

CALIFORNIA STATE PARKS



Request for Proposals

for

Avian Predator Services

Contract Number: C26554003

September 2026

**State of California - The Resources Agency
Department of Parks and Recreation
Oceano Dunes District**



**REQUEST FOR PROPOSAL
Secondary Method (High-Score)
Notice to Prospective Proposers**

September 4, 2026

You are invited to review and respond to this Request for Proposal (RFP), entitled Oceano Dunes SVRA Avian Predator Services, C26554003. In submitting your proposal, you must comply with these instructions.

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.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx> . If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of the Department of Parks and Recreation, this RFP is complete and without need of explanation. Questions regarding the RFP must be submitted in writing via e-mail to:

Ca. Department of Parks and Recreation
340 James Way, Suite 270
Pismo Beach, Ca. 93449

or via e-mail to: **od.billing@parks.ca.gov**

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

The deadline for project questions is **Monday, September 21, 2026, at 2:00pm**

The deadline for proposal submission is **Wednesday, September 30, 2026, at 2:00pm**

**California Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION**

**Oceano Dunes District
San Luis Obispo County, CA**

**Avian Predator Services
C26554003**

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

Oceano Dunes District
Avian Predator Services
C26554003

Key Action Dates

Event	Date	Time
RFP release to Bidders	9/4/2026	
Question Submittal Deadline	9/21/2026	2:00 PM
Answers to Questions	9/23/2026	
Proposal Submission Deadline	9/30/2026	2:00 PM
Proposal Intent to Award	10/7/2026	
Proposal Award	10/14/2026	

SMALL BUSINESS PREFERENCE AND TACPA NOTICES

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

5% SMALL BUSINESS PREFERENCE PROGRAM

What is a California Certified Small Business (SB)?

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

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

What is the Small Business Preference?

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

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

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

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

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

b) Computation Method for example 4-a:

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

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

2. Documentation

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

3. Verification

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

4. To locate SB/MB contractors:

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

5. Information

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

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

www.dgs.ca.gov/PD/Contact
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 Request for Proposal (RFP), Secondary Method (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 participation and/or 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.**
- c. **Reporting Requirement, pursuant to Military & Veteran Code (MVC) 999.5 (d);** 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
- d. Contractor is required to report to DPR the actual amounts spent with each DVBE subcontractor on STD. 817. If awarded the contract you will receive this form at the completion of the contract. Failure to submit a completed STD. 817, as applicable, will deem the contractor non-compliant to the state contract and will be subject to civil penalty under MVC 999.5 (d).

5. Who is eligible to receive the incentive?

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

6. 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 declared dollar amount and percentage of bid for DVBE participation then the percentage shall prevail.
 - 2) DGS PD 843, Bidder 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 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.

7. 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 High Score Method, incentive points are included in the sum of non-cost points. Incentive points cannot be used to achieve any applicable minimum point requirements. 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 – RFP Secondary (High Score) Method

Confirmed DVBE Participation of	DVBE Incentive Amount for RFP Secondary Method
5% or more	5% of total possible points
4% - 4.99%	4% of total possible points
3% - 3.99%	3% of total possible points
2% - 2.99%	2% of total possible points
.01% - 1.99%	1% of total possible points

8. Computation Method

Secondary/High Score Method

Proposer Name	A	B	C
DVBE Participation for certified DVBE Prime or Subcontractors	0%	4.5%	8%
Responsive and Responsible	Yes	Yes	Yes
Technical Proposal (70 points maximum)	60	55	68
Cost Proposal (30 points maximum)	30	29	26
Total Possible Points aka high Score (100 max) Technical Proposal Pts. + Cost Proposal Pts.)	90	84 (55 + 29)	94 (68 + 26)
DVBE Incentive (from Table A)	n/a	4%	5%
Incentive Amount (Proposer's DVBE Incentive x total possible points)	n/a	4 (4% x 100)	5 (5% x 100)
Adjusted Score (Proposer's Score + Proposer's Incentive Amount)	90	88 (84 + 4)	99 (94 + 5)
Rank:	2	3	1

9. Substitution of Proposed DVBE

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

10. 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>
- 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 DVBE contractors. For more information, please contact OSDS to find out more:

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

www.dgs.ca.gov/PD
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 by law, 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** (GSPD 05-105 AND DGS PD 843) WILL RESULT IN DISQUALIFICATION FROM FURTHER PARTICIPATION IN THE SELECTION PROCESS FOR THE CONTRACT.
4. The following checklist is provided to assist bidders with their DVBE participation documentation:

a. GSPD 05-105, Bidder Declaration

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

b. DGS PD 843, DVBE Declaration

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

EXHIBIT A – ATTACHMENT I

I. PURPOSE AND DESCRIPTION OF SERVICES

A. PURPOSE

1. The Department of Parks and Recreation (DPR) requires a firm to provide an Avian Predator Specialist that is qualified to trap and relocate problem avian predators for the management of Western Snowy Plover (WSP) and California Least Tern (CLT) at Oceana Dunes State Vehicular Recreation Area (ODSVRA).
2. All work will be conducted at ODSVRA in San Luis Obispo County, California. All work will support the ongoing management of WSP and CLT at ODSVRA during the 2027, 2028, and 2029 breeding seasons (approximately, March 20 to September 10).

B. BACKGROUND

1. ODSVRA has been monitoring WSP and CLT for over 30 years and predator management is an important component of the current monitoring program. ODSVRA is seeking a qualified Contractor to monitor avian predator activity, evaluate the threat of avian predators to nesting WSP and CLT, and determine which individual avian predators pose an unacceptable threat to the nesting success of WSP and CLT at ODSVRA. For all species deemed a threat to breeding WSP and CLT, contractor shall live trap, band, and relocate a sufficient distance away to lessen the chance they will return to the site.
2. Contractor shall work closely with ODSVRA staff, the United States Department of Agriculture Wildlife Services (USDA) contractors, and other ODSVRA contractors,
 - a. Coordinating and communicating all work activities,
 - b. Attend meetings regularly, at least once per month,
 - c. Assist with training of avian predator identification and biology, and,
 - d. Prepare daily field notes and a year-end summary report.
3. The project is being developed with State funds and is performed in consultation with United States Fish and Wildlife Service (USFWS) and the California Department of Fish and Wildlife (DFW). The project assists ODSVRA's objective of protecting and preserving the natural resources while providing high quality recreational opportunities for the citizens of the State of California.

C. PROJECT OBJECTIVES

1. Contractor shall trap and relocate any problem or potentially problem avian predators during the WSP and CLT breeding and nesting season at ODSVRA. Such predators may include but are not limited to: Northern harrier, peregrine falcon, merlin, American kestrel, loggerhead shrike, red-tailed hawk, great horned owl, and barn owl.

