

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

**NOTICE TO CONTRACTORS**

**Accounting Services Section**  
Printing – Bank Deposit Slips  
Bid Number: C22063000

Bids must be submitted electronically with all necessary fully executed bid submission documents as an attachment in Portable Document Format (PDF) to [Indra.Sant@parks.ca.gov](mailto:Indra.Sant@parks.ca.gov) no later than **5:00 p.m., Thursday, January 19, 2023**. 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 Indra Sant 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 **10:00 a.m. on Friday, January 20, 2023**. Individuals interested in calling into the Bid Opening must send their request into [Indra.Sant@parks.ca.gov](mailto:Indra.Sant@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 DRP adequate time to accommodate all Bidders. Bids will be submitted for performing the work as follows:

Furnish all labor, materials, tools and equipment necessary to reproduction, assembly, binding, shipping and any other related work to print four part carbonless, bank deposit slips, complete and in accordance with the plans and specifications therefore and such addenda thereto as may be issued prior to bid opening date.

Estimated Contract Term: **February 01, 2023 through January 31, 2026**

Contract Performance Period: **Three Years from Contract Execution Date**

**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 "**C22063000**" 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 [Indra.Sant@parks.ca.gov](mailto:Indra.Sant@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 CaleProcure

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. The Department of Parks and Recreation 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.

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

Notice to Contractors  
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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: Protest Coordinator  
707 Third Street, 7th Floor  
West Sacramento, CA 95605

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

**Bid Submission:** In order for a bid to be considered responsive, Bidder must submit the following documents in a single PDF document by the due date above:

DPR 85 – Small Business Preference, if applicable	(Page 6)
DPR 486 – Bidder's DVBE Participation, if applicable	(Page 12)
DPR 843 – DVBE Declarations, if applicable	(Page 13)
Exhibit B, Attachment 1 – Service Contracts Bid Form	(Page 25)
Exhibit B, Attachment 2 – Cost Worksheet	(Page 26)
DPR 74 – Darfur Contracting Act Certification, if applicable	(Page 32)
DGS OLS 04 – California Civil Rights Laws Attachment, if applicable	(Page 33)
CCC 04/2017 – Contractor Certification Clauses	(Page 34)

All forms requiring a signature can be completed either manually, or by use of electronic signature (e-signature). E-signatures are legally binding and equivalent to handwritten signatures to signify an agreement. The use of e-signature is optional and will be at the expense of the Bidder.

## Small Business (SB) Notice

### 5% Small Business Preference

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

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

b) **Your business may be eligible if it meets all of the following\*:**

1. Must be independently owned and operated.
2. Cannot be dominant in its field of operation.
3. Must have its principal office located in California.
4. Must have its owners (or officers in the case of a corporation) domiciled in California.
5. Together with its affiliates, be either:
  - ° A business with 100 or fewer employees, and an average annual gross receipts of \$14 million or less over the previous three tax years, or
  - ° A manufacturer with 100 or fewer employees.
6. Microbusiness: A small business will automatically be designated as a microbusiness if gross annual receipts, together with all affiliates, are less than \$3,500,000 or, the small business is a manufacturer with 25 or fewer employees.

\* For additional details visit the Department of General Services (DGS) web site at:  
[www.dgs.ca.gov/pd/Programs/OSDS.aspx](http://www.dgs.ca.gov/pd/Programs/OSDS.aspx).

#### 2. What is the SB Preference?

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

b) The effect of the preference is to help SBs/MBs be more competitive in the bid process, thereby enhancing state contract awards directly or indirectly to SB/MB. The preference is only used for computation purposes to determine the winning bidder, the contract is awarded at the actual bid amount.  
<http://www.pd.dgs.ca.gov/smbus/sbpref.htm>

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

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

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

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

b) Computation Method for example 4-a:

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

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

## 5. Documentation

- a) Bidders must provide a printout from the State's SB/DVBE vendor system showing your certification and expiration date from the following web site. [www.Caleprocure.ca.gov](http://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 DPR 85 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, which ever is sooner.

