional remittance addresses on a second STD 205 form if needed.

Additional Contact Information - Enter the Payee's additional or updated contact information. Up to three contacts may be identified on this form. Payee may provide additional contacts on a second STD 205 if needed.

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 the STD 204 form.

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT - VENDOR

CHP 78V (Rev. 4-11) OPI 076

OPI CONTRACT/REQUISITION NUMBER

It is a mandatory requirement for the contractor/vendor to complete and submit the Conflict of Interest and Confidentiality Statement prior to commencing contract services and/or delivering requested commodities. Failure to complete and submit the Conflict of Interest and Confidentiality Statement prior to commencement of work and/or delivery of requested commodities will be grounds for contract termination.

As an authorized representative and/or corporate officer of the company named below, I warrant my company and its employees have no personal or financial interest and no present or past employment or activity which would be incompatible with participating in any activity related to this contract. For the duration of this contract, I warrant my company and its employees will not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is associated with this contract.

I warrant my company and its employees not to disclose any financial, statistical, personal, technical, media-related, and all other data and information made available to use by the state for the purpose of
providing services to the California Highway Patrol (CHP) in conjunction with the contract identified above. I warrant that only those employees who are authorized and required to use such materials will have access to them. Authorization documentation must be provided to the CHP prior to the start of the contract.

I further warrant that all materials provided by the state will be returned promptly after use; all copies or derivations of the materials will be physically and/or electronically sanitized at a minimum in accordance with the Federal Information Security Management Act (FISMA), National Institute of Standard Technology (NIST), 43 NIST Special Publication 800-36. I will include, with the returned materials, a letter attesting to the complete return of materials and documenting the destruction of copies and derivations. Failure to so comply will subject my company to criminal and civil liabilities, including all damages to the state. I authorize the state to inspect and verify the destruction document(s) as described above.

I warrant that my company will not enter into any agreements or discussions with a third party concerning such materials prior to receiving written confirmation from the state that such third party has an agreement with the state similar in nature to this one. I agree to immediately advise the CHP contract coordinator of any person(s) who has access to project confidential information and intends to disclose that information in violation of this agreement.

NAME OF COMPANY

NAME OF COMPANY REPRESENTATIVE | TITLE

SIGNATURE OF COMPANY REPRESENTATIVE | DATE

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over $100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts over $100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts over $100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. *Proposer/Bidder Firm Name (Printed)*	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County and State of*

SCO ID: 2720-26C285002

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
26C285002	

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

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTOR NAME

TBD Upon Award

2. The term of this Agreement is:

START DATE

10/01/2026 or Upon Approval by Department of General Services (DGS) , whichever is later

THROUGH END DATE

09/30/2029

3. The maximum amount of this Agreement is:

$200,000.00 (Two Hundred Thousand Dollars and Zero Cents)

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

	Exhibits	Title	Pages
	Exhibit A	Scope of Work	6
	Exhibit A-1	Geographical Regions	1
	Exhibit B	Budget Detail and Payment Provisions	3
+ -	Exhibit C *	General Terms and Conditions - 02/2025	*
+ -	Exhibit D	Special Terms and Conditions	12
+ -	Exhibit E	Insurance Requirements	3
+ -	Attachment 1	CHP 234F, Tow Operator/Driver Information	1
+ -	Attachment 2	CHP 234B, Tow Truck Inspection Guide	2

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.)

TBD Upon Award

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
26C285002	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Department of California Highway Patrol			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
601 North 7th Street	Sacramento	CA	95811
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 California Highway Patrol (CHP) **Yuba-Sutter Area office**, the services described herein: furnish all supplies, materials, tools, equipment, labor, personnel, and supervision; pay all taxes, insurance, bonds, license and permit fees, and all other direct and indirect costs necessary to provide **Evidence Impound Tow and Storage Services** on an as-needed basis. Services shall include but not limited to towing and secure storage of property impounded as evidence in accordance with the terms set forth in this Agreement.

   A. License Requirement: Local County or City business license and valid driver's license.

   B. Contractor shall provide a Certificate of Insurance in accordance with the Insurance Requirements found in this Agreement (Exhibit E).

2. The services shall be performed at:

   Various locations within the Geographical Regions (Exhibit A-1) of this Agreement.

3. The services shall be provided during:

   As needed on a 24-hour, seven (7) days per week basis.

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

STATE AGENCY		CONTRACTOR	
Department of California Highway Patrol		TBD Upon Award	
NAME Clint Beloberk, Captain, Yuba-Sutter Area office		NAME	
TELEPHONE NUMBER (530) 645-6212	EMAIL CBeloberk@chp.ca.gov	TELEPHONE NUMBER ( ) -	EMAIL
Direct all inquiries to:			
STATE AGENCY Department of California Highway Patrol		CONTRACTOR TBD Upon Award	
SECTION/UNIT Business Services Section, Contract Services Unit		SECTION/UNIT/DEPARTMENT	
ATTENTION Juan Acosta, Contract Analyst		ATTENTION TBD Upon Award	
ADDRESS 601 North 7th Street Sacramento, CA 95811		ADDRESS	
TELEPHONE NUMBER (916) 843-6310	EMAIL Juan.Acosta@chp.ca.gov	TELEPHONE NUMBER ( ) -	EMAIL

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK *(Continued)*

5. Detailed description of work to be performed:

A. **General Specifications**

Contractor shall:

(1) Furnish all labor, materials, equipment, licenses and/or permits necessary for completion of Agreement for Department of California Highway Patrol (CHP).

a. Coordinate with CHP Area representative before the start date of the Agreement to determine whether vehicles need to be transported from the previous storage facility and if so, transport the vehicles within the first week of the Agreement. Contractor shall invoice the CHP for this initial transfer at the rates specified in Exhibit B, Item 4, Rate Schedule.

b. Respond to all calls as requested by the CHP in a timely manner and be available on a 24-hour, seven (7) days per week basis.

c. Secure and be responsible for the safekeeping of vehicular evidence and any, and all property within. Perform skilled recovery, clean up the scene and transport impounded vehicles to their facility.

d. Comply with the following provisions: California Unfair Trade Practice Laws, California Business and Professions Code (B&PC) Section 17043, B&PC Section 16700 et seq., B&PC Section 17200, Common Law Interference Advantage, Common Law Unfair Competition, and Federal and state prohibitions against contracts in restraint of trade.

e. Contractor or subcontractor shall ensure employees do not place another vehicle or other collision scene debris on or within any vehicle impounded as evidence. Contractor or subcontractor shall not enter the vehicle without the express consent of the CHP Scene Manager.

