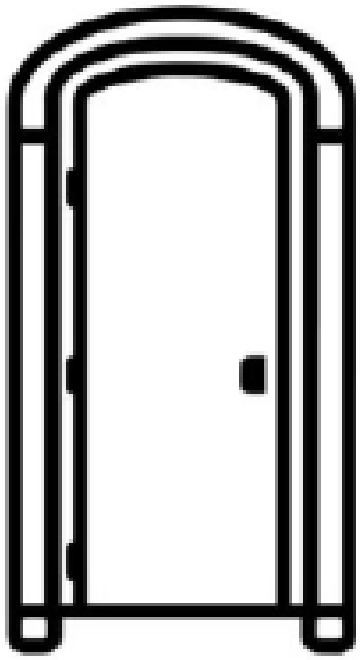
INVITATION FOR BIDS

HUNTINGTON STATE BEACH
PORTABLE TOILET RENTAL

BID NO. C26925010
AUGUST 2026



ORANGE COAST DISTRICT
3030 AVENIDA DEL PRESIDENTE
SAN CLEMENTE, CA 92672

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

State Of California – Natural Resources Agency
Department of Parks & Recreation
Orange Coast District

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State of California • Natural Resources Agency
Gavin Newsom, *Governor*
DEPARTMENT OF PARKS AND RECREATION
Armando Quintero, *Director*
Orange Coast District
3030 Avenida Del Presidente
San Clemente, CA 92672

INVITATION FOR BID
Notice to Prospective Bidders

August 2026

You are invited to review and respond to an Invitation for Bid (IFB) entitled **Huntington State Beach Portable Toilet Rental** at California State Parks, Orange Coast District. The Solicitation Number is **C26925010**. 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:

Ryan Thorne
Department of Parks and Recreation
Orange Coast District
949-492-0802
Ryan.Thorne@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.

Ryan Thorne

Ryan Thorne, Contract Administrator

State of California – Natural Resources Agency
Department of Parks & Recreation
Orange Coast District

Key Action Dates

Contract Number: C26925010
Huntington State Beach Portable Toilet Rental

Listed below are the key action dates and times by which the actions must be taken or completed.

Event	Date	Time
Solicitation released to public	8/11/2026	
Q&A Submission Deadline	8/19/2026	1:00 PM
Est Q&A Response	8/21/2026	
Bid Submission Deadline	9/1/2026	2:00 PM
Bid Opening	9/1/2026	2:05 PM

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

SERVICE CONTRACTS
INVITATION FOR BIDS/INSTRUCTIONS TO BIDDERS

CONTRACT/BID NO.: C26925010

Bids will be publicly opened over Microsoft Teams conference call. Individuals interested in calling into the conference must send their request to Ryan.Thorne@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.

BID SUBMISSION: Electronically Submitted Portable Document File (PDF) Bid Document Packages will be accepted at Ryan.Thorne@parks.ca.gov by the Department of Parks & Recreation's (DPR) Orange Coast District until September 1, 2026 at 2:00 PM PST.

At the above time and place the bids will be publicly opened and read for furnishing services, material, or equipment, or to perform all work required to: perform all work required to provide services as outlined in the Specifications marked Exhibit A, Attachment 1, included as part of this bid booklet which may be accessed on-line at https://caleprocure.ca.gov, under current bid name "C26925010 – Huntington State Beach Portable Toilet Rental".

QUESTIONS: Questions may be submitted in writing, via email to Ryan.Thorne@parks.ca.gov by August 19, 2026 at 1:00 PM PST. Answers will be provided by Addendum which will be posted within the Bid Solicitation located on the CaleProcure website stated above. It is the responsibility of the bidders to download any addenda as needed.

Additional requirements/information are as follows:

- Project Representative: Kaluna Mahi, State Park Maintenance Chief – Kaluna.Mahi@parks.ca.gov
- Project Location: Huntington State Beach, 21601 Pacific Coast Hwy, Huntington Beach, CA 92646
- Estimated Value of Contract: $100,000.00
- Contract Term: Three Years from Notice to Proceed

Prospective bidders may examine and obtain specifications and bid forms, or receive assistance with questions regarding this Invitation for Bids by calling, e-mailing or mailing a request to:

Department of Parks and Recreation

Contact Person: Ryan Thorne
Phone No.: 949-494-0802

E-mail: Ryan.Thorne@parks.ca.gov

1. 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.

2. Bid documents consist of all forms, instructions, notices, specifications, and any addenda thereto, that describe the project or services to be performed and the requirements for bidding. All bidders are responsible to inquire as to addenda issued.

3. Bids shall be submitted via email to the email address indicated above. This email shall include the return address of the bidder, be marked "Bid - Do Not Open" and delivered prior to the time and date of the bid opening. It is the responsibility of the bidder to ensure that his/her bid is received in proper time. Facsimile (Fax) responses will not be considered.

4. No bids will be accepted after the date and time set for the bid opening.

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

6. 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 filed at, e-mailed to or sent by FAX to the place shown above. An oral or other form of request to withdraw a bid is not acceptable.