## 6. Verification

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

## 7. To locate SB/MB contractors:

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

## 8. Information

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

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

[www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus)  
Receptionist: (916) 375-4940  
24-hour recording: (916) 322-5060  
FAX: (916) 375-4950  
[OSDCHelp@dgs.ca.gov](mailto:OSDCHelp@dgs.ca.gov)

## SMALL BUSINESS PREFERENCE

Certified Small Businesses (SBs) may receive a 5% preference. Non Certified Small Business (SB) contractors may receive a 5% preference by subcontracting a minimum of 25% of the total monetary amount of their bid to Certified Small Businesses.

See the DPR 478, Small Business Notice for more information about the SB Preference.

### PART I

CONTRACTOR NAME	SB CERT NO.	DATE
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#### IS CONTRACTOR A CALIFORNIA CERTIFIED SMALL BUSINESS?

YES

If Yes, attach Contractor's certification printout from the eProcurement website to this form and stop here.

NO

If No, you still may qualify for the Small Business Preference, complete Part II below.

### PART II

#### COMPLETION INSTRUCTIONS

**COMPANY NAME:** List the names of the subcontractors and suppliers proposed for the 25% Small Business (SB) subcontractor participation.

**CONTRACTING WITH:** Enter the name of the company with which the company listed is contracting.

**NATURE OF WORK:** Identify the proposed work (or materials or equipment) to be provided.

**TIER:** The Bidder may count toward its 25% Small Business participation goal the dollar value of work and supplies to be obtained by its primary subcontractors and suppliers from SB subcontractor firms as second and third level tier subcontractors/suppliers. Using the following codes, indicate the contracting tier for each SB company listed for participation:

0 = Prime or Joint Contractor

1 = Primary Subcontractor or Supplier

2 = Subcontractor/Supplier of Level 1 Subcontractor/Supplier

3 = Subcontractor/Supplier of Level 2 Subcontractor/Supplier

**DOLLAR VALUE:** Enter the dollar amount of the bid to be performed by the listed company's own forces.

**PERCENTAGE OF BID:** Enter the percentage of the total bid amount the dollar value represents.

**PRINTOUT:** In order to claim the 25% Small Business participation credit, a printout from the Office of Small Business and DVBE Services eProcurement website for each SB listed.

COMPANY NAME	CONTRACTING WITH	NATURE OF WORK	TIER	DOLLAR VALUE	% OF BID	PRINT-OUT
SB CERT NUMBER: _____						<input type="checkbox"/>
SB CERT NUMBER: _____						<input type="checkbox"/>
SB CERT NUMBER: _____						<input type="checkbox"/>
SB CERT NUMBER: _____						<input type="checkbox"/>

**Total Small Business Subcontractor Dollar Value**

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**Total Amount of Bid**

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**TOTAL % OF BID FOR ALL SMALL BUSINESS SUBCONTRACTORS**

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## 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/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise](http://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-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 DPR 489. 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) DPR 486, Bidder's DVBE Participation: The DPR 486 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: All disabled veteran owners and disabled veteran managers of the DVBE must complete the form and submit it with the bid package. 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)

<b>Confirmed DVBE Participation of</b>	<b>DVBE Incentive Amount for IFB</b>
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**

<b>Bidder Name</b>	<b>A</b>	<b>B</b>	<b>C</b>
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)
<b>Final Rank:</b>	<b>3</b>	<b>2</b>	<b>1</b>

## **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 DPR 486 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](http://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](http://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](http://www.dgs.ca.gov/PD)  
Receptionist: (916) 375-4940  
24-hour recording: (916) 322-5060  
FAX: (916) 375-4950  
[OSDSHelp@dgs.ca.gov](mailto: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 certified DVBE'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 (DPR 486 AND DGS PD 843) MUST 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. DPR 486 - Part 1**

- All DVBE participation is indicated.
- The names of each participating DVBE company is listed with the dollar value and applied percentage of the bid.
- 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. DPR 486 - Part 2**

- Signed "Bidder's Certification."

**c. DGS PD 843**

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

# BIDDER'S DVBE PARTICIPATION

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

## PART 1 — SUMMARY OF DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION

### COMPLETION INSTRUCTIONS

**COMPANY INFORMATION:** List the information (Company Name, Contact information) of subcontractor(s) and supplier(s) proposed for DVBE. If prime contractor is a DVBE, the name must be listed for participation.