2. The primary nesting area at ODSVRA is approximately 400 acres, however the contractor will be responsible for monitoring predator activity and trapping in the approximately 5,000 acres managed by the State. In addition, and on a limited basis, the contractor may need to track avian problem predators and their nesting locations when trapping is not possible on-site. Work off-site may involve surveillance, tracking and trapping of problem predators in the immediate vicinity of ODSVRA as needed for project success.
3. As necessary, and in close coordination with USDA personnel, contractor shall assist in tracking and identifying predators for lethal removal including, but not limited to, gull species, crows, or ravens. Contractor is not responsible for the actual lethal removal of predators.
4. Contractor shall coordinate with state and federal governmental entities, as necessary, for the removal and monitoring of predators.
5. Contractor shall expect to be available for work during WSP and CLT breeding season (from approximately March 20 to September 10) for field work and reporting of notes, although the actual length of field time necessary for the project may vary. Contractor shall allow additional time to submit, review, and complete final summary report.
6. Contractor shall be available on holidays and weekends and shall be on call during all daylight hours and seven days a week, as necessary, during WSP and CLT season to remove specific problem animals.
7. Contractor shall have a flexible schedule to be available daily, as necessary, and as directed by ODSVRA Senior Environmental Scientist and/or project lead staff.
8. Contractor shall perform night surveys, as necessary or approximately one night per month during WSP and CLT season or as needed to monitor predator activity or to trap nocturnal avian predators.
9. Contractor shall monitor avian predator movements within the site and shall expect to spend at least 30 hours per week monitoring avian predators at the site, including gulls within the nesting habitat.
10. Contractor shall assist in monitoring and tracking predator activity by recording and reporting all predator sightings or sign to ODSVRA project lead staff. Observations shall be detailed with information collected. Sightings shall include species identification, sex of species, life stage, plumage characteristics, date, time, duration of sighting, behavior, location, path of travel, and if hazed and method used.
11. Contractor shall assist with hazing of predators by using a whistler gun device or other appropriate hazing methods.
12. Contractor shall coordinate all work with ODSVRA lead staff and shall work as an integral part of the project team, including communicating predator sightings in the moment to other staff in the field. Zello phone application shall be downloaded on contractor smart phone as it is necessary in the field for two-way communication.
13. Contractor shall coordinate monitoring activities and the timing of trapping/removal of all

predators with the ODSVRA Senior Environmental Scientist and WSP/CLT program field lead(s). Contractor shall communicate on a daily basis and prior to working near or within the nesting area or closed area, either by phone, Zello, or email, with ODSVRA scientists as necessary regarding surveys, monitoring efforts, and trapping strategies. Weather conditions, recreational activities, and the location of nests and broods make entry into the nesting area at times infeasible. Close coordination and communication with ODSVRA staff are critical to conduct the predator management activities with the least possible disturbance to nesting birds/broods.

14. Contractor shall attend ODSVRA staff meetings.
15. Contractor shall provide additional experienced staff field support, as necessary or as directed by the Senior Environmental Scientist, to ensure predators are trapped in a timely manner.
16. The contractor shall assist with training at the beginning of each season by providing educational or interpretive programs to the ODSVRA staff to assist with avian predator identification, biology, and behavior. As necessary, contractor shall also provide training to ODSVRA field staff throughout the breeding season.
17. Where practical, contractor shall assess the health and track all relocated animals to determine survival after relocation.
18. Contractor shall band all relocated birds, including alpha numeric bands for peregrine falcons and larger bird species as necessary.
19. Contractor(s) shall furnish all required tools, lure animals, traps, materials, smart phone and applications, labor, incidentals, and transportation to the nesting area. and is strongly advised to have a high clearance 4-wheel drive vehicle for this purpose.
20. Contractor shall be available to receive notice of an emergency within one hour and prepared to trap problem predators within 24 hours of notice from ODSVRA project lead staff.

D. PROJECT DELIVERABLES

Record Keeping and Reporting

1. Contractor shall keep records of all monitoring activities and data and shall provide detailed field notes to the field lead(s) on a regular basis.
2. A summary of data, general observations, and work activities shall be provided at least weekly by email.
3. More detailed data shall be entered in a format as specified by ODSVRA lead staff for the data to be incorporated into a larger Access database. All detailed data shall be provided at least monthly and no later than 15 September each calendar year.
4. Details of locations, dates, and time for all trapping efforts shall be reported and locations of traps and caught predators shall be mapped with coordinates provided to lead staff. All trapping details shall be provided no later than 15 September each calendar year.

5. A yearly summary of all information collected, and results shall be submitted for each nesting season in an end of season report by the Contractor. The report will be reviewed by ODSVRA and the Contractor shall allow time for editing and revisions based on feedback from ODSVRA. A draft of the report shall be submitted no later than October 15th each year (2027, 2028, 2029) and a final report shall be provided no later than October 31st each calendar year. This report may be attached to ODSVRA yearly documents.

E. CHANGES IN PERSONNEL

1. Contractor's key personnel as indicated in Contractor's response to the RFP may not be substituted without the written consent of the ODSVRA Project Manager. In the event, the Contractor wishes to change personnel, Contractor shall provide a resume or Curriculum Vitae to demonstrate that the new personnel possess the minimum qualifications identified in this RFP.
2. Contractor shall allow a minimum of 60 days for the State to review and approve changes in personnel.

F. DATA OWNERSHIP AND RIGHTS

1. Due to the Sensitive nature of this project the Contractor shall not speak with the news media, non-profit organizations, or outside agencies concerning his/her activities at ODSVRA unless prior approval is given by the Deputy Director of the Off Highway Motor Vehicle Recreation (OHMVR) Division. In addition, any electronic and written materials developed during and/or pursuant to this agreement by Contractor, including all data, plans, drawings, reports, manuals, field notes and other written graphic work, along with all related copyrights and other proprietary rights therein, as may now exist and/or which hereafter come into existence, shall belong to the State of California 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.
2. Contractor shall have no rights to use, publish, copy, distribute, sell, display or otherwise disclose any materials developed pursuant to this agreement, other than to State as called for herein. Further, 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.
3. Contractor agrees not to incorporate into or make the materials produced dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (i) obtaining State's prior written permission, and (ii) 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 perform, publicly and privately display and distribute, for any purpose whatsoever, any such prior works.

G. TRAVEL EXPENSES

1. Contractor shall estimate travel costs associated with the proposed project. It is

understood and agreed that State will pay only for travel rendered as authorized by the ODSVRA Project Manager.

