

**Request for Qualifications
Environmental Professional
Services for Projects in Off-Highway
Motor Vehicle Recreation Division**

No. C26550001



Department of Parks and Recreation

March 2026

TABLE OF CONTENTS

Section	Page
Section 1 – General Information	
1.1 Introduction.....	1
1.2 Type of Professional Services.....	2
1.3 RFQ Issuing Office	3
1.4 SOQ Deadline and Delivery	3
1.5 Withdrawal of SOQ.....	4
1.6 Rejection of SOQ.....	4
1.7 Award of Agreement.....	4
Section 2 – Scope of Work	
2.1 Locations of Potential Projects.....	5
2.2 Description of Potential Projects	5
2.3 Projected Timetable.....	5
2.4 Scope of Basic Services	5
2.5 Detailed Scope of Work	6
2.6 Work Order Procedure for Potential Projects	7
2.7 Work Order Issuance Locations.....	7
Section 3 – Responding to this RFQ	
3.1 Minimum Requirements	8
3.2 Selection Criteria	9
3.3 Evaluation and Selection Process.....	10
Section 4 – Administrative Process and Requirements	
4.1 Agreement for Services	12
4.2 Insurance Requirements.....	12
4.3 Disabled Veteran Business Enterprise Requirements	12

ATTACHMENTS

- A. Request for Qualifications Checklist
- B. Forms
 - 1. Disabled Veteran Business Enterprise Notice (DPR479RFQ)
 - 2. Bidder Declaration (GSPD-05-105)
 - 3. Disable Veteran Business Declarations (Std 843)
 - 4. CUF 87 for all subcontractors (if applicable)
 - 5. Darfur Contracting Act Certification (DPR 74)(if applicable)
 - 6. Artificial Intelligence Disclosure Form (DPR97B)
 - 7. California Civil Rights Laws Certification (DGS OLS 04)
 - 8. Architect- Engineer Qualifications (Standard Form 330)
 - 9. Payee Data Record (STD 204 and DPR88)
 - 10. Contractor Certification Clause (CCC 04-2017)
- C. Sample Agreement
 - 1. Standard Agreement (STD 213)
 - a. Exhibit A, Scope of Work (DPR 603AE)
 - b. Exhibit A, Attachment 1, Detailed Scope of Work
 - c. Exhibit B, Budget Detail and Payment Provisions (DPR 604AE)
 - d. Exhibit B, Attachment I, Work Order template
 - e. Exhibit C, General Terms and Conditions (GTC 225) *by reference*
 - f. Exhibit D, Special Terms and Conditions (DPR 605AE)

SECTION 1 – GENERAL INFORMATION

1.1 INTRODUCTION

1.1.1 The California Department of Parks and Recreation (DPR) is requesting Statements of Qualifications (SOQ) for Environmental Professional Services for projects located in the California State Park System. Services for potential projects include, however are not limited to, some or all of the following: environmental review, provide regulatory support consulting services, and will provide specialized environmental/biological monitors. This may include but is not limited to compliance with the California Environmental Quality Act (CEQA), compliance with the National Environmental Policy Act (NEPA), compliance with the California and federal Endangered Species Acts, development of regulations for the Grants and Cooperative Agreements Program, site visits as needed, and compliance with other statutes as they relate to programs administered by the OHMVR Division.

Firms (Contractors) will be selected and designated to perform Professional Services throughout California.

1.1.2 Contractors will be selected on the basis of written response to this Request for Qualifications (RFQ) and an interview. Contractors shall be designated to perform Professional Services for potential projects located within California State Parks for a term not to exceed One Thousand Ninety Five (1,095) calendar days, unless a formal extension of the term of the Agreement is authorized by DPR and issued in the form of an Agreement Amendment.

1.1.3 Because the scope and number of projects and tasks are unknown at the time of Agreement execution, under this RFQ the Agreement is known as an “On-Call Agreement”. Services will be contracted on a Work Order basis, as project(s) requirement(s) dictate (*See 2.6 Work Order Procedure for Potential Projects*).

DPR and Contractor agree that no specific quantity of work is guaranteed to be provided to Contractor under the terms and conditions of this Agreement.

DPR does not guarantee that Contractor will be assigned a project specific Work Order during the term of the Agreement.

1.1.4 Contractor shall provide all services required by, and in accordance with, each project specific Work Order and such other necessary and incidental services that are required to provide Environmental Compliance Professional services for the projects.

1.1.5 If Contractor is unable to furnish adequate services, fails to perform tasks such as deliverables, does not achieve project milestones or deadlines, DPR reserves the right to discontinue using Contractor’s services on that project and for any future projects. If Contractor fails to perform or does not have the resources to handle all the projects requiring services, DPR reserves the right to contract with the ranked firm(s) in order of rank, for the services. Contractor must achieve all deliverables and deadlines on time in order to facilitate DPR’s goal. Contractor shall communicate any anticipated problem with achieving project deliverables and/or deadlines.

1.2 TYPE OF PROFESSIONAL SERVICES

- 1.2.1 Contractors may submit qualifications for Environmental Compliance Professional services for Off-Highway Motor Vehicle Division (OHMVR) Division (see Section 2.7 of this RFQ). SOQs shall indicate the firm's ability to provide specialized experience in for the following professional services: (Refer to Section 3.1 Minimum Requirements).

California Environmental Quality Act Compliance

Reviewing CEQA documents, performing CEQA analysis, writing CEQA documents (IS/ND, MND, EIR), reviewing NOEs, consulting on issues relating to CEQA compliance.

National Environmental Policy Act Compliance

Reviewing NEPA documents as they relate to specific projects where a federal partner or action is involved.

Biological, Wildlife, and Habitat Monitoring, Monitoring Design, and Statistical Analysis

Performing specialized biological monitoring, listed species monitoring, project biological monitoring, consulting on monitoring design, performing statistical analysis on biological data.

Clean Air Act and Air Quality Compliance

Provide consultation on Clean Air Act compliance and compliance with other applicable air quality requirements. Provide analytical support of collected data.

State and Federal Endangered Species Act Compliance

Consult and assist with all aspects of the state and federal Endangered Species Acts. Develop HCPs, NCCPs, ITPs as needed.

OHV Act Compliance

Support the OHMVR Division with environmental aspects of the OHV Act.

Regulatory Compliance in the OHMVR Grants and Cooperative Agreements Program

Support the environmental requirements of the OHMVR Grants Program as it relates to the California Code of Regulations.

1.3 RFQ ISSUING OFFICE

- 1.3.1 RFQ is issued by the California Department of Parks and Recreation, OHMVR Division. A copy of this RFQ may be obtained by downloading it from Department of General Services' (DGS) website at caleprocure.ca.gov
- At the website enter the bid number “**C26550001**” in the “**Event Name**” field and click the “**Search**” button.
 - Click on the bid number **C26550001** under the Event ID to view the full advertisement.
 - Click on “**View Event Package**” to download the bid documents.
- 1.3.2 All questions concerning this RFQ shall be submitted in writing directly to the designated point of contact, Amy Woodhull, Contract Analyst, at ohmvr.contracts@parks.ca.gov **NO LATER THAN 2 p.m., Monday, April 27, 2026**. Should answers to questions amend the RFQ, DPR will issue an Addendum and post on this DGS website.
- 1.3.3 All notices, clarifications, and addenda to this RFQ shall be posted on the above DGS website. It is the proposing Contractor's responsibility to monitor this website for all information regarding this RFQ. DPR is not responsible for sending individual notification of changes or updates. *It is the sole responsibility of the proposing Contractors to remain apprised of changes to this RFQ.*
- 1.3.4 DPR encourages Small Business Enterprises (SBE) to submit SOQs; however, under the contracting law for Architectural and Engineering Services agreements, preference cannot be given to a SBE in the selection process.

The small business preference is not applicable for RFQ solicitations because the cost is negotiated with the most qualified firm. However, DPR encourages small businesses to participate in the RFQ process.

DPR strongly encourages Contractors responding to this solicitation to consider partnering with qualified California Certified Small Business Enterprises (SB) to foster working partnerships with the small business community.

Information about SBE resources can be found at [Office of Small Business and Disabled Veteran Business Enterprise Services \(ca.gov\)](http://Office of Small Business and Disabled Veteran Business Enterprise Services (ca.gov)) or by calling the Office of Small Business and DVBE Certification at (916) 375-4940.

If your firm is not certified as an SBE, log onto the DGS website at SB/DVBE Certification for information to determine if your firm or subcontractor(s) qualifies as an SBE.

1.4 SOQ DEADLINE AND DELIVERY

- 1.4.1 **Deadline:** Emailed SOQs will be accepted no later than **2 p.m., Thursday, May 7, 2026**.

Note: DPR *will not* accept postmarks, or facsimile (Fax) responses. SOQs must be received via email to ohmvr.contracts@parks.ca.gov by the deadline indicated above.