**CONTRACTING WITH:** Show the name of the department or company with which the company listed is contracting.

**NATURE OF WORK:** Identify the proposed work (or materials or equipment) to be provided.

**DVBE CERTIFICATION NO.:** Provide the DVBE Certification Number assigned to company.

**TIER:** Bidder may count toward its participation goal the dollar value of work and supplies to be obtained by its primary subcontractors and suppliers from DVBE firms as second and third level tier subcontractors/suppliers. Contracting tier should be indicated with the following designations:

DVBE company listed for participation.

0 = Prime or Joint Contractor

1 = Primary Subcontractor or Supplier

2 = Subcontractor/Supplier of Level 1 Subcontractor/Supplier

3 = Subcontractor/Supplier of Level 2 Subcontractor/Supplier

**DOLLAR VALUE:** The dollar amount of the bid to be performed by the listed company's own forces.

**PERCENTAGE OF BID:** The percentage of the total bid amount the dollar value represents.

**PRINT OUT:** In order to claim DVBE participation credit, a printout from the eProcurement system showing their supplier ID and the status of their certification must be furnished with the bidder's bid or upon the signing of contract documents. Check mark if a copy of the printout is included.

COMPANY INFORMATION							
1	COMPANY NAME	CONTRACTING WITH		NATURE OF WORK			PRINT-OUT <input type="checkbox"/>
	CONTACT	CONTACT PHONE (      )	DVBE CERTIFICATION NO.	TIER	DOLLAR VALUE	PERCENT OF BID	
2	COMPANY NAME	CONTRACTING WITH		NATURE OF WORK			PRINT-OUT <input type="checkbox"/>
	CONTACT	CONTACT PHONE (      )	DVBE CERTIFICATION NO.	TIER	DOLLAR VALUE	PERCENT OF BID	
3	COMPANY NAME	CONTRACTING WITH		NATURE OF WORK			PRINT-OUT <input type="checkbox"/>
	CONTACT	CONTACT PHONE (      )	DVBE CERTIFICATION NO.	TIER	DOLLAR VALUE	PERCENT OF BID	
4	COMPANY NAME	CONTRACTING WITH		NATURE OF WORK			PRINT-OUT <input type="checkbox"/>
	CONTACT	CONTACT PHONE (      )	DVBE CERTIFICATION NO.	TIER	DOLLAR VALUE	PERCENT OF BID	

### PART 2 — BIDDER'S CERTIFICATION

I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein. In making this certification, I am aware of Section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims against the State and Section 10115.10 of the Public Contract Code making it a crime for intentionally making an untrue statement in this certificate.

BIDDING COMPANY'S NAME

SOLICITATION NUMBER  
C22063000

SIGNATURE

PRINTED NAME

DATE



TITLE (e.g. BUSINESS OWNER/CHIEF EXECUTIVE OFFICER, ETC.)

**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: C22063000 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: \_\_\_\_\_ (Print or Type Name)  
(If more than one firm, list on extra sheets.)

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**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 10/2018)

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

**SAMPLE**

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	
<input checked="" type="checkbox"/> <input type="checkbox"/>		

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at [www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx](http://www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx)

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**  
**(Standard Agreement)**