2. Travel expenses and per diem related to the services provided under this agreement may not exceed rates paid to the State's non-represented/excluded employees. These rates are posted at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>
3. All travel costs are subject to approval by the ODSVRA Project Manager and must be supported by a travel expense voucher showing purpose, location, dates, time of travel, rates claimed, mileage logs, and any other applicable receipts.
4. Cost proposal must include a separate line item for travel costs associated with predator management and required meetings. Actual costs may vary based on number of trips required, travel distance, and actual document costs incurred during the travel.
5. Rental vehicle reimbursements will only be allowed for the actual days used on the project and reimbursed at the allowable State rates.
6. Leased vehicles may be reimbursed as a personal vehicle for mileage only. The State will not be responsible for reimbursing lease fees.
7. All travel expenses under section this section must be directly applicable to time periods specifically designated to the project. A travel log must be provided showing project dates and corresponding travel expenditures for each invoice. *See Sample Travel Log and Rate Information on the following pages.*

II. MINIMUM QUALIFICATIONS FOR PROPOSERS

- A. Furnish evidence that the personnel that will be assigned to this project are currently listed on the following permits or furnish evidence of substantial progress towards obtaining the following permits for personnel that will be assigned to this project for work in San Luis Obispo, California:
 - 1. USFWS (Migratory Bird Treaty Office) federal depredation permit.
 - 2. California state Memorandum of Understanding (MOU) for relocation of species that are depredating other threatened and endangered species.
 - a. Scientific collecting permit for each person on the project that refers to the MOU.
 - 3. United States Geological Survey (USGS) Bird Banding Laboratory federal marking and banding permit for relocated species.
- B. Be advised proposals will be accepted from firms that show substantial progress towards obtaining required permits. However, the contractor shall be required to have all permits in good standing and have all personnel assigned to the project listed on those permits prior to **March 1, 2027**.
- C. Contractor shall have a minimum of three (3) years of independent experience monitoring, identifying, trapping, banding, and relocating raptors and other avian predators for the purpose of managing a threatened or endangered species.
 - 1. Contractor shall have specific experience working with the following: northern harrier, peregrine falcon, loggerhead shrike, American kestrel, merlin, great horned owl, barn owl, gull species, corvid species such as raven and crow, red-tailed hawk, Cooper's hawk, and sharp-shinned hawk.
- D. Contractor shall have a minimum of one (1) year of independent predator management experience for the purpose of protecting the WSP and CLT.
- E. Contractor shall have three (3) years' experience preparing detailed biological reports.
- F. Contractor shall have experience and be proficient in the use and techniques of all the following trapping devices: bal-chatri, noose jackets, mist nets, dho-gazza, bownets, Swedish goshawk, and noose carpets.
- G. Contractor(s) shall have transportation to the nesting area and is strongly advised to have a high clearance 4-wheel drive vehicle for this purpose.
- H. Contractor shall be available to respond to emergency situations within one hour, and on call 24 hours a day and seven days a week and prepared to trap problem predators within 24 hours of notice from ODSVRA project lead staff.
- I. Contractor shall have experience working on a project in a team atmosphere of field monitoring staff and other consultants.

- J. Contractor shall have experience working with state governmental entities and familiar with the predator removal permit requirements.
- K. Names, titles, addresses, and contact phone numbers for a minimum of three (3) firms that can attest to the skills and abilities of the proposing entity to conduct the work identified in this RFP. At least two (2) References will be contacted, and their responses will be considered in determining if firms and individuals meet the Minimum Qualifications in this RFP.

III. PROPOSAL REQUIREMENTS AND INFORMATION

RFP Issuing Office:

- A. This Request for Proposal (RFP) is issued by the California Department of Parks and Recreation (DPR), Oceano Dunes District (ODD). This office is the sole point of contact in the State for the purpose of discussion regarding this RFP. Proposers may obtain a copy of this RFP and addendums, if any, by downloading it from the Department of General Services' (DGS) website at <https://caleprocure.ca.gov/pages/Events-BS3/event/search.aspx>.
- B. All notices, clarifications and addenda to this RFP shall be posted on the above DGS website. It is the Proposing firms' responsibility to monitor this website for all information regarding this RFP; DPR is not responsible for sending individual notification of changes or updates. It is the sole responsibility of the Proposing firms to remain apprised of changes to this RFP.
- C. Any discrepancies, omissions, ambiguities, or conflicts in or among the contract documents, or doubts regarding meaning must be brought to the State's attention no later than **seven days prior to the submittal due date**.
- D. All interpretations and clarifications will be issued in the form of written addenda. All addenda become part of the contract documents. Any oral representations issued will be of no force or effect.

IV. WORK PLAN AND SCHEDULE

- A. The proposer shall develop a work plan and schedule for task completion.
- B. Identify each task and/or specific milestones to be accomplished to implement and fulfill the project.
- C. Discuss each of the activities you will conduct to achieve the scope and objectives as defined and identified in Section A including the following:
 - a. Description of methods to ensure personnel will be available holidays and weekends, on call 24 hours a day and seven days a week, receive notice of an emergency within one hour and prepared to trap problem predators onsite within 24 hours of notice from ODSVRA project lead staff.
 - b. Description of methods to ensure personnel will have sufficient equipment and transportation necessary for field work at ODSVRA.
 - c. Describe work plan and ability of contractor to be available for tracking predator activity, assisting in the lethal removal of predators, night surveys, and other tasks described in **Purpose and Description of Services** section of this RFP.
 - d. Describe staff levels, schedules, and primary responsibilities of on-site staff.

V. PROJECT PERSONNEL

A. Proposer's Experience

1. Document the predator management experience of all personnel that will be assigned to this project including a description of the following:
 - a. Trapping of avian predators. Include the number of years' experience independently trapping, banding, and relocating raptors and other avian predators, list predator species that were targeted, types of trapping devices and techniques, and site details.
 - b. Monitoring avian predators. Include the number of years' experience independently monitoring and identifying raptors and other avian predators for the purpose of managing a threatened or endangered species and include which predator species were monitored.
 - c. WSP and CLT predator management. Include the number of years' experience of independently managing avian predators for the purpose of protecting WSP and CLT, type of predator management, and site details.
 - d. Preparing biological reports. Include a description of the type of reports, level of detail, approximate number of reports written, and whether deadlines were met for reports.
 - e. Working with multi-disciplinary teams.
 - f. Working with state governmental entities.
 - g. Completing projects within specified timelines and budgetary constraints.

B. Proposer's Background and References

1. Please address each following item clearly and succinctly, as these will be used to score your proposal.
2. Proposers must furnish background and reference requirements as listed below in order to achieve the total available points. Failure to furnish a listed requirement will result in zero (0) points per criterion.
3. Provide a current copy of the following or furnish evidence of substantial progress towards obtaining the following no later than **March 1, 2027** for all of the personnel that will be assigned to this project:
 - a. USFWS (Migratory Bird Treaty Office) federal depredation permit.
 - b. California state MOU for relocation of species that are depredating other threatened and endangered species.
 - i. scientific collecting permit for each person on the project that refers to the MOU.
 - c. USGS Bird Banding Laboratory federal marking and banding permit for relocated species.