- 1.4.2 **Delivery: SOQ** must be sent electronically to the specified email account with all necessary submission documents as an attachment in Portable Document Format (PDF). PDF documents in excess of 99-megabytes in size will be rejected. Additional emails may be sent should the file exceed the 99 megabytes size limit and be titled in sequential order. Email to ohmvr.contracts@parks.ca.gov
- 1.4.3 SOQs received after the deadline shall be rejected without review and proposed Contractor shall be notified via email.

1.5 WITHDRAWAL OF SOQ

- 1.5.1 Contractor may withdraw its SOQ at any time prior to the deadline for submitting SOQs, by notifying DPR in writing to designated point of contact, Amy Woodhull, Contract Analyst, at ohmvr.contracts@parks.ca.gov of its withdrawal. The withdrawal notice must be signed by a duly authorized representative of Contractor.

Contractor may thereafter submit a new or modified SOQ, provided that it is received at DPR no later than the SOQ due date and time. *(See Section 1.4 SOQ Deadline and Delivery.)*

1.6 REJECTION OF SOQ

- 1.6.1 DPR reserves the right to reject any or all SOQs received in response to this RFQ, to cancel this RFQ or to terminate the selection proceedings at any time, if DPR determines such action is in the best interest of DPR.

1.7 AWARD OF AGREEMENT

- 1.7.1 Award of Agreement, if made, will be in accordance with this RFQ to a firm deemed to be the most highly qualified to perform the required services.

(END OF SECTION)

SECTION 2 –SCOPE OF WORK

2.1 LOCATIONS OF POTENTIAL PROJECTS

2.1.1 Various projects may be located statewide throughout the California State Park System at State Vehicular Recreation Areas, Over Snow Vehicle Recreation Areas in National Forests, and at project areas for grantees of the Grants and Cooperative Agreements Program throughout California.

- Clay Pit SVRA
- Carnegie SVRA
- Heber Dunes SVRA
- Hollister Hills SVRA
- Hungry Valley SVRA
- Oceano Dunes SVRA
- Ocotillo Wells SVRA
- Prairie City SVRA
- Onyx Ranch SVRA
- Various project areas in National Forest, Bureau of Land Management areas, local agencies, and non-profit partners that offer OHV recreation and supported through the OHMVR Grants and Cooperative Agreements program
- Over Snow Vehicle recreation areas in National Forests

2.2 DESCRIPTION OF POTENTIAL PROJECTS

2.2.1 Potential projects will focus on ensuring environmental compliance for programs administered by the OHMVR Division and may include writing and reviewing CEQA documents for varying complexities and types of projects, reviewing NEPA documents, reviewing documents required pursuant to the Grants and Cooperative Agreements Program (14 CCR §§ 4970 et Seq.), assisting with the development and review of regulations pertaining to the Grants and Cooperative Agreements Program, developing Habitat Conservation Plans, developing Natural Community Conservation Plans, reviewing Wildlife Habitat Protection Plans (Public Resources Code §§ 5090 et Seq.), assisting with preparing and reviewing documents pertaining to air quality, providing consultation on complex environmental issues, ensuring compliance with the California and Federal Endangered Species Acts, presenting at and coordinating public meetings, and providing assistance with wildlife and habitat monitoring for various taxa throughout California. Contractor will serve as on-call and specific projects will be assigned through Work Order Requests.

2.3 PROJECTED TIMETABLE

2.3.1 Individual projects will be scheduled throughout the funding life of the projects. Contract negotiations for individual projects will include time constraints for the specific project in question.

2.4 SCOPE OF BASIC SERVICES

- 2.4.1 The scope of basic services required by this RFQ shall include some or all, however not limited to, of the following:
- A. Contractor shall provide all necessary expertise and services to professionally and diligently prosecute the work authorized by Work Orders to be issued by DPR. Contractor shall:
 - 1. Contract for or employ at Contractor's expense, subcontractors or personnel to the extent deemed necessary for the work. DPR reserves the right to reject the use of any subcontractor.
 - 2. Coordinate all work with DPR Project Representative on a regular and timely basis.
 - 3. Consult, as necessary, with normal and customary employees, agencies, and/or representatives of DPR regarding the work of each Work Order.
 - 4. Attend meetings with DPR, other professionals employed by DPR and local and regional agencies, as needed, and directed by DPR to perform the work.
 - 5. Cooperate with other professionals employed by DPR for other work related to a Work Order.
 - 6. Abide by all regulations imposed by funding sources, such as auditing requirements and payroll affidavits.
 - 7. Be responsible for the professional quality, technical accuracy and the coordination of Contractor's entire work product and provide a professional level of review of all deliverables to assure quality and technical accuracy of all documents furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or revise any errors in its documents and other services.
 - B. Provision of the Work: Work shall be provided in accordance with Work Orders to be issued under the Agreement resulting from this RFQ, and shall be subject to the provisions of the Agreement (*See Attachment C, Sample Forms, Item 1, Standard Agreement (Form STD 213)*), including any additional provisions specified in the Work Orders with regard to schedule, key personnel, and subcontractors.

2.5 DETAILED SCOPE OF WORK

- 2.5.1 The scope of work is complex and scope of services will vary from project to project. (*See Attachment C Sample Agreement, Item 1 Standard Agreement Form Std 213, Item 1.b Exhibit A, Attachment 1, Detailed Scope of Work*)
- All firms will be required to comply with all applicable codes.
- 2.5.2 Document requirements for the work on projects shall include, however not be limited to:
- A. All documents that require posting on DPR websites must be made compliant with the Americans with Disabilities Act WCAG 2.1 Level AA standards.

2.5.3 DPR shall have ownership rights to all Project documents and electronic files.

2.6 WORK ORDER PROCEDURE FOR POTENTIAL PROJECTS

2.6.1 DPR shall authorize Contractor to perform work on a specific project by issuing to Contractor a project specific Work Order. Each Work Order will identify the park/project location and project name(s), the project-specific scope of services, the schedule for providing the services and the required deliverables.

2.6.2 Work Orders will be primarily based upon fixed fees negotiated for the specific project, including but not limited to, cost of travel and all incidentals necessary to complete the Work Order scope of work. DPR may, at its discretion, negotiate either hourly fee rates or fixed fees for the described services. (*See Attachment C "Sample Forms", Item 1 Standard Agreement (Form STD 213), Item 1.C Exhibit B, Attachment I, Sample Work Order*).

2.6.3 Contractor shall submit an estimated cost breakdown based upon the project specific scope which shall include all necessary hours to perform the project specific scope of services, all estimated hours of labor and the corresponding hourly rate, along with any other estimated additional costs for services, including but not limited to, any subcontractors, research, travel time, mileage and per diem, etc.

DPR will review Contractor's cost estimate and negotiate, as needed. If Contractor's estimated cost is reasonable, DPR may issue a Work Order authorizing the start of work in accordance with Standard Agreement, Exhibit B, paragraph 1.C. (*See Attachment C "Sample Forms", Item 1.B Standard Agreement (Form STD 213), Exhibit B, Budget Detail and Payment Provisions, DPR 604AE*).

2.6.4 DPR, at its discretion, may combine two (2) or more projects to be handled as a single Work Order assignment. If a Work Order assignment includes multiple projects, Contractor shall provide a separate invoice in a format approved by DPR for each individual project for which services are provided under the single Work Order.

2.6.5 There shall not be a Notice to Proceed for any project work until a Work Order has been fully executed.

2.6.6 DPR at its own discretion may choose not to prepare a Work Order and to not have the work performed even though Contractor's cost was negotiated to a fair and reasonable price.

2.7 WORK ORDER ISSUANCE LOCATIONS

2.7.1 Work Orders for specific projects will be issued and managed by the OHMVR Division.

2.7.2 The Location of Potential Projects (Exhibit A, Attachment 1, Detailed Scope of Work) identifies each specific project and from which projects, at the discretion of DPR, will be assigned to the selected Contractor.

(END OF SECTION)

SECTION 3 – RESPONDING TO THIS RFQ

3.1 MINIMUM REQUIREMENTS

- 3.1.1 **Statement of Qualifications.** Contractor's Statement of Qualifications (SOQ) shall clearly and accurately demonstrate specialized knowledge and experience required for consideration. The SOQ should consist of a Cover Letter (Letter of Interest) and Standard Form 330.
- 3.1.2 In your SOQ provide:
- A. RFQ Checklist, Page 1 (*Attachment A*)
 - B. Cover letter signed by an authorized representative of Contractor and which includes Contractor's:
 - Legal name as registered with the Secretary of State, California Business Program
 - Address (mailing & physical, if different)
 - Telephone number
 - Name, title and email address of Contractor's contact person for this RFQ.
 - C. Forms to Complete: (*See Attachment B complete all forms if applicable*)
 - D. Architect-Engineer Qualifications (Standard Form 330) may be downloaded from [U.S. General Services Administration](#)
 - E. A written statement of Contractor's qualifications that is responsive to the selection criteria described in 3.2 Selection Criteria. Contractor shall include examples of successful projects within budget. Statement not to exceed fifteen (15) pages in length.
 - F. Schedule of Rates. Provide a Schedule of Rates for the principal firm (or firms if there is a joint venture or association. Billing rates shall include all hourly rates for designated employees and reimbursable costs in accordance with the following:
 - 1. Hourly rates shall include all administrative overhead costs, including supervision, clerical, building rent, utilities, telephone (including cell phones), incidental costs, and profit. Only those employees actively providing services for a project specific Work Order shall be entitled to charge time to the project.
 - 2. Contractor shall be reimbursed for all costs for scheduled travel expenses including transportation (mileage), meals, lodgings and incidental costs associated with requested work. Travel allowances shall not exceed the California Department of Human Resources (CALHR) approved subsistence allowances in place at the time the contract is awarded unless previously authorized by DPR.