**SCOPE OF WORK**

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

**SAMPLE**

2. The services shall be performed at:

3. The services shall be provided during:

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

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

## Exhibit A, Attachment 1

### SCOPE OF WORK

1. The Department of Parks and Recreation (DPR) is seeking to award a contract for printing services. The Contractor shall furnish all labor, materials, tools and equipment necessary to perform the reproduction, assembly, binding, shipping and any other related work to print four part carbonless, bank deposit slips for a contract term of three (3) years.
2. Contract may be extended for additional time with mutual agreement between DPR and the Contractor through an amendment. Should the contract be extended for time, all other conditions will remain the same including the contracted service rate(s). Bidders must factor in any potential increase in materials' costs, inflation, etc. on their bid for the entire contract term. The stipulated sums must include all applicable taxes and expense (Exhibit B Attachment 2).
3. Order Quantities:
  - a. Printing orders will be at a minimum of 1,000 bank deposit slip per order and per account number.
  - b. Order quantities will be in increments consistent with the maximum number of bank deposit slips able to be printed in a (50) page wrap around pad as described under Printing Specifications, Exhibit A, Attachment 1 (1) (e) of solicitation (C22063000).
  - c. It is estimated that DPR may order 100,000 bank slips per year. However, be advised, DPR does not guarantee an annual, cumulative, or total purchase amount. Payment will be made based on unit rate.
4. Bank deposit slips are to be compliant with current financial institution industry standards and acceptance with respect to type of ink (i.e. magnetic ink, MICR, etc.) typically used in and as standard for the printing of banking and other related financial institution documents for handling of funds and as applied to account information as it appears on such documents or forms.
5. Logistics:
  - a. Contractor must prepare and ship orders to each ordering location upon completion of each order.
  - b. Shipment service level is to be standard or regular service. Expedited or other specialized or upgraded delivery service will be at the Contractor's expense unless requested by an authorized DPR representative and in a documentable manner (e.g. email or written format) to include the name,

title, phone number and e-mail of the DPR authorizing representative and order number for that shipment.

- c. Rural delivery destinations are prominent.
- d. If a shipment is lost, stolen or damaged:
  - i. The Contractor must contact the DPR representative associated to that order immediately to advise of the circumstances.
  - ii. The Contractor will expedite the printing and shipment of a replacement order beginning with the next consecutive bank deposit slip number after the highest bank deposit slip number of the lost, stolen, or damaged order with "no" additional cost to DPR for the replacement order of the same quantity.
  - iii. Damaged shipments must be destroyed upon return from the shipping company and at no additional cost to DPR.
  - iv. Should a lost, stolen, or damaged shipment be returned to the Contractor, that shipment must be properly destroyed and at no additional cost to DPR.
- e. Multiple locations, multiple and unique account information, and financial institutions are involved. Orders will be requested by each account location on an as needed basis.

6. Printing Specifications:

- a. Deposit slip size: 8-5/8" x 3-1/2"
- b. Booked Form:
  - i. Type: wrap around
  - ii. Page Count: (50) page pad
  - iii. Backing: chip board backer
- c. Binding shall be at the short side, with perforations so the copies may be torn apart.
- d. (4) part carbonless paper
- e. Paper stock shall be:
  - i. For top and 2<sup>nd</sup> parts: 25# bond
  - ii. For 3<sup>rd</sup> and 4<sup>th</sup> parts: 15# bond
- f. All print shall be black ink
- g. Each of the (4) parts must be preprinted with the following copy prompts:
  - i. Top part: "ORIG: TO LOCAL BANK"
  - ii. 2<sup>ND</sup> part: "DUP: TO LOCAL BANK"
  - iii. 3<sup>RD</sup> part: "TO DPR HEADQUARTERS"
  - iv. 4<sup>th</sup> part: "TO PARK UNIT"

- h. Each of the (4) parts must be of the following designated paper color:
  - i. Top part: white
  - ii. 2<sup>nd</sup> part: yellow
  - iii. 3<sup>rd</sup> part: pink
  - iv. 4<sup>th</sup> part: blue
- i. Each deposit slip will have the agency's name, location code and park names preprinted on the slip. DPR will provide Contractor with the data for individual deposit slips via photocopy or scanning of the STD 67 State form (Sample-1) for ordering printing services, plus an individual sample.
- j. Font shall be in Arial, point six and adjusted to fit deposit slip
- k. Each order will contain identical basic text (e.g. bank name and address, bank account and routing numbers, DPR park information, date field, signature line, deposit entry fields, slip number, etc.)
- l. Each bank deposit slip numbering series will vary per bank account and must be printed with a check number with sequentially increasing, continuous, and consecutive numerical order. Check numbers may not be duplicated.
- m. DPR uses these deposit slips at separate banks. Each order will vary by ordering location, bank, bank address, and banking routing and account numbers. Each bank deposit slip must be preprinted with each address, routing and account number will be preprinted on each deposit slip (Sample-2)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES  
PUBLISHING ORDER

STD. 67 (REV 11/2017)