(2) The facility that is to be used under the terms of this Agreement must be located within the Geographical Regions (Exhibit A-1) included in this Agreement, unless this requirement is waived by an addendum from the Area commander.

(3) If Contractor is a CHP rotation tow service provider; a call-out under this Agreement does not constitute a rotation call-out.

B. **Contractor & Employees**

(1) Contractor shall have a minimum of three (3) verifiable years of for-hire towing experience as an owner or principal or employ a full-time manager who possesses at least three (3) verifiable years of tow experience as an owner, principal, or full-time manager.

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK *(Continued)*

If, during the term of this Agreement, the status of appointed manager changes or said manager ceases to be employed by the Contractor, this may be cause for cancellation of the Agreement.

(2) Contractor and all applicable employees shall have a Carrier Identification (CA) number and valid Motor Carrier Property (MCP) permit. In addition, Title 13, Section 1213, California Code of Regulations requires that records be maintained for hours of service.

(3) Contractor shall ensure that tow truck drivers providing service for the CHP under this Agreement have completed an approved tow truck driver training program within the past five (5) years. Acceptable tow truck driver training programs will be approved by the Tow Service Agreement Advisory Committee (TSAAC). The list is available from the Area tow officer. Documentation of completed tow truck driver training program shall be submitted with the CHP 234F, Tow Operator/Driver Information form (Attachment 1) to the Area tow officer.

(4) Tow truck drivers shall perform all towing, recovery, and storage operations in the safest and most expedient manner possible.

(5) Tow truck drivers shall be at least eighteen (18) years of age and shall possess the proper class of license and endorsements for the towing vehicle and the vehicle being towed. All tow truck drivers shall be properly licensed in accordance with Section 12804.9 of the Vehicle Code (VC).

(6) Contractor and applicable employees shall be enrolled in the Employer Pull Notice (EPN) program. In the instance where a new employee is hired, Contractor will be granted a maximum of thirty (30) days to enroll the new employee in the EPN program. EPNs shall be signed and dated by the Contractor. Contractor shall maintain and be able to provide at all times a current list of drivers and a copy of the current EPN report, or in the case of newly hired drivers, proof of enrollment in the EPN program.

(7) Contractor employees shall wear an identifiable uniform (either shirt and pants or coveralls) displaying the company name as well as the driver's name while performing services for the CHP. Employees must also wear safety vests or reflective clothing which meets California Code of Regulations, Title 8, Section 1598 and/or Title 23, Highways, Chapter 1, Federal Highway Administration, Department of Transportation, Part 634, Worker Visibility (Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004).

C. **Towing Vehicles**

(1) Contractor shall equip and maintain tow trucks to be used for services under this Agreement in accordance with the provisions set forth in the California Vehicle Code (VC), Title 13 of the California Code of Regulations (Title 13), these Specifications, and in a manner consistent with industry standards and practices.

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK *(Continued)*

(2) All tow trucks shall have recovery and wheel lift capabilities meeting these specifications and the most recent electronic version of the CHP 234B, Tow Truck Inspection Guide (Attachment 2). Class D tow trucks (if applicable) used exclusively for salvage and recovery operations are not required to possess wheel lift capabilities. A car carrier is exempt from the recovery, wheel lift, and boom capability requirements, however; the car carrier must be an additional unit and shall not be used for recovery.

(3) A violation of the gross vehicle weight rating (GVWR) and/or safe loading requirements of a tow truck may be cause for termination of the Agreement. This includes exceeding the tow truck's GVWR, front axle weight rating (FAWR), rear axle weight rating (RAWR), maximum tire weight ratings, or not maintaining 50 percent of the tow truck's unladen front axle weight on the front axle when towing. The total weight of the truck, including the lifted load, shall fall within the GVWR and not exceed either the FAWR or RAWR.

(4) Tow truck and car carrier classifications are based on the truck chassis GVWR, and the classification system used by the American Trucking Association (ATA) and truck manufacturers. Tow truck and car carrier classifications shall meet all applicable state and/or federal standards.

(5) Each piece of towing equipment shall have a label or identification tag permanently affixed to the equipment in a prominent location to identify the manufacturer, serial number, model, and rated capacity.

(6) The basic performance rating of the recovery equipment is the weight the equipment can lift in a winching mode, when the boom is static at a 30-degree elevation with the load lines vertical and the lifting cables sharing the load equally, measured with a live load (weight or load cell). The structural design of the recovery equipment must have a higher load capacity than the performance ratings. Winches shall conform to or exceed the specifications set forth by the Recovery Equipment Rating, Society of Automotive Engineers (SAE) Handbook, SAE J706. All ratings for cable and chain assemblies are for the undamaged assembly condition. All cable and chain assemblies should be the same type, construction, and rating as specified by the original equipment manufacturer (OEM) for the equipment.

(7) All controls shall be clearly marked to indicate proper operation as well as any special warnings or cautions.

(8) The CHP shall provide for not less than one (1) annual inspection of all tow trucks at no charge to the Contractor. This annual inspection shall consist of a Level One inspection conducted by either a commercial enforcement officer or tow officer (see Attachment 3, CHP 407F, Safetynet Driver/Vehicle Inspection Report); and a tow truck inspection conducted by either a commercial enforcement officer or tow officer (see Attachment 2). Upon successful completion of the Level One inspection, a Commercial Vehicle Safety Alliance (CVSA) decal shall be issued.

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK *(Continued)*.

(9) The CHP may conduct additional inspections without notice during normal business hours. The Contractor shall not dispatch a tow truck that has not been inspected and approved by the CHP. The CHP shall inspect a tow truck within thirty (30) days of a request from Contractor.

D. **Response**

(1) CHP Yuba-Sutter Area office and Contractor shall mutually agree upon a determined response time. If Contractor is unable to respond within the determined time, a towing company on the Area's rotation tow list that meets storage security specifications will be called. Contractor will be responsible for charges billed by this towing company. The CHP will reimburse Contractor at the Agreement rates for towing, recovery, and storage.

(2) Only personnel and equipment requested shall respond to a CHP call. Nothing would preclude Contractor from responding to an incident to ascertain if additional assistance or equipment is required, however there shall be no additional charges for any personnel or equipment that is not necessary to perform the required service. Should assistance be required, the CHP scene manager shall be notified.

E. **Storage Facility**

Contractor shall:

(1) Contract shall provide a location having adequate secure storage and shall be responsible for the vehicle and vehicle contents while in his/her possession. If Contractor shares storage area (property) with another business or businesses, CHP storage will be secured from said businesses.