7. Bids will be opened and read publicly at the time and place indicated above. Bidders or their authorized agents are invited to be present.

8. Bids may be rejected if they show any alterations to form, additions not called for, conditioned bids, incomplete bids, or irregularities of any kind. Only those bids which cover all the work outlined will be considered. The State reserves the right to reject any or all bids.

9. If the contract is awarded, it will be awarded to the lowest responsible bidder whose bid complies with the prescribed requirements.

10. 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.

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

12. The basic agreement for contracting with the State, "STD. 213 - Standard Agreement," is included in bid documents in sample form for informational purposes.

13. 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.

14. The contract shall be a binding contract upon the State only after approval by the State.

15. 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.

16. 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

A. 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 accesible 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 FAX, overnight courier, e-mail, or personal delivery five (5) working days prior to the award of contract.

B. Inspection of bids is permitted as follows:

   1. After bid opening, all bids shall be available for public inspection.

C. 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.

D. Once a protest is filed the contract may not be awarded until the protest is withdrawn or DGS has rendered a decision.

E. 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: Protest Coordinator
707 Third Street, 7th Floor
West Sacramento, CA 95605
Email: 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

State of California - Natural Resources Agency
Department of Parks & Recreation

Exhibit A, Attachment 1
Specifications

Work and service under this contract consists of providing all labor, materials, tools and equipment to furnish, deliver, set-up, pump, service, maintain and removal of portable standard and ADA (American with Disabilities Act) chemical toilet units with approved containment pans, and hand wash stations.

The Requested Service will be for ADA Portable Toilets, Standard Regular Toilets and basin sinks to be placed at Huntington State Beach from May 22 through October 15 each contract year for three years.

Portable toilets shall be removed from the site during the off-season.

All portable toilets and hand wash stations shall be delivered, set-up and serviced as determined by State Representative and will be serviced daily Sunday, Monday, Tuesday, Wednesday, Thursday, Friday, and Saturday for the period of the contract. Servicing of all portable toilets and hand wash stations shall occur between the hours of 06:00 am and 08:00 am each service day.

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

Exhibit A, Attachment 1

CHEMICAL TOILET RENTAL AND/OR SERVICE SPECIFICATIONS

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

2. **Term:** The term of this contract, if awarded, shall commence on 4/1/2027 or upon DGS approval whichever is later, and terminate on 3/1/2030 or three years from DGS approval whichever is later.

3. **Definitions:** The term "unit" as used herein refers to one (1) complete toilet building, each consisting of one (1) urinal, one (1) commode, and one (1) tank (75 gallon minimum). The term "furnish" as used in the Bid Form and elsewhere in these Specifications includes the delivery of the chemical toilet unit to the State Parks listed on the Bid Form.

4. **Toilet Building:** The building shall be a patented chemical-type toilet mounted on suitable skids. Minimum wall thickness shall be 1/8 inch.

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

5. **Quantity and Placement of Chemical Toilet Units:** The initial quantity of chemical toilet units to be furnished will be ordered in writing by the District Superintendent or his/her representative. Increases or decreases from this quantity will be made only on written order by the District Superintendent or his/her representative. He/she may reject any unit which is determined not to be in conformance with these specifications. The contractor will place the toilet units. Specific location will be designated by the District Superintendent or his/her representative. Because of necessity, park personnel may move units. The units will be moved in a manner designated by the contractor. Park personnel shall not be held liable for any damage incurred through such movement.

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

7. **Entrance Door:** Entrance doors shall close automatically by means of a spring or other self closing device. The approved inside locking device or hook and eye shall be installed five feet (5'0") above the interior floor. The minimum size of the door opening shall be six feet by two feet (6'0" x 2'0"). Handicapped accessible units (if requested) shall meet the ADA Compliance standards for such units If outside steps are used, they should be of ample size, firmly fastened, and preferably of one-piece construction.

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

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

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

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

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

13. **Overall Appearance of Toilet Units:** Units shall be maintained in top condition during the term of this contract. Units not so maintained, and under the terms of this contract found to be substandard, will be ordered removed at the contractor's expense and replaced with units in a proper state of repair. The District Superintendent or his/her representative shall determine and designate which units are substandard and shall give written notice of this fact to the contractor by registered mail, return receipt. A copy of said notice will be retained by the District Superintendent or his/her representative. Seven (7) calendar days after the date of written notification, payments on units designated as substandard will cease and such nonpayment will become retroactive to the date of the original notification. Deductions from monthly payments will be made as explained under Paragraph 17 of the Instructions to Bidders for Chemical Toilet Rental and/or Service.

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

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

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

    On each service trip the contractor shall supply and replenish the following items to full stock:
    ☒ Toilet tissue, folding sheet type with ____2____ dispenser(s) in each unit.
    ☒ Seat covers with ____1____ dispenser(s) in each unit.

17. **2-Basin Hand Wash Sink:** Non-potable fresh water, hands free foot water pump, grey water holding tank, OSHA approved, liquid soap dispenser, paper towel dispenser. Services performed each trip shall consist of (a) pumping the grey water tank, (b) thorough washing and cleaning of the unit, (c) replenishing the water supply tank, (d) replenishing soap dispenser, (e) replenishing paper supplies.