1. MASS MAIL SERVICES REQUIRED		2. MATERIAL DUE MASS MAIL		10. DATE WANTED	11. AGENCY REQUISITION NUMBER		13. OSP JOB NUMBER	
3. AGENCY NAME	4. IMS CODE	14. COST QUOTE	15. ESTIMATE NUMBER	16. QUOTED BY	17. AMOUNT ENCUMBERED	18. CHAPTER	19. STATUTE	20. FY
5. PERSON ISSUING ORDER	6. TELEPHONE NUMBER	7. DATE TYPED	21. LINE ITEM CODE/CALSTARS CODE	22. COMPOSING NEEDED	23. PROOF REQUIRED	24. LAST JOB NUMBER <small>(Attach 2 copies of latest printed material)</small>		
8. SHIPPING ADDRESS (FOR MASS MAIL RESIDUE, SEE BOXES 61 AND 63)			25. INQ. TO / PROOFER	26. TELEPHONE NUMBER	27. FAX NUMBER	28. MAIL ADDRESS		
9. SPECIAL SHIPPING INSTRUCTIONS			29. QUANTITY	30. No. OF ORIGINALS	31. CONTAINS PAID ADVERTISING	32. PRINT:	ONE SIDE	HEAD/HEAD
<input type="checkbox"/> DRIVER <input type="checkbox"/> CALL <input type="checkbox"/> PICKUP <input type="checkbox"/> SEE ATTACHMENT <input type="checkbox"/> RETURN ORIGINALS TO:			<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> TWO SIDES	<input type="checkbox"/> HEAD/FOOT
FORMS			33. <input type="checkbox"/> UNIT SET <input type="checkbox"/> CONTINUOUS	34. SIZE (Width first)	PUBLICATIONS			
35. FORMS PROCESSED BY:			36. BIND/TAB SIZE & LOCATION	37. No. OF PARTS	47. TEXT PAPER / INK	48. COVER PAPER / INK	ADDRESSING/MASS MAIL SERVICES	
<input type="checkbox"/> TYPEWRITER <input type="checkbox"/> AUTOMATED					49. BINDING <input type="checkbox"/> PERFECT BIND <input type="checkbox"/> LOOSE LEAF <input type="checkbox"/> PASTED SPINE <input type="checkbox"/> COMB BIND <input type="checkbox"/> SLIPSHEET <input type="checkbox"/> TAPE <small>SIDE STITCH (Indicate 1 or 2 stitch)</small> <input type="checkbox"/> 1 STITCH <input type="checkbox"/> 2 STITCH		<small>Furnish mail list updates at least five working days before mass mailing date. If mail services are used, a completed DGS OSP 104 mail questionnaire must be submitted with this STD 67 Publishing Order.</small> <input type="checkbox"/> 55. LDA (See back) (Also see Box 29) 56. TITLE OF MATERIAL 57. MUST MAIL BY DATE 58. CLASS OF MAIL 59. MAILING LIST NAME/NUMBER <input type="checkbox"/> CUSTOMER SUPPLIED <input type="checkbox"/> FTP <input type="checkbox"/> DISK <input type="checkbox"/> E-MAIL 60. TYPE OF LABEL <input type="checkbox"/> No. 10s <input type="checkbox"/> P/S LABELS <input type="checkbox"/> No. 95s <input type="checkbox"/> 4-UP LABELS <input type="checkbox"/> CARDS <input type="checkbox"/> ON MATERIAL 61. RESIDUE <input type="checkbox"/> WILL CALL <input type="checkbox"/> UPS <input type="checkbox"/> REGULAR MAIL <input type="checkbox"/> DELIVER <input type="checkbox"/> IMS <input type="checkbox"/> RECYCLE 62. RELEASED BY MASS MAIL <small>RELEASE DATE</small> 63. RESIDUE DELIVERY ADDRESS	
38. PLY	STOCK	WT	COLOR	INK	39. <input type="checkbox"/> LASER PRINTER <input type="checkbox"/> COMPATIBLE INK	52. IF JOB REQUIRES FOLDING, SUPPLY FOLDED SAMPLE		
1					50. PERFORATE - Include Sample	No. OF FOLDS	SIZE AFTER FOLD	
2					51. PUNCH	No. OF HOLES	53. PACKAGE	
3					PUNCH POSITION		<input type="checkbox"/> TIE <input type="checkbox"/> SHRINK WRAP <input type="checkbox"/> BAND <input type="checkbox"/> UNITS PER PKG.	
4					PUNCH CENTER TO CENTER		54. SHIP	
5					<input type="checkbox"/> L <input type="checkbox"/> R <input type="checkbox"/> T <input type="checkbox"/> B		<input type="checkbox"/> CARTON <input type="checkbox"/> PALLET	
6					<input type="checkbox"/> OTHER		<input type="checkbox"/> OTHER	
7								
42. FASTEN CRIMP <input type="checkbox"/> L <input type="checkbox"/> R			GLUE <input type="checkbox"/> L <input type="checkbox"/> R	PARTS <input type="checkbox"/> ALL, OR	Union Label. Indicate where union label is to be placed on product.			
43. NUMBER - Beginning			Ending	44. MISSING NUMBER OK?	If this is a legal deadline, provide Legislation Code _____ <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Must be printed at OSP			
65. JOB TITLE / SPECIAL INSTRUCTIONS (Title, Form No. & Revision Date or Revision No.)								
<input type="checkbox"/> Specification Sheet Attached <small>In the event of any material breach, failure, error or default by the Office of State Publishing (OSP), the customer's remedies shall be limited to the return of finished goods and the repayment of any sums paid to OSP by the customer for such finished goods or, in the alternative, replacement for such finished goods; provided, however, that OSP's maximum liability shall not exceed the amount of any sums paid to OSP by the customer. In no event shall the customer be entitled to recover any consequential or incidental damages of any type, including but not limited to lost revenues, allegedly caused in whole or in part by any delay, failure or nonperformance of, or breach or default by OSP. The only exceptions are requirements in statute, law or contractual agreements.</small>								
66. PERSON AUTHORIZING EXPENDITURE								
67. APPROVED BY _____								
<input type="checkbox"/> 64. See Attached for Additional Mailing Instructions								