(2) Secure storage is defined as a building with four (4) solid walls and a solid roof, or a fenced area (six foot minimum) with entire circumference topped with razor/barbed wire that would prevent an average adult from entering secured area. Secure area will have lockable entry/exit doors. CHP representative has the right to request indoor storage and/or third-party storage.

(3) Contractor will secure vehicles from unauthorized persons (employees and public). Access to vehicles will be limited to personnel authorized by the CHP (Area Commander or Tow Officer).

(4) Contractor will ensure that stored vehicles will be protected from long-term effects of weather (snow, hail, salt, sand, etc.).

(5) Contractor's yard is required to be equipped with a safety-certified, automobile service station type auto lift.

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK *(Continued)*.

F. **Inventory**

Contractor shall submit to the CHP Area office a monthly report of all vehicles held in storage. In the event no vehicles are stored, a response is still required. Failure to do so may result in cancellation of Agreement.

G. **Inspection of Evidence**

The CHP reserves the right to inspect vehicles upon a request to Contractor's representative with authorization from the Area commander, or on-duty supervisor. Call-out charges when facility is not staffed shall be billed to CHP at the hourly rate divided into quarter hours. Time should be rounded down to the nearest quarter hour.

There shall be no additional charge(s) for moving (e.g., driving, towing, pushing, utilizing a forklift) a stored vehicle within the Contractor's storage facility.

H. **Notification & Release**

(1) Contractor is advised that pursuant to Section 22852 of the California Vehicle Code, the Agency directing the storage is required to notify the registered and legal owners of the vehicle. Therefore, CHP will notify the registered and legal owners of vehicles impounded as evidence.

(2) Upon notification by CHP that its financial responsibility has ended, Contractor shall terminate billing to CHP and begin billing as directed in Exhibit D Special Terms and Conditions, Item 6, Financial Responsibility.

(3) Contractor shall strictly comply with all instructions for the release or retention of the impounded vehicle which are contained on the CHP 180, Vehicle Report. Failure to comply with this paragraph shall result in the following:

a. First offense - written reprimand.

b. Second offense - cancellation of Agreement.

c. This will not preclude CHP or the affected District Attorney from filing criminal charges against Contractor if appropriate.

EXHIBIT A-1
(Standard Agreement)

GEOGRAPHICAL REGIONS

The geographical regions covered by CHP Yuba-Sutter Area office are as follows:

- All of Yuba and Sutter Counties.

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 invoice(s), the State agrees to compensate Contractor monthly in arrears in accordance with the rates specified herein.

   B. A clear, itemized, and detailed explanation of any additional service that caused the time to exceed one (1) hour shall be documented on the invoice, pursuant to Section 22651.07-(g)(7) California Vehicle Code.

   C. **Contractor shall submit monthly**, one (1) original and one (1) copy of all invoices, clearly indicating the Agreement number to the following address:

   Name: Clint Beloberk, Captain
   Office: CHP Yuba-Sutter Area office
   Address: 1619 Poole Boulevard
   Yuba City, CA 95993-2608

   Invoices shall be billed to "California Highway Patrol" and not "CHP".

   D. Invoices not on pre-printed bill heads shall be signed by Contractor furnishing the service.

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.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS *(Continued)*

4. **Rate Schedule**

The rate for towing should be computed from portal to portal when a vehicle is towed to the operator's storage yard

Portal to portal shall be defined as follows: Time shall start from either the point of dispatch (must be within Geographical Region outlined in Exhibit A-1) or upon departure from the place of business, whichever is closer to the location of the call, and shall end at the estimated time of return to the place of business or completion of the call.

CHP agrees to pay Contractor the following rates for services provided to the **CHP Yuba-Sutter Area** office:

A. Tow Rates:

1) Light Duty Tow Rate	TBD per hour
2) Medium Duty Tow Rate	TBD per hour
3) Heavy Duty Tow Rate	TBD per hour
4) Rotator Tow Rate	TBD per hour

Note: In the event that time at the scene exceeds one (1) hour, charges shall be itemized and charged in fifteen (15) minute increments based on the per-hour rate.

B. Storage Rates*:

1) Flat Rate for Storage	TBD per day
2) Storage of Commercial Vehicles as described in Section 34500 of the Vehicle Code. (No charges will be allowed for tow dolly)	TBD per day

*Storage rates are computed on a per vehicle basis. A truck/tractor would occupy the same space as a vehicle (passenger vehicle, light truck). A trailer would occupy two vehicle spaces.

C. Call-Out Post Storage Inspection Rate TBD per hour

D. The Agreement is written for **Two Hundred Thousand Dollars and Zero Cents ($200,000.00)**. The CHP makes no commitment, written or implied, to the number of services requested or required during the term of the Agreement. The CHP does not warranty the amount of funds that will be needed or expended. Payment will be made for actual cost per services rendered and according to Exhibit B.4, Rate Schedule.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS *(Continued)*

E. Due to the nature of Evidence Towing Services, it is not always feasible to forecasts costs. Evidence Towing Services are utilized on an as needed basis and the number of services required can fluctuate and is unpredictable. Estimates may be based on prior and current storage usage. In the event it is anticipated that the required number of services will exceed the Agreement amount, an amendment will be processed to add funds to the Agreement at the same rates.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. COMPLIANCE WITH LAW

Contractor and employee(s), any of whom are salaried, non-salaried, volunteer, or involved in any aspect or activity of the business, whether or not receiving compensation of any kind for doing so, shall at all times, comply with federal, state, and local laws and ordinances.

A. In the event of a minor traffic violation by an employee of the Contractor which is known by the CHP, Contractor shall be advised of the violation by the CHP. Contractor will be granted the opportunity to take necessary steps to ensure that the employee complies with the law. Any subsequent traffic violations may be cause for termination of the Agreement. Any flagrant traffic violation by Contractor or employee may be cause for immediate termination of the Agreement.

B. Should at any time during the term of this Agreement, any arrest and or conviction of or plea(s) to any offense(s) pertaining to the Contractor or employee(s) involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a drug-related offense, felony driving while under the influence of alcohol and/or a drug, misdemeanor driving while under the influence of alcohol and/or a drug, or moral turpitude become known to CHP, it should result in immediate termination of the Agreement.

2. 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 (thirty) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

3. STANDARD OF CONDUCT

During the course of business, as related to this Agreement, Contractor and employee(s) shall refrain from any acts of misconduct including, but not limited to, any of the following:

A. Rude or discourteous behavior.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

B. Lack of service, selective service, or refusal to provide service which Contractor or employee(s) is capable of performing.