C. In-House Production Capability

1. Describe the percentage of this project's budget you estimate will be completed in-house versus sub-contracted.
2. Document all of the personnel that are on your in-house staff that will be assigned to this project. List classification, name, and title. Exclude partners and sub-contractors not directly employed by your firm.

VI. COST DETAIL FORMAT AND REQUIREMENTS

- A. The proposed work should be broken down into the outline in Work Plan and Work Schedule for the purpose of this proposal.
- B. Use the Sample **Cost Proposal Worksheet** as a guide in preparing your cost proposal.
 - 1. An Excel Spreadsheet version of the **Cost Proposal Worksheet** can be provided with this RFP for the Proposers use.
 - 2. Proposers who choose to submit the information in a different format must include, at a minimum the elements in the bulleted list below.
 - 3. If including subcontractors in the project, the proposal must contain the subcontractor's cost proposal detail, which include the same budget elements.
- C. Cost proposal must include the total cost of the project over project period, with a detailed breakdown showing how the costs were determined.
- D. The detailed budget breakdown shall include:
 - 1. Identification of position/classification titles funded.
 - 2. Salary rates or ranges.
 - 3. Percentage of time devoted to the work.
 - 4. Fringe benefits.
 - 5. Operating expenses.
 - 6. Travel (lodging, airfare, vehicle) and per diem (meal) expenses.
 - 7. Overhead or indirect costs

VII. SUBMISSION OF PROPOSAL

- A. Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this RFP.
 - 1. The proposal must be complete and accurate.
 - 2. Omissions, inaccuracies or misstatements may be cause for rejection of a proposal.
- B. All proposals must be submitted electronically via email as an attachment in Portable Document Format (PDF) to od.billing@parks.ca.gov by dates and times shown in Proposal Requirements and Information and the Key Action Dates. Proposals received after this date and time will not be considered.
- C. Submissions with attached PDF documents in excess of 10 Megabytes in size risk being rejected and may be deemed unresponsive. DPR will provide an electronic email response confirming receipt of each submission received.
- D. If a confirmation receipt is not received within 30-minutes of submission, please contact kayla.houser@parks.ca.gov to confirm your bid (proposal) was received.
 - 1. Confirmation receipt is not a representation by DPR that the submitted bid (proposal) is responsive and complete.
- E. All documents contained in the proposal package must have original signatures or DocuSign signatures and must be signed by a person who is authorized to bind the proposing firm.
- F. Proposers are responsible for ensuring that the electronic submission contains the attachment(s), is fully responsive and lacks any deficiency prior to submitting to the email address above. Failure by the proposer to submit their proposal as directed risks the proposal being deemed unresponsive and rejected.
- G. Proposers are advised to submit their proposal at least an hour in advance of the bid (proposal) submission deadline to allow for confirmation of bid (proposal) submission.
- H. The proposal e-mails shall contain the RFP Number: C26554003; RFP Title: Avian Predator Services, and the words:» Bid.Proposal« in the subject line.
- I. If the proposal is made under a fictitious name or business title, the legal name of proposer must be provided.
- J. All proposals shall include the documents identified in the Proposal Documents. Proposals not including the proper "required attachments" shall be deemed non- responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
- K. E-Mail proposals to: od.billing@parks.ca.gov
- L. Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals and may waive an immaterial deviation in a proposal. The State's waiver of an immaterial deviation

shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if awarded the agreement.

- M. Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.
- N. An individual who is authorized to bind the proposing firm contractually shall sign the attachment Proposal/Proposer Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
- O. A proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in the Key Action Dates. Proposal modifications offered in any other manner, oral or written, will not be considered.
- P. A proposer may withdraw its proposal by submitting a written withdrawal request to the State, signed by the proposer or an authorized agent in accordance with h) above. A proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- Q. The awarding agency may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
- R. The awarding agency reserves the right to reject all proposals. The agency is not required to award an agreement.
- S. Before submitting a response to this solicitation, proposers should review, correct all errors and confirm compliance with the RFP requirements.
- T. Where applicable, proposer should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- U. More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.
- V. The State does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- W. No oral understanding or agreement shall be binding on either party.

VIII. EVALUATION PROCESS

A. Overview

1. At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.
2. Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the proposer, may be rejected.
3. Award, if made, will be to the highest scored responsible proposal.

B. Proposal Evaluation

1. The proposals that meet the minimum qualifications will be evaluated and scored according to the criteria indicated below. A minimum of (70) points must be achieved in this phase to be considered responsive. (A.responsive.proposal.is.one?which.meets.or.exceeds.the.requirements.stated.in.this.RFP)

C. Rating/Scoring Criteria	Maximum Possible Points
1. Proposal Quality and Work Plan	40
2. Experience and Technical Merit	30
3. <u>Total Cost</u>	<u>30</u>
4. Total Possible Points	100

IX. AWARD AND PROTEST

- A. Notice of the proposed award shall be posted in a public place in for five (5) working days prior to awarding the agreement. Notice for this award will be posted at:

**California Department of Parks and Recreation,
Oceano Dunes District
340 James Way, Suite 270
Pismo Beach, Ca. 93449**

- B. If any proposer, prior to the award of agreement, files a protest with:
**Department of Parks and Recreation and Department of General Services,
Office of Legal Services,
707 Third Street, 7th Floor, Suite 7-330,
West Sacramento, CA 95605,**

on the grounds that the (protesting) proposer would have been awarded the contract had the agency correctly applied the evaluation standard in the RFP, or if the agency followed the evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.

- C. It is suggested that you submit any protest by certified or registered mail.
- D. Within five (5) days after filing the initial protest, the protesting proposer shall file with the Department of General Services, Office of Legal Services and the Department of Parks and Recreation a detailed statement specifying the grounds for the protest.
- E. Upon resolution of the protest and award of the agreement, Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at <http://www.dgs.ca.gov/ofam/Forms.aspx> under the heading FORMS MANAGEMENT CENTER.
- F. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.
- G. Upon resolution of the protest and award of the agreement, Contractor must sign and submit to the awarding agency, page one (1) of the Contractor Certification Clauses (CCC), which can be found on the Internet at:
<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

X. DISPOSITION OF PROPOSALS

- A. Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
- B. Proposal packages may be returned only at the proposer's expense, unless such expense is waived by the awarding agency.

