

**STATE OF CALIFORNIA – NATURAL RESOURCES AGENCY
DEPARTMENT OF PARKS AND RECREATION
SAN LUIS OBISPO COAST DISTRICT**

Bid Package



Sewage Pumping Services - MDOSP
San Luis Obispo Coast District

C26740001

Estimated Term: October 13, 2026 to October 12, 2031

NATURAL RESOURCES AGENCY OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION
SAN LUIS OBISPO COAST DISTRICT

SEWAGE PUMPING SERVICES - MDOSP

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I.

INVITATION FOR BIDS & SCOPE OF WORK



DEPARTMENT OF PARKS AND RECREATION

Armando Quintero, Director

San Luis Obispo Coast District
750 Hearst Castle Road
San Simeon, CA 93452-9741
Phone: (805) 927-6571
Fax: (805) 927-2113

**INVITATION FOR BID
Notice to Prospective Bidders**

July 23, 2026

You are invited to review and respond to an Invitation for Bid (IFB) entitled **Sewage Pumping Services - MDOSP**, located across various locations within San Luis Obispo Coast District. The Contract / Agreement Number is **C26740001**. In submitting your bid, you must comply with these instructions.

Note that all agreements entered into with the State of California will include by reference the General Terms and Conditions Section 02/2025 and the Contractor Certification Clauses CCC-04/2017. These may be viewed and downloaded at the internet site <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>. If you do not have access to the internet, a hard copy can be provided by contacting the person listed below.

In the opinion of The Department of Parks and Recreation, this invitation for Bid is complete and without need of explanation. However, if you have questions or should you need any clarifying information, the contact person for this IFB is:

Christopher Iniguez
Department of Parks and Recreation
San Luis Obispo Coast District
(805) 927-2073
DPR.BidsSLOCoastDistrict@parks.ca.gov

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

Sincerely,

Christopher Iniguez
Contract Administrator

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

NOTICE TO CONTRACTORS

San Luis Obispo Coast District
Sewage Pumping Services – MDOSP
Bid Number: C26740001

Bids must be submitted by **mail or electronically via e-mail** with all necessary fully executed bid submission documents as an attachment in Portable Document Format (PDF) to DPR.BidsSLOCoastDistrict@parks.ca.gov no later than **3:30 p.m. PST, Friday, August 7th, 2026**. Bid submission time will be as of the electronic time stamp associated with when the electronic email submission was received. Submissions with attached PDF documents in excess of 10 Megabytes in size risk being rejected and can be deemed unresponsive. DPR will provide an individual electronic email response confirming receipt of each submission received. If a confirmation receipt is not received within 30-minutes of submission, please contact Christopher Iniguez at the email address above to confirm your bid was received. Confirmation receipt is not a representation by DPR that the submitted bid is responsive and complete. Bidders are responsible for ensuring that the electronic submission contains the attachment, is fully responsive and lacks any deficiency prior to submitting to the email address above. Failure to do so risks the bid being deemed unresponsive. It is recommended that Bidders submit bids at least an hour in advance of the bid submission deadline to allow for confirmation of bid submission. Bids will be opened publicly over conference-call at **3:30 p.m. PST, Friday, August 7th, 2026**. Individuals interested in calling into the Bid Opening must send their request into DPR.BidsSLOCoastDistrict@parks.ca.gov to receive a conference participation access code. Please ensure a request for conference-call is submitted 24-hours in advance to allow DPR adequate time to accommodate all Bidders. Bids will be submitted for performing the work as follows:

Note: A job walk thru **will not be held.**

Estimated Contract Term: **October 13, 2026 through October 12, 2031**
Contract Performance Period: **Five (5) Years from Contract Execution Date**
Estimated Total Cost of Contract: **\$490,000.00**

Instructions to Download Bid Package: Prospective bidders may examine and obtain the bid forms, specifications, plans and addenda (if any) by downloading this bid package from the Department of General Services' (DGS) website at: <https://caleprocure.ca.gov/pages/Events-BS3/event-search.aspx>. At the website go to Quicklinks, View/Search Bids, and enter Bid Number "**C26740001**" in the "Event Name" field. Click on the "Search" button to view the full advertisement and bid documents.

Questions and Answers: Any discrepancies, omissions, ambiguities, or conflicts in or among the contract documents or doubts as to meaning shall be brought to the State's attention by including your comments directly to DPR.BidsSLOCoastDistrict@parks.ca.gov **NO LATER THAN 2 p.m., seven (7) calendar days** prior to bid opening date. Answers will be provided by Addendum which will be

posted within the Bid Solicitation located on the Cal eProcure website stated above. It is the responsibility of the bidders to download any addenda as needed.

Bidding Requirements: No bids will be accepted after the date and time set for bid due date.

No bid will be considered unless it is made on a standard bid form furnished by the Department of Parks and Recreation, and is made in accordance with the "Instructions to Bidders".

Bids must be submitted for the entire work as described herein. DPR reserves the right to waive any irregularity in a bid or to reject any or all bids.

Bids shall take into consideration all such conditions as may affect the work. Bidder should carefully examine the entire bid documents and become fully aware of the nature and location of the work, the quantities of work, and conditions to be encountered in performing the work.

Prices shown on the Bid Form shall include all applicable taxes and other items of expense incident to the bid price.

Any bid may be withdrawn prior to the hour fixed above, provided that the written request for withdrawal is submitted by the bidder or his/her duly authorized representative and e-mailed to the place shown above. An oral or other form of request to withdraw a bid is not acceptable.

If the contract is awarded, it will be awarded to the lowest responsible bidder whose bid complies with the prescribed requirements. The apparent low bidder will be required to execute a contractual agreement in the form of a "Standard Agreement Form 213" which shall be binding upon the State of California only upon approval by the State.

In the case of a tie bid, the determination of a successful bidder will be made by a coin toss in the presence of all interested bidders, at a time and date set by the originating office.

All bids shall remain valid for 30 calendar days after the bid opening date.

The contract shall be signed by the successful bidder and returned within five (5) working days after the bidder receives notice that the contract has been awarded.

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.

Generative Artificial Intelligence: The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Bidder / Offeror must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such nondisclosure. Upon notification by a Bidder / Offeror of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State.

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

Procedure for Protesting an Award: Upon written request by any bidder who has submitted a bid, the agency must post a notice of the proposed contract award in a place accessible by the general public including any internet site identified in the IFB at least five days prior to awarding the contract.

If contract is not awarded to the low bidder, the low bidder shall be notified by e-mail, or personal delivery five (5) working days prior to the award of contract. Inspection of bids is permitted after the bid opening. At that time, all bids shall be available for public inspection.

There are time limits in which to file a protest. A protest must be filed with the agency and DGS after notice of intent to award the contract, but before the actual award. Once a protest is filed the contract may not be awarded until the protest is withdrawn or DGS has rendered a decision.

After filing a protest, the protestant has five calendar days to file a detailed written statement of the protest grounds if the original protest did not contain the complete grounds for the protest.

Protests of award shall be in writing and filed with:

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

A copy of the written protest should be sent to:

Department of Parks and Recreation
Administrative Services Division
Manager, Contract Services Unit
P.O.Box 942896
Sacramento, CA 94296-0001
Veronica.cruz@parks.ca.gov

EXHIBIT A
SCOPE OF WORK

1. PROJECT SUMMARY

- A. Contractor shall provide all labor, equipment, and materials required to provide vault toilet and holding tank pumping services (See Exhibit B, Attachment 1) in accordance with the work specifications. Services include:
1. Vault toilet pumping services
 2. Holding tank pumping services
 3. Emergency pumping services
- B. The services will be performed at the following location(s):
- Montaña de Oro State Park (MDOSP)
Various Locations in MDOSP
3550 Pecho Valley Road
Los Osos, CA 93402
- C. The rates specified in Exhibit B, Attachment 1 – Holding Tank & Lift Station Bid Form, shall stay in effect for the entire contract term.

2. PROJECT REPRESENTATIVES

- A. The Contract Representatives during the term of this Agreement will be:

Representatives	DPR Contract Administrator	Contractor's Contract Administrator
Agency Contractor:	San Luis Obispo Coast District	
Name and Title:	John Fairweather, Deputy District Superintendent	
Address:	750 Hearst Castle Rd	
City, State, Zip:	San Simeon CA 93452	
Phone Number:	(805) 712-4865	
E-mail Address	john.fairweather@parks.ca.gov	

- B. The State reserves the right to identify a DPR Designated Representative in the absence of the DPR Contract Administrator.
- C. Any changes in Contractor's Contract Administrator must be immediately reported in writing no later than 5 business days to the DPR Contract Administrator or DPR Designated Representative.

3. TERM OF CONTRACT

- A. The contract term shall be October 13, 2026, or upon DGS approval, whichever is later through October 12, 2031, or 60 months from DGS approval, whichever is later.

4. QUALIFICATION REQUIREMENTS

- A. Services on equipment shall be performed by Trained Service Technicians. Contractor shall provide verification that the technicians have been trained and what their training entails upon request.