Sample 1

Exhibit A, Attachment 2

SAMPLES

Printing Bank Deposit Slips  
IFB C22063000  
Page 2 of 4

## Sample 2

STRATEGIC PLANNING AND RECREAT		336	
PARK NAME PARK PASS SALES OFFICE		ROC #.	
BANK OF AMERICA, N.A. GOVERNMENT SERVICES 1436 555 CAPITOL MALL, SUITE 1555 SACRAMENTO, CA 95814  FOR CREDIT TO THE STATE TREASURER'S BANK ACCOUNT		FOR AGENCY USE	
		BAG NUMBER	
		CURRENCY ONLY	\$ 00
		COIN ONLY	\$ 00
		ADJ., WIRES, MISC.	\$ 00
		CHECKS	\$ 00
ITEM COUNT	\$ 00		
SIGNATURE	DATE DEPOSITED	KEYED BY	TOTAL DEPOSIT

ORIG: TO LOCAL BANK DUP: TO LOCAL BANK  
TRIP: TO DPR HEADQUARTERS QUAD: TO PARK UNIT  
N37322-1

DISTRICT NAME <b>STRATEGIC PLANNING AND RECREAT</b>		PARK UNIT # <b>336</b>	 <b>PARK UNIT DEPOSIT SLIP</b> <b>9336001114</b>		
PARK NAME <b>PARK PASS SALES OFFICE</b>		POC # <b>8</b>			
BANK OF AMERICA, N.A. GOVERNMENT SERVICES 1436 555 CAPITOL MALL, SUITE 1555 SACRAMENTO, CA 95814  FOR CREDIT TO THE STATE TREASURER'S BANK ACCOUNT		<b>FOR AGENCY USE</b>	BAG NUMBER		
			CURRENCY ONLY	\$	00
			COIN ONLY	\$	
			ADJ. WIRES, MISC.	\$	
			CHECKS	\$	
			ITEM COUNT	\$	
TOTAL DEPOSIT		\$			
SIGNATURE	DATE DEPOSITED	KEYED BY			