XI. AGREEMENT EXECUTION AND PERFORMANCE

- A. Performance shall start not later than ten (10) days, or on the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's Proposal price and the actual cost of performing work by another contractor.
- B. All performance under the agreement shall be completed on or before the termination date of the agreement.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

C26554003

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

Department of Parks and Recreation

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

March 1, 2027

THROUGH END DATE

February 30, 2030

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	1
Exhibit A- Attachment I	Proposal Requirements and Description of Services	5
Exhibit A- Attachment II	Proposer's Certification Sheet and Proposal	1
Exhibit B	Budget Detail and Payment Provision	2
Exhibit B, Attachment I	Cost Breakdown	2
Exhibit C*	General Terms and Conditions	05/2025
Exhibit D	Special Terms and Conditions	5
Exhibit E	Resumes	TBD

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 - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

C26554003

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Parks and Recreation

CONTRACTING AGENCY ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SAMPLE

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

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

Monitor avian predator activity, evaluate the threat of avian predators to nesting Western Snowy Plover (WSP) and California Least Tern (CLT), and determine which individual avian predators pose an unacceptable threat to the nesting success of WSP and CLT at Oceano Dunes SVRA. For all species deemed a threat to breeding WSP and CLT, contractor shall live trap, band, and relocate a sufficient distance away to ensure they will not return to the site. In addition, the Contractor shall work closely with the Oceano Dunes SVRA staff and contractors, coordinating and communicating all work activities, attend weekly meetings, assist with training of avian predator identification and biology, and prepare daily field notes and a year-end summary report. For service details, see Exhibit A, Attachment I, Purpose and Discription of Services.

2. The services shall be performed at:
Oceano Dunes State Vehicular Recreation Area in San Luis Obispo County, 100 Pier Ave, Oceano, CA 93445
3. The services shall be provided during:
Contractor shall be available 24 hours per day, 7 days per week including weekends and holidays, as outlined in Exhibit A, Attachment I.
4. The project representatives during the term of this Agreement will be:

State Agency:	Department of Parks and Recreation	Contractor:	
Section/Unit:	Oceano Dunes District	Section/Unit:	
Attention:	Ronnie Glick	Attention:	
Address:	340 James Way, Suite 270	Address:	
City/State/Zip Code:	Pismo Beach, CA 93449	City/State/Zip Code:	
Phone:	805-773-7180	Phone:	
Fax:		Fax:	
E-mail Address:	ronnie.glick@parks.ca.gov	E-mail Address:	

Contractor's Name:

Agreement Number: C26554003

Page: 1 of 2

EXHIBIT B (Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in Cost Breakdown, 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:

Oceano Dunes District
340 James Way Suite 270
Pismo Beach, CA 93449

OR Electronically (PREFERRED METHOD) to:
od.billing@parks.ca.gov

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 D — CONSULTING 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 endorsements must appear on the Certificate of Insurance.)

Additional Insured: The State of California, its officers, agents and employees are included as additional insured, but only with respect to work performed for the State of California under the contract. The additional insured endorsement must accompany the certificate of insurance.

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 — CONSULTING SERVICES
(Standard Agreement)**

Contractor's Name:

Agreement Number: C26554003

Page: 2 of 5

1. Insurance Requirements (CONTINUED)

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

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

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

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

E. Insurance Companies

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

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

F. State Remedies

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

2. Licenses and Permits

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

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

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

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

Contractor's Name:
Agreement Number: C26554003

Page: 3 of 5

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 — CONSULTING SERVICES
(Standard Agreement)**

Contractor's Name:

Agreement Number: C26554003

Page: 4 of 5

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 of \$200,000 or More

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

10. Intellectual Property

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

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

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

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

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

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

Contractor's Name:
Agreement Number: C26554003

Page: 5 of 5

12. Political Reform Act Compliance (Conflict of Interest, FPPC Form 700)

- A. Form 700 Disclosure: The State considers that the Contractor, subcontractor(s), and/or their key staff may be a consultant, i.e., a public official, within the meaning of the Political Reform Act, specifically Government Code §18701. Accordingly, as specified by the State, such persons shall complete a Form 700, Statement of Economic Interests, within thirty (30) days of the earlier of the date work commences or the effective date of this agreement, updated both annually and when changes in key staff or duties occur. Contractor may access Form 700 on the Fair Political Practices Commission's (FPPC's) website at www.fppc.ca.gov. Any questions regarding completion of the Form 700 should be addressed to the FPPC at its website or at (866) 275-3772. A leaving office statement must also be filed upon completion of all contract assignments.
- B. Financial Conflict of Interest Prohibition: contractor must review the Form 700(s) filed by its key staff and contractors and determine whether, in light of the interest disclosed, performance under the contract could violate Government Code §87100. contractor shall notify the State immediately of any potentially disqualifying conflict of interest. Government Code §87100 provides:
"No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest."
- C. Consequences of Failure to Comply with Political Reform Act Requirements: Any one of the following shall constitute a breach of this Contract and shall be grounds for immediate termination of the contract:
- (1) Failure to complete and submit all required Form 700s within the thirty (30) day period as required in paragraph 11(a) above, or respond to any request from the State Personnel Officer for additional information regarding such Form 700s.
 - (2) Failure to notify State of a potentially disqualifying conflict of interest.
 - (3) The determination by State or the Contractor that any individual, who is a contractor, subcontractor, and/or a key member of their staff has a financial interest that could result in a violation of Government Code §87100 provided, however, that State may opt to waive such breach if Contractor replaces any such individual within two (2) working days after determination of such financial interest.

13. Contractor's Duties, Obligations and Rights

Contractor is hereby apprised that California Public Contract Code Section 10335 through 10381 are applicable relative to Contractor's duties, obligations, and rights in performing the agreement.

14. Contractor Evaluation for Contracts over \$5,000

Contractor's performance under this agreement is subject to evaluation. Within sixty (60) days after the completion of this agreement, the Contract Manager shall complete a STD. 4, Contract/Contractor Evaluation Sheet. If Contractor did not satisfactorily perform the work, a copy of the negative evaluation will be sent to the State Department of General Services, Office of Legal Services, and to Contractor within 15 working days of the completion of the evaluation. (PCC § 10369)

15. Reimbursement for Meals and Lodging

Applicable to travel expenses and per diem directly related to services provided under this agreement. Such costs shall not exceed the rates paid to State's non-represented /excluded employees. (See California Code of Regulations, Title 2, Section 599.619 regarding current rates posted at <http://ccr.oal.ca.gov>). All travel costs are subject to approval by State's Representative and must be supported by a travel expense voucher showing purpose, location, dates, time of travel, rates claimed, mileage logs, and any other applicable receipts.

Oceano Dunes SVRA Project Vehicle Usage Log
Prepared by (contractor name)

[illegible]

Department of Parks and Recreation

PROPOSAL EVALUATION FORM

OCEANO DUNES SVRA PREDATOR MANAGEMENT SERVICES

Name of Proposer: _____

Name of Evaluator: _____ **Evaluator Signature:** _____

Information submitted in the written proposal must support items marked in these sections. Where information submitted in written proposal is in disagreement with or does not support items marked in these sections, the information submitted in written proposal will take precedence.

Proposals that meet the minimum qualifications will be evaluated and scored according to the criteria indicated below. A total of One Hundred (100) maximum points are available for Technical Merit and Cost Proposal, however a minimum combined score of Seventy (70) points for Technical Merit and Cost Proposal, must be achieved to be considered responsive.