5. PERFORMANCE DETAILS

- A. Contractor is responsible for supplying miscellaneous materials incidental to service, including safety materials needed or required to perform service at no additional charge to the State.
- B. Any damage to existing facilities or structures resulting from this work shall be reported immediately or within 24 hours of discovered damage to the DPR Contract Administrator or DPR Designated Representative and be repaired immediately by the Contractor to the satisfaction of the DPR Contract Administrator or DPR Designated Representative at no cost to the State. Such repairs shall comply with all applicable provisions of this Agreement.
- C. All work shall be performed professionally by experienced personnel outfitted with the appropriate tools and equipment to complete the job properly. Unless otherwise indicated herein.

6. SERVICE DETAILS

- A. Work Days, Hours and State Holidays - Pumping services to be performed according to the work schedule, Exhibit B, Attachment 1.
- B. Scheduling of Work - All work is to be completed between the hours of 8:00 AM and 5:00 PM on scheduled days as identified in bid forms Exhibit B, Attachment 1. Work outside of scheduled days and times must be approved in advance by the State Representative.
- C. During the term of this Agreement, and notwithstanding the described hours and calendar schedule, the DPR Contract Administrator or DPR Designated Representative and Contractor shall mutually agree in writing to modify workdays or hours to reasonably accommodate the completion of work.
- D. If Contractor fails to arrive on site within the prescribed time frame or fails to perform and complete services as scheduled, State may call in another vendor at Contractor's sole expense to provide said service. Contractor shall be billed accordingly.
- E. If regularly scheduled service falls on a holiday, Contractor must provide service on that day.

7. WORK SPECIFICATIONS

Pumping Services

- A. Pumping service are to be performed for each of the tanks listed in Exhibit B, Attachment 1 – Holding Tank & Vault Toilet Service Bid Forms according to the specified schedule. Each service shall consist of pumping the tank and appropriately discharging the sewage at the

designated site specified in this Exhibit A – Scope of Work. Pumping discharge shall be done in such a manner to prevent spillage of any waste onto the ground surrounding the units and shall meet all requirements of the Health and Safety Code of the State of California.

- B. All objects, garbage and debris must be removed from holding tanks each time the tanks are pumped. Contractor is responsible for filtering and removal/disposal of all non-waste items from inside tanks, and pit tanks on or upon pumping and cleaning unrelated to sewage, such as rocks, hazardous waste items such as syringes, etc.
 - 1. Trash cans shall be provided by State Parks within each of the park units.
- C. Water shall be provided by the Contractor and must be available for servicing tanks. Tanks shall be washed down with a high-pressure stream of water so compacted waste and toilet paper are broken up, and holding tanks cleaned out to prevent buildup of solids, scum, or sand/soil concentrations.
- D. Additional service may be requested by the District Superintendent or State representative. Payment for such emergency unit service will be in accordance with Exhibit B, Attachment 1 – Holding Tank & Vault Toilet Service Bid Forms.
- E. At each service, the contractor shall inspect each holding tank, septic tank, pit toilet or lift station and pump all sewage, to ensure that all tanks are completely empty.
- F. After each cleaning, an evaluation shall be done by the Contractor and an evaluation report shall be provided to the State Representative.
- G. The contractor shall dump wastewater and sewage off-site in an environmentally responsible manner outside of State Parks property.
- H. For each service trip, the contractor shall complete a service log identifying the date, tanks serviced, gallons pumped, service truck license number, operator name, and any comments needed to inform the State of unacceptable or problem conditions. All waste disposal receipts shall be submitted with the invoice for payment.

8. ROUTINE SERVICE OF HOLDING TANKS

- A. One (1) 1,000 gallon holding tank located at the Ranch House, see Exhibit A, Attachment 1 - Site Maps, is to be serviced in accordance with the schedule on Exhibit B, Attachment 1.
- B. For the safety of the public, the holding tank lid shall be removed and reattached with hardware by driver (4 screws).

9. ROUTINE SERVICE OF VAULT TOILETS

- A. Eighteen (18) vault toilets are to be pumped in accordance with the schedule on Exhibit B, Attachment 1.
- B. Vault toilets #8, 9, 12, & 13 shall require a hose of at least 150 feet in length for servicing, as identified in Exhibit A, Attachment 1 - Site Maps.

- C. Service on the vault toilet #5-13 shall be every other Wednesday starting May 1st through October 31st (busy season). Starting November 1st through April 30th, vault toilets #5-13 shall be serviced monthly on the first Wednesday of each month.
- D. Service on the Horse Camp vault toilets #1-4 & vault toilets #14-18 shall be monthly on the first Wednesday of each month.

10. EMERGENCY SERVICE CALLS

- A. When contacted by the State's Representative, the Contractor shall respond as soon as possible to the service site with all necessary labor, tools, and equipment to perform pumping when the service is identified as an emergency. An emergency is defined as a tank that is full or when there is an imminent threat of raw sewage exposure.
- B. The Contractor will furnish the State's Representative with telephone numbers for 24-hour contact.
- C. The Contractor must respond to emergencies within **four (4)** hours of the initial State's Representative's call.
- D. Emergency services will be paid at the rates specified on Exhibit B, Attachment 1 – Holding Tank & Vault Toilet Service Bid Form Table 2.

11. ADDITIONAL SPECIFICATIONS

- A. Any spillage must be cleaned up and disinfected prior to leaving the job site by the Contractor.
- B. The Contractor will conduct their operations in a safe and responsible manner so as not to jeopardize the health and safety of themselves, their employees, park visitors or State's employees. The Contractor will follow OSHA regulations as they apply to accomplishing the services of this contract.

12. INSPECTIONS BY STATE AND RECORD OF SERVICE

- A. At completion of each service, the service person will leave at the designated office a signed statement verifying the date and time services were completed. The service person may at his/her option make this statement in duplicate and obtain signature of a park employee to verify the preparation and submission of statement to park unit.

13. AMENDMENTS/MODIFICATIONS

- A. The Department of Parks and Recreation reserves the right to amend the contract total with mutual consent of the parties hereto, up to, not more than 30% (not to exceed \$250,000) of the original contract in accordance with SCM Vol.1, Section 5.81.

EXHIBIT A, ATTACHMENT 1

Contractor:
Contract: C26740001
Page 1 of 3

AERIAL MAPS

Montana de Oro State Park,
Camground & Ranch House
Vault Toilets #5-13 & Holding Tank



GoogleEarth_Placemark

12/13

11

10

8/9

7

5/6

Holding Tank

© 2018 Google

Bluff
Google Earth

1994

Imagery Date: 9/7/2018 lat 35.274010° lon -120.883536° elev 55 ft eye alt 1572 ft

Montana de Oro State Park,
Horse Camp
Vault Toilets #1-4

Baywood-Los Osos

Green
Lima Cl

Rim Trail

Dune Trail

Pecho-Valley Rd

Image Landsat / Copernicus
© 2018 Google
© 2018 INEGI

Google Earth

1994

Imagery Date: 9/7/2018 lat 35.298934° lon -120.859087° elev 557 ft eye alt 3199 ft

Montana de Oro State Park,
Vault Toilets #14-18
& Work Site Overview



II.

**SMALL BUSINESS AND DVBE PREFERENCES AND
INCENTIVES**

SMALL BUSINESS PREFERENCE AND TACPA NOTICES

5% Small Business Preference / Target Area Contract Preference Act (TACPA) (page 3)

5% SMALL BUSINESS PREFERENCE PROGRAM

What is a California Certified Small Business (SB)?

- 1) For a business to be considered a Small Business (SB), they must be certified with the State of California - Department of General Services in accordance with California Code of Regulations, Title 2, Section 1896.94.
- 2) Your business may be eligible if it meets all of the following*:
 - a. Must be independently owned and operated.
 - b. Cannot be dominant in its field of operation.
 - c. Must have its principal office located in California.
 - d. Must have its owners (or officers in the case of a corporation) domiciled in California.
 - e. Together with its affiliates, be either:
 - A business with 100 or fewer employees, and an average annual gross receipts of \$16 million or less over the previous three tax years, **or**
 - A manufacturer with 100 or fewer employees.
 - f. Microbusiness: A small business will automatically be designated as a microbusiness if gross annual receipts, together with all affiliates, are less than \$5,000,000 or, the small business is a manufacturer with 25 or fewer employees.

* For additional details visit the [Department of General Services \(DGS\) website](#).

What is the Small Business Preference?

5% Small Business Preference: State law allows certified small business (SB) and microbusiness (MB) firms to receive a 5% bidding preference on applicable state solicitations. The 5% preference is also available for non-certified businesses who subcontract 25% of contract amount with a certified SB/MB. **In no event shall the SB preference or non-SB subcontracting preference exceed \$50,000 in any single bid.**

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

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

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

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

b) Computation Method for example 4-a:

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

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

2. Documentation

- a) Bidders must provide a printout from the State's SB/DVBE vendor system showing your certification and expiration date from the following web site. www.Caleprocure.ca.gov
- b) If a non-certified firm is claiming the SB Preference based on subcontracting at least 25% of the contract to a certified SB/MB, you must include a complete GSPD 05-105 with your bid. An evaluated bid under the 25% SB subcontracting qualification cannot displace a certified and registered SB.
- c) At completion of performance and when SB participation was included toward SB goals under this contract, then the contractor must complete and submit form DPR 489 to the State's designated representative under this contract and within the time specified within the contracting documents or within 60 days of receipt of final payment, whichever is sooner.