C. Any act of sexual harassment or sexual impropriety.

D. Unsafe driving practices.

E. Exhibiting any objective symptoms of alcohol and/or drug use.

F. Appearing at the scene with the odor of an alcoholic beverage emitting from the driver's or employee's breath. The employee shall submit to a preliminary alcohol screening test upon demand of the CHP.

All CHP-related tow service complaints received or initiated by the CHP against Contractor or Contractor's employees will be accepted and investigated in a fair and impartial manner. Contractor and/or employees shall cooperate with CHP investigators during the course of an investigation. Contractor will be notified in writing the results of any investigation. Contractor shall not advertise or otherwise make known, publicly or otherwise, the fact they perform, or have performed, services for the California Highway Patrol. Additionally, Contractor shall not use the name of the California Highway Patrol or any Department marks, logos, or representations, whether or not registered, for any purpose, including but not limited to advertising.

4. LIABILITY AND DAMAGES

Any damage to the vehicle through gross negligence by Contractor or by Contractor's employees will be just cause for immediate termination of the Agreement. Contractor will bear all costs for repair of vehicle and for establishing a new Agreement.

5. SECURITY CLEARANCE REQUIRMENT

Contractor and all personnel who are assigned to the Agreement are required to have a clear driver's license and fingerprint check through the California Department of Motor Vehicles and the California Department of Justice and Federal Bureau of Investigation. During this Agreement, any adverse finding(s) under the driver's license and/or fingerprint check may, at the sole discretion of CHP, result in termination of the Agreement. New personnel are subject to the driver's license and fingerprint checks as outlined above.

6. FINANCIAL RESPONSIBILITY

A. When vehicles and property are impounded as evidence for use in an investigation and possible prosecution of a crime, the CHP is financially responsible for towing, recovery and

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storage charges incurred from the initial seizure to the time criminal charges are filed by the district attorney. The district attorney of the county where the case is filed is financially responsible for charges from the time charges are filed until the case is adjudicated. (Attorney General's Opinion 85-804).

B. Storage rates charged to county as a result of vehicles stored under this Agreement shall not exceed the rates specified in this Agreement.

C. The registered owner is responsible for all storage charges incurred after the vehicle is released by the CHP. Refer to Division 11, Chapter 10, Article 2, beginning with Section 22851 of the California Vehicle Code for information regarding lien sales.

D. All towing, recovery and storage performed in accordance with the specifications in this Agreement shall not be charged to the vehicle owner or the vehicle owner's insurance company when CHP or the county is responsible for the charges as outlined in this Agreement.

7. SUBCONTRACTING

Nothing shall prohibit Contractor from subcontracting any portion of this Agreement including "big-rig" towing, recovery and storage, provided CHP contact is given fifteen (15) working days' notice in writing, prior to the commencement of work. The subcontractors company name, address and telephone number must be provided in the written notice. All Agreement requirements are applicable to the subcontractor including the right to inspection and approval by CHP command.

A. All persons including subcontractors, engaged in work to fulfill this Agreement will be considered as employees of the Contractor. Contractor shall give personal attention to fulfillment of this Agreement and shall maintain control over the work provided. Should any subcontractor fail to complete a portion of the work in a manner satisfactory to CHP, Contractor shall correct the defective work and/or materials at no additional expense to the CHP.

B. CHP shall not entertain requests to arbitrate disputes among subcontractors or between Contractor and subcontractors concerning responsibility of performing any part of the work. Contractor is responsible for <u>all</u> work performed under this Agreement.

C. CHP assumes no responsibility for the payment of subcontractors. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of work relating to this Agreement.

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(Standard Agreement)

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D. Contractor shall ensure that all subcontracts for services include provisions requiring compliance with applicable terms and conditions specified in this Agreement and all exhibits incorporated by reference.

8. APPLICABLE LAWS AND REGULATIONS

The Contractor shall be informed of and comply with all Federal and State statutes, rules and regulations applicable to the contract and to those engaged or employed through the contract. The Contractor shall hold the State, its officers, agents, and employees harmless and indemnify and defend the State for any claims for damages arising out of occurrences, accidents, or misuse by the Contractor or subcontractors.

If a conflict arises between the provisions of the scope of work and any such statute, rule or regulation, the Contractor shall notify the State at once in writing. If, before receiving clarification, the Contractor performs any portion of the work affected by the conflict, any performance shall be at the Contractor's own risk and he/she shall not be entitled to any additional compensation.

The Contractor shall be liable for damage to any person or property resulting from defects in the work or, obstructions throughout the term of the contract or at any time before acceptance of the completed work.

9. EXPATRIATE CORPORATIONS

California Public Contract Code section 10286.1 a State agency shall not enter into any contract with an expatriate corporation or its subsidiaries.

10. PERMITS AND LICENSES

The Contractor shall be an individual or firm licensed to do business in California and shall obtain at Contractor's expense all license(s) and permit(s) required by law for accomplishing all work required relating to this Agreement.

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

Pursuant to the Business and Professions Code, Division 3, Chapter 9, it is a misdemeanor for any person to submit a bid to a public agency to engage in the business or act in the capacity of a

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Contractor within this State without having the required license except in any of the following cases:

1) The person is exempted from the provisions of this chapter; or

2) The bid is submitted on a State project governed by California Public Contract Code section 10164.

This chapter shall not apply to a joint license as required by Business and Professions Code section 7029.1. However, if the Contractor makes the bid as a joint venture, each person submitting the bid shall be subject to this chapter with respect to his/her individual license.

This chapter shall not affect the right or ability of a licensed architect or registered professional engineer to form joint ventures with licensed Contractors to render services within the scope of their respective practices.

11. PERMITS AND CERTIFICATIONS FROM STATE BOARD OF EQUALIZATION

This solicitation and any resulting contract shall be subject to all requirements as set forth in Sections 6487, 7101 and sections 6452.1, 6487.3, 18510 of the Revenue and Taxation Code, and section 10295.1 of the Public Contract Code requiring suppliers to provide a copy of their reseller's permit or certification of registration and, if applicable, the permit or certification of all participating affiliates, issued by California's State Board of Equalization. Failure of the supplier to comply by supplying the required permit or certification will cause the supplier's bid response to be considered non-responsive and their bid rejected. Unless otherwise specified in this solicitation, a copy of the reseller's permit or certification of registration must be supplied within five (5) State business days of the request made by the State.