3. DPR will reimburse Contractor's field personnel for the actual, necessary and appropriate business and travel expenses incurred fifty (50) miles, or more, from base office, in accordance with the California Department of Human Resources (CALHR) rules. *This is not a Fee Proposal.*

- G. A written statement of how the firm would approach services for Environmental Compliance.

- 3.1.3 Costs incurred for developing the SOQ and in anticipation of award of the agreement are entirely the responsibility of Contractor and shall not be charged to DPR and/or the State of California. All submittals become the property of DPR upon receipt and will not be returned to Contractor except as described in Paragraph 1.4.3.

3.2 SELECTION CRITERIA

- 3.2.1 The selection committee will be appointed by the OHMVR Environmental Program Manager and will evaluate the SOQs using the following criteria:

Selection Criteria		Maximum Points
1.	Professional experience of the firm in performing services of a similar nature and scope. DPR expects that the submitting firm have in-house professional expertise to perform the proposed professional services in Section 1.2 for which the firm is submitting qualifications.	25
2.	Quality and relevance of recently completed or ongoing work.	20
3.	Reliability, continuity, and location of firm to the project management location.	15
4.	Staffing capability and the ability to meet schedules.	10
5.	Education and experience of key personnel to be assigned.	15
6.	The firm’s specialized experience in the performance of environmental work associated with off-highway vehicle recreation.	15
Total Points		100

Contractor shall respond in writing indicating how its firm’s experience fulfills the requirements of these criteria.

3.3 Evaluation and Selection Process

- 3.3.1 The DPR Selection Committee Members will review, evaluate and score each SOQ based on the above selection criteria. These factors shall be weighed according to the nature of the services to be provided and the needs of DPR.
- 3.3.2 All SOQs received will be evaluated to determine the extent to which they comply with this solicitation document requirements.
- 3.3.3 If an SOQ fails to meet a material solicitation document requirement, the SOQ may be rejected. A deviation is material to the extent that a response is not in substantial accord with solicitation document requirements. Immaterial deviations may cause an SOQ to be rejected.
- 3.3.4 During the evaluation process, DPR may require Contractor to answer questions with regard to the Contractor’s SOQ. Failure of Contractor to demonstrate that the claims made in its SOQ are in fact true may be sufficient cause for deeming an SOQ non-responsive.
- 3.3.5 At least three (3) Contractors with the highest scores will be selected for the "Short List". Each of the "Short List" Contractors will be invited to an interview and asked to make an oral presentation on Contractor’s firm and its qualifications and experience. Contractors not invited to interview will be notified in writing.
- 3.3.6 At any time, DPR may contact a Contractor’s previous clients and/or project owners to verify the experience and performance of the prospective Contractor, its key personnel, and its subcontractors.

- 3.3.7 After the interviews, Contractors shall be ranked (1, 2, 3, etc.) based on each Contractor's combined interview scores from each Selection Committee Member. Contractors will be notified in writing of the ranking results. Only one firm (Contractor) will be selected and ranked as number 1 for environmental compliance and support services.

(END OF SECTION)

SECTION 4 – ADMINISTRATIVE PROCESS AND REQUIREMENTS

4.1 AGREEMENT FOR SERVICES

- 4.1.1 The number one ranked (selected) Contractor will be notified in writing and be provided information for entering into the Agreement.
- 4.1.2 The selected Contractor, with which DPR successfully negotiated, shall be required to execute an Agreement (*See Attachment C, "Sample Agreement", Item 1 Standard Agreement*). The Standard Agreement shall include the agreement terms and conditions of this RFQ. Contractor shall execute the required number of copies of the Agreement documents and return them within seven (7) calendar days, after Contractor has received written notice of the successfully negotiated agreement.

DPR reserves the right to modify or update the Standard Agreement in the interest of DPR, in whole or in part, at any time up to the negotiation of the Agreement with the Contractor. By submitting for this RFQ, the prospective Contractor and its key subcontractors acknowledge that a) the project team will provide the services required in the Agreement, and b) have no objection to the Standard Agreement.

- 4.1.3 DPR will determine the Environmental Professional Services required on a project-by project basis. As a project becomes available in OHMVR, Contractor shall be notified and provided a Work Order Request. Negotiations will follow at which time Contractor will be asked to submit a detailed fee schedule for the project specific Work Order. DPR will attempt to negotiate a satisfactory Agreement and reasonable fee for the services needed.
- 4.1.4 If a satisfactory contractual agreement on services and compensation cannot be reached between DPR and the selected Contractor, DPR reserves the right to terminate negotiations with the selected Contractor and attempt to reach satisfactory contractual agreement with the remaining qualified Contractors in order of their ranking.

4.2 INSURANCE REQUIREMENTS

- 4.2.1 Contractor shall be required to furnish evidence of insurance according to requirements included in Exhibit D. (*See Attachment C, "Sample Agreement", Item 1 Standard Agreement, Exhibit D - Special Terms and Conditions, paragraph 1 "Insurance Requirements" (Form DPR 605AE)*).

4.3 DISABLED VETERAN BUSINESS ENTERPRISE REQUIREMENTS

- 4.3.1 DPR requires a participation goal of a minimum six percent (6%) for Disabled Veteran Business Enterprises (DVBEs). The selected Contractor shall be required to demonstrate DVBE compliance. (*See Attachment B, "Sample Agreement", Item 2a, Bidder Declaration (GSPD-05-105)*).

- 4.3.2 Information about DVBE resources can be found at [Office of Small Business and Disabled Veteran Business Enterprise Services \(ca.gov\)](https://www.sba.gov) or by calling the Office of Small Business and DVBE Certification at (916) 375-4940.
- 4.3.3 Compliance forms for this purpose will be provided at the time the Standard Agreement documentation is sent to Contractor for execution. *(See Attachment B "Sample Agreement", Form 3, Disabled Veteran Business Enterprise Notice – Participation Requirement for Request for Qualifications (DPR 489RFQ)).*
- 4.3.4 DVBE documentation **is not** submitted with the SOQ. However, documentation will be required of selected Contractor at time the Standard Agreement is signed.

(END OF SECTION)

Attachment A: Request for Qualifications Document Checklist

A complete proposal or proposal package shall consist of the items identified below. Place this checklist behind your proposal Table of Contents with all the other required documentation to ensure responsiveness to this Request for Qualifications

✓	Document
_____	RFQ document Checklist (this document)
_____	Schedule of Rates
_____	Disabled Veteran Business Enterprise Notice (DPR479RFQ)
_____	Bidder Declaration (GSPD-05-105)
_____	Disabled Veteran Business Declarations (Std 843)
_____	CUF Bidder Certification (DPR 87)
_____	Darfur Contracting Act (DPR74)
_____	Artificial Intelligence Disclosure Form (DPR97B)
_____	CA Civil Rights Law Cert (DGS OLS 04)
_____	Architect-Engineer Qualifications (Standard Form 330)
_____	Payee Data Record (Std 204 and DPR 88)
_____	CCC 04-2017
_____	Resumes for Key Personnel
_____	Adhered to all submission requirements for RFQ

Attachment B: Location of Potential Projects

- Carnegie SVRA
- Clay Pit SVRA
- Heber Dunes SVRA
- Hollister Hills SVRA
- Hungry Valley SVRA
- Oceano Dunes SVRA
- Ocotillo Wells SVRA
- Prairie City SVRA
- Onyx Ranch SVRA
- Various project areas in National Forest, Bureau of Land Management areas, local agencies, and non-profit partners that offer OHV recreation and supported through the OHMVR Grants and Cooperative Agreements program
- Over Snow Vehicle recreation areas in National Forests

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.

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

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

[Click to hyperlink to DGS WEBSITE for STD 204](#)
REQUIRED for all vendors

[Click to hyperlink to DGS WEBSITE for STD 205](#)
Additional: **STD. 205 Required if Remittance Address
is different than Mailing Address or if Supplier has
multiple Remittance Addresses

FOR DEPARTMENT USE ONLY
UPLOAD TO SUPPLIER RECORD IN FISCAL

PAYEE DATA RECORD SUPPLEMENT

GOODS VS. SERVICES

All suppliers doing business with the Department of Parks and Recreation must complete this form.