The award of the contract, if an award is made, will be to the bidder whose proposal receives the highest total score for Technical Merit, Cost Proposal, and if applicable, any SB Preference or DVBE Incentives.

1. MINIMUM QUALIFICATIONS	Yes or No
A. The personnel that will be assigned to this project are currently listed, or show substantial progress towards being listed by (March 1, 2027) as authorized for work in San Luis Obispo, California on a current copy of a USFWS (Migratory Bird Treaty Office) federal depredation permit for relocation of species that are depredating other threatened and endangered species.	
B. The personnel that will be assigned to this project are currently listed, or show substantial progress towards being listed by (March 1, 2027) as authorized for work in San Luis Obispo, California on a current copy of a State MOU for relocation of species that are depredating other threatened and endangered species.	
C. The personnel that will be assigned to this project are currently listed, or show substantial progress towards being listed by (March 1, 2027) as authorized for work in San Luis Obispo, California on a current copy of a scientific collecting permit that refers to the MOU.	
D. The personnel that will be assigned to this project are currently listed, or show substantial progress towards being listed by (March 1, 2027) as authorized for work in San Luis Obispo, California on a current copy of USGS Bird Banding Laboratory federal marking and banding permit for relocated species.	
E. The personnel that will be assigned to this project have access to a 4-wheel drive vehicle for field work use.	
F. The personnel that will be assigned to this project are available to respond within one hour to emergency situations.	
G. A minimum of 3 references have been provided in proposal for conducting similar work.	
H. A minimum of 2 Firms (references) were contacted who attest and approve of the proposer, the individuals proposed in the project, project management and administration skills of the proposer, and satisfactory outcome of the proposer's project with the Firm. The Firm had "Yes" responses to all questions in Attachment C.	
Does this proposal meet the minimum qualifications (Yes or No)	

If Proposer meets all minimum qualifications on page one, a panel of 3 or more individuals will collectively evaluate Proposer's submittal for the following items.

***The minimum score required is 70,
the maximum score possible is 100.***

2. PROPOSAL QUALITY AND WORK PLAN	Points Available 40	Points Awarded
A. Proposal is Responsive to Request for Proposals (RFP)	20	
Proposal responds clearly to all required items in the Request for Proposals and clearly identifies personnel assigned to the project. Proposal may also include information that are beneficial to the State and the project objectives. (20 Points)		
Proposal responds clearly to most of the required items in the RFP. If the proposal deviates from the requirements there is a clear reason. Includes some information on personnel assigned to the project. Proposal may also include information or work tasks that are beneficial to the State and the project objectives. (12 Points)		
Proposal responds to some of the required items in the RFP or omits some key work tasks or other required items. Includes some information on personnel assigned to the project. Proposal deviates from the project requirements without a clear reason. (8 Points)		
B. Feasible Work Plan	20	
The Proposal includes a feasible work plan that has a reasonable chance of success based on firm experience, personnel assigned to the project, and identified project logistics. (20 Points)		
The Proposal includes a feasible work plan that has a moderate chance of success based on firm experience, personnel assigned to the project, and identified project logistics. (12 Points)		
The Proposal includes a feasible work plan that has a low chance of success based on firm experience, personnel assigned to the project, and identified project logistics. (8 Points)		

3. EXPERIENCE and TECHNICAL MERIT	Points Available 30	Points Awarded
A. Demonstrated experience trapping, banding, and relocating raptors and other avian predators for the purpose of managing a threatened or endangered species (WSP and CLT).	10	
The personnel that will be assigned to this project have 5 or more years of experience trapping, banding, and relocating raptors and other avian predators for the purpose of managing a threatened or endangered species. (10 Points)		
The personnel that will be assigned to this project have 2-4 years of experience trapping, banding, and relocating raptors and other avian predators for the purpose of managing a threatened or endangered species. (8 Points)		
The personnel that will be assigned to this project have 1 year of experience trapping, banding, and relocating raptors and other avian predators for the purpose of managing a threatened or endangered species. (6 Points)		
B. Demonstrated ability to work specifically with the following predator species: northern harrier, loggerhead shrike, kestrel, merlin, owl species, peregrine falcon, gull species, corvid species such as raven and crow, red-tailed hawk, cooper's hawk, sharp-shinned hawk.	10	
The personnel that will be assigned to this project have experience with 9 or more of the species listed above. (10 Points)		
The personnel that will be assigned to this project have experience with 6-8 of the species listed above. (8 Points)		
The personnel that will be assigned to this project have experience with 5 of the species listed above. (6 Points)		
C. Demonstrated ability to work cooperatively with a multi-disciplinary team, working with state governmental entities, and high impact recreational sites and demonstrated ability to complete detailed biological reports.	10	
The firm and the personnel committed to this project demonstrate a high potential to work cooperatively with a multi-disciplinary team. (10 points)		
The firm and the personnel committed to this project demonstrate a moderate potential to work cooperatively with a multi-disciplinary team. (8 points)		
The firm and the personnel committed to this project demonstrate a low potential to work cooperatively with a multi-disciplinary team. (5 points)		

4. TOTAL COST	Points Available 30	Points Awarded
Contract price submitted by Proposer compared to the costs submitted by other Proposers. Lowest cost proposal will receive the highest number of points. (30 points)		
Total Points (2+3+4)	Maximum Available 100	Score

OSDC Certified Small Business Preference	Yes / No
Non-Small Business Preference	Yes / No
Proposer provided all required documentation per “Required Document Checklist”	Yes / No

Department of Parks and Recreation

REFERENCE EVALUATION FORM

OCEANO DUNES SVRA Predator Management Services

The following questions will be asked of all references that are contacted. A Positive or "Yes" response to all questions is required to meet the reference check minimum requirement.

Name of Proposer: _____

Name of Reference: _____

Name of Evaluator: _____ Evaluator Signature: _____

REFERENCE QUESTIONS	Yes (Positive) / No (Negative)
1. Describe the project(s) that were completed by the proposer. What was the level of workload required by the proposer and what were the goals of the project? Is this project similar or related to the ODSVRA project in level of predator management and monitoring?	
2. Were you satisfied with the performance in regard to project management and administration? Were the personnel organized and did they complete projects on time and within the allotted budget?	
3. Were you satisfied with the overall outcome of project?	
4. Were the personnel of the firm flexible and adaptable to changes that may occur during the project?	
5. Do you feel the personnel of the firm work effectively in a team environment? Describe any experience of the proposer working within a team, with other contractors, and/or with state agencies.	
6. Were the personnel of the firm effective at communicating with the project leaders and all involved in the project? Please describe how the personnel reported information and how often.	
7. Did the personnel of the firm take part in regular project meetings or otherwise show an interest in contributing to the project?	
8. Were the personnel of the firm effective at training and assisting other less experienced team members? Describe any training experience performed by the proposer.	
9. Were biological reports prepared for this project, such as a year-end summary report? If so, were you satisfied with the detail of writing and was the final report submitted accurate and complete? Were all reports submitted on time?	
10. Would you have any reservations recommending this firm and the individuals involved in this project?	
Does the Proposer pass the reference check (Yes or No)	



PROPOSER'S CHECKLIST

The documents listed below must be submitted attached to your bid document.