3. Verification

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

4. To locate SB/MB contractors:

- a) Contact the department's contracting official named in this solicitation for any SB/MB contractors who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify SB/MB contractors for the solicitation. You may also contact the department's SB/DVBE Advocate for assistance: www.parks.ca.gov/advocate.
- b) Access the list of all certified SB/MBs by using the Department of General Services, Procurement Division (DGS-PD) online certified firm database at: www.Caleprocure.ca.gov
- c) Search by "Keywords" or United Nations Standard Products and Services Codes (UNSPSC) that apply to the elements of work you want to subcontract to a SB/MB.
- d) Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: www.Caleprocure.ca.gov

5. Information

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

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

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

TARGET AREA CONTRACT PREFERENCE ACT (TACPA)

Any vendor whose bid is over \$100,000 may apply for Target Area Contract Preference Act (TACPA) preference. TACPA provides 5 to 9 percent preferences for a California business that is located in the qualified zone.

How does the TACPA Preference Work?

TACPA will be granted to California-based firms in accordance with Government Code §4530 whenever contracts for goods or services are in excess of \$100,000 and the bidder meets certain requirements as defined in the California Administrative Code (Title 2, §1896.30 et seq.) regarding labor needed to produce the goods or provide the services being procured. The TACPA is optional on the part of the bidder (not mandatory), is for bidder evaluation purposes only, and does not alter the amount of the awarded Contract.

Bidders seeking to take advantage of this preference will need to review the [DGS Procurement website](#) and submit the appropriate response forms with their bid. The bidder may omit these forms if there is no intention to claim this preference.

Please carefully review the forms and requirements. Bidders are not required to apply for these preferences. Denial of the TACPA preference request is not a basis for rejection of a bid.

The required applications/forms are as follows:

- [STD. 830, TACPA Preference Request for Goods and Services Solicitations](#)
- [DGS/PD 525, Manufacturer's Summary of Contract Activities and Labor Hours](#)
- [DGS/PD 526, Bidder's Summary of Contract Activities and Labor Hours](#)

These forms can be found on the California Statewide Forms Directory at:
<https://forms.dgs.ca.gov/content/DGSFormsPortal/california-state-forms-directory.html>

Contracts awarded with applied preferences will be monitored throughout the life of the contract for compliance with statutory, regulatory, and contractual requirements. The State will take appropriate corrective action and apply sanctions as necessary to enforce preference programs.

Note: You do not need to be a certified Small Business to apply for the TACPA Preference.

Information regarding TACPA including bidder questions about eligibility, please contact:

The State of California
Department of General Services
Procurement Division - Dispute Resolution Unit
707 Third Street, Second Floor
West Sacramento, CA 95605

Receptionist: (916) 375-4940

Worksite Eligibility Determinations:
TACPA@dgs.ca.gov

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's Signature: _____ **Date Signed:** _____

BIDDER DECLARATION Instructions

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

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

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

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

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

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

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

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

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

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

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

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

2. (continued) Column Labels

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

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

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

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

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

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

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

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

Enter "N/A" if the:

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

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

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

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

Disabled Veteran Business Enterprise (DVBE) Notice

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

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

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

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

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

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

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

3. Commercially Useful Function Definition

- a. California Code of Regulations, Title 2, § 1896.61(l): The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of §1896.61(f); is certified in accordance with §1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function.
- b. A person or entity must perform a commercially useful function (CUF) as defined under Military and Veterans Code (MVC) §999.
- c. A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.

4. What is the DVBE Incentive Program?

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

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

5. Reporting Requirement

- a. If, for this agreement, a contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, within 60 days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in this agreement) the contractor must certify in a report to the awarding department:
 - i) the total amount the prime contractor received under the contract
 - ii) the name and address of the DVBE(s) that participated in the performance of the contract
 - iii) the amount each DVBE received from the prime contractor
 - iv) that all payments under the contract have been made to the DVBE(s)
 - v) the actual percentage of DVBE participation that was achieved
- b. You will be required to report to DPR the actual dollars spent with each DVBE subcontractor on form STD. 817. If awarded the contract you will receive this form at the completion of the contract. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Military & Veterans Code (M&VC) § 999.5(d)).

6. Who is eligible to receive the incentive?

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

7. Documentation

- a. Bidders must document DVBE participation commitment by completing and submitting the following forms:
 - 1) GSPD 05-105, Bidder Declaration: The GSPD 05-105 is used to document the proposed prime contractor and subcontractors, including their roles and responsibilities. **The form must be submitted with the bid package.** If there is a discrepancy between the dollar amount and percentage of bid for DVBE participation then the percentage shall prevail.
 - 2) DGS PD 843, DVBE Declaration: All disabled veteran owners and disabled veteran managers of the DVBE must complete the form and submit it with the bid package. A DGS A DGS PD 843 needs to be submitted by every DVBE supplier who is part of a bid whether they are the prime contractor or subcontractor.
- b. Bids that fail to submit the completed required forms to confirm the level of DVBE participation will not be eligible to receive the DVBE incentive. Clerical and typographical errors on these forms may be corrected at the State's sole discretion.
- c. Information submitted by the bidders to claim the DVBE incentive(s) will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the 2 CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and/or contract termination.

8. How does the DVBE Incentive Program Work?

- a. The DVBE incentive is used only for evaluation purposes to determine the successful bidder and does not alter the amounts of the actual bids. A dollar cap of \$100,000.00 is set for all combined incentives and preferences.
- b. For contracts to be awarded based on the Low Price Method, the incentive amount is equal to a percentage of the lowest responsive and responsible bid based on the amount of DVBE participation in the bid being evaluated per Table A below. The Computation Method does not include the small business preference; however, the small business preference may be applied and may affect the application of the incentive and the outcome of the ranking.

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

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

9. Computation Method

a. Low Price Method

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

10. Substitution of Proposed DVBE

- a. If awarded the contract, the DVBE subcontractors and/or contractors proposed by bidder must be used unless prior written notice of substitution is provided to the state and the state approves such substitution.
- b. The notice must include a minimum of: (1) a written explanation of the reason for the substitution; and (2) an updated GSPD 05-105 must be submitted to the award office of Department of Parks and Recreation. The substitution request must be approved before the substitution can take place.
- c. Failure to adhere to at least the DVBE participation proposed by the successful bidder may be cause for contract termination and recovery of damages under the rights and remedies due the state under the default section of the contract.
- d. Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veterans Code 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the State. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.
- e. Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC § 999.9; Public Contract Code (PCC) § 10115.10, or PCC § 4110 (applies to public works only).

11. To locate DVBE contractors:

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

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

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

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

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

www.Caleprocure.ca.gov

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

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

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

**DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
DVBE Documentation Checklist**

1. The State of California acknowledges the service and sacrifice of its disabled veterans, in part, through the "Disabled Veteran Business Enterprise (DVBE) Participation Program." As mandated bylaw, state agencies have a goal to award at least 3% of their annual contract dollars to certifiedDVBE's.
2. When a firm bids on a state DPR contract that contains DVBE participation, the firm may benefit from the DVBE Incentive program. We encourage all suppliers to obtain as much DVBE participation as possible.
3. **INCOMPLETE DOCUMENTATION (GSPD 05-105 AND DGS PD 843) WILL RESULT IN DISQUALIFICATION FROM FURTHER PARTICIPATION IN THE SELECTION PROCESS FOR THE CONTRACT.**
4. The following checklist is provided to assist bidders with their DVBE participation documentation:

a. GSPD 05-105, Bidder Declaration

- ☐ All DVBE participation is indicated.
- ☐ The names of each participating DVBE company is listed with the corresponding percentage of the total bid price for the services/goods to be provided by each subcontractor.
- ☐ A copy of the printout from eProcurement system showing the company's DVBE certification status.
- ☐ The DVBE participation percentage listed agrees with the dollar value claimed.

b. DGS PD 843, DVBE Declaration

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

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)

Page ____ of ____

PRINT**CLEAR**

III.