12. CONTRACTOR'S WAIVER

Neither the State nor any of its officers or employees shall be liable for: loss or damage to the Contractor's work or any part thereof or to any of the materials used in performing the work; injury to any person(s), either workers or the public and for damage to property due to the Contractor's intentional or negligent acts that might have been prevented by the Contractor or anyone employed by him/her. In addition to any remedy authorized by law, any money due the Contractor under the contract may be retained by the State until final disposition of the lawsuit, legal action(s) or claims. This provision shall not be construed as precluding the State from enforcing any right to offset any current contract the Contractor may have with the State as to any money owed to the State.

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13. TERMINATION OF CONTRACTOR'S CONTROL

Failure to supply an adequate working force, material of proper quality, or failure in any other respect to prosecute the work with the diligence and force specified in the Agreement, are grounds for termination of Contractor's control over the work. The CHP will take over the work as provided in the State Contract Act.

14. CONTRACT APPROVALS AND COMMENCEMENT OF WORK

Contracts are not valid unless and until approved by California Department of General Services, if such approval is required by law. The Contractor is not to commence or proceed with any work in advance of receiving notice that the contract has been approved. Any work performed by the Contractor in advance of the date of approval by the Department of General Services shall be deemed volunteer work and will not be reimbursed by the State.

15. PERSONNEL

Competent trained personnel are to be used. Contractor must notify the State, in writing, of any changes of those personnel allowed access to State premises to provide services under this Agreement. The new personnel will be introduced to CHP Project Representative prior to beginning work and will submit their information for security clearance. In addition, Contractor must recover and return any State-issued identification card provided to Contractor's employee(s) upon their departure or termination.

16. CONTRACT VIOLATIONS

The Contractor acknowledges that any violation of Chapter 2, or any other chaptered provision of the Public Contract Code (PCC), is subject to the remedies and penalties contained in PCC Sections 10420 through 10425.

17. CONTRACT SUSPENSION

Notwithstanding any other provisions of this Agreement, pursuant to a Governor's Executive Order or equivalent directive, such as a court order or an order from a Federal or State regulatory agency, mandating the suspension of State contracts, the State may issue a Suspension of Work Notice. The Notice shall identify the specific Executive Order or directive and the Agreement number(s) subject to suspension. Unless specifically stated otherwise, all performance under the Agreement(s) must stop immediately upon receipt of the Notice. During the period of contract suspension, Contractor is not entitled to any payment for the suspended work. Once the order suspending State contracts has been lifted, a formal letter from the Department will be issued to the Contractor to resume work.

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18. CANCELLATION

A. Cancellation or removal from CHP Rotation Tow Program, if applicable, may result in the immediate cancellation of this Agreement.

B. The sale or transfer of the controlling interest in Contractor's company shall be cause for immediate termination.

C. Contractor may cancel this Agreement upon no less than ninety (90) days' notice. Costs of moving vehicular evidence to a new storage facility shall be the responsibility of the Contractor.

D. CHP reserves the right to cancel this Agreement without cause, upon thirty (30) calendar days advance written notice to the Contractor.

E. CHP may, at its option, immediately cancel the Agreement if any emergency arises which causes the closure of the facility.

F. CHP reserves the right to cancel or terminate this Agreement immediately for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this Agreement.

G. Agreement cancellation/termination shall be effective as of the date indicated in notification from CHP to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.

H. In the event of early cancellation/termination, Contractor shall be entitled to compensation for services performed satisfactorily under this Agreement and expenses incurred up to the date of cancellation in support of this Agreement.

19. CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to State's operation, which are designated confidential by the State and made available to carry out this Agreement, or which become available to the Contractor to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.

If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used with the

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written consent of the State. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in the Contractor's possession that is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Agreement shall be released, published, or made available to any person (except to the State) in violation of any State or federal law.

Contractor by acceptance of this Agreement is subject to all of the requirements of California Government Code Section 11019.9 and California Civil Code Sections 1798, et seq., regarding the collection, maintenance, and disclosure of personal and confidential information about individuals.

20. PATENTS

The Contractor shall assume all costs and agrees to indemnify and save harmless the State, its officers and employees from all suits, actions or claims arising from use of patented materials, equipment, devices or processes used or incorporated in the work contracted for by CHP.

21. ACCOUNTING PRINCIPLES

The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a Contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

22. STOP NOTICE AND CLAIMS

The State will retain from funds owed or that become owed to Contractor an amount sufficient to cover claims filed pursuant to Civil Code sections 3179 et seq.; tax demands filed in accordance with Government Code section 12419.4; claims of State agencies offset under Government Code section 12419.5; and other claims, penalties, and forfeitures for which the State is authorized to retain money.

23. TAX

The State of California and Contractor will each bear their own respective Federal, State and local tax liabilities arising from this Agreement. It is expressly understood that neither the State nor the Contractor will assign, shift, pass on or otherwise assume the tax liabilities of the other

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party.

24. TAX DELINQUENCIES CONTRACT BAN

The State of California shall not enter into any contract for goods or services with a Contractor whose name appears on either list of the five hundred (500) largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code.

25. ACCIDENT PREVENTION

The Contractor shall always exercise precaution for the protection of persons (including employees) and property. Precautionary measures shall include, but not limited to, installation of adequate safety guards and protective devices for all equipment and machinery, whether used in the performance of the work or permanently installed as part of the work.

The Contractor shall comply with all applicable laws relating to safety precautions, including safety regulations of the California Department of Industrial Relations, State Division of Industrial Safety.

26. INCONSISTENT TERMS

If the Contractor discovers any inconsistent terms, omissions or errors in the contract documents, has any questions concerning interpretation or clarification of the contract documents, or if it the Contractor believes the performance of the work or any matters related to the work is not sufficiently detailed or explained in the contract, then, before commencing work, the Contractor shall immediately notify the State in writing and request interpretation, clarification or additional detailed instructions concerning the work.

27. FINAL PAYMENT

After acceptance of the work by CHP, Contractor shall promptly submit to the CHP, a statement of the sum due Contractor under this Agreement. The said statement shall consider the contract price, as adjusted by any amendments; amounts already paid; and sums to be withheld for incomplete work, liquidated damages, and for any other cause under the Agreement.

28. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) – IF APPLICABLE

Contractor shall fulfill, their obligations in dispensing that portion of the Agreement amount to the DVBEs as identified in GSPD-05-105 (Bidder Declaration Form).

In the event the Agreement is amended to increase the amount, Contractor will be required to

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

comply with the Department's DVBE participation requirement for the amended amount.

Contractor agrees that the State or its delegate will have the right to review, obtain, and copy all records pertaining to performance of the Agreement. Contractor agrees to provide the State or its delegate with any relevant information requested and shall permit the State or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees, inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Public Contract Code Section 10115 et seq., and Title 2, California Code of Regulations (CCR), Section 1896.60 et seq. Contractor further agrees to maintain such records for a period of three (3) years after final payment under the Agreement (Title 2, CCR Section 1896.75).