Printing Bank Deposit Slips  
 IFB C22063000  
 Page 3 of 4

Sample 2

STRATEGIC PLANNING AND RECREAT		336	PARK UNIT DEPOSIT SLIP	
PARK NAME PARK PASS SALES OFFICE		ROC #	9336001114	
BANK OF AMERICA, N.A. GOVERNMENT SERVICES 1436 555 CAPITOL MALL, SUITE 1555 SACRAMENTO, CA 95814  FOR CREDIT TO THE STATE TREASURER'S BANK ACCOUNT		FOR AGENCY USE  KEYED BY	BAG NUMBER	
			CURRENCY ONLY	
			COIN ONLY	
			ADJ. WIRES, MISC.	
			CHECKS	
			ITEM COUNT	\$ 00
TOTAL DEPOSIT		\$ 00		
SIGNATURE	DATE DEPOSITED			

ORG: TO LOCAL BANK DUP: TO LOCAL BANK  
 TRIP: TO DPR HEADQUARTERS QUAD: TO PARK UNIT  
 N37322-1

DISTRICT NAME STRATEGIC PLANNING AND RECREAT		PARK UNIT # 336	PARK UNIT DEPOSIT SLIP	
PARK NAME PARK PASS SALES OFFICE		ROC #	9336001114	
BANK OF AMERICA, N.A. GOVERNMENT SERVICES 1436 555 CAPITOL MALL, SUITE 1555 SACRAMENTO, CA 95814  FOR CREDIT TO THE STATE TREASURER'S BANK ACCOUNT		FOR AGENCY USE  KEYED BY	BAG NUMBER	
			CURRENCY ONLY	
			COIN ONLY	
			ADJ. WIRES, MISC.	
			CHECKS	
			ITEM COUNT	\$ 00
TOTAL DEPOSIT		\$ 00		
SIGNATURE	DATE DEPOSITED			

ORG: TO LOCAL BANK DUP: TO LOCAL BANK  
 TRIP: TO DPR HEADQUARTERS QUAD: TO PARK UNIT  
 N37322-1

9336001114 05100008590 1436780917

Sample 2

Order # N97522-C

RECEIVED  
RECORDED  
FILED  
APR 12 1997  
SACRAMENTO, CA  
FBI - SACRAMENTO

DISTRICT NAME <b>HEADQUARTERS - 369</b>		PARK UNIT #		
PARK NAME <b>COACHELLA VALLEY MTN. CONS.</b>		ROC #.		
<b>PARK UNIT DEPOSIT SLIP</b>				
<b>2369 000019</b>				
<b>BANK OF AMERICA, N.A. GOVERNMENT SERVICES 1436 555 CAPITOL MALL, SUITE 1555 SACRAMENTO, CA 95814</b>		<b>FOR AGENCY USE</b>	<b>BAG NUMBER</b>	
<b>FOR CREDIT TO THE STATE TREASURER'S BANK ACCOUNT</b>			<b>CURRENCY ONLY</b>	<b>\$</b>
		<b>COIN ONLY</b>	<b>\$</b>	<b>—</b>
		<b>ADJ., WIRES, MISC.</b>	<b>\$</b>	<b>—</b>
		<b>CHECKS</b>	<b>\$</b>	<b>—</b>
		<b>ITEM COUNT</b>	<b>\$</b>	<b>—</b>
<b>SIGNATURE</b>		<b>DATE DEPOSITED</b>	<b>KEYED BY</b>	<b>TOTAL DEPOSIT</b>
<b>2369000019 1540930216 0148280005</b>				

## **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.

**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.

## Exhibit B, Attachment 1

### SERVICE CONTRACTS BID FORM

#### DEPARTMENT OF PARKS AND RECREATION

DATE
UNIT
Accounting Services
PROJECT
Printing Bank Deposit Slips
BID OPENING
January 20, 2023
CONTRACT NUMBER
C22063000

The undersigned hereby proposes to furnish services, materials, or equipment, or to perform all work required in accordance with the bid documents for the foregoing titled project, and such addenda thereto as may be issued prior to bid opening date.

#### Nondiscrimination Compliance Statement

The prospective contractor's signature affixed hereon and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the bidder has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations Section 8103.