Documents labeled "if applicable" shall be returned blank if not applicable. Documents labeled "required" must be returned completed. Please include this checklist.

- ☐ Proposer's Checklist
- ☐ Proposer Certification Sheet & Proposal.
- ☐ Proposer References
- ☐ Exhibit B, Attachment I Form DPR940b
- ☐ Payee Data Supplement DPR88
- ☐ Payee Data Record STD204/205
- ☐ Small Business Preference DPR 85
- ☐ Bidder's Disabled Veteran Business Enterprise (DVBE) Participation GSPD05-105
- ☐ DVBE Participation DPR486
- ☐ Bidder's DVBE Declarations DGS PD 84
- ☐ Commercially Useful Function – Bidder Certification, DPR 87
- ☐ Darfur Contracting Act Certification, DPR74
- ☐ California Certification Clause, CCC 04/2017
- ☐ DGS OLS 04
- ☐ DPR 097B Generative AI Disclosure

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.

Bids must be submitted with all necessary fully executed bid submission documents no later than **September 30, 2026 at 2:00pm.**

PROPOSAL/PROPOSER CERTIFICATION SHEET

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "required attachments" as an entire package. The proposal must be transmitted in accordance with RFP instructions.

Do not return the "Project Information" or "Sample Documents" portions of this RFP.

- A. Place all required attachments behind this certification sheet.
- B. I have read and understand the DVBE Participation requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

An Unsigned Proposal/Proposer Certification Sheet May Be Cause For Rejection

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. ☐ Sole Proprietorship	5. ☐ Partnership	6. ☐ Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Proposer's Name (Print)		11. Title
12. Signature		13. Date
14. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise (OSDS) as:		
a. California Small Business Yes ☐ No ☐ If yes, enter certification number: _____ b. Disabled Veteran Business Enterprise Yes ☐ No ☐ If yes, enter your service code below: _____		
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes". Date application was submitted to OSDS, if an application is pending: _____		

Completion Instructions for Proposal/Proposer Certification Sheet

Complete the numbered items on the Proposal/Proposer Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10, 11, 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSDS.

PROPOSER REFERENCES

Submission of this attachment is **mandatory**. Failure to complete and return this attachment with your proposal will cause your proposal to be rejected and deemed nonresponsive. Do not include Oceano Dunes District or Ronnie Glick as a reference on this document. List below three references for services performed within the last five years, which are similar to the scope of work to be performed in this contract. If three references cannot be provided, please explain why on an attached sheet of paper.

REFERENCE #1

Name of Firm:

Street Address:

City State Zip Code

Contact Person:

Phone Number:

Dates of Service From: To:

Value or Cost of Service:

REFERENCE #2

Name of Firm:

Street Address:

City State Zip Code

Contact Person:

Phone Number:

Dates of Service From: To:

Value or Cost of Service:

REFERENCE #3

Name of Firm:

Street Address:

City State Zip Code

Contact Person:

Phone Number:

Dates of Service From: To:

Value or Cost of Service:

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

Exhibit B, Attachment 1
SERVICE CONTRACTS BID FORM

DEPARTMENT OF PARKS AND RECREATION

DATE
UNIT Oceano Dunes District
PROJECT Avian Predator Services
BID OPENING 09/04/2026
CONTRACT NUMBER C26554003

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? ☐ Yes. Small Business Certification No. _____ ☐ No	
STATUS OF BUSINESS (<i>check appropriate box.</i>) ☐ Individual. ☐ Corporation. State in which incorporated: _____ ☐ Partnership. Full names of partners: _____			
The undersigned is duly authorized to submit this bid on behalf of the company. BIDDER'S SIGNATURE (<i>Signature</i>)			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.

SAMPLE

COST PROPOSAL

YEAR 2027

Direct Labor Cost					Indirect Labor Costs		Total Indirect Cost	Total Labor <i>Direct + Indirect Cost</i>
	Salary Rate or Range	Percentage of Project	Budget Amount	Fringe Benefits	Overhead Rate	Fee (Profit)		
DIRECT LABOR								
Position/Classification							\$ -	\$ -
Position/Classification							\$ -	\$ -
Position/Classification							\$ -	\$ -
Position/Classification							\$ -	\$ -
Labor Subtotal								\$ -
Direct Costs (non-labor)					Cost	Overhead Rate	Total Direct Cost	
Travel (mileage/lodging)							\$ -	
Equipment and Supplies							\$ -	
Other Direct Costs							\$ -	
Subtotal					\$ -	\$ -	\$ -	
Non-Labor Subtotal								\$ -
Total 2027 costs								\$ -

YEAR 2028

Direct Labor Cost					Indirect Labor Costs		Total Indirect Cost	Total Labor <i>Direct + Indirect Cost</i>
	Salary Rate or Range	Percentage of Project	Budget Amount	Fringe Benefits	Overhead Rate	Fee (Profit)		
DIRECT LABOR								
Position/Classification							\$ -	\$ -
Position/Classification							\$ -	\$ -
Position/Classification							\$ -	\$ -
Position/Classification							\$ -	\$ -
Labor Subtotal								\$ -
Direct Costs (non-labor)					Cost	Overhead Rate	Total Direct Cost	
Travel (mileage/lodging)							\$ -	
Equipment and Supplies							\$ -	
Other Direct Costs							\$ -	
Subtotal					\$ -	\$ -	\$ -	
Non-Labor Subtotal								\$ -
Total 2028 costs								\$ -

YEAR 2029

Direct Labor Cost					Indirect Labor Costs		Total Indirect Cost	Total Labor <i>Direct + Indirect Cost</i>
	Salary Rate or Range	Percentage of Project	Budget Amount	Fringe Benefits	Overhead Rate	Fee (Profit)		
DIRECT LABOR								
Position/Classification							\$ -	\$ -
Position/Classification							\$ -	\$ -
Position/Classification							\$ -	\$ -
Position/Classification							\$ -	\$ -
Labor Subtotal								\$ -
Direct Costs (non-labor)					Cost	Overhead Rate	Total Direct Cost	
Travel (mileage/lodging)							\$ -	
Equipment and Supplies							\$ -	
Other Direct Costs							\$ -	
Subtotal					\$ -	\$ -	\$ -	
Non-Labor Subtotal								\$ -
Total 2029 costs								\$ -
Sub-Contractor Costs								(included cost proposal for each sub-contractor)
TOTAL COSTS								SUM OF 2027, 2028, 2029 TOTAL COSTS
								\$ -