If this Agreement is exempt from DVBE requirements, CHP requests your assistance in achieving legislatively established goals for the participation of DVBEs by reporting any certified DVBEs that will be used in the performance of this Agreement.

29. DVBE REPORTING REQUIREMENTS – IF APPLICABLE

In accordance with MVC 999.5(d), it is the prime contractor's responsibility to certify to CHP, via Prime Contractor's Certification – DVBE Subcontractor Report (DGS STD 817), that the DVBE subcontractor(s) named in the contract have received full payment per contract commitment upon completion of the contract.

A. Upon completion of an awarded contract for which a commitment to achieve a DVBE goal was made, the awarding agency is required to submit and collect from the prime contractor that entered into a contract with a DVBE subcontractor the prime contractor's DVBE DGS STD 817 form certifying all payments have been made to DVBE subcontractors pursuant to MVC 999.5.

B. Pursuant to MVC 999.7, the awarding agency is required to withhold $10,000 from the final payment or the full payment if less than $10,000 on contracts until the prime contractor complies with the certification requirements of MVC 999.5(d). If the prime contractor, upon notification, does not comply with the certification requirements, the final payment is permanently deducted. The withholding applies to all procurement approaches with a DVBE subcontractor, as defined by MVC 999(b)(4).

C. Notwithstanding any other law, an awarding agency shall not withhold more than the amount specified on the final payment of any DVBE contract for the purposes of ensuring compliance with the certification requirements of MVC 999.5.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1) Prime Contractor is required to maintain records supporting the information submitted on the DGS STD 817 form. The DGS STD 817 form can be downloaded at: https://.www.documents.dgs.ca.gov/dgs/fmc/pdf/std817.pdf

2) A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation in the minimum amount of $2,500 and the maximum amount of $25,000. An action for a civil penalty under this subdivision may be brought by any public prosecutor in the name of the people of the State of California and the penalty imposed shall be enforceable as a civil judgment.

D. The DGS STD 817 form is to be forwarded to the California Highway Patrol's Business Services Section, Certified Business Advocate via U. S. mail at 601 North 7 Street, Sacramento, CA 95811, electronically at Certifiedbusiness@chp.ca.gov, or facsimile at 916 322-3166, for processing and inclusion in the contract file

30. SMALL BUSINESS AND DVBE PARTICIPATION – COMMERCIALLY USEFUL FUNCTIONS

This solicitation and any resulting Agreement shall be subject to all requirements as set forth in the following code: Government Code Sections 14837, 14839, 14842, 14842.5 and MVC Sections 999, 999.6, 999.9.

In part, these codes involve requirements for businesses to qualify as a California certified Small Business (SB), Micro-business (MB) and/or DVBE and perform a **commercially useful function** to be eligible for award and must be "domiciled" in California. Contractors found to be in violation of certain provisions within these code sections may be subject to loss of certification, penalties and Agreement cancellation.

31. DVBE REPLACEMENT REQUEST (If applicable)

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 Motor and Vehicle Code (M&VC) § 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). The Contractor shall submit requests for DVBE substitutions electronically to the CHP SB/DVBE Advocate at CertifiedBusiness@chp.ca.gov. Requests to replace a DVBE subcontractor must be amply documented to show that the replacement meets the criteria as specified in the California Code of Regulations (CCR), Title II, Section 1896.64(c) or the Public Contracting Code (PCC) 4107 (for public works). 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; (PCC) § 10115.10, or PCC § 4110 (for public works contracts).

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(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

32. INABILITY TO PROVIDE SERVICES

If Contractor shall be temporarily unable to provide services, the CHP, during the period of Contractor's inability to provide services, reserves the right to accomplish the work by other means and shall be reimbursed by Contractor for any costs above the Agreement rate.

33. DEFAULT

Default is defined as Contractor failing to perform services required by the Agreement in a satisfactory manner. If, after Agreement award and execution of the Agreement, Contractor defaults, the Agreement may be terminated for non-satisfactory performance. Additionally, Contractor may be liable to CHP for damages including the difference between the Contractor's original bid price and the actual cost of performing the work by another Contractor.

34. DISPUTE

Any dispute of fact arising under the terms of this Agreement which is not resolved within a reasonable timeframe as defined by CHP Project Representative or Contractor, shall be brought by either party to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. If an agreement cannot be reached through the application of high-level management attention, either party may assert its rights and remedies under this Agreement.

35. REJECTION

In the event Contractor fails to take necessary steps to ensure future conformity with the requirements of the Agreement, CHP shall have the right to either (a) procure services required by the Agreement and charge to Contractor or (b) terminate this Agreement.

36. RIGHT TO BAR

The CHP reserves the right to bar any Contractor's employee from the work site.

37. STATE HOLIDAYS

CHP offices will be closed on any holiday that falls on or is observed on a weekday, unless otherwise stated. CHP observes the holidays identified on the California Department of Human Resources web-site: http://www.calhr.ca.gov/employees/Pages/state-holidays.aspx.

EXHIBIT E
(Standard Agreement)

INSURANCE REQUIREMENTS

A. Commercial General Liability

Contractor shall furnish to CHP a valid certificate of commercial general liability insurance, at no expense to CHP or to the state, and shall maintain or cause to be maintained and in effect, at all times during the term of the agreement, a policy of no less than $1,000,000 per occurrence for bodily injury and property damage liability combined. In addition, Contractor shall maintain the following minimum levels of insurance from an insurance carrier admitted in California or admitted in the state in which the operator's business is located and is authorized to do business in California.

1) Minimum Level of Financial Responsibility (as required by Section 34631.5 of the California Vehicle Code) - Bodily injury and property damage with a combined single limit of not less than $750,000 for Class A tow trucks. The combined limits for classes B, C, and D shall not be less than $1,000,000. These minimum standards are to include non-owned and hired auto coverage.

2) Uninsured Motorist - Legal minimum, combined single limit.

3) On-Hook Coverage - Insuring the vehicle in tow with limits based on the size of the tow truck.

   a) Class A tow truck $15,000

   b) Class B tow truck $100,000

   c) Class C tow truck $200,000

   d) Class D tow truck $250,000

4) Garage Liability – Includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than $500,000. If the Garage Liability is a provision of the General Liability coverage and meets the minimum requirements stated above then a separate Garage Liability policy is not required. The minimum required limits for Garage Liability must be provided in either the General Liability or a separate Garage Liability policy.