Vendor Information

PAYEE'S LEGAL BUSINESS NAME <i>(Type or Print)</i>	TAX ID NUMBER
--	---------------

Submission Checklist

Upon completion, submit to the requesting department listed in box/section 6 of the attached STD. 204:

- STD. 204, Payee Data Record
- STD. 205, Payee Data Record Supplement (If applicable) (Remit-to Address: different than Mailing, or multiple)
- DPR 88, Payee Data Record Supplement - Goods vs. Services

Will tangible goods be provided?

Yes
 Attach:


- Seller's Permit (No. _____)
- Certificate of Registration (No. _____)
- NO ATTACHMENT NEEDED**
 - No inventory or sales staff in CA.

No
 No additional attachments needed.

Certificate of Acceptance

When doing business with the Department of Parks and Recreation I accept and will abide by the State's IT General Provisions or General Provisions Non-IT Commodities, as applicable, located on the internet at www.pd.dgs.ca.gov/modellang/GeneralProvisions.htm.

Authorized Representative - complete and sign (REQUIRED)

AUTHORIZED REPRESENTATIVE'S SIGNATURE 	PRINTED NAME
EXECUTED IN THE COUNTY AND STATE OF	DATE

DPR 88, PAYEE DATA RECORD SUPPLEMENT (GOODS VS. SERVICES) INSTRUCTIONS

All current and potential vendors/suppliers must have completed **both** the STD. 204 and DPR 88 in its entirety prior to commencing business with the Department of Parks and Recreation (DPR). STD. 205 is optional dependent upon remittance information (see form for details).

DEPARTMENT INSTRUCTIONS

Send DPR 88, STD. 204 (with section 6 pre-filled on the STD. 204), and STD. 205 to vendor/supplier for completion. Fill in Supplier ID if known in appropriate box in the top, right corner of the DPR 88. Once forms are returned, check for completeness. Resend to vendor/supplier if necessary until all information, signatures and attachments are included.

Once complete, upload into the FI\$Cal Systems Supplier Record for FI\$Cal review and approval.

Original forms must be retained in the procurement file at the District/Section level.

DPR 88 COMPLETION INSTRUCTIONS FOR VENDOR/SUPPLIER

Complete all required information and return form to the requesting department listed in Box/Section 6 of the STD. 204.

Upon completion, submit to the requesting department listed in box/section 6 of the attached STD. 204:

- STD. 204, Payee Data Record
- STD. 205, Payee Data Record Supplement (Remit-to Address: multiple or different than Mailing Address)
- DPR 88, Payee Data Record Supplement

check when finished with each form

Will tangible goods be provided?

Yes *If yes, complete the appropriate checkbox below*

Attach:

- Seller's Permit (No. _____)
- Certificate of Registration (No. _____)
- NO ATTACHMENT NEEDED**
- No inventory or sales staff in CA.

No *If no tangible goods provided, skip to Authorized Representative Section.*

No additional attachments needed.

If you have inventory or sales staff in CA, choose appropriate checkbox, enter permit or certificate no. in space provided, & attach copy of permit/cert.

If you do NOT have inventory or sales staff in CA, check here and no additional attachments are needed.

Authorized Representative - complete and sign (REQUIRED)

AUTHORIZED REPRESENTATIVE'S SIGNATURE	PRINTED NAME
EXECUTED IN THE COUNTY AND STATE	DATE
<i>This section must be signed with all boxes/fields completed.</i>	

DEPARTMENT OF PARKS AND RECREATION

Disabled Veteran Business Enterprise (DVBE) Notice

DVBE Incentive for Request for Proposal (RFP), Primary 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/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise

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

3. **Commercially Useful Function Definition (CUF)**

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

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

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

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

5. Who is eligible to receive the incentive?

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

6. Reporting Requirement

- a. If, for this agreement, a contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, within 60 days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in this agreement) the contractor must certify in a report to the awarding department:
 - i) the total amount the prime contractor received under the contract
 - ii) the name and address of the DVBE(s) that participated in the performance of the contract
 - iii) the amount each DVBE received from the prime contractor
 - iv) that all payments under the contract have been made to the DVBE(s)
 - v) the actual percentage of DVBE participation that was achieved
- b. Contractor is required to report to DPR the actual dollars spent with each DVBE subcontractor on form DPR 489. If awarded the contract you will receive this form at the completion of the contract. Failure to submit a completed DPR 489, as applicable, will deem the contractor non-compliant to the state contract and will be subject to civil penalty under MVC 999.5 (d).

7. Documentation

- a. Bidders must document DVBE participation commitment by completing and submitting the following forms:
 - 1) DPR 486, Bidder's DVBE Participation: The DPR 486 is used to document the proposed prime contractor and subcontractors, including their roles and responsibilities. **The form must be submitted with the bid package.** If there is a discrepancy between the declared dollar amount and percentage of bid for DVBE participation then the percentage shall prevail.
 - 2) DGS PD 843: All disabled veteran owners and disabled veteran managers of the DVBE must complete the form and submit it with the bid package. A DGS PD 843 needs to be submitted by every DVBE supplier who is part of a bid whether they are the prime contractor or subcontractor.
- b. Bids that fail to submit the completed required forms to confirm the level of DVBE participation will not be eligible to receive the DVBE incentive. Clerical and typographical errors on these forms may be corrected at the State's sole discretion.
- c. Information submitted by the bidders to claim the DVBE incentive(s) will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the 2 CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and/or contract termination.

8. How does the DVBE Incentive Program Work?

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

c. Table A – RFP Primary (aka Low Price) Method

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

9. Computation Method

Primary (aka Low Price) Method

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

10. Substitution of Proposed DVBE

- a. If awarded the contract, the DVBE subcontractors and/or contractors proposed by bidder must be used unless prior written notice of substitution is provided to the state and the state approves such substitution.
- b. The notice must include a minimum of: (1) a written explanation of the reason for the substitution; and (2) an updated DPR 486 must be submitted to the award office of Department of Parks and Recreation. The substitution request must be approved before the substitution can take place.
- c. Failure to adhere to at least the DVBE participation proposed by the successful bidder may be cause for contract termination and recovery of damages under the rights and remedies due the state under the default section of the contract.
- d. Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veterans Code (MVC) 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the State. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.
- e. Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC § 999.9; Public Contract Code (PCC) § 10115.10, or PCC § 4110 (applies to public works only).

11. To locate DVBE contractors:

- a. Contact the department's contracting official named in this solicitation for any DVBE contractors who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify DVBE contractors for the solicitation. You may also contact the department's SB/DVBE Advocate for assistance – www.parks.ca.gov/advocate.
- b. Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD) online certified firm database at:
<https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx?psNewWin=true>
Search by "Keywords" or United Nations Standard Products and Services Codes (UNSPSC), that apply to the elements of work you want to subcontract to a DVBE.
- c. Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at:
www.Caleprocure.ca.gov .
- d. The State of California, Department of General Services, Procurement Division, Office of Small Business and DVBE Services (OSDS) offers many services that assist contractor/business owners with a variety of information designed to streamline the State contracting process. OSDS also

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

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

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) DVBE Documentation Checklist

1. The State of California acknowledges the service and sacrifice of its disabled veterans, in part, through the “Disabled Veteran Business Enterprise (DVBE) Participation Program.” As mandated 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** (DPR 486 AND DGS PD 843) MUST RESULT IN DISQUALIFICATION FROM FURTHER PARTICIPATION IN THE SELECTION PROCESS FOR THE CONTRACT.
4. The following checklist is provided to assist bidders with their DVBE participation documentation:

a. DPR 486 - Part 1

- All DVBE participation is indicated
- The names of each participating DVBE company is listed with the dollar value and applied percentage of the bid.
- A copy of the printout from eProcurement system showing the company’s DVBE certification status.
- The DVBE participation percentage listed agrees with the dollar value claimed.

b. DPR 486 - Part 2

- Signed “Bidder’s Certification”

c. DGS PD 843

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

BIDDER 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?
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

BIDDER DECLARATION Instructions

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

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

Microbusiness (MB)

Small Business (SB)

Nonprofit Veteran Service Agency (NVSA)

Disabled Veteran Business Enterprise (DVBE)

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

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

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

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

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

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

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

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, OVBE or None)-If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.pd.dgs.ca.gov).

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

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

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

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

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

Enter "N/A" if the:

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

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

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

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

Pursuant to Public Contract Code section 20109 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 \$1,000,000 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 19, 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 19, 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
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By (Authorized Signature)

Printed Name and Title of Person Signing

Executed In the County of	Executed In the State of
---------------------------	--------------------------

Date Executed

ARCHITECT-ENGINEER QUALIFICATIONS**OMB Control Number: 9000-0157****Expiration Date: 1/31/2027**

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC§ 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0157. We estimate that it will take 29 hours (25 hours for part 1 and 4 hours for Part 2) to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by 40 U.S.C. chapter 11, Selection of Architects Engineers, and Part 36 of the Federal Acquisition Regulation (FAR).

The Selection of Architects and Engineers statute requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

DEFINITIONS

Architect-Engineer Services: Defined in FAR 2.101.

Branch Office: A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

Discipline: Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

Firm: Defined in FAR 36.102.