BLANK BID SUBMITTAL DOCUMENTS

**THE RESOURCES AGENCY OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION**

Sewage Pumping Services - MDOSP
San Luis Obispo County, California
Contract Number C26740001

Bidder's Checklist for Invitation for Bids (IFB)

IMPORTANT:

- Return this Checklist with your bid documents.
- **Bids missing any of the following documents or information will be regarded as non-responsive and therefore rejected.**
- If any line items are not applicable or have no cost, they must be marked accordingly (e.g. \$0.00) instead of being left blank.
- Bids shall be submitted electronically in Portable Document Format (PDF) to DPR.BidsSLOCoastDistrict@parks.ca.gov or mailed in a sealed envelope to: Department of Parks and Recreation San Luis Obispo Coast District 750 Hearst Castle Road, San Simeon, CA 93452 electronically dated or postmarked no later than **Friday, August 7th, 2026 at 3:30 P.M. PST**. If confirmation receipt of your bid submission is not received within 30-minutes, please contact Christopher Iniguez at Christopher.Iniguez@parks.ca.gov to confirm your bid has been received. **If you choose to submit your bid via mail, please inform the State Parks representative to ensure timely pickup.** It is recommended Bidders submitting electronically submit their bids at least one (1) hour in advance of the bid submission deadline to allow for confirmation of bid submission; however, it is the responsibility of the bidder to see that his/her bid is received in the proper time. Bids will be opened publicly over conference-call, upon request of Bidder(s). Please ensure a request for conference-call of bid opening is submitted 24-hours in advance to allow DPR adequate time to accommodate all Bidders. Neither confirmation receipt nor announcement of bid implicates responsiveness of Any bid. DPR will determine responsiveness of all bids after completion of bid reviews.

- ☐ Bidder's Checklist (**Mandatory**)
- ☐ Service Contracts Bid Form Exhibit B, Attachment 1 (**Mandatory**)
- ☐ Bidder's Declaration (GSPD 05-105) (**Mandatory**)
- ☐ Disabled Veteran Business Enterprise (DVBE) Notice (DPR 479IW) (If applicable)
- ☐ Disabled Veteran Business Enterprises Declarations (DGS PD 843) (If applicable)
*DVBE Participation is not mandatory for this contract; but the incentive still applies.
- ☐ Printout from the eProcurement website <http://www.caleprocure.ca.gov> showing each Small Business' or Disabled Veteran supplier ID and status of certification (If applicable)
- ☐ Commercially Useful Function (DPR 87) (If applicable)
- ☐ Darfur Contracting Act Certification (DPR 74) (If applicable)
- ☐ Contractor Certification Clause (CCC 04/2017) (**Mandatory**)
- ☐ Artificial Intelligence (AI) Disclosure Form (DPR 97B) (**Mandatory**)
- ☐ California Civil Rights Laws Attachment (DGS OLS 04) (**Mandatory**)

Note: Business License, Certificate of Insurance, Payee Data Record (STD 204), and Supplement (DPR 88) will be required after the award of contract (Reference Exhibit D – Services and STD 204/DPR 88).

FOR DEPARTMENT USE ONLY	
CONTRACTOR NAME	
AGREEMENT NO. C26740001	PAGE 1 of 5

Exhibit B, Attachment 1

HOLDING TANK & VAULT TOILET SERVICE BID FORM - Exhibit B, Attachment 1

DISTRICT NAME AND ADDRESS
Department of Parks and Recreation
San Luis Obispo Coast District
750 Hearst Castle Road
San Simeon, CA 93452

BID OPENING	
DATE 08/07/2026	TIME 3:30PM PST

NAME OF BUSINESS	PHONE NO. ()	FAX NO. ()	EMAIL ADDRESS
BUSINESS ADDRESS		CITY/STATE/ZIP CODE	
SMALL BUSINESS PREFERENCE A five percent (5%) preference will be granted to bidders properly approved as a Certified Small Business (SB) or a Certified Microbusiness (MB), or to a non-small business subcontracting 25% or more of the total monetary amount of the bid in supplies and/or labor costs with Certified Small Business subcontractors in accordance with Title 2, California Code of Regulations, Section 1896, et seq. To qualify as a Certified Small Business, the business must have an approved certification on file with the Office of Small Business and DVBE Services (OSDS), 707 Third Street, First Floor - Room 400, West Sacramento, CA 95605, by 5:00 p.m. on bid opening day. ☐ Claiming preference as a Certified Small Business <i>(Attach a copy of the SB certification printout from OSDS' website)</i> ☐ Claiming 25% SB subcontractor participation <i>(Attach form DPR 85, Small Business Subcontractor Participation Worksheet)</i> ☐ Not eligible for SB preference			
STATUS OF BUSINESS <i>(Check appropriate box.)</i> ☐ Individual ☐ Corporation. State in which incorporated: _____ ☐ Partnership. Full names of partners: _____			
I hereby propose to provide all labor, materials, tools, and equipment necessary to furnish and/or maintain portable chemical toilet units, complete and ready for use as specified on the back of this form, in accordance with the bid documents and such addenda thereto as may be issued prior to bid opening date.			
BIDDER'S SIGNATURE	DATE	PRINTED NAME	TITLE
			

HOLDING TANK & VAULT TOILET SERVICE BID FORM - Exhibit B, Attachment 1

Bidder completes (D) & (G) COST PER TOILET PER SERVICE & COST FOR ADITONAL SERVICE.

FOR DEPARTMENT USE ONLY	
CONTRACTOR NAME	
AGREEMENT NO. C26740001	PAGE 2 of 5

In case of discrepancy between the stipulated totals and the actual sum of the totals, the actual sum of all items shall prevail.

DISTRICT			PARK UNIT			LOCATION WITHIN PARK UNIT			TYPE OF PUMPING SERVICE:										
San Luis Obispo Coast District			Montana de Oro State Park			Horse Camp Vault Toilets #1-4 & Vault Toilets #14-18			☐ Holding Tank ☒ Vault Toilet										
ESTIMATED REQUIREMENTS FOR VAULT TOILET SERVICE IS AS FOLLOWS:																			
I T E M	PERIOD OF SERVICE		Vault Toilet	1,000 Gallon Holding Tank	SERVICE DAYS							SERVICE FREQUENCY	(A) NO. OF SERVICE DAYS FOR PERIOD	(B) NO. OF TOILETS EACH SERVICE	(C) NO. OF TOILETS SERVICED IN CONTRACT PERIOD [(A)X(B)]	(D) COST PER TOILET PER SERVICE	(E) COST FOR SERVICE PERIOD [(C)X(D)]		
	From	To										Monthly							
1	10/13/2026	10/12/2031	X		S u n	M o n	T u e	W e d	T h u	F r i	S a t	X	60	9	540	\$	\$ -		
																	\$ -		
																	\$ -		
																	\$ -		
																	\$ -		
																	\$ -		
																	\$ -		
																	\$ -		
													TOTAL COST FOR REGULAR SERVICES		\$	-			
10	ADDITIONAL TOILET SERVICE - If requested, the contractor shall furnish the following additional service:																		
	TYPE OF TANK				(F) NO. OF EXTRA SERVICE				(G) COST PER SERVICE										
☐ CONCRETE ☐ PLASTIC ☐ FIBERGLASS				15										TOTAL COST FOR ADDITIONAL SERVICE [(F)x(G)]		\$	-		
																TOTAL PRICE ⇒		\$	-

HOLDING TANK & VAULT TOILET SERVICE BID FORM - Exhibit B, Attachment 1

Bidder completes (D) & (G) COST PER TANK PER SERVICE & COST FOR ADITIONAL SERVICE.

FOR DEPARTMENT USE ONLY	
CONTRACTOR NAME	
AGREEMENT NO. C26740001	PAGE 3 of 5

In case of discrepancy between the stipulated totals and the actual sum of the totals, the actual sum of all items shall prevail.

DISTRICT				PARK UNIT				LOCATION WITHIN PARK UNIT				TYPE OF PUMPING SERVICE:					
San Luis Obispo Coast District				Montana de Oro State Park				Ranch House Holding Tank				☒ Holding Tank ☐ Vault Toilet					
ESTIMATED REQUIREMENTS FOR HOLDING TANK SERVICE IS AS FOLLOWS:																	
I T E M	PERIOD OF SERVICE		Vault Toilet	1,000 Gallon Holding Tank	SERVICE DAYS							SERVICE FREQUENCY Monthly	(A) NO. OF SERVICE DAYS FOR PERIOD	(B) NO. OF TANKS EACH SERVICE	(C) NO. OF TANKS SERVICED IN CONTRACT PERIOD [(A)x(B)]	(D) COST PER TANK PER SERVICE	(E) COST FOR SERVICE PERIOD [(C)x(D)]
	From	To			S	M	T	W	T	F	S						
1	10/13/2026	10/12/2031	X		S	M	T	W	T	F	S	X	60	1	60	\$	\$ -
																\$	-
																\$	-
																\$	-
																\$	-
																\$	-
																\$	-
																\$	-
													TOTAL COST FOR REGULAR SERVICES		\$ -		
10	ADDITIONAL TANK SERVICE - If requested, the contractor shall furnish the following additional service:																
	TYPE OF TANK				(F) NO. OF EXTRA SERVICE				(G) COST PER SERVICE								
	☐ CONCRETE ☐ PLASTIC ☐ FIBERGLASS				6												
TOTAL COST FOR ADDITIONAL SERVICE [(F)x(G)]															\$ -		
TOTAL PRICE ⇒ \$ -																	

HOLDING TANK & VAULT TOILET SERVICE BID FORM - Exhibit B, Attachment 1

Bidder completes (D) & (G) COST PER TOILET PER SERVICE & COST FOR ADITIONAL SERVICE.