5) Garage Keeper's Liability – Shall be the same minimum as on-hook coverage for vehicles in the care, custody, and control of the operator in the storage yard.

B. Automobile Liability

Contractor shall furnish to CHP a valid certificate of automobile liability insurance, at no expense to CHP or to the state, and shall maintain or cause to be maintained and

EXHIBIT E
(Standard Agreement)

INSURANCE REQUIREMENTS

in effect, at all times during the term of the agreement, a policy of no less than $1,000,000 per occurrence for bodily injury and property damage liability combined.

Contractor removing a vehicle from a hazardous materials incident to the nearest reasonable and safe stopping location will be considered to be transporting property, subject to normal minimum insurance requirements of Section 34631.5 of the California Vehicle Code.

C. Any or all types of insurance coverage must meet the following State of California requirements:

1) Evidence of insurance shall be of a form and content acceptable to the Department of General Services, Office of Risk and Insurance Management (ORIM).

2) The certificate of insurance shall be issued by an insurance company, or be provided through a partial or total self-insurance, acceptable to ORIM.

3) The certificate of insurance shall show that hazardous activities are protected through comprehensive general liability.

4) The certificate of insurance shall provide that the insurer shall not cancel the insured's coverage without **five (5)** days prior written notice to the CHP.

5) The certificate of insurance shall provide that the State of California, its officers, agents, employees, are included as additional insured.

6) The certificate of insurance shall name the State as additional insured as follows:

The State of California, its officers, agents, and employees are included as additional insured; but only with respect to work performed under this contract.

The additional insured endorsement for Commercial General Liability and Commercial Auto Liability must accompany the certificate of insurance.

7) The certificate of insurance shall meet such additional standards as may be determined by the CHP, either independently or in consultation with ORIM, for protection of the CHP.

D. In the event said insurance coverage lapses, expires, or is cancelled at any time or times during the term of the agreement, Contractor shall provide, at least thirty (30) days prior to said date, a new certificate of insurance coverage as provided for herein for not less than the remainder of the term of the agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of ORIM.

EXHIBIT E
(Standard Agreement)

INSURANCE REQUIREMENTS

Contractor agrees that no work or services shall be performed prior to such approval. In the event Contractor fails to keep current, and in effect at all times, insurance coverage as herein provided, the CHP may, in addition to any other remedies, terminate the agreement.

E. Worker's Compensation

As per Contractor Certification Clauses, Contractor must be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions for Worker's Compensation in Labor Code §3700 prior to commencement of this Agreement.

F. Contractor shall submit to the CHP before the start of the agreement, the certificate(s) of insurance, at the following address:

Department of California Highway Patrol
Business Services Section
Contract Services Unit
Attention: Juan Acosta
P.O. Box 942898
Sacramento, California 94298-0001
Email address: Juan.Acosta@chp.ca.gov

ATTACHMENT 1

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

TOW OPERATOR/DRIVER INFORMATION

CHP 234F (Rev. 2-13) OPI 061

Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME *(FIRST, MIDDLE, LAST)*	DATE OF BIRTH

LIST ALL ALIASES *(USE ADDITIONAL PAGES IF NECESSARY)*

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS

COMPANY NAME	JOB TITLE/CLASSIFICATION

DRIVER LICENSE NUMBER	STATE	EXPIRATION DATE	LICENSE CLASS	ENDORSEMENTS

MEDICAL CERTIFICATE	MEDICAL CERTIFICATE EXPIRATION DATE	OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /ALCOHOL TESTING) PROGRAM?
☐ YES ☐ NO		☐ YES ☐ NO

NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:

Class A: Class B: Class C: Class D:

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM?	OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY?
☐ YES ☐ NO	☐ YES ☐ NO

IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE MISDEMEANOR/FELONY CONVICTIONS, SECTIONS OF LAW VIOLATED, DATES OF ALL CONVICTIONS AND LOCATIONS WHERE THEY OCCURRED (CITY, COUNTY, STATE, COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.

I certify the above information is true and correct, and no omissions have been made.

- The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31. A failure to disclose any felony and/or misdemeanor convictions shall be cause for denial of the CHP 234F.

OPERATOR'S/OWNER'S SIGNATURE		DATE
TOW DRIVER'S SIGNATURE		DATE
RECEIVING OFFICER'S NAME	ID NUMBER	DATE

FOR CHP USE ONLY:

☐ APPROVED ☐ DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

ATTACHMENT 2

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

TOW TRUCK INSPECTION GUIDE

CHP 234B (Rev. 5-17) OPI 061

AREA NUMBER	COMPANY			CA NUMBER	DOT NUMBER	LEGEND P = Pass F = Fail
YEAR	MAKE	MODEL	LICENSE NUMBER	VIN		
GVWR	EQUIPMENT TYPE *(CHECK APPROPRIATE BOX)* ☐ CONVENTIONAL ☐ UNDERLIFT ☐ TRUCK HITCH ☐ WHEEL LIFT ☐ CAR CARRIER					

REQUIREMENTS FOR ALL CLASSES

CALIFORNIA VEHICLE CODE REQUIREMENTS

P	F			P	F		
		Current Registration	4000 CVC			Parking Brake	26451 CVC
		Headlights	24400 CVC			Windshield	26700 CVC
		Beam Indicator	24408 CVC			Windshield Wipers	26706 CVC
		Tail Lamps	24600 CVC			Mirrors	26709 CVC
		License Plate Lamp	24601 CVC			Horn	27000 CVC
		Stop Lamps	24603 CVC			Exhaust System	27150 CVC
		Extension Lights	24605 CVC			Fuel Cap	27155 CVC
		Backup Lamps (1969+)	24606 CVC			Tire Tread	27465 CVC
		Reflectors, Rear	24607 CVC			Fenders/Mud Guards	27600 CVC
		Reflectors, Front and Side (1968+)	24608 CVC			Broom	27700 CVC
		Turn Signals	24951 CVC			Shovel	27700 CVC
		Clearance Lamps (>80" Wide)	25100 CVC			Fire Extinguisher 4B, C Rating	27700 CVC
		Amber Warning Lights	25253 CVC			Safety Chains	29004 CVC
		Warning Devices (Reflectors)	25300 CVC			Signs	27907 CVC
		Service Brakes	26311 CVC				
		SERVICE AND OTHER EQUIPMENT					
		Flashlight				Hydraulic Jack	
		Wrecking Bar (Large Pry Bar)				Tire Changing Equipment	
		Six (6) 30-Minute Flares or 6 Reflectorized Cones, Min. 12" Ht.				Rubber Mallet / Hub Cap Tool (Classes A and B)	
		Trash Cans & Absorbent (4 Gallon Minimum)				Lockout Tools (Classes A and B)	
		Shop Rags or Paper Towels				Motorcycle Straps (Class A)	
		Shop to Truck Communications (Cell phones / 2-way radio)				Sledge Hammer (Classes B, C, and D)	
		Approved Fuel Containers (Classes A and B) if carried				Tool Kit	
		Booster Battery or Hot Box				Reflective Safety Attire	
		TOWING EQUIPMENT					
		Manufacturer Rating Plates				Wrecker Controls	
		Controls Labeled				Throttle Control (if Equipped)	
		Wrecker Boom Assembly				Hydraulic Rams, Hoses, Valves	
		Wheel Lift Assembly				Cable Sheaves	
		Body and Towing Equipment Mounting Bolts				Recovery Chain	
		Winch Rating: Boom Capacity:					
		WHEEL LIFT					
		Pivot Pin				"L" Arms	
		Wheel Lift Tie Down Safety Straps or Chains				Claw	
		CONVENTIONAL					
		Tow Sling Assembly (Check for bent inner tubes)				Sling Pads	
		CAR CARRIER					
		Carrier Bed Frame				Bed Safety Lock	
		Bed Hinges				Slide Pads	
		Loading Bridle					