Key Personnel: Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

SPECIFIC INSTRUCTIONS**Part I - Contract-Specific Qualifications****Section A. Contract Information.**

1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. Public Notice Date. Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. Solicitation or Project Number. Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

Section B. Architect-Engineer Point of Contact.

4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract.

Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)"). Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for this Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.

13. Role in this contract. Self-explanatory.

14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for this Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to this Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contact Telephone Number. Self-explanatory.

24. Brief Description of Project and Relevance to this Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

Department of Parks and Recreation

25. Firms from Section C Involved with this Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in this Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

Section H. Additional Information.

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

Section I. Authorized Representative.

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

SAMPLE ENTRIES FOR SECTION G (MATRIX)

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.)									
			2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mechanical Engineer	X	X	X	X						
Tara C. Donovan	Chief Electrical Engineer	X	X		X						

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)	NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)
	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport, RI

Part II - General Qualifications

See the "**General Instructions**" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. Unique Entity Identifier. Insert the unique entity identifier issued by the entity designated at SAM. See FAR part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated unique entity identifier. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

List of Disciplines (*Function Codes*)

Code	Description	Code	Description
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	GADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

List of Experience Categories (*Profile Codes*)

Code	Description	Code	Description
A01	Acoustics, Noise Abatement	E01	Ecological & Archeological Investigations
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development; Grain Storage; Farm Mechanization	E03	Electrical Studies and Design
A04	Air Pollution Control	E04	Electronics
A05	Airports; Nav aids; Airport Lighting; Aircraft Fueling	E05	Elevators; Escalators; People-Movers
A06	Airports; Terminals and Hangars; Freight Handling	E06	Embassies and Chanceries
A07	Arctic Facilities	E07	Energy Conservation; New Energy Sources
A08	Animal Facilities	E08	Engineering Economics
A09	Anti-Terrorism/Force Protection	E09	Environmental Impact Studies, Assessments or Statements
A10	Asbestos Abatement	E10	Environmental and Natural Resource Mapping
A11	Auditoriums & Theaters	E11	Environmental Planning
A12	Automation; Controls; Instrumentation	E12	Environmental Remediation
B01	Barracks; Dormitories	E13	Environmental Testing and Analysis
B02	Bridges	F01	Fallout Shelters; Blast-Resistant Design
C01	Cartography	F02	Field Houses; Gyms; Stadiums
C02	Cemeteries (<i>Planning & Relocation</i>)	F03	Fire Protection
C03	Charting: Nautical and Aeronautical	F04	Fisheries; Fish ladders
C04	Chemical Processing & Storage	F05	Forensic Engineering
C05	Child Care/Development Facilities	F06	Forestry & Forest products
C06	Churches; Chapels	G01	Garages; Vehicle Maintenance Facilities; Parking Decks
C07	Coastal Engineering	G02	Gas Systems (Propane; Natural, Etc.)
C08	Codes; Standards; Ordinances	G03	Geodetic Surveying: Ground and Air-borne
C09	Cold Storage; Refrigeration and Fast Freeze	G04	Geographic Information System Services: Development, Analysis, and Data Collection
C10	Commercial Building (<i>low rise</i>) ; Shopping Centers	G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
C11	Community Facilities	G06	Graphic Design
C12	Communications Systems; TV; Microwave	H01	Harbors; Jetties; Piers, Ship Terminal Facilities
C13	Computer Facilities; Computer Service	H02	Hazardous Materials Handling and Storage
C14	Conservation and Resource Management	H03	Hazardous, Toxic, Radioactive Waste Remediation
C15	Construction Management	H04	Heating; Ventilating; Air Conditioning
C16	Construction Surveying	H05	Health Systems Planning
C17	Corrosion Control; Cathodic Protection; Electrolysis	H06	Highrise; Air-Rights-Type Buildings
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting	H07	Highways; Streets; Airfield Paving; Parking Lots
C19	Cryogenic Facilities	H08	Historical Preservation
D01	Dams (<i>Concrete; Arch</i>)	H09	Hospital & Medical Facilities
D02	Dams (<i>Earth; Rock</i>); Dikes; Levees	H10	Hotels; Motels
D03	Desalinization (<i>Process & Facilities</i>)	H11	Housing (<i>Residential, Multi-Family; Apartments; Condominiums</i>)
D04	Design-Build - Preparation of Requests for Proposals	H12	Hydraulics & Pneumatics
D05	Digital Elevation and Terrain Model Development	H13	Hydrographic Surveying
D06	Digital Orthophotography		
D07	Dining Halls; Clubs; Restaurants		
D08	Dredging Studies and Design		

Code	Description	Code	Description
101	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
102	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
103	Industrial Waste Treatment	P11	Postal Facilities
104	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
105	Interior Design; Space Planning	P13	Public Safety Facilities
106	Irrigation; Drainage		
J01	Judicial and Courtroom Facilities	R01	Radar; Sonar; Radio & Radar Telescopes
L01	Laboratories; Medical Research Facilities	R02	Radio Frequency Systems & Shieldings
L02	Land Surveying	R03	Railroad; Rapid Transit
L03	Landscape Architecture	R04	Recreation Facilities (Parks, Marinas, Etc.)
L04	Libraries; Museums; Galleries	R05	Refrigeration Plants/Systems
L05	Lighting (Interior; Display; Theater, Etc.)	R06	Rehabilitation (Buildings; Structures; Facilities)
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)	RO?	Remote Sensing
M01	Mapping Location/Addressing Systems	ROB	Research Facilities
M02	Materials Handling Systems; Conveyors; Sorters	R09	Resources Recovery; Recycling
M03	Metallurgy	R10	Risk Analysis
M04	Microclimatology; Tropical Engineering	R11	Rivers; Canals; Waterways; Flood Control
M05	Military Design Standards	R12	Roofing
M06	Mining & Mineralogy	S01	Safety Engineering; Accident Studies; OSHA Studies
MO?	Missile Facilities (Silos; Fuels; Transport)	S02	Security Systems; Intruder & Smoke Detection
MOB	Modular Systems Design; Pre-Fabricated Structures or Components	S03	Seismic Designs & Studies
		S04	Sewage Collection, Treatment and Disposal
		S05	Soils & Geologic Studies; Foundations
N01	Naval Architecture; Off-Shore Platforms	S06	Solar Energy Utilization
N02	Navigation Structures; Locks	SO?	Solid Wastes; Incineration; Landfill
N03	Nuclear Facilities; Nuclear Shielding	SOB	Special Environments; Clean Rooms, Etc.
001	Office Buildings; Industrial Parks	S09	Structural Design; Special Structures
002	Oceanographic Engineering	S10	Surveying; Platting; Mapping; Flood Plain Studies
003	Ordnance; Munitions; Special Weapons	S11	Sustainable Design
		S12	Swimming Pools
P01	Petroleum Exploration; Refining	S13	Storm Water Handling & Facilities
P02	Petroleum and Fuel (Storage and Distribution)	T01	Telephone Systems (<i>Rural; Mobile; Intercom, Etc.</i>)
P03	Photogrammetry	T02	Testing & Inspection Services
P04	Pipelines (Cross-Country - Liquid & Gas)	T03	Traffic & Transportation Engineering
P05	Planning (Community, Regional, Areawide and State)	T04	Topographic Surveying and Mapping
P06	Planning (Site, Installation, and Project)	T05	Towers (<i>Self-Supporting & Guyed Systems</i>)
PO?	Plumbing & Piping Design	T06	Tunnels & Subways
P0B	Prisons & Correctional Facilities		

Code	Description
U01	Unexploded Ordnance Remediation
U02	Urban Renewals; Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

ARCHITECT-ENGINEER QUALIFICATIONS

PART 1- CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION <i>(City and State)</i>		
2. PUBLIC NOTICE DATE	3. SOLICITATION OR PROJECT NUMBER	

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE		
5. NAME OF FIRM		
6. TELEPHONE NUMBER	7. FAX NUMBER	8. E-MAIL ADDRESS

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check)				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V	PARTNER	SUBCON-TRACTOR			
a.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
b.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

D *(Attached)*

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM

15. FIRM NAME AND LOCATION *(City and State)*

16. EDUCATION <i>(Degree and Specialization)</i>	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>
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18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>

a. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE Check if project performed with current firm

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>

b. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE Check if project performed with current firm

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>

c. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE Check if project performed with current firm

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>

d. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE Check if project performed with current firm

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>

e. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE Check if project performed with current firm

Department of Parks and Recreation

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT*(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*

20. EXAMPLE PROJECT KEY NUMBER

21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)***25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE

Contractor Certification Clauses

CCC 02/2025

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
---------------	---------------------------

CONTRACTOR CERTIFICATION CLAUSES

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

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;

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

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

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

 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,

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

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

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

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

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

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

6. SWEATFREE CODE OF CONDUCT:

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

b. The contractor agrees to cooperate fully⁴⁵in 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.

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.

D 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.

D 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.

D 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.

D 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)

Contractor's Name:

Agreement Number:

Page: 1 of 1

Attachment C

**EXHIBIT A — A & E SERVICES
(Standard Agreement)**

SCOPE OF WORK

1. Pursuant to Government Code Sections 4525-4529 and California Code of Regulations, Title 14, Sections 4725-4736, the State does hereby engage Contractor to furnish all materials, labor and incidentals to provide **XXXXX Professional Services** for the State.

2. The **XXXX Professional Services** shall be for the Various **State Vehicular Recreation Area projects** throughout California State Parks, **DISTRICT/UNIT NAME**.

3. The services shall be conducted during Contractor's normal work hours of Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding State observed holidays.

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

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

There shall be no change in the Contractor's Project Manager or members of the project team, without written approval by the State. Changes to, or deviations from the Contract Documents shall not be made, unless approved in writing by the Agreement Representative.

Contractor's Name:
 Agreement Number:
 Page: 1 of 2

EXHIBIT B — A & E SERVICES (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 in accordance with the payment terms indicated in Paragraph C, below.
- B. Separate Invoices for each Work Order shall be submitted and shall include the Agreement Number and Work Order Number and shall not be submitted more frequently than monthly arrears to:

Name
 Department of Parks and Recreation
 District/Division
 Street Address / PO box
 Invoices should also be emailed to: XXX.xxxxx@park.ca.gov

- C. Prior to assignment of each Project, the State will provide a project-specific scope of service Work Order (see sample in Exhibit B, Attachment I). Contractor shall submit a Cost Proposal indicating the number of hours and travel costs necessary to provide **XXXX Professional Services** for the specific project **District/Unit Name**. The Cost Proposal shall be subject to DPR approval. For services satisfactorily performed, and in accordance with the terms of this Agreement, DPR agrees to pay Contractor based on a Fixed Fee as negotiated and agreed upon by Contractor and DPR which fixed amounts shall be listed in the Work Order. Total compensation shall be listed in the Work Order. Total compensation shall be based upon the fixed amounts which shall include full compensation for all Contractor's services and expenses including travel and per diem or any other direct or indirect expenses incident to providing the services.

Contractor shall be paid monthly in arrears upon receipt and approval by DPR's Project Representative, or designee, of an itemized invoice. Payment shall be based on the percentages of work accomplished for the individual Work Orders. From amount earned for each Work Order there shall be retained from each progress payment an amount equal to ten percent (10%). One hundred percent (100%) of the payment shall be made upon acceptance and approval by DPR of successfully completed services for each individual Work Order.

DPR makes no guarantee, either written or implied, as to the actual number of projects prosecuted under this Agreement nor the actual total amount of funds paid to Contractor.

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.

**EXHIBIT B — A&E SERVICES
(Standard Agreement)**

Contractor's Name:

Agreement Number:

Page: 2 of 2 **EXHIBIT B — A & E SERVICES
(Standard Agreement)****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 individual work orders, unless a later or alternate deadline is agreed to in writing by the project representative. Said invoice should be clearly marked with work order number and "Final Invoice," 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 individual work orders.

5. Disabled Veterans Participation Goals

- A. Upon completion of an award 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 (\$10,000) from the final payment, or the full payment if less than ten thousand dollar (\$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.

Contractor's Name:
 Agreement Number:
 Page: 1 of 6

**EXHIBIT D — A & E 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 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 bodily injury, property damage, and personal injury with limits not less than \$1,000,000 per occurrence and \$2,000,000 general 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 per 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.

Professional Liability/Errors and Omissions: Contractor shall maintain Professional Liability at \$1,000,000 per occurrence and \$3,000,000 aggregate covering any damages caused by a negligent error, act, or omission.

C. Endorsements (The following endorsements must appear on the Certificate of Insurance.)

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

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

D. Contractor's Additional Responsibilities

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

**EXHIBIT D — A&E SERVICES
(Standard Agreement)**

Contractor's Name:

Agreement Number:

Page: 2 of 6

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 — A&E SERVICES
(Standard Agreement)**

Contractor's Name:

Agreement Number:

Page: 3 of 6 **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. 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 directly or indirectly employed by any of them as it is for the acts and omissions of persons 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

7. 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

**EXHIBIT D — A&E SERVICES
(Standard Agreement)**

Contractor's Name:

Agreement Number:

Page: 4 o 6

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,

9. Conflict of Interest (FPPC Form 700)

Contractor hereby acknowledges that it has obtained the Fair Political Practices Commission Form 700, "State of Economic Interests" via www.fppc.ca.gov and reviewed a copy of the Department's Conflict of Interest Code and, specifically, has reviewed the categories and disclosures required of consultants to the Department.

10. Indemnification (Paragraph Number 5, of the General Terms and Conditions (GTC 02-2025) is hereby replaced with the following indemnification provision)

Contractor shall indemnify, protect, defend, and hold State, its affiliates, agents and employees harmless from all liability and loss due to or arising out of or in connection with injury (including death) to any person, including Contractor's employees, agents, consultants and representatives, or damage to any property at any time during or after the performance of the work as a result of the willful misconduct, acts, errors, omissions or negligent acts of Contractor, its consultants, agents, servants or employees. Contractor shall defend all suits or claims alleging such injury or damages and shall pay all charges of attorneys, court costs and all other costs and expenses of defense. The provisions of this Section shall survive Final Acceptance of the Work.

11. Errors and Omissions

In the event of the commission of any negligent act, error or omission or the default by Contractor in the performance of any of its duties or obligations under this agreement, Contractor shall, without cost or expense to State, make such corrections or revisions to the documents prepared by Contractor hereunder as may be necessary to rectify such error or omission or the effects of such default, and State shall withhold any premium costs and expenses which State incurs on account of Contractor's failure to perform its services according to the professional standard. Contractor shall promptly reimburse State for such premium costs and expenses which are not withheld by State as provided above. Contractor and State agree that if a dispute arises over whether an act of Contractor constitutes negligence, both will promptly meet and confer with each other regarding the existence or nonexistence or allocation of such negligence. In the event State makes a claim here under for premium costs and expenses, the parties shall, as soon

**EXHIBIT D — A&E SERVICES
(Standard Agreement)**

Contractor's Name:

Agreement Number:

Page: 5 of 6

as possible thereafter, meet and confer, consult and advise in good faith with a view towards reaching agreement with respect to the amounts (if any) of the premium costs and expenses for which Contractor shall be responsible hereunder. As used herein, "premium costs and expenses" shall mean those costs and expenses incurred by State on account of an error or omission or default by Contractor as herein specified which would not have been incurred but for such error or omission or default. Specifically by way of example but not limitation, premium costs and expenses include uncovering, demolition and reworking of work previously completed, overtime work necessary to make corrections to the work and restocking charges levied by material suppliers or subcontractors for return of materials and supplies. As used herein, "error and omission" and "default" by Contractor includes negligent acts, errors and omissions of Contractor which are caused by the negligent act of Contractor, non-conformance of the contract documents with applicable laws, negligent ambiguities, errors or inconsistencies in the contract documents resulting from the negligence of Contractor, or in any work not sufficiently detailed or explained therein, or the negligent failure of Contractor to properly coordinate or conform its documents with those of other persons as specified in this agreement.

12. Confidentiality of Data:

Contractor shall not issue any news releases or public relations item of any nature whatsoever regarding work performed under this contract without prior review of the contents thereof by State and receipt of State's written permission.

13. Death or Incapacity:

If Contractor transacts business as an individual, and not as a corporation, Contractor's death or incapacity shall automatically terminate this contract as of the date of such event. Neither Contractor nor Contractor's estate shall have any further right to perform hereunder, and State shall pay Contractor or Contractor's estate the compensation payable for any services rendered prior to such termination not heretofore paid reduced by the amount of additional costs incurred by State because of such termination.

14. Limitation of Service:

The State does not assume any obligation to employ the Contractor's services or pay Contractor royalties of any type as to future programs which may result from the work performed under this contract.

15. Notices:

Any notice may be served effectually upon the State or Contractor by certified mail addressed as set forth on page one of Exhibit A, or such other address as State or Contractor may designate by written notice served upon the other.

16. Reports and/or Meetings:

Contractor shall submit progress reports or otherwise contact State's Project Manager on a routine basis during the course of the work. These reports will determine if the project is on schedule and will also officially document any difficulties or special problems encountered in the fulfillment of the contract obligations, so that remedies may be found.

17. Unlawful Considerations:

Contractor warrants that the contract was not obtained or secured through rebates, kickbacks or other unlawful considerations either promised or paid to any state employee. Contractor agrees that failure to adhere to this warranty may be cause for contract termination and recovery of damages due State.

**EXHIBIT D — A&E SERVICES
(Standard Agreement)**

Contractor's Name:

Agreement Number:

Page: 6 of 6 **18. Executive Order N-6-22 – Russia Sanctions**

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

SAMPLE

Contractor's Name:
 Agreement Number:

**EXHIBIT B, ATTACHMENT I
 WORK ORDER**

**PROJECT SPECIFIC SCOPE OF SERVICES
 Environmental Professional Services**

Project:	Work Order Date:
Park Unit:	Work Order Amt:
District:	Work Order #:
Project No.:	Start Date:
PCA Number:	Finish Date:

CONTACTS:

Department of Parks and Recreation

Name:
Title:
Unit:
Address:

MIG
Name:
Title:
Address:

Telephone:
Cell Phone:
Fax:
E-Mail:

Telephone:
Cell Phone:
Fax:
E-Mail:

Scope of Work -

<u>Task</u>	<u>Deliverable</u>	<u>Fee</u>
-------------	--------------------	------------

TOTAL THIS WORK ORDER----->

This work order implements and is hereby made a part of Agreement Number

All items shown on this Work Order shall be delivered in accordance with the attached schedule.

This work order is agreed to and accepted by:

DEPARTMENT OF PARKS AND RECREATION

MIG

 DPR Contract Manager Date

 Contractor's Designated Manager Date

Attachment A, Attachment 1**Scope of Work for Environmental Professional Services****Locations of Potential Projects**

Some tasks will require the contractor to be on location at the nine State Vehicular Recreation Areas (SVRAs), Over Snow Vehicle recreation areas in various National Forests in California, and at project areas for grantees of the Grants and Cooperative Agreements Program throughout California.

Potential project locations include:

- Carnegie SVRA
- Clay Pit SVRA
- Heber Dunes SVRA
- Hollister Hills SVRA
- Hungry Valley SVRA
- Oceano Dunes SVRA
- Ocotillo Wells SVRA
- Prairie City SVRA
- Onyx Ranch SVRA
- Various project areas in National Forest, Bureau of Land Management areas, local agencies, and non-profit partners that offer OHV recreation and supported through the Grants and Cooperative Agreements Program
- Over Snow Vehicle recreation areas in National Forests

Description of Potential Projects

Potential projects will focus on ensuring environmental compliance for programs administered by the OHMVR Division and may include writing and reviewing CEQA documents for varying complexities and types of projects, reviewing NEPA documents, reviewing documents required pursuant to the Grants and Cooperative Agreements Program (14 CCR §§ 4970 et Seq.), assisting with the development and review of regulations pertaining to the Grants and Cooperative Agreements Program, developing Habitat Conservation Plans, developing Natural Community Conservation Plans, reviewing Wildlife Habitat Protection Plans (Public Resources Code §§ 5090 et Seq.), assisting with preparing and reviewing documents pertaining to air quality, providing consultation on complex environmental issues, ensuring compliance with the California and Federal Endangered Species Acts, presenting at and coordinating public meetings, and providing assistance with wildlife and habitat monitoring for various taxa throughout California.

Contractor will serve as on-call and specific projects will be assigned through Work Order Requests.

Projected Timetable

Some tasks described in this scope of work will occur regularly, monthly or annually for the life of the contract, while others will occur on an as needed basis. Tasks for the contractor will be initiated through Work Order Requests and authorized by the OHMVR Division contract manager.

Scope of Basic Services

The contractor shall provide on-call assistance to the OHMVR Division on all aspects of environmental compliance pertaining to programs administered by the Division. The contractor will perform a full range of environmental reviews, provide regulatory support consulting services, and will provide specialized environmental/biological monitors. This may include but is not limited to compliance with the California Environmental Quality Act (CEQA), compliance with the National Environmental Policy Act (NEPA), compliance with the California and federal Endangered Species Acts, development of regulations for the Grants and Cooperative Agreements Program, site visits as needed, and compliance with other statutes as they relate to programs administered by the OHMVR Division.

Tasks and Deliverables

Task 1 – OHMVR Division Coordination and Reporting

Contractor shall participate in monthly meetings, either virtually or in-person, to coordinate with the OHMVR Division contract manager and to provide updates and/or issues on assigned projects and current tasks. The contractor shall brief the OHMVR Division on any legal and/or regulatory actions (ex. Species listing status changes, changes to CEQA case law) that may be relevant to any of the programs administered by the OHMVR Division.

Deliverables: Meeting agendas, meeting notes, budget updates, and project/task updates.

Deliverable Time Schedule: Once monthly for 36 months.

Task 2 – OHMVR Division Grants and Cooperative Agreements (Grants) Program Support

The OHMVR Division administers the annual Grants and Cooperative Agreements Program that provides financial support for various types of projects to eligible applicants. The Grants Program has specific statutory and regulatory environmental requirements. The number of grants awarded may vary annually and the workload may fluctuate accordingly. The contractor shall attend grant cycle planning meetings, assist with preliminary

application review, assist with final application review, assist with Habitat Management Program (HMP) review, assist with CEQA review and consult on projects that may need additional CEQA review, and attend bi-weekly one-hour meetings during the final application review period (typically three to five months). Contractor will visit grantee project areas annually (typically two visits per year) to ensure full compliance with the HMP. Contractor will write site visit reports and submit them to the Contract Manager at OHMVR Division.

Specific subtasks and deliverables as it relate to the Grants Program are described below.

Task 2.1 – Grants Program Preliminary and Final Application Review

Contractor shall assist the OHMVR Division Environmental Compliance team in reviewing preliminary applications, final applications, Habitat Management Programs (HMPs), and Environmental Review Data Sheets (ERDS) for the Grants Program to ensure compliance with Title 14 of the California Code of Regulations (CCR) Section 4970 *et seq.*, the Public Resources Code (PRC) Section 5090 *et seq.*, the California Environmental Quality Act (CEQA), and the National Environmental Policy Act (NEPA). Contractor will be assigned applications to review by OHMVR Division staff. The number of applications will vary annually but typically consists of fewer than 10 projects to review. Contractor will review applications to determine if specific documents required by PRC and CCR are needed based on the activities described in the application. Contractor will coordinate with OHMVR Division staff on project reviews weekly.

Contractor will review preliminary applications to determine if the HMP is required for the final application. Contractor will review project deliverables and project descriptions. Contractor will note any projects that may not be exempt from further CEQA review.

Contractor will attend bi-weekly one-hour meetings with OHMVR Division staff to discuss issues and provide updates on progress during final application review (typically three to five months).

Contractor will communicate directly with project applicants for any clarification needed on specific projects.

Contractor will review HMPs submitted by applicants to support specific projects. Contractor shall apply biological expertise and professional judgement to ensure the validity of responses and to ensure HMPs comply with regulatory and statutory requirements. Contractor will follow processes established by the OHMVR Division for documenting and tracking progress of reviews.

Contractor will review the ERDS submitted as part of the final application review process. Responses to the ERDS are provided by the applicant and are vetted by the OHMVR Division and the contractor to identify potential exceptions to the use of a CEQA exemption. A CEQA Notice of Exemption (NOE) is commonly used to satisfy CEQA compliance, however, additional CEQA may be required at times.

Deliverables: Contractor will document all reviews according to OHMVR Division procedures. Contractor will save all correspondence and documents to the project file. Contractor will fill out applicable HMP and CEQA review forms.

Deliverable Time Schedule: Deliverables associated with this task generally span March through October but may vary depending on the assigned projects and the complexities of them. Preliminary application reviews are due by the end of March. Final application reviews begin in June. Review forms and CEQA compliance (for NOEs) are due by the end of October.

Task 2.2 – Grants Program CEQA Compliance and CEQA Document Preparation

Upon completing application and CEQA review for grant applications, contractor will develop the appropriate document to demonstrate CEQA compliance. This is typically, but not always, a Notice of Exemption. Contractor shall write NOEs for projects assigned to them.

Contractor and OHMVR Division Contract Manager may determine that a project requires additional CEQA review. Depending on the project, the Contractor will prepare the appropriate CEQA document (Initial Study and Negative Declaration, Mitigated Negative Declaration, or Environmental Impact Report). The OHMVR Division anticipates four or fewer CEQA documents (excluding the preparation of NOEs) per grant cycle.

Contractor will solicit supplemental data as needed from applicants.

Contractor will train OHMVR staff or assist OHMVR Division staff in the preparation of CEQA documents, as requested.

Contractor will review all CEQA determinations and NOEs developed by the OHMVR Division prior to submission to the State Clearing House.

Contractor will facilitate all facets of CEQA compliance including Tribal Consultation pursuant to Assembly Bill 52 and public distribution and review.

To streamline environmental review, Contractor, when appropriate, will coordinate with any federal agency preparing a NEPA document under the Grants Program to ensure that components/analyses required pursuant to CEQA are included in the NEPA document.

Deliverables: Final NOEs and associated review forms, confirmation of review and concurrence with OHMVR Division's CEQA review, CEQA documents for projects requiring additional CEQA review (not more than four per year). All deliverables that will be posted online must be compliant with the Americans with Disability Act (ADA), WCAG 2.1 Level AA standards.

Deliverable Time Schedule: Final review of NOEs are due by the end of December. Other CEQA documents (IS/ND/MND/EIR) will follow a unique timeline based on complexities of the project and timelines associated with public review and Tribal Consultation.