FOR DEPARTMENT USE ONLY	
CONTRACTOR NAME	
AGREEMENT NO. C26740001	PAGE 4 of 5

In case of discrepancy between the stipulated totals and the actual sum of the totals, the actual sum of all items shall prevail.

DISTRICT		PARK UNIT		LOCATION WITHIN PARK UNIT		TYPE OF PUMPING SERVICE:						
San Luis Obispo Coast District		Montana de Oro State Park		Islay Creek & Spooner's Cove Vault Toilets #5-13		☐ Holding Tank ☒ Vault Toilet						
ESTIMATED REQUIREMENTS FOR VAULT TOILET SERVICE IS AS FOLLOWS:												
I T E M	PERIOD OF SERVICE		Vault Toilet	1,000 Gallon Holding Tank	SERVICE DAYS	SERVICE FREQUENCY		(A) NO. OF SERVICE DAYS FOR PERIOD	(B) NO. OF TOILETS EACH SERVICE	(C) NO. OF TOILETS SERVICED IN CONTRACT PERIOD [(A)X(B)]	(D) COST PER TOILET PER SERVICE	(E) COST FOR SERVICE PERIOD [(C)X(D)]
	From	To				Every Other Week	Monthly					
1	10/13/2026	10/31/2026	X		S u n d a y S a t u r d a y	X		2	9	18	\$	\$ -
2	11/1/2026	4/30/2027	X		S u n d a y S a t u r d a y		X	6	9	54	\$	\$ -
3	5/1/2027	10/31/2027	X		S u n d a y S a t u r d a y	X		14	9	126	\$	\$ -
4	11/1/2027	4/30/2028	X		S u n d a y S a t u r d a y		X	6	9	54	\$	\$ -
5	5/1/2028	10/31/2028	X		S u n d a y S a t u r d a y	X		14	9	126	\$	\$ -
6	11/1/2028	4/30/2029	X		S u n d a y S a t u r d a y		X	6	9	54	\$	\$ -
7	5/1/2029	10/31/2029	X		S u n d a y S a t u r d a y	X		4	9	36	\$	\$ -
8	11/1/2029	4/30/2030	X		S u n d a y S a t u r d a y		X	6	9	54	\$	\$ -
9	5/1/2030	10/31/2030	X		S u n d a y S a t u r d a y	X		4	9	36	\$	\$ -
10	11/1/2030	4/30/2031	X		S u n d a y S a t u r d a y		X	6	9	54	\$	\$ -
11	5/1/2031	10/12/2031	X		S u n d a y S a t u r d a y	X		12	9	108	\$	\$ -
TOTAL COST FOR REGULAR SERVICES											\$	-
12	ADDITIONAL TOILET SERVICE - If requested, the contractor shall furnish the following additional service:											
	TYPE OF TANK			(F) NO. OF EXTRA SERVICE			(G) COST PER SERVICE					
☐ CONCRETE ☐ PLASTIC ☐ FIBERGLASS			60									
TOTAL COST FOR ADDITIONAL SERVICE [(F)x(G)]											\$	-
TOTAL PRICE ⇒											\$	-

CONTRACTOR NAME

AGREEMENT NO.

C26740001

PAGE

5 of 5

Exhibit B, Attachment 1

HOLDING TANK & VAULT TOILET SERVICE BID FORM SUMMARY

DISTRICT

San Luis Obispo Coast District

PARK UNIT

Hearst San Simeon State Historical Monument

<u>LOCATION WITHIN PARK UNIT</u>	<u>PAGE</u>	<u>COST FOR REGULAR SERVICE</u>	<u>COST FOR ADDITIONAL SERVICE</u>	<u>TOTAL BID PRICE</u>
Horse Camp Vault Toilets #1-4 & Vault Toilets #14-18	2 of 5	\$ -	\$ -	\$ -
Ranch House Holding Tank	3 of 5	\$ -	\$ -	\$ -
Islay Creek & Spooner's Cove Vault Toilets #5-13	4 of 5	\$ -	\$ -	\$ -
<u>SERVICE TOTALS:</u>		\$ -	\$ -	<u>TOTAL BID PRICE</u> → \$ -

Disabled Veteran Business Enterprise (DVBE) Notice

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

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

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

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

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

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

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

3. Commercially Useful Function Definition

- a. California Code of Regulations, Title 2, § 1896.61(l): The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of §1896.61(f); is certified in accordance with §1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function.
- b. A person or entity must perform a commercially useful function (CUF) as defined under Military and Veterans Code (MVC) §999.
- c. A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.

4. What is the DVBE Incentive Program?

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

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

5. Reporting Requirement

- a. If, for this agreement, a contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, within 60 days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in this agreement) the contractor must certify in a report to the awarding department:
 - i) the total amount the prime contractor received under the contract
 - ii) the name and address of the DVBE(s) that participated in the performance of the contract
 - iii) the amount each DVBE received from the prime contractor
 - iv) that all payments under the contract have been made to the DVBE(s)
 - v) the actual percentage of DVBE participation that was achieved
- b. You will be required to report to DPR the actual dollars spent with each DVBE subcontractor on form STD. 817. If awarded the contract you will receive this form at the completion of the contract. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Military & Veterans Code (M&VC) § 999.5(d)).

6. Who is eligible to receive the incentive?

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

7. Documentation

- a. Bidders must document DVBE participation commitment by completing and submitting the following forms:
 - 1) GSPD 05-105, Bidder Declaration: The GSPD 05-105 is used to document the proposed prime contractor and subcontractors, including their roles and responsibilities. **The form must be submitted with the bid package.** If there is a discrepancy between the dollar amount and percentage of bid for DVBE participation then the percentage shall prevail.
 - 2) DGS PD 843, DVBE Declaration: All disabled veteran owners and disabled veteran managers of the DVBE must complete the form and submit it with the bid package. A DGS A DGS PD 843 needs to be submitted by every DVBE supplier who is part of a bid whether they are the prime contractor or subcontractor.
- b. Bids that fail to submit the completed required forms to confirm the level of DVBE participation will not be eligible to receive the DVBE incentive. Clerical and typographical errors on these forms may be corrected at the State's sole discretion.
- c. Information submitted by the bidders to claim the DVBE incentive(s) will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the 2 CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and/or contract termination.

8. How does the DVBE Incentive Program Work?

- a. The DVBE incentive is used only for evaluation purposes to determine the successful bidder and does not alter the amounts of the actual bids. A dollar cap of \$100,000.00 is set for all combined incentives and preferences.
- b. For contracts to be awarded based on the Low Price Method, the incentive amount is equal to a percentage of the lowest responsive and responsible bid based on the amount of DVBE participation in the bid being evaluated per Table A below. The Computation Method does not include the small business preference; however, the small business preference may be applied and may affect the application of the incentive and the outcome of the ranking.

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

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

9. Computation Method

a. Low Price Method

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

10. Substitution of Proposed DVBE

- a. If awarded the contract, the DVBE subcontractors and/or contractors proposed by bidder must be used unless prior written notice of substitution is provided to the state and the state approves such substitution.
- b. The notice must include a minimum of: (1) a written explanation of the reason for the substitution; and (2) an updated GSPD 05-105 must be submitted to the award office of Department of Parks and Recreation. The substitution request must be approved before the substitution can take place.
- c. Failure to adhere to at least the DVBE participation proposed by the successful bidder may be cause for contract termination and recovery of damages under the rights and remedies due the state under the default section of the contract.
- d. Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veterans Code 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the State. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.
- e. Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC § 999.9; Public Contract Code (PCC) § 10115.10, or PCC § 4110 (applies to public works only).

11. To locate DVBE contractors:

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

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

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

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

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

www.Caleprocure.ca.gov

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

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

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

**DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
DVBE Documentation Checklist**

1. The State of California acknowledges the service and sacrifice of its disabled veterans, in part, through the "Disabled Veteran Business Enterprise (DVBE) Participation Program." As mandated bylaw, state agencies have a goal to award at least 3% of their annual contract dollars to certifiedDVBE's.
2. When a firm bids on a state DPR contract that contains DVBE participation, the firm may benefit from the DVBE Incentive program. We encourage all suppliers to obtain as much DVBE participation as possible.
3. **INCOMPLETE DOCUMENTATION (GSPD 05-105 AND DGS PD 843) WILL RESULT IN DISQUALIFICATION FROM FURTHER PARTICIPATION IN THE SELECTION PROCESS FOR THE CONTRACT.**
4. The following checklist is provided to assist bidders with their DVBE participation documentation:

a. GSPD 05-105, Bidder Declaration

- ☐ All DVBE participation is indicated.
- ☐ The names of each participating DVBE company is listed with the corresponding percentage of the total bid price for the services/goods to be provided by each subcontractor.
- ☐ A copy of the printout from eProcurement system showing the company's DVBE certification status.
- ☐ The DVBE participation percentage listed agrees with the dollar value claimed.

b. DGS PD 843, DVBE Declaration

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

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's Signature: _____ **Date Signed:** _____

BIDDER DECLARATION Instructions

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

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

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

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

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

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

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

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

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

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

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

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

2. (continued) Column Labels

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

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

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

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

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

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

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

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

Enter “N/A” if the:

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

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

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

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

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)

Page ____ of ____

PRINT**CLEAR**

COMMERCIALLY USEFUL FUNCTION – BIDDER CERTIFICATION

All California Certified Small Business (SB), Micro Business (MB), and Disabled Veteran Business Enterprise (DVBE) suppliers contracting and subcontracting must complete this certification form.

