
REQUEST FOR QUALIFICATIONS No. C09E0032



Statewide Roads and Trails Change-In-Use Program Programmatic Environmental Impact Report Project Environmental Planning Professional Services



**May 2010
State of California
Department of Parks and Recreation
Acquisition and Development Division**

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ATTACHMENTS

A. Darfur Contracting Act

B. Sample Forms

1. Standard Agreement (STD 213) with
 - a. Exhibit A, Scope of Work (DPR 603)
 - b. Exhibit B, Budget Detail and Payment Provisions (DPR 604)
 - c. Exhibit B, Attachment I, Work Order
 - d. Exhibit C, General Terms and Conditions (GTC 307) incorporated by reference; may be viewed and downloaded at www.ols.dgs.ca.gov/Standard+Language
 - e. Exhibit D, Special Terms and Conditions (DPR 605)
2. California Disabled Veteran Business Enterprise (DVBE) Notice

SECTION 1 - GENERAL INFORMATION

1.1 INTRODUCTION

- 1.1.1 The State of California, Department of Parks and Recreation (DPR) is requesting Statements of Qualifications (SOQ) from qualified firms experienced in all phases of the preparation of a Program Environmental Impact Report for public parks.

The selected firm (Contractor) shall provide Environmental Planning Professional Services to research, prepare and provide a certified Programmatic Environmental Impact Report (PEIR) for the Roads and Trails Change-in-Use Program (Program) within California State Parks.

Contractor and Subcontractor(s) shall have the skills, understanding and equipment necessary to work with the electronic documents normally associated with Environmental Planning Services.

Contractor shall be selected on the basis of its written response to this RFQ and an interview. Contractor shall be designated to perform services for a term not to exceed seven hundred thirty (730) 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. DPR does not guarantee that an Agreement will be written from this RFQ.

1.2 RFQ ISSUING OFFICE

- 1.2.1 RFQ is issued by the Department of Parks and Recreation, Acquisition and Development Division. A copy of this RFQ may be obtained by downloading it from Department of General Services' (DGS) website at www.eprocure.dgs.ca.gov/CSCRAAds.htm.

At the website in the middle of the page on the first SEARCH pane:

- Enter the "Bid" Number: C09E0032
- Select the option for "Bid Number"
- Select the "Search" button
- Select Park/Project description link to view the RFQ.

- 1.2.2 All questions concerning this RFQ shall be submitted directly within the RFQ Solicitation (DGS website stated above) **on or before 2 p.m., May 12, 2010**. Indicate the RFQ number and title in the subject line. Questions via fax, email or telephone shall not be accepted. Answers to questions will be provided by an Addendum posted within the RFQ Solicitation.

- 1.2.3 All notices and addenda to this RFQ shall be posted on the above DGS website. It is the 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 Contractor to remain apprised of changes to this RFQ.*

- 1.2.4 The State of California encourages California certified small businesses (SB) to submit their SOQs, however, under contracting law for Architectural and Engineering Services agreements, the Small Business preference cannot be applied to bids from a certified SB in the selection process.

The Small Business Preference is not applicable for RFQ solicitations because the cost is negotiated with the most qualified firm.

DPR strongly encourages Contractors responding to this solicitation to consider partnering with qualified California certified SBs to foster working partnerships with the SB community.

Information about SB resources and whether your firm may be eligible for certification can be found at www.pd.dgs.ca.gov/smbus.com or by calling the Office of Small Business and DVBE Certification at (916) 375-4940.

1.3 SOQ DEADLINE AND DELIVERY

- 1.3.1 **Deadline:** Sealed SOQs