#### Disabled Veteran Business Enterprise Participation

In accordance with Public Contract Code Section 10115, the Department of Parks and Recreation has established criteria to implement the disabled veteran business enterprise (DVBE) program goal which bidder must meet; provided, however, the DVBE participation requirement is included herein and made part of the bid documents. (See DVBE Notice included in solicitation for details.)

#### Small Business Preference

A five percent preference will be granted to any bidder currently certified by the Department of General Services as a California Small Business. (See Small Business Notice included in solicitation for details.)

FIRM NAME		PHONE NO.	FAX NO.
ADDRESS		CITY/STATE/ZIP CODE	
LICENSE CLASSIFICATION	FEDERAL EMPLOYER ID NO.	ARE YOU CLAIMING PREFERENCE AS A SMALL BUSINESS?	
		<input type="checkbox"/> Yes. Small Business Certification No. _____ <input type="checkbox"/> No	
STATUS OF BUSINESS (check appropriate box.)			
<input type="checkbox"/> Individual.			
<input type="checkbox"/> Corporation. State in which incorporated: _____			
<input type="checkbox"/> Partnership. Full names of partners: _____			
The undersigned is duly authorized to submit this bid on behalf of the company. BIDDER'S SIGNATURE (Signature)			DATE
BIDDER'S PRINTED NAME		TITLE	

**THE STATE RESERVES THE RIGHT TO WAIVE ANY IRREGULARITY IN ANY BID OR TO REJECT ANY OR ALL BIDS.**

**Exhibit B, Attachment 2****COST WORKSHEET –**

Award will be based on the lowest Printing Service (M) rate. In the event of a tie, the lowest rate for Printing Service (x) will serve as the tie breaker. In the event of a tie with both printing service rates, the lowest shipping rate will serve as the tie breaker. In the event of a tie with all evaluation criteria, those bidder's names will be place into a blind drawing and selected at random.

It is estimated DPR will order 100,000 bank deposits slips per year. However, please be advised, DPR does not guarantee any annual, cumulative, or total purchase for this solicitation or contract.

The bidder hereby proposes the following services at the unit price and will invoice for services provided according to the rates that fall within the service year. Bidders must factor in any potential increase in materials' costs, inflation, etc. on their bid for the entire contract term. The stipulated sums must include all applicable taxes and expenses.

---

**Please print clearly, illegible information will cause the bid to be considered non-responsive.**

---

**Service Rates:**

- a. Minimum Printing Service (M)**  
**(For minimum order quantity orders)**
  
- b. Excess Printing Service (X)**  
**(For incremental order amounts over the minimum order quantity)**
  
- c. Estimated Standard/Regular Shipping (S)**  
**(It is understood shipping costs will vary by actual order quantities and if other shipping service options have authorized by DPR for specific orders.)**

Services	2/1/2023 - 1/31/2024	2/1/2024 - 1/31/2025	2/1/2025 - 1/31/2026
Item A			
Item B			
Item C			
Total Order Cost			

**Cost of orders will be calculated as:**

**Printing Service (M) + Printing Service (X) + Shipping (S) = Total Order Cost**

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Authorized Bidder Name and Company Name:

Date: \_\_\_\_\_

(Signature)

Authorized Bidder Name & Title (Print Name and Title):

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## EXHIBIT D — SERVICES (Standard Agreement)

### 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.

##### 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.

**EXHIBIT D — SERVICES  
(Standard Agreement)**

Contractor's Name:  
Agreement Number: C22063000

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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.

**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)**

Contractor's Name:  
Agreement Number: C22063000

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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.

## DARFUR CONTRACTING ACT CERTIFICATION

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

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

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

### **OPTION #1 - CERTIFICATION**

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

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

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

### **OPTION #2 - WRITTEN PERMISSION FROM DGS**

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

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

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

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

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

# Contractor Certification Clauses

CCC 04/2017

## CERTIFICATION

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

Contractor/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

## CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

1) the dangers of drug abuse in the workplace;

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

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

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

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

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

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

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

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

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

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the 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.

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

**6. SWEATFREE CODE OF CONDUCT:**

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

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

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

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

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

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

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

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

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

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

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

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

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

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

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA**:

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

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

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

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

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

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