LEGAL BUSINESS NAME (including "Doing Business As" DBA name)		DPR REFERENCE/AGREEMENT NUMBER C26740001	
CERTIFICATIONS (mark all that apply) ☐ Small Business ☐ Micro Business ☐ DVBE		DGS CERTIFICATION NUMBER (OSDS)	EXPIRATION DATE
For this agreement, this business is the: ☐ Prime Contractor ☐ Subcontractor			
All Certified Small Business, Micro Business, and/or DVBE prime contractors, subcontractors or suppliers must meet the commercially useful function requirements under Government Code Section 14837(d)(4)(A) for Small and Micro Businesses, and Military and Veterans Code Section 999(b)(5)(B)(i) for DVBEs. A. Is the GSPD-05-105, Bidder Declaration attached? ☐ Yes ☐ No B. Is the DGS PD 843, Disabled Veteran Business Enterprise Declarations form attached if applicable? ☐ Yes ☐ No ☐ N/A			

Please answer the following 5 questions as they apply to your company for the goods and/or services being acquired in this solicitation:

1	Will your business be responsible for the execution of a distinct element of the resulting work?	☐ Yes ☐ No	
2	Will your business carry out the obligation of the contract by actually performing, managing or supervising the work involved?	☐ Yes ☐ No	
3	Will you perform work that is normal for your business, service and functions?	☐ Yes ☐ No	
4	Will your business be responsible for products, inventories, materials, suppliers required for the contract, negotiating price, determining quality and quantity, ordering, installing (if applicable) and making payment? (Note: This only applies to GOODS. If this is a service, mark N/A and skip to #5.)	Goods	Services
		☐ Yes ☐ No	☐ N/A
5	If subcontracting a portion of the work, is it a normal portion as expected by current industry practices? (Also answer Yes if not subcontracting any portion.)	☐ Yes ☐ No	

A response of "No" may result in your quote being deemed non-responsive and disqualified.

BIDDER'S CERTIFICATION

The signatory of this document must be the certified business owner (or authorized representative in the case of a corporation) and as such, hereby certifies under penalty of perjury under the laws of the State of California that all information provided herein is truthful and accurate.

PRINTED NAME AND TITLE OF AUTHORIZED SIGNER	SIGNATURE	DATE
---	-----------	------

DEPARTMENT OF PARKS AND RECREATION USE

☐ APPROVED ☐ DENIED

DPR BUYER/EVALUATOR PRINTED NAME	SIGNATURE	DATE
----------------------------------	-----------	------

DARFUR CONTRACTING ACT CERTIFICATION

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

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

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

OPTION #1 - CERTIFICATION

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

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

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

OPTION #2 - WRITTEN PERMISSION FROM DGS

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

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

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

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

Contractor Certification Clause

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

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

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) Provide that every employee who works on the proposed Agreement will:
1. receive a copy of the company's drug-free 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: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

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. (PCC 10296) (Not applicable to public entities.)

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 lesser 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.

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.

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](#) 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).

DOMESTIC PARTNERS:

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

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.

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.

a) Current State Employees (PCC 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.

b) Former State Employees (PCC 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. (PCC 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. (PCC 10430 (e))

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)

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.)

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.

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.

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.

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.

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

ARTIFICIAL INTELLIGENCE (AI) DISCLOSURE FORM

Instructions for this form are on Page 3.

I. BIDDER CONTACT INFORMATION

			C26740001
BUSINESS NAME		SOLICITATION NUMBER	
REPRESENTATIVE NAME		BUSINESS TELEPHONE NUMBER	
BUSINESS ADDRESS	CITY	STATE	ZIP CODE

Description of Services:

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

Sewage pumping services across various locations in Montana de Oro State Park, Los Osos, CA 93402.

II. DISCLOSURE

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

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

1. What type of AI is included?

☐ Traditional AI ☐ Generative AI

2. Is the AI required for this product?

☐ No ☐ Yes ☐ Other:

ARTIFICIAL INTELLIGENCE (AI) DISCLOSURE FORM (Continued)

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

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

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

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

NAME	E-MAIL	PHONE NUMBER
------	--------	--------------

E-MAIL _____ PHONE NUMBER _____

PHONE NUMBER

III. SIGNATURE

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

Signature _____

Date _____

ARTIFICIAL INTELLIGENCE (AI) DISCLOSURE FORM (Instructions)

Instructions:

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

Section I:

Bidders shall fill in their contact information.

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

Section II:

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

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

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

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

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

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

Definitions:

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

Section III:

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

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts 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 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	
Executed in the County of	Executed in the State of
Date Executed	

IV.

SAMPLE AGREEMENT

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

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

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

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

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

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

CONTRACTING AGENCY ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EXHIBIT A
SCOPE OF WORK

1. PROJECT SUMMARY

- A. Contractor shall provide all labor, equipment, and materials required to provide vault toilet and holding tank pumping services (See Exhibit B, Attachment 1) in accordance with the work specifications. Services include:
1. Vault toilet pumping services
 2. Holding tank pumping services
 3. Emergency pumping services
- B. The services will be performed at the following location(s):
- Montaña de Oro State Park (MDOSP)
Various Locations in MDOSP
3550 Pecho Valley Road
Los Osos, CA 93402
- C. The rates specified in Exhibit B, Attachment 1 – Holding Tank & Lift Station Bid Form, shall stay in effect for the entire contract term.

2. PROJECT REPRESENTATIVES

- A. The Contract Representatives during the term of this Agreement will be:

Representatives	DPR Contract Administrator	Contractor's Contract Administrator
Agency Contractor:	San Luis Obispo Coast District	
Name and Title:	John Fairweather, Deputy District Superintendent	
Address:	750 Hearst Castle Rd	
City, State, Zip:	San Simeon CA 93452	
Phone Number:	(805) 712-4865	
E-mail Address	john.fairweather@parks.ca.gov	

- B. The State reserves the right to identify a DPR Designated Representative in the absence of the DPR Contract Administrator.
- C. Any changes in Contractor's Contract Administrator must be immediately reported in writing no later than 5 business days to the DPR Contract Administrator or DPR Designated Representative.

3. TERM OF CONTRACT

- A. The contract term shall be October 13, 2026, or upon DGS approval, whichever is later through October 12, 2031, or 60 months from DGS approval, whichever is later.

4. QUALIFICATION REQUIREMENTS

- A. Services on equipment shall be performed by Trained Service Technicians. Contractor shall provide verification that the technicians have been trained and what their training entails upon request.

5. PERFORMANCE DETAILS

- A. Contractor is responsible for supplying miscellaneous materials incidental to service, including safety materials needed or required to perform service at no additional charge to the State.
- B. Any damage to existing facilities or structures resulting from this work shall be reported immediately or within 24 hours of discovered damage to the DPR Contract Administrator or DPR Designated Representative and be repaired immediately by the Contractor to the satisfaction of the DPR Contract Administrator or DPR Designated Representative at no cost to the State. Such repairs shall comply with all applicable provisions of this Agreement.
- C. All work shall be performed professionally by experienced personnel outfitted with the appropriate tools and equipment to complete the job properly. Unless otherwise indicated herein.

6. SERVICE DETAILS

- A. Work Days, Hours and State Holidays - Pumping services to be performed according to the work schedule, Exhibit B, Attachment 1.
- B. Scheduling of Work - All work is to be completed between the hours of 8:00 AM and 5:00 PM on scheduled days as identified in bid forms Exhibit B, Attachment 1. Work outside of scheduled days and times must be approved in advance by the State Representative.
- C. During the term of this Agreement, and notwithstanding the described hours and calendar schedule, the DPR Contract Administrator or DPR Designated Representative and Contractor shall mutually agree in writing to modify workdays or hours to reasonably accommodate the completion of work.
- D. If Contractor fails to arrive on site within the prescribed time frame or fails to perform and complete services as scheduled, State may call in another vendor at Contractor's sole expense to provide said service. Contractor shall be billed accordingly.
- E. If regularly scheduled service falls on a holiday, Contractor must provide service on that day.

7. WORK SPECIFICATIONS

Pumping Services

- A. Pumping service are to be performed for each of the tanks listed in Exhibit B, Attachment 1 – Holding Tank & Vault Toilet Service Bid Forms according to the specified schedule. Each service shall consist of pumping the tank and appropriately discharging the sewage at the

designated site specified in this Exhibit A – Scope of Work. Pumping discharge shall be done in such a manner to prevent spillage of any waste onto the ground surrounding the units and shall meet all requirements of the Health and Safety Code of the State of California.