PAYEE DATA RECORD

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

STD 204 (Rev. 03/2021)

Section 1 – Payee Information**NAME** (This is required. Do not leave this line blank. Must match the payee's federal tax return)**BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME** (If different from above)**MAILING ADDRESS** (number, street, apt. or suite no.) (See instructions on Page 2)**CITY, STATE, ZIP CODE****E-MAIL ADDRESS****Section 2 – Entity Type****Check one (1) box only that matches the entity type of the Payee listed in Section 1 above.** (See instructions on page 2)☐ **SOLE PROPRIETOR / INDIVIDUAL**☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*☐ **PARTNERSHIP**☐ **ESTATE OR TRUST****CORPORATION** (see instructions on page 2)☐ **MEDICAL** (e.g., dentistry, chiropractic, etc.)☐ **LEGAL** (e.g., attorney services)☐ **EXEMPT** (e.g., nonprofit)☐ **ALL OTHERS****Section 3 – Tax Identification Number**Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

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

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

_____ - _____ - _____

OR**Federal Employer Identification Number (FEIN)**

_____ - _____

Section 4 – Payee Residency Status (See instructions)☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.☐ No services performed in California☐ Copy of Franchise Tax Board waiver of state withholding is attached.**Section 5 – Certification*****I hereby certify under penalty of perjury that the information provided on this document is true and correct.******Should my residency status change, I will promptly notify the state agency below.*****NAME OF AUTHORIZED PAYEE REPRESENTATIVE****TITLE****E-MAIL ADDRESS****SIGNATURE****DATE****TELEPHONE** (include area code)**Section 6 – Paying State Agency****Please return completed form to:****STATE AGENCY/DEPARTMENT OFFICE****UNIT/SECTION****MAILING ADDRESS****FAX****TELEPHONE** (include area code)**CITY****STATE****ZIP CODE****E-MAIL ADDRESS**

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 (Form 1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

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

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

Section 1 – Payee Information

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

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

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

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

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

Section 3 – Tax Identification Number

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

Section 4 – Payee Residency Status**Are you a California resident or nonresident?**

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

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

Withholding Services and Compliance Section: 1-888-792-4900

E-mail address: wscs.gen@ftb.ca.gov

For hearing impaired with TDD, call: 1-800-822-6268

Website: www.ftb.ca.gov

Section 5 – Certification

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

Section 6 – Paying State Agency

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

Privacy Statement

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

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

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: _____						☐
SB CERT NUMBER: _____						☐
SB CERT NUMBER: _____						☐
SB CERT NUMBER: _____						☐

Total Small Business Subcontractor Dollar Value

Total Amount of Bid

TOTAL % OF BID FOR ALL SMALL BUSINESS SUBCONTRACTORS

BIDDER DECLARATION

1. Prime bidder information (**Review attached Bidder Declaration Instructions prior to completion of this form**):
- a. Identify current California certification(s) (**MB, SB, NVSA, DVBE**): _____ or None ☐ (If “None,” go to Item #2)
- b. Will subcontractors be used for this contract? **Yes** ☐ **No** ☐ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.
- _____
- _____
- c. If you are a California certified DVBE: (1) Are you a broker or agent? **Yes** ☐ **No** ☐
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? **Yes** ☐ **No** ☐ **N/A** ☐

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

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

3. **CERTIFICATION: By signing this form, I certify under penalty of perjury that the information provided is true and correct.**
- Printed Name: _____ Signature: _____ Date Signed: _____

BIDDER DECLARATION Instructions

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

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

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

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

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

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

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

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

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

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

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

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

2. (continued) Column Labels

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

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

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

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

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

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

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

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

Enter "N/A" if the:

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

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

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

3. Read the certification at the bottom of the page. An individual that is authorized to bind the firm contractually is to print their name, sign and date the form. Also, complete the "Page ____ of ____" accordingly.

BIDDER'S DVBE PARTICIPATION

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
	CONTACT	CONTACT PHONE ()	DVBE CERTIFICATION NO.	TIER	DOLLAR VALUE	PERCENT OF BID	☐
2	COMPANY NAME	CONTRACTING WITH	NATURE OF WORK				PRINT-OUT
	CONTACT	CONTACT PHONE ()	DVBE CERTIFICATION NO.	TIER	DOLLAR VALUE	PERCENT OF BID	☐
3	COMPANY NAME	CONTRACTING WITH	NATURE OF WORK				PRINT-OUT
	CONTACT	CONTACT PHONE ()	DVBE CERTIFICATION NO.	TIER	DOLLAR VALUE	PERCENT OF BID	☐
4	COMPANY NAME	CONTRACTING WITH	NATURE OF WORK				PRINT-OUT
	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

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: _____ SCPRS Ref. Number: _____

(FOR STATE USE ONLY)

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

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

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

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

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

Firm/Principal for whom the DVBE is acting as a broker or agent: _____

(If more than one firm, list on extra sheets.) (Print or Type Name)

Firm/Principal Phone: _____ Address: _____

SECTION 3**APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.**

- ☐ Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.
- ☐ The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2*, subsections (c) and (g). *Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.*

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

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

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

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

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

Page ____ of ____

PRINT**CLEAR**

COMMERCIALLY USEFUL FUNCTION – BIDDER CERTIFICATION

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

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

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

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

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

BIDDER'S CERTIFICATION

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

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

DEPARTMENT OF PARKS AND RECREATION USE

☐ APPROVED ☐ DENIED

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

DARFUR CONTRACTING ACT CERTIFICATION

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

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

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

OPTION #1 - CERTIFICATION

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

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

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

OPTION #2 - WRITTEN PERMISSION FROM DGS

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

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

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

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

Contractor Certification 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
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By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
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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, 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.

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	

ARTIFICIAL INTELLIGENCE (AI) DISCLOSURE FORM

Instructions for this form are on Page 3.

I. BIDDER CONTACT INFORMATION

C26554003

BUSINESS NAME

SOLICITATION NUMBER

REPRESENTATIVE NAME

BUSINESS TELEPHONE NUMBER

BUSINESS ADDRESS

CITY

STATE

ZIP CODE

Description of Services:

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

II. DISCLOSURE

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

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

1. What type of AI is included?

☐ Traditional AI ☐ Generative AI

2. Is the AI required for this product?

☐ No ☐ Yes ☐ Other:

ARTIFICIAL INTELLIGENCE (AI) DISCLOSURE FORM (Continued)

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

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

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

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

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

PHONE NUMBER

III. SIGNATURE

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

Signature _____

Date _____

ARTIFICIAL INTELLIGENCE (AI) DISCLOSURE FORM (Instructions)

Instructions:

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

Section I:

Bidders shall fill in their contact information.

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

Section II:

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

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

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

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

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

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

Definitions:

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

Section III:

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