COMMENTS

INSPECTED BY *(NAME & I.D. NUMBER)*	DATE	TOW OPERATOR'S SIGNATURE

TOW TRUCK INSPECTION GUIDE

CHP 234B (Rev. 5-17) OPI 061

ATTACHMENT 2

TOW TRUCK EQUIPMENT SPECIFICATIONS *(By Class)*

P	F		P	F	
		CLASS A			
		Minimum 14,000 Pound GVWR Chassis			Tow Sling "Minimum" 3,000 Pounds (if equipped)
		4-Ton Boom Rating			Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks
		One 4-Ton Snatch Block			Two (2) Safety Chains 5/16" Alloy or OEM Specifications
		Tow Dolly (with wheel tie down straps)			Wheel Lift Rating - Extended 3,000 Pounds
		Steering Wheel Securement Device			Two (2) Crossbeams, (1) 4"X4"X60" and (1) 4"X4"X48"(Minimum)
		100' 3/8" 6 x 19 Wire Rope or OEM Specifications			
		CLASS A CAR CARRIER			
		Minimum 19,000 Pound GVWR Chassis			4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets
		50' 3/8" 6 x 19 Wire Rope or OEM Specifications			Adequate Crossbeams or Ramping Material
		Loading Bridle with J/T Hooks			
		CLASS A CAR CARRIER TWO VEHICLE			
		Minimum 23,500 Pound GVWR Chassis			4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets
		Loading Bridle with J/T Hooks			2 Safety Chains 5/16" Alloy/OEM Spec & Wheel Straps - Towed Veh
		50' 3/8" 6 x 19 Wire Rope or OEM Specifications			Adequate Crossbeams or Ramping Material
		Alloy/OEM Spec & Wheel Straps - Towed Vehicle			
		CLASS B			
		Minimum 33,000 Pound GVWR Chassis			Axle Covers/Caps
		16-Ton Boom Rating			Truck Hitch/Tow Bar with 7,000 Pound Rating (if equipped)
		150' 7/16" 6 x 19 Wire Rope or OEM Specifications			Two (2) - 4"x6"x48" Crossbeams (minimum)
		Safety Chains 1/2" Alloy or OEM Specifications			Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks
		Two 8-Ton Snatch Blocks			Wheel Lift Rating - 10,000 Pounds Retracted / 8,000 Pounds Extended
		Air Brakes or Hydraulic W/Air Hookup Package			Under Lift/Fork Adapters w/Tie-Down Straps or Chains
		Air Hoses and Fittings			Safety Tie-Down Chains and Binders
		Steering Wheel Securement Device			Aluminum Tow Angles (Minimum 2)
		CLASS B CAR CARRIER			
		Minimum 33,000 Pound GVWR Chassis			4 Safety Chains 5/16" Grade 70 or OEM Specifications
		50' 3/8" 6 x 19 Wire Rope or OEM Specifications			2 Safety Chains = 5/16" Alloy/OEM Spec & Wheel Straps for Towed Vehicle
		Loading Bridle with J/T Hooks			Adequate Cross Beams or Ramping Material
		Steering Wheel Securement Device			
		CLASS C			
		Minimum 52,000 Pound GVWR Chassis			Tow Chains 5/8" Grade 70 or OEM Specifications
		25-Ton Boom Rating			Two (2) 4"x6"x48" Crossbeams (Minimum)
		200' 5/8" 6x19 Wire Rope or OEM Specifications			Pintle Hook
		Two (2) Safety Chains 5/8" Alloy or OEM Specifications			Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended
		Two 12-Ton Snatch Blocks			Under Lift/Fork Adapters w/Tie-Down Straps or Chains
		Air Brakes W/Air Hookup Package			Aluminum Tow Angles (Minimum 2)
		Air Hoses and Fittings			Safety Tie-Down Chains and Binders
		Steering Wheel Securement Device			Truck Hitch/Tow Bar 12,000 Pound Rating (if equipped)
		Axle Covers/Caps			Tow Sling 12,000 Pound Rating (if equipped)
		CLASS D			
		Minimum 54,000 Pound GVWR Chassis			Tow Chains 5/8" Grade 70 or OEM Specifications
		35-Ton Boom Rating			Two (2) 4"x6"x48" Crossbeams (Minimum)
		250' 3/4" 6x19 Wire Rope or OEM Specifications			Pintle Hook
		Two (2) Safety Chains 5/8" Alloy or OEM Specifications			Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended
		Two 12-Ton Snatch Blocks			Truck Hitch/Tow Bar 20,000 Pound Rating (if equipped)
		Air Brakes W/Air Hookup Package			Aluminum Tow Angles (Minimum 2)
		Air Hoses and Fittings			Safety Tie-Down Chains and Binders
		Steering Wheel Securement Device			Tow Sling with 20,000 Pound Rating (if equipped)
		Axle Cover/Caps			Under Lift / Fork Adapters w/Tie-Down Straps or Chains

MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS *(Refer to HPM 81.2, Chapter 7, Annex B)*

FRONT AXLE WEIGHT (FAW), UNLADEN	WHEEL BASE (WB), IN INCHES	OVER HANG (OH), IN INCHES

FORMULA

1/2 FAW: x WB: ÷ BY OH: = MLC:

CLASS OF VEHICLE BASED ON THE MLC