- B. All objects, garbage and debris must be removed from holding tanks each time the tanks are pumped. Contractor is responsible for filtering and removal/disposal of all non-waste items from inside tanks, and pit tanks on or upon pumping and cleaning unrelated to sewage, such as rocks, hazardous waste items such as syringes, etc.
 - 1. Trash cans shall be provided by State Parks within each of the park units.
- C. Water shall be provided by the Contractor and must be available for servicing tanks. Tanks shall be washed down with a high-pressure stream of water so compacted waste and toilet paper are broken up, and holding tanks cleaned out to prevent buildup of solids, scum, or sand/soil concentrations.
- D. Additional service may be requested by the District Superintendent or State representative. Payment for such emergency unit service will be in accordance with Exhibit B, Attachment 1 – Holding Tank & Vault Toilet Service Bid Forms.
- E. At each service, the contractor shall inspect each holding tank, septic tank, pit toilet or lift station and pump all sewage, to ensure that all tanks are completely empty.
- F. After each cleaning, an evaluation shall be done by the Contractor and an evaluation report shall be provided to the State Representative.
- G. The contractor shall dump wastewater and sewage off-site in an environmentally responsible manner outside of State Parks property.
- H. For each service trip, the contractor shall complete a service log identifying the date, tanks serviced, gallons pumped, service truck license number, operator name, and any comments needed to inform the State of unacceptable or problem conditions. All waste disposal receipts shall be submitted with the invoice for payment.

8. ROUTINE SERVICE OF HOLDING TANKS

- A. One (1) 1,000 gallon holding tank located at the Ranch House, see Exhibit A, Attachment 1 - Site Maps, is to be serviced in accordance with the schedule on Exhibit B, Attachment 1.
- B. For the safety of the public, the holding tank lid shall be removed and reattached with hardware by driver (4 screws).

9. ROUTINE SERVICE OF VAULT TOILETS

- A. Eighteen (18) vault toilets are to be pumped in accordance with the schedule on Exhibit B, Attachment 1.
- B. Vault toilets #8, 9, 12, & 13 shall require a hose of at least 150 feet in length for servicing, as identified in Exhibit A, Attachment 1 - Site Maps.

- C. Service on the vault toilet #5-13 shall be every other Wednesday starting May 1st through October 31st (busy season). Starting November 1st through April 30th, vault toilets #5-13 shall be serviced monthly on the first Wednesday of each month.
- D. Service on the Horse Camp vault toilets #1-4 & vault toilets #14-18 shall be monthly on the first Wednesday of each month.

10. EMERGENCY SERVICE CALLS

- A. When contacted by the State's Representative, the Contractor shall respond as soon as possible to the service site with all necessary labor, tools, and equipment to perform pumping when the service is identified as an emergency. An emergency is defined as a tank that is full or when there is an imminent threat of raw sewage exposure.
- B. The Contractor will furnish the State's Representative with telephone numbers for 24-hour contact.
- C. The Contractor must respond to emergencies within **four (4)** hours of the initial State's Representative's call.
- D. Emergency services will be paid at the rates specified on Exhibit B, Attachment 1 – Holding Tank & Vault Toilet Service Bid Form Table 2.

11. ADDITIONAL SPECIFICATIONS

- A. Any spillage must be cleaned up and disinfected prior to leaving the job site by the Contractor.
- B. The Contractor will conduct their operations in a safe and responsible manner so as not to jeopardize the health and safety of themselves, their employees, park visitors or State's employees. The Contractor will follow OSHA regulations as they apply to accomplishing the services of this contract.

12. INSPECTIONS BY STATE AND RECORD OF SERVICE

- A. At completion of each service, the service person will leave at the designated office a signed statement verifying the date and time services were completed. The service person may at his/her option make this statement in duplicate and obtain signature of a park employee to verify the preparation and submission of statement to park unit.

13. AMENDMENTS/MODIFICATIONS

- A. The Department of Parks and Recreation reserves the right to amend the contract total with mutual consent of the parties hereto, up to, not more than 30% (not to exceed \$250,000) of the original contract in accordance with SCM Vol.1, Section 5.81.

AERIAL MAPS

Montana de Oro State Park,
Camground & Ranch House
Vault Toilets #5-13 & Holding Tank



Montana de Oro State Park,
Horse Camp
Vault Toilets #1-4

Contractor:
Contract: C26740001
Page 2 of 3

Baywood-Los Osos

Green
Lima Ct

Rim Trail

Dune Trail

Pecho-Valley Rd

Image Landsat / Copernicus
© 2018 Google
© 2018 INEGI

Google Earth

1994

Imagery Date: 9/7/2018 lat 35.298934° lon -120.859087° elev 557 ft eye alt 3199 ft

Montana de Oro State Park,
Vault Toilets #14-18
& Work Site Overview



11 GoogleEarth_Placemark
12/13

Holding Tank

Pecho Valley Rd

Bluff Trail

Contractor's Name:

Agreement Number: C26740001

Page: 1 of 2

EXHIBIT B (Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in HOLDING TANK & VAULT TOILET SERVICE BID FORM , marked Exhibit B, Attachment 1, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Department of Parks and Recreation
San Luis Obispo Coast District
Attn: Accounting
750 Hearst Castle Road,
San Simeon, CA 93452

2. Budget Contingency Clause

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

3. Prompt Payment Clause

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

4. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following expiration or termination date of this Agreement, unless a later or alternate deadline is agreed to in writing by the project representative. Said invoice should be clearly marked "Final Invoice," thus indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the project representative prior to the expiration or termination date of this Agreement.

Contractor's Name:

Agreement Number: C26740001

Page: 2 of 2

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

5 Disabled Veterans Participation Goals

- A. Upon completion of an awarded contract in which a commitment to achieve a DVBE goal was made, the prime contractor that entered into a subcontract with a DVBE is required to complete and submit form STD. 817 within 60 days to certify payment information to the awarding department, in accordance with Military and Veterans Code (M&VC) Section 999.5.
- B. For contracts awarded on or after January 1, 2021, pursuant to M&VC Section 999.7, the State shall withhold ten thousand dollars (\$10,000) from the final payment, or the full final payment if less than ten thousand dollars (\$10,000), until the prime contractor complies with the certification requirements of M&VC Section 999.5. Prime contractors that fail to comply with the certification requirements shall be given notice and allowed to cure the defect. If after 15 calendar days but not more than 30 calendar days from the date of the notice, the prime contractor fails to comply with the certification requirements, the State shall permanently deduct ten thousand dollars (\$10,000) from the final payment, or the full payment if less than ten thousand dollars (\$10,000). The withholding applies to all contracts with a DVBE subcontractor.
- C. Notwithstanding any other law, an awarding department shall not withhold more than the amount specified on the final payment of any disabled veteran business enterprise contract for the purposes of ensuring compliance with the certification requirements of M&VC 999.5.

FOR DEPARTMENT USE ONLY	
CONTRACTOR NAME	
AGREEMENT NO. C26740001	PAGE 1 of 5

Exhibit B, Attachment 1

HOLDING TANK & VAULT TOILET SERVICE BID FORM - Exhibit B, Attachment 1

DISTRICT NAME AND ADDRESS
Department of Parks and Recreation
San Luis Obispo Coast District
750 Hearst Castle Road
San Simeon, CA 93452

BID OPENING	
DATE	TIME
	3:30PM PST

NAME OF BUSINESS	PHONE NO. ()	FAX NO. ()	EMAIL ADDRESS
BUSINESS ADDRESS		CITY/STATE/ZIP CODE	
SMALL BUSINESS PREFERENCE A five percent (5%) preference will be granted to bidders properly approved as a Certified Small Business (SB) or a Certified Microbusiness (MB), or to a non-small business subcontracting 25% or more of the total monetary amount of the bid in supplies and/or labor costs with Certified Small Business subcontractors in accordance with Title 2, California Code of Regulations, Section 1896, et seq. To qualify as a Certified Small Business, the business must have an approved certification on file with the Office of Small Business and DVBE Services (OSDS), 707 Third Street, First Floor - Room 400, West Sacramento, CA 95605, by 5:00 p.m. on bid opening day. ☐ Claiming preference as a Certified Small Business (Attach a copy of the SB certification printout from OSDS' website) ☐ Claiming 25% SB subcontractor participation (Attach form DPR 85, Small Business Subcontractor Participation Worksheet) ☐ Not eligible for SB preference			
STATUS OF BUSINESS (Check appropriate box.) ☐ Individual ☐ Corporation. State in which incorporated: _____ ☐ Partnership. Full names of partners: _____ _____			
I hereby propose to provide all labor, materials, tools, and equipment necessary to furnish and/or maintain portable chemical toilet units, complete and ready for use as specified on the back of this form, in accordance with the bid documents and such addenda thereto as may be issued prior to bid opening date.			
BIDDER'S SIGNATURE ▶	DATE	PRINTED NAME	TITLE

HOLDING TANK & VAULT TOILET SERVICE BID FORM - Exhibit B, Attachment 1

Bidder completes (D) & (G) COST PER TOILET PER SERVICE & COST FOR ADITONAL SERVICE.

FOR DEPARTMENT USE ONLY	
CONTRACTOR NAME	
AGREEMENT NO. C26740001	PAGE 2 of 5

In case of discrepancy between the stipulated totals and the actual sum of the totals, the actual sum of all items shall prevail.