18. **Servicing Days:** Janitorial service shall be performed in accordance with the schedule on the Bid Form or as ordered in writing by the District Superintendent or his/her representative. When any regular service day falls on a legal holiday, service on that holiday will be required under the terms of this contract. Additional service may be requested by the District Superintendent or his/her representative. Payment for such emergency unit service will be in accordance with the bid price under Item 12.

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

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

21. **Service Locations:**
    Huntington State Beach
    Restroom Location #3
    21601 Pacific Coast Highway
    Huntington Beach, CA

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 certiffied and registered SB.

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

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

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
24-hour recording: (916) 322-5060
FAX: (916) 375-4950
certification@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

Worksite Eligibility Determinations:
TACPA@dgs.ca.gov

Disabled Veteran Business Enterprise (DVBE) Notice

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

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

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

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

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

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

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

3. **Commercially Useful Function Definition**

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

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

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

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

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

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

5. Reporting Requirement

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

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

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

6. Who is eligible to receive the incentive?

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

7. Documentation

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

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

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

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

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

8. How does the DVBE Incentive Program Work?

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

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

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

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

9. Computation Method

a. Low Price Method

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

10. Substitution of Proposed DVBE

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

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

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

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

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

11. To locate DVBE contractors:

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

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

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

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

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

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

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

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

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
DVBE Documentation Checklist

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

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

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

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

a. GSPD 05-105, Bidder Declaration

☐ All DVBE participation is indicated.

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

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

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

b. DGS PD 843, DVBE Declaration

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

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)		

SAMPLE

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

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

2. The services shall be performed at:

3. The services shall be provided during:

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

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

SAMPLE

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

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

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

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.

SAMPLE

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.

SAMPLE

EXHIBIT D — SERVICES
(Standard Agreement with Pollution Liability)

SAMPLE

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.

Workers' 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.

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 therefor have been paid. At State's discretion, such evidence shall be the appropriate ACORD Form (Certificate of Insurance) or 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 Rating Guide. Any other rating classification requires State approval.

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

F. State Remedies

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

2. Licenses and Permits

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

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

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

SAMPLE

3. Disputes

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

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

4. Termination for Convenience

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

5. Force Majeure

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

6. Forced, Convict, and Indentured Labor

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

7. Potential Subcontractors

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

SAMPLE

7. Potential Subcontractors (CONTINUED)

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

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

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

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

If the resulting agreement will have a total value of $200,000 or more, Contractor is hereby advised that it will be obligated to give priority consideration in filling vacancies in positions funded by the resulting agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200. This requirement shall not interfere with or require a violation of a collective bargaining agreement, 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 thereto, 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. Generative Artificial Intelligence

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology.

At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

SAMPLE

11. Generative Artificial Intelligence (CONTINUED)

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

12. 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.

SAMPLE

Print Form | Reset Form

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD

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

STD 204 (Rev. 03/2021)

SAMPLE

Section 1 – Payee Information

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

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

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

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

Section 2 – Entity Type

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

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

CORPORATION (see instructions on page 2)

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

Section 3 – Tax Identification Number

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

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

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

___ ___ ___ - ___ ___ - ___ ___ ___ ___

OR

Federal Employer Identification Number (FEIN)

___ ___ - ___ ___ ___ ___ ___ ___ ___

Section 4 – Payee Residency Status (See instructions)

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

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

☐ No services performed in California

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

Section 5 – Certification

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

NAME OF AUTHORIZED PAYEE REPRESENTATIVE	**TITLE**	**E-MAIL ADDRESS**
SIGNATURE	**DATE**	**TELEPHONE** *(include area code)*

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE	**UNIT/SECTION**	
MAILING ADDRESS	**FAX**	**TELEPHONE** *(include area code)*

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

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD

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

STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

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

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

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

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

Section 1 – Payee Information

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

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

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

Section 2 – Entity Type

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

Section 3 – Tax Identification Number

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

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

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

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

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

Section 5 – Certification

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

Section 6 – Paying State Agency

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

Privacy Statement

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

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

SAMPLE

Print Form | Reset Form

STATE OF CALIFORNIA – STATE CONTROLLERS OFFICE

PAYEE DATA RECORD SUPPLEMENT

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

STD 205 (New 03/2021)

Payee Information (must match the STD 204)

NAME (*Required. Do not leave blank.*)

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

TAX ID NUMBER (*Required*)
SSN, ITIN, or FEIN that matches Tax ID number provided on STD 204

Additional Remittance Address Information

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

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

Additional Contact Information

Use the fields below to provide additional authorized representatives for the Payee if applicable.

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

Certification

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

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

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

SAMPLE

STATE OF CALIFORNIA – STATE CONTROLLERS OFFICE

PAYEE DATA RECORD SUPPLEMENT

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

STD 205 (New 03/2021)

GENERAL INSTRUCTIONS

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

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

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

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

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

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

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

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

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

PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to $20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of the STD 204 form.

SAMPLE