

Solicitation C0911036

Printing of Vehicle Day Use Pass

State of California

Bid C0911036 Printing of Vehicle Day Use Pass

Bid Number C0911036
Bid Title Printing of Vehicle Day Use Pass

Bid Start Date Jan 27, 2010 2:01:41 PM PST
Bid End Date Feb 8, 2010 2:00:00 PM PST

Bid Contact Mike Miller
916-657-5072
michaelmiller@parks.ca.gov

Standard Disclaimer The State of California advises that prospective bidders periodically check the websites, including but not limited to Bidsync, and/or other state department links for modifications to bid documents. The State of California is not responsible for a prospective bidder's misunderstanding of the bid solicitation or nonresponsive bid due to failure to check these websites for updates or amendments to bid documents, and/or other information regarding the bid solicitations. Failure to periodically check these websites will be at the bidder's sole risk.

The information published and/or responded to on these websites is public information. Confidential questions/issues/concerns should be directed to the contact on the ad.

Changes made on Jan 27, 2010 2:22:06 PM PST

New Documents IFB for C0911036.pdf

Description

Print 20,000 vehicle day use passes as specified in the invitation to bid



INVITATION TO BID
For
Printing of 2011 Vehicle Day Use Pass (Hangtags)
Contract Number C0911036

Department of Parks and Recreation
Business Management Services Section
January 27, 2010

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

**SERVICE CONTRACTS
INVITATION FOR BIDS/INSTRUCTIONS TO BIDDERS**

Bids will be accepted by the Department of Parks and Recreation via fax, mail, or personal delivery until the following date and time, at the following location.

Date: February 8, 2010

Time: 2:00 p.m.

Fax No.: (916) 657-8456

Location: Dept. of Parks and Recreation

Contract Services Unit, Attn: Mike Miller

1416 9th, Street, Suite 940

Sacramento, Ca 95814

At the above time and place the bids will be read for furnishing services, material, or equipment, or to perform all work required to:

Provide annual pass printing and delivery services to the California Department of Parks and Recreation (DPR). Services shall be performed at the Contractor's Place of Business and the annual passes shall be delivered to DPR at:

Department of Parks and Recreation Warehouse
3930 Seaport Blvd.
West Sacramento, CA 95619

complete and ready for use in accordance with plans and specifications and such addenda as may be issued prior to bid opening date.

The anticipated performance period of the contract is upon written notice to proceed through October 31, 2010

Additional requirements/information are as follows:

Reminder to include the following documents with your bid. The Service Contracts Bid Form, Bid Request Worksheet for Vehicle Day Use Annual Pass, and the Darfur Contracting Act Certification

Bidders must view the Contractor Certification Clauses (CCC) and General Terms and Conditions (GTC) of the contract at www.dgs.ca.gov/contracts.

Prior to the award of the contract, the successful bidder will be required to provide evidence of insurance for the following:

☒ General Liability ☒ Workers' Compensation ☐ Hazardous ☒ Automobile/Vehicle

Evidence of Insurance can be provided using Insurance Industry Standard ACORD 25, Certificate of Insurance, or by separate certificate.

Prospective bidders may receive assistance with questions by calling or mailing a request to:

Department of Parks and Recreation
Contract Services Unit, Suite 940
1416 9th Street, Suite 940
Sacramento, CA 95814
Contact Person: Mike Miller
Phone No.: (916) 657-5072

1. Bids shall take into consideration all such conditions as may affect the work. Bidder should carefully examine the entire bid documents and become fully aware of the nature and location of the work, the quantities of work, and conditions to be encountered in performing the work.
2. Bid documents consist of all forms, instructions, notices, specifications, and any addenda thereto, that describe the project or services to be performed and the requirements for bidding. All bidders are responsible to inquire as to addenda issued.
3. Bids shall be submitted with the Bid Form. This bid shall be delivered to the place shown above prior to the time and date of the bid opening. It is the responsibility of the bidder to see that his/her bid is received in proper time. Facsimile (FAX) responses will be accepted.
4. No bids will be accepted after the time set for the bid opening date.
5. Prices shown on the Bid Form shall include all applicable taxes and other items of expense incident to the bid price.
6. Any bid may be withdrawn prior to the hour fixed above, provided that the written request for withdrawal is submitted by the bidder or his/her duly authorized representative and filed at or sent by FAX to the place shown above. An oral or other form of request to withdraw a bid is not acceptable.
7. Bids may be rejected if they show any alterations to form, additions not called for, conditioned bids, incomplete bids, or irregularities of any kind. Only those bids which cover all the work outlined will be considered. The State reserves the right to reject any or all bids.
8. If the contract is awarded, it will be awarded to the lowest responsible bidder whose bid complies with the prescribed requirements.
9. In the case of a tie bid, the determination of a successful bidder will be made by a coin toss in the presence of all interested bidders, at a time and date set by the originating office.
10. The Department will endeavor to make the contract award, if one is made, within 30 days after bids are opened.
11. The basic form for agreement for contracting with the State, "STD. 213 - Standard Agreementt," is included in bid documents in sample form for informational purposes.
12. The contract shall be signed by the successful bidder and returned within ten (10) calendar days after the bidder received notice that the contract has been awarded.
13. The contract shall be a binding contract upon the State only after approval by the State.
14. **Certificate of Insurance:** Successful bidder shall furnish to Department of Parks and Recreation, upon signing the contract, a certificate of insurance covering public liability; provided, however, that such certificate has been established as a requirement in the bid documents.