DISTRICT			PARK UNIT			LOCATION WITHIN PARK UNIT			TYPE OF PUMPING SERVICE:									
San Luis Obispo Coast District			Montana de Oro State Park			Horse Camp Vault Toilets #1-4 & Vault Toilets #14-18			☐ Holding Tank ☒ Vault Toilet									
ESTIMATED REQUIREMENTS FOR VAULT TOILET SERVICE IS AS FOLLOWS:																		
I T E M	PERIOD OF SERVICE		Vault Toilet	1,000 Gallon Holding Tank	SERVICE DAYS							SERVICE FREQUENCY	(A) NO. OF SERVICE DAYS FOR PERIOD	(B) NO. OF TOILETS EACH SERVICE	(C) NO. OF TOILETS SERVICED IN CONTRACT PERIOD [(A)x(B)]	(D) COST PER TOILET PER SERVICE	(E) COST FOR SERVICE PERIOD [(C)x(D)]	
	From	To										Monthly						
1	10/13/2026	10/12/2031	X		S	M	T	W	T	F	S		X	60	9	540	\$	\$ -
					u	n	e	e	h	r	a							\$ -
																		\$ -
																		\$ -
																		\$ -
																		\$ -
																		\$ -
																		\$ -
												TOTAL COST FOR REGULAR SERVICES		\$ -				
10	ADDITIONAL TOILET SERVICE - If requested, the contractor shall furnish the following additional service:																	
	TYPE OF TANK				(F) NO. OF EXTRA SERVICE				(G) COST PER SERVICE									
	☐ CONCRETE ☐ PLASTIC ☐ FIBERGLASS				15													
												TOTAL COST FOR ADDITIONAL SERVICE [(F)x(G)]		\$ -				
												TOTAL PRICE ⇨		\$ -				

HOLDING TANK & VAULT TOILET SERVICE BID FORM - Exhibit B, Attachment 1

Bidder completes (D) & (G) COST PER TANK PER SERVICE & COST FOR ADITIONAL SERVICE.

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In case of discrepancy between the stipulated totals and the actual sum of the totals, the actual sum of all items shall prevail.

DISTRICT			PARK UNIT			LOCATION WITHIN PARK UNIT			TYPE OF PUMPING SERVICE:								
San Luis Obispo Coast District			Montana de Oro State Park			Ranch House Holding Tank			☒ Holding Tank ☐ Vault Toilet								
ESTIMATED REQUIREMENTS FOR HOLDING TANK SERVICE IS AS FOLLOWS:																	
I T E M	PERIOD OF SERVICE		Vault Toilet	1,000 Gallon Holding Tank	SERVICE DAYS							SERVICE FREQUENCY	(A) NO. OF SERVICE DAYS FOR PERIOD	(B) NO. OF TANKS EACH SERVICE	(C) NO. OF TANKS SERVICED IN CONTRACT PERIOD [(A)x(B)]	(D) COST PER TANK PER SERVICE	(E) COST FOR SERVICE PERIOD [(C)x(D)]
	From	To			S	M	T	W	T	F	S	Monthly					
1	10/13/2026	10/12/2031		X	S	M	T	W	T	F	S	X	60	1	60	\$	\$ -
																	\$ -
																	\$ -
																	\$ -
																	\$ -
																	\$ -
																	\$ -
																	\$ -
														TOTAL COST FOR REGULAR SERVICES		\$ -	
10 ADDITIONAL TANK SERVICE - If requested, the contractor shall furnish the following additional service:																	
TYPE OF TANK					(F) NO. OF EXTRA SERVICE					(G) COST PER SERVICE							
☐ CONCRETE ☐ PLASTIC ☐ FIBERGLASS					6												
TOTAL COST FOR ADDITIONAL SERVICE [(F)x(G)]																	\$ -
TOTAL PRICE ⇨																	\$ -

HOLDING TANK & VAULT TOILET SERVICE BID FORM - Exhibit B, Attachment 1

Bidder completes (D) & (G) COST PER TOILET PER SERVICE & COST FOR ADITIONAL SERVICE.

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In case of discrepancy between the stipulated totals and the actual sum of the totals, the actual sum of all items shall prevail.

DISTRICT			PARK UNIT		LOCATION WITHIN PARK UNIT			TYPE OF PUMPING SERVICE:										
San Luis Obispo Coast District			Montana de Oro State Park		Islay Creek & Spooner's Cove Vault Toilets #5-13			☐ Holding Tank ☒ Vault Toilet										
ESTIMATED REQUIREMENTS FOR VAULT TOILET SERVICE IS AS FOLLOWS:																		
I T E M	PERIOD OF SERVICE		Vault Toilet	1,000 Gallon Holding Tank	SERVICE DAYS							SERVICE FREQUENCY		(A) NO. OF SERVICE DAYS FOR PERIOD	(B) NO. OF TOILETS EACH SERVICE	(C) NO. OF TOILETS SERVICED IN CONTRACT PERIOD [(A)X(B)]	(D) COST PER TOILET PER SERVICE	(E) COST FOR SERVICE PERIOD [(C)X(D)]
	From	To			S	M	T	W	T	F	S	Every Other Week	Monthly					
1	10/13/2026	10/31/2026	X		S	M	T	W	T	F	S	X		2	9	18	\$	\$ -
2	11/1/2026	4/30/2027	X		S	M	T	W	T	F	S		X	6	9	54	\$	\$ -
3	5/1/2027	10/31/2027	X		S	M	T	W	T	F	S	X		14	9	126	\$	\$ -
4	11/1/2027	4/30/2028	X		S	M	T	W	T	F	S		X	6	9	54	\$	\$ -
5	5/1/2028	10/31/2028	X		S	M	T	W	T	F	S	X		14	9	126	\$	\$ -
6	11/1/2028	4/30/2029	X		S	M	T	W	T	F	S		X	6	9	54	\$	\$ -
7	5/1/2029	10/31/2029	X		S	M	T	W	T	F	S	X		4	9	36	\$	\$ -
8	11/1/2029	4/30/2030	X		S	M	T	W	T	F	S		X	6	9	54	\$	\$ -
9	5/1/2030	10/31/2030	X		S	M	T	W	T	F	S	X		4	9	36	\$	\$ -
10	11/1/2030	4/30/2031	X		S	M	T	W	T	F	S		X	6	9	54	\$	\$ -
11	5/1/2031	10/12/2031	X		S	M	T	W	T	F	S	X		12	9	108	\$	\$ -
TOTAL COST FOR REGULAR SERVICES															\$	-		
12	ADDITIONAL TOILET SERVICE - If requested, the contractor shall furnish the following additional service:																	
	TYPE OF TANK				(F) NO. OF EXTRA SERVICE				(G) COST PER SERVICE									
	☐ CONCRETE ☐ PLASTIC ☐ FIBERGLASS				60													
TOTAL COST FOR ADDITIONAL SERVICE [(F)x(G)]															\$	-		
TOTAL PRICE ⇒															\$	-		

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Exhibit B, Attachment 1

HOLDING TANK & VAULT TOILET SERVICE BID FORM SUMMARY

DISTRICT

San Luis Obispo Coast District

PARK UNIT

Hearst San Simeon State Historical Monument

<u>LOCATION WITHIN PARK UNIT</u>	<u>PAGE</u>	<u>COST FOR REGULAR SERVICE</u>		<u>COST FOR ADDITIONAL SERVICE</u>		<u>TOTAL BID PRICE</u>	
Horse Camp Vault Toilets #1-4 & Vault Toilets #14-18	2 of 5	\$	-	\$	-	\$	-
Ranch House Holding Tank	3 of 5	\$	-	\$	-	\$	-
Islay Creek & Spooner's Cove Vault Toilets #5-13	4 of 5	\$	-	\$	-	\$	-
<u>SERVICE TOTALS:</u>		\$	-	\$	-	<u>TOTAL BID PRICE</u> → \$	-

EXHIBIT D — SERVICES
(Standard Agreement with Pollution Liability)

SPECIAL TERMS AND CONDITIONS

1. Insurance Requirements

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

A. Policy

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

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

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

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

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

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

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

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

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

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

EXHIBIT D — SERVICES
(Standard Agreement with Pollution Liability)

Contractor's Name:
Agreement Number: C26740001

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D. Contractor's Additional Responsibilities

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

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

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

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

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

E. Insurance Companies

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

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

F. State Remedies

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

2. Licenses and Permits

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

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

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

EXHIBIT D — SERVICES
(Standard Agreement with Pollution Liability)

Contractor's Name:
Agreement Number: C26740001

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3. Disputes

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

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

4. Termination for Convenience

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

5. Force Majeure

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

6. Forced, Convict, and Indentured Labor

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

7. Potential Subcontractors

Nothing contained in this agreement or otherwise, shall create any contractual relation between State and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons

EXHIBIT D — SERVICES
(Standard Agreement with Pollution Liability)

Contractor's Name:
Agreement Number: C26740001
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7. Potential Subcontractors (CONTINUED)

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

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

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

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

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

10. Intellectual Property

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

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

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

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

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