Task 2.3 – Grants Program Regulatory Actions, Planning, Development, and Review

Contractor will assist the OHMVR Division with any proposed regulation changes as they relate to the Grants Program. This may include but is not limited to developing documents required by the Office of Administrative Law's rulemaking process, reviewing draft documents, responding to public comments, and developing regulatory language.

Contractor will participate in planning meetings regarding potential regulatory changes with the OHMVR Division contract manager.

Deliverables: Comments on document revisions, memos for recommendations for program improvements.

Deliverable Time Schedule: As needed. Timeline for final deliverables associated with this task will depend upon timelines associated with the rulemaking process as dictated by the Office of Administrative Law.

Task 2.4 – Grants Program HMP Site Visits and Reporting

Contractor will perform up to two site visits to Grants Program project areas. These visits will be done at the request of and coordinated with the OHMVR Division Contract Manager. The purpose of these visits are to ensure full implementation and compliance with the HMP for a given project area.

Deliverables: A report will be submitted to the OHMVR Division Contract Manager within 30 days following the site visit and shall include at a minimum the relevant findings,

discussions, issues, pictures/maps, areas visited in the project area, and any recommendations for improvements.

Deliverable Time Schedule: Site visits will vary by time of year. Site visit reports are due to the OHMVR Contract Manager 30 days following a site visit.

Task 2.5 - Grants Program Annual Workshop Support

Contractor will assist with reviewing and/or drafting content such as PowerPoint presentations for the Grants Program Annual Workshop. Content may include but is not limited to regulatory updates, CEQA/NEPA compliance, and HMP/ERDS compliance.

Contractor will, at the request of the OHMVR Division, attend and/or present in-person at the Grants Program Workshop. Workshop location varies by year and may require overnight travel.

Deliverables: Final presentations or specific slides for a presentation for the Grants Workshop.

Deliverable Time Schedule: The Grants Workshop typically occurs in the first two weeks of January. Final deliverables associated with this task are due at least two weeks prior to the date of the Grants Workshop. Contractor may participate in up to three Workshops during the term of this contract.

Task 3 – State Vehicular Recreation Area Environmental Compliance

Contractor shall assist the State Vehicular Recreation Areas (SVRAs) with the preparation and/or review of CEQA documents pertaining to projects at SVRAs and assist with NEPA compliance (if/when applicable).

Contractor shall provide consultation for compliance with the state and federal Endangered Species Acts, compliance with the Clean Air Act, and any other state and federal regulatory laws that are applicable to the SVRAs.

Contractor may review and assist with implementation of the SVRA Wildlife Habitat Protection Plans and associated Annual Reports (includes reviewing drafts/revisions, ADA compliance, resource monitoring support, and CEQA compliance).

Contractor may perform peer review of SVRA General Plans, and other SVRA related management/regulatory documents as needed. Strategic planning and analysis related services shall be provided in response to specific program needs.

Contractor shall review, compile, and analyze biological monitoring data as requested by the OHMVR Division.

Contractor shall provide qualified biologists for biological monitoring as requested by the OHMVR Division Contract Manager. Contractor shall provide permitted biologists for special status species monitoring when required.

Deliverables: Contractor will deliver all documents required pursuant to CEQA (varies depending of the project). Documents to be posted to the OHMVR Division's webpage must be ADA compliant to WCAG 2.1 Level AA standards.

Contractor may provide comments on WHPPs and Annual Reports at the request of the OHMVR Division Contract Manager.

Contractor will write summary reports/analyses of biological monitoring events.

Deliverable Time Schedule: As needed and timing will be determined with the OHMVR Contract Manager. The OHMVR Division anticipates nine WHPP Annual Reports per calendar year. These reports must be made ADA compliant. Reports must be reviewed and made ADA compliant with two months of receipt from the OHMVR Division Contract Manager. WHPP Annual Reports are due to the OHMVR Division by March 31 each year, thus, final ADA compliant reviewed WHPP Annual Reports are due by June 1 each year. Any reports generated as a result of biological monitoring are due within 30 days of completion and must be ADA compliant.

Task 4 – Oceano Dunes SVRA Regulatory Support

Contractor shall assist Oceano Dunes SVRA (ODSVRA) with regulatory and policy related tasks as described below.

Task 4.1 – Oceano Dunes SVRA Air Quality Program Support and Compliance

Contractor shall provide consultation for Clean Air Act compliance and provide monitoring, peer review, risk assessment and analysis as requested by the OHMVR Division Contract Manager.

Contractor shall assist in compliance with rules, policies, orders, etc., as may be applicable, of the San Luis Obispo County Air Pollution Control District (APCD) and provide staff support at agency, advisory and technical group meetings.

Contractor shall provide other services such as mapping, GIS analysis, and complex analytical analysis of meteorological and air quality data.

Contractor shall assist with the development and review of annual work plans as required by rules, policies, and/or orders.

Deliverables: All required support documents as required by law and policy. Application of known and generally accepted scientific method-based research and field monitoring activities and practices. PowerPoint presentations and other support materials as needed to effectively convey OHMVR Division information needs.

Deliverable Time Schedule: Deliverables associated with this task may be required annually and monthly depending on the OHMVR Division's needs.

Task 4.2 – Oceano Dunes SVRA Coastal Act Compliance

Contractor shall provide ODSVRA Coastal Development Permit (CDP) compliance, including attending staff meetings in support of the CDP compliance, providing support to District staff at public meetings and agency coordination meetings, performing research on legal and policy issues related to the CDP and compliance with the California Coastal Act, CDP amendment.

Deliverables: All required support documents as required by law and policy.

Deliverable Time Schedule: As needed.

Task 4.3 – Oceano Dunes Habitat Conservation Plan (HCP) Support and Development of Natural Community Conservation Plan (NCCP)

Contractor shall assist ODSVRA staff with implementing and ensuring compliance with the ODSVRA HCP.

Contractor shall, at the direction of the OHMVR Division Contract Manager, initiate and complete the preparation and processing of the NCCP, including consultation with regulatory and reviewing agencies, and shall receive comments from those agencies.

Contractor shall consult with recognized experts, wildlife agencies and ODSVRA staff on technical aspects of endangered species management.

Contractor shall perform analysis of existing and new information in support of HCP/NCCP.

Contractor shall conduct and facilitate public input process including public workshop meetings, and shall attend all necessary related oversight hearings, meetings and briefings. Revise HCP/NCCP to reflect public participation.

Contractor shall support any special status species monitoring requirements pursuant to the HCP/NCCP. This includes supplying permitted biologists for 6 – 8 surveys for California red-legged frogs and 3 – 4 fisheries surveys.

Contractor shall prepare GIS based maps and images in support of the HCP and NCCP.

Contractor shall prepare CEQA analysis required for the NCCP.

Deliverables: All required support documents as required by law and policy. Application of known and generally accepted scientific method-based research, monitoring activities and practices. PowerPoint presentations and other support materials as may be needed to effectively convey OHMVR Division information needs.

Deliverable Time Schedule: As needed. Certain monitoring activities may occur multiple times per year, but timing will vary. NCCP development will begin at the direction of the OHMVR Division Contract Manager.

Task 5 – Over Snow Vehicle Program Environmental Compliance

Contractor shall assist the OHMVR Division on ensuring full compliance with the motorized Over Snow Vehicle (OSV) Program EIR. The OHMVR Division partners with the US Forest Service to support OSV recreation in National Forests in California. The OSV EIR analyzed this Program, and it is the responsibility of the OHMVR Division to ensure full implementation of and compliance with the Mitigation Monitoring and Reporting Plan.

Contractor shall participate in at least four one-hour meetings annually with the OHMVR Division to discuss compliance with the EIR's MMRP.

Contractor shall assist the OHMVR Division with developing interpretive and public outreach materials as required by the OSV MMRP for specific listed species. Contractor shall review materials for accuracy and relevancy.

Contractor shall, if determined necessary by the OHMVR Division Contract Manager, prepare the required CEQA documents to update the OSV EIR. This may be an addendum or may require additional CEQA analysis depending on the needs.

Contractor shall assist with developing MMRP training materials as needed which may include but is not limited to PowerPoints, written documents, and virtual meetings.

Deliverables: Contractor shall supply meeting notes from quarterly meetings. Contractor shall develop interpretive materials as requested by the OHMVR Division. If required, contractor shall develop any documents required pursuant to CEQA.

Deliverable Time Schedule: Meeting notes are due one week after quarterly meetings. Other deliverable time schedules will be negotiated between the contractor and the OHMVR Division Contract Manager. Any CEQA document preparation will span the length of time required pursuant to CEQA and be delivered based upon the agreed timeline.

Task 6 – Prairie City SVRA Road and Trail Management Plan Implementation Support

Contractor, at the request of the OHMVR Division, will assist staff at Prairie City SVRA with the implementation of the Road and Trail Management Plan. Work may include developing project-level CEQA analyses and documents, data collection, mapping, and monitoring for special status.

Deliverables: All analyses, reports, monitoring results, maps and documents required pursuant to CEQA.

Deliverable Time Schedule: As needed and at the OHMVR Division's request.