Exhibit A, Attachment 1

Page 1 of 3

California State Parks

2011 VEHICLE DAY USE ANNUAL PASS (Hangtags)**Quantity:** 20,000**Specifications:**

1. Passes to be constructed/printed as follows:

- 23mm white polyvinyl
- 4" X 9", shaped per sample
- Counterfeit deterrent holographic silver foil, Style No. H07 (or per sample), to be used for the words "VEHICLE DAY USE"
- Printed in Yellow Pantone 116, and Black, using fade resistant ink, on 2 sides, head to head
- Consecutively numbered beginning with AP50001

2. Electronic file of artwork will be provided. Supplier shall do color separations.

3. Color proof to be sent within 7 calendar days of receipt of order to:

*Department of Parks and Recreation
Attn: Program Support – Marlene Sheufelt
P.O. Box 942896
Sacramento, CA 94296-0001*

Supplier must receive written approval of proof before beginning production.

4. ***Passes must be received 30 days from notice to proceed.***

- 5. Passes must be consecutively numbered with **no missing numbers**. Supplier must provide statement that all passes are serial numbered as specified with no inconsistencies.
- 6. Passes to be rubber banded in consecutive number order in lots of 25 with **lowest** number on top, and packed in containers in consecutive number order with **lowest** numbers accessible first.
- 7. Containers shall be labeled with beginning and ending numbers, and shall be strong enough to withstand repeated handling.
- 8. Containers shall be strapped and palletized in such a manner that the **lowest** numbers are accessible first.
- 9. Containers shall be shipped by freight to:

*Department of Parks and Recreation Warehouse
3930 Seaport Blvd.
West Sacramento, CA 95691*

- 10. ***Passes lost or damaged in transit prior to the Department's receipt will require the supplier to immediately reprint all passes, in an alternate color if necessary, and at the supplier's sole expense.***

YELLOW PANTONE 116

HANG ON REARVIEW MIRROR OR DASHBOARD IN PLAIN SIGHT.
REMOVE WHEN VEHICLE IS IN MOTION. THIS SIDE OF THE PASS
MUST BE VISIBLE FROM OUTSIDE OF VEHICLE WHEN PARKED.

JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC



**VEHICLE
DAY USE**

ANNUAL PASS

2011

DPR 300 (Rev. 8/2009)(Front)

The words
"VEHICLE DAY USE"
to be in holographic
silver foil with black
outline.

REVISED 8/10/2009

DPR300 2011.indd

Sequentially numbered

**PASS EXPIRES ON THE LAST DAY OF THE
MONTH INDICATED (ONE YEAR FROM ISSUANCE).**



VEHICLE DAY USE ANNUAL PASS - The pass is valid for one passenger vehicle or motorcycle entry at most state operated units of the State Park System where vehicle day use fees are collected. A passenger vehicle is defined as having the capacity of nine people or less. One registered vessel will be granted entry for every valid, current boat use sticker affixed to this pass. This pass is not valid for camping, extra vehicle fees or other supplemental fees such as tour fees, swimming pool fees or boat facilities, units charging a per-person entry fee, or at Candlestick Point State Recreation Area. This pass is not valid for commercial use. State Park admittance and use are subject to available space. Pass holders may be required to pay separate or additional fees.

PROPER USE - Present this pass upon entry and display it in plain sight with the date facing the front windshield. The hang-tag must be displayed at all times while you are parked at a State Park facility. Unauthorized or improper use of this pass will cause it to be revoked.

*All sales are final. No refunds,
replacements or exchanges will be made.*

**LOCK YOUR PARKED CAR. THE
SECURITY OF YOUR PASS AND YOUR
VEHICLE IS YOUR RESPONSIBILITY.
USE OR POSSESSION OF A STOLEN
PASS MAY RESULT IN CITATION. REPORT
STOLEN PASSES IMMEDIATELY.**

DPR 300 (Back)

Exhibit B, Attachment 1 SERVICE CONTRACTS BID FORM

DEPARTMENT OF PARKS AND RECREATION
Contract Services Unit, Attn: Mike Miller
1416 9th Street, Suite 940
Sacramento, CA 95814

DATE
1/27/2010
UNIT
Business Services
PROJECT
C0911036
BID OPENING
February 8, 2010

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

NONDISCRIMINATION COMPLIANCE STATEMENT

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

SMALL BUSINESS PREFERENCE

A five percent preference will be granted to the bidder properly approved as "Small Business" in accordance with Title 2, California Code of Regulations, Section 1896, et seq. A small business firm must have an approved certification form (STD. 813) on file with the Office of Small Business and Disabled Veteran Business Enterprise Certification (OSDC), 707 Third Street, First Floor - Room 400, West Sacramento, CA 95605, by 5:00 p.m. on the bid opening date. ***To assist the Department in a timely evaluation of bids received, any bidder requesting the small business preference is encouraged to submit with the bid a copy of his/her small business certification approval letter from the OSDC.***

FIRM NAME		PHONE NO.	FAX NO.
ADDRESS		CITY/STATE/ZIP CODE	
LICENSE CLASSIFICATION	FEDERAL EMPLOYER ID NO.	ARE YOU CLAIMING PREFERENCE AS A SMALL BUSINESS?	
		☐ Yes. Small Business No. ☐ No	
STATUS OF BUSINESS (Check appropriate box.)			
☐ Individual.			
☐ Corporation. State in which incorporated: _____			
☐ Partnership. Full names of partners: _____			
BIDDER'S SIGNATURE			DATE
BIDDER'S PRINTED NAME			TITLE

Exhibit B, Attachment 1

Bid Request Worksheet for Vehicle Day Use Annual Pass

		Description	Unit	Item
Item	Quantity		Price	Total
1	20,000	Print Vehicle Day Use Pass, ship to DPR Warehouse.		
		Tax		
		Bid Total		

All bids must be received by 2:00 p.m. on Monday, February 8, 2010 to be considered

FOR DEPARTMENT USE ONLY
CONTRACT/AGREEMENT NO.

DARFUR CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

1. _____ We do not currently have, or we have not had within the previous three
Initials years, business activities or other operations outside of the United States.

OR

2. _____ We are a scrutinized company as defined in Public Contract Code section
Initials 10476, but we have received written permission from the Department of General Services (DGS) 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.

OR

3. _____ We currently have, or we have had within the previous three years,
Initials business activities or other operations outside of the United States, but we
+ certification certify below that we are not a scrutinized company as defined in Public
below Contract Code section 10476.

CERTIFICATION For #3

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

PROPOSER/BIDDER FIRM NAME (Printed)		FEDERAL ID NUMBER
BY (Authorized Signature) ▶		
PRINTED NAME AND TITLE OF PERSON SIGNING		
DATE EXECUTED	EXECUTED IN THE COUNTY AND STATE OF	

YOUR BID OR PROPOSAL WILL BE DISQUALIFIED UNLESS YOUR BID OR PROPOSAL INCLUDES THIS FORM WITH EITHER PARAGRAPH #1 OR #2 INITIALED, OR PARAGRAPH #3 INITIALED AND CERTIFIED.

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 06/03)(CA ST PKS, EXCEL 10/20/2004)

AGREEMENT NUMBER

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

CONTRACTOR'S NAME

2. The term of this Agreement is: _____ through _____

3. The maximum amount of this Agreement is: \$ _____

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

Exhibit A - Scope of Work _____ page(s)

Exhibit B - Budget Detail and Payment Provisions _____ page(s)

Exhibit C* - General Terms and Conditions

Check mark one item below as Exhibit D:

☐
☐

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

page(s)

Exhibit E - Additional Provisions

pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

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

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

California Department of General
Services Use Only

☐ Exempt per:

☐ CONTRACTOR ☐ STATE AGENCY ☐ DEPT. OF GEN.SER. ☐ CONTROLLER ☐ ACCOUNTING SVS. ☐

Contractor's Name:

Agreement Number:

Page: 1 1**EXHIBIT A
(Standard Agreement)****SCOPE OF WORK**

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

2. The services shall be performed at:

3. The services shall be provided during:

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

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

Contractor's Name:

Agreement Number:

Page: 1 of 1

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS**1. Invoicing and Payment**

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

2. Budget Contingency Clause

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

3. Prompt Payment Clause

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

4. Timely Submission of Final Invoice

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

Exhibit B, Attachment 1 SERVICE CONTRACTS BID FORM

DEPARTMENT OF PARKS AND RECREATION
Contract Services Unit, Attn: Mike Miller
1416 9th Street, Suite 940
Sacramento, CA 95814

DATE
1/27/2010
UNIT
Business Services
PROJECT
C0911036
BID OPENING
February 8, 2010

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

NONDISCRIMINATION COMPLIANCE STATEMENT

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

SMALL BUSINESS PREFERENCE

A five percent preference will be granted to the bidder properly approved as "Small Business" in accordance with Title 2, California Code of Regulations, Section 18961 et seq. A small business firm must have an approved certification form (STD. 813) on file with the Office of Small Business and Disabled Veteran Business Enterprise Certification (OSDC), 707 Third Street, First Floor - Room 400, West Sacramento, CA 95605, by 5:00 p.m. on the bid opening date. **To assist the Department in a timely evaluation of bids received, any bidder requesting the small business preference is encouraged to submit with the bid a copy of his/her small business certification approval letter from the OSDC.**

FIRM NAME		PHONE NO.	FAX NO.
ADDRESS		CITY/STATE/ZIP CODE	
LICENSE CLASSIFICATION	FEDERAL EMPLOYER ID NO.	ARE YOU CLAIMING PREFERENCE AS A SMALL BUSINESS? ☐ Yes. Small Business No. _____ ☐ No	
STATUS OF BUSINESS (Check appropriate box.) ☐ Individual. ☐ Corporation. State in which incorporated: _____ ☐ Partnership. Full names of partners: _____			
BIDDER'S SIGNATURE ▶		DATE	
BIDDER'S PRINTED NAME		TITLE	

Exhibit B, Attachment 1

Bid Request Worksheet for Vehicle Day Use Annual Pass

		Description	Unit	Item
Item	Quantity		Price	Total
1	20,000	Print Vehicle Day Use Pass, ship to DPR Warehouse.		
		Tax		
		Bid Total		

All bids must be received by 2:00 p.m. on Monday, February 8, 2010 to be considered.

Contractor's Name:

Agreement Number:

Page: 1 of 4

EXHIBIT D — SERVICES (Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. Insurance Requirements

When Contractor submits a signed agreement to State, Contractor shall furnish to State a Certificate 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.

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

Cancellation: That the insurer will not cancel the insured's coverage without 30 days prior written notice to State, except in the case of cancellation for nonpayment of premiums, in which instance insurer shall give State ten (10) days written notice prior to the effective date of the cancellation.

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.

Premiums: That the State will not be responsible for any premiums or assessment on the policy.

D. Contractor's Additional Responsibilities

Contractor is responsible for any deductible or self-insured retention contained within the insurance program.

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

Contractor's Name:

Agreement Number:

Page: 2 of 4

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 "B" or better and a financial size category rating of "VII" or better according to the latest edition of the A.M. Best Key Rating Guide. Any other rating classification requires State approval.

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

F. State Remedies

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

2. Licenses and Permits

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

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

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

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

Contractor's Name:

Agreement Number:

Page: 3 of 4**3. Disputes**

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

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

4. Termination for Convenience

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

5. Force Majeure

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

6. Forced, Convict, and Indentured Labor

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

7. Potential Subcontractors

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

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

Contractor's Name:

Agreement Number:

Page: 4 of 4

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

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

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

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

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

10. Intellectual Property

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

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

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

FOR DEPARTMENT USE ONLY
CONTRACT/AGREEMENT NO.

DARFUR CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

1. We do not currently have, or we have not had within the previous three
Initials years, business activities or other operations outside of the United States.

OR
2. We are a scrutinized company as defined in Public Contract Code section
Initials 10476, but we have received written permission from the Department of
General Services (DGS) 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.

OR
3. We currently have, or we have had within the previous three years,
Initials business activities or other operations outside of the United States, but we
+ certification certify below that we are not a scrutinized company as defined in Public
below Contract Code section 10476.

CERTIFICATION For #3

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

PROPOSER/BIDDER FIRM NAME (Printed)		FEDERAL ID NUMBER
BY (Authorized Signature) ▶		
PRINTED NAME AND TITLE OF PERSON SIGNING		
DATE EXECUTED	EXECUTED IN THE COUNTY AND STATE OF	

YOUR BID OR PROPOSAL WILL BE DISQUALIFIED UNLESS YOUR BID OR PROPOSAL INCLUDES THIS FORM WITH EITHER PARAGRAPH #1 OR #2 INITIALED, OR PARAGRAPH #3 INITIALED AND CERTIFIED.

UPPERVALL2

ACORD TM CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 1/7/2010
PRODUCER Commercial Lines ... 707-769-2900 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 1039 A N. McDowell Blvd Petaluma, CA 94954	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED	INSURERS AFFORDING COVERAGE INSURER A: Traveler's Property & Casualty Company of America INSURER B: Travelers Indemnity Co. of Connecticut INSURER C: INSURER D: INSURER E:	NAIC # 25674 25682

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☒ Drive Other Car				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				☒ WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CG D2 52 08 05 Re: Contract #C0939014-Ash Removal at Bothe-Napa Valley State Park.
 State of California, its officers, agents, servants and employees are included as additional insured, but only with respect to work performed for the State of California under this contract and that the State will not be responsible for any premiums or assessment on the policy.
 10 days notice of cancellation for non-payment of premium/non-reporting of payroll.

CERTIFICATE HOLDER**CANCELLATION Ten Day Notice for Non-Payment**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.	AUTHORIZED REPRESENTATIVE
--	---------------------------

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

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

STD. 204 (Rev. 6-2003)(CA ST PKG, EXCEL 9/22/2004)

1	INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.								
2	PAYEE'S LEGAL BUSINESS NAME (Type or Print) _____ <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">SOLE PROPRIETOR — ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)</td> <td style="width: 40%;">EMAIL ADDRESS</td> </tr> <tr> <td>MAILING ADDRESS</td> <td>BUSINESS ADDRESS</td> </tr> <tr> <td>CITY, STATE, ZIP CODE</td> <td>CITY, STATE, ZIP CODE</td> </tr> </table>			SOLE PROPRIETOR — ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)	EMAIL ADDRESS	MAILING ADDRESS	BUSINESS ADDRESS	CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE
SOLE PROPRIETOR — ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)	EMAIL ADDRESS								
MAILING ADDRESS	BUSINESS ADDRESS								
CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE								
3 PAYEE ENTITY TYPE CHECK ONE BOX ONLY	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): _____ ☐ PARTNERSHIP ☐ ESTATE OR TRUST CORPORATION: ☐ MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) ☐ LEGAL (e.g., attorney services) ☐ EXEMPT (nonprofit) ☐ ALL OTHERS ☐ INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: _____ (SSN required by authority of California Revenue and Tax Code Section 18646)		NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.						
4 PAYEE RESIDENCY STATUS	☐ California resident - Qualified to do business in California or maintains a permanent place of business in California. ☐ California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding. ☐ No services performed in California. ☐ Copy of Franchise Tax Board waiver of State withholding attached.								
5	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below. <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)</td> <td style="width: 40%;">TITLE</td> </tr> <tr> <td>SIGNATURE</td> <td>DATE</td> </tr> <tr> <td></td> <td>TELEPHONE ()</td> </tr> </table>			AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)	TITLE	SIGNATURE	DATE		TELEPHONE ()
AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)	TITLE								
SIGNATURE	DATE								
	TELEPHONE ()								
6	Please return completed form to: Department/Office: _____ Unit/Section: _____ Mailing Address: _____ City/State/Zip: _____ Telephone: () _____ Fax: () _____ E-mail Address: _____								

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003)(REVERSE)(CA ST PKS, EXCEL 9/22/2004)

1	<u>Requirement to Complete Payee Data Record, STD. 204</u> A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies. Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.								
2	Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.								
3	Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. 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 the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a). The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).								
4	<u>Are you a California resident or nonresident?</u> A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California. A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident. For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident. Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year. For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address:</td> <td>wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD call:</td> <td>1-800-822-6268</td> <td>Website:</td> <td>www.ftb.ca.gov</td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov	For hearing impaired with TDD call:	1-800-822-6268	Website:	www.ftb.ca.gov
Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov						
For hearing impaired with TDD call:	1-800-822-6268	Website:	www.ftb.ca.gov						
5	Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.								
6	This section must be completed by the State agency requesting the STD. 204.								
	<u>Privacy Statement</u> Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business. All questions should be referred to the requesting State agency listed on the bottom front of this form.								

CCC-307

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.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

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 8103) (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

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

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))

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

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.

Question and Answers for Bid #C0911036 - Printing of Vehicle Day Use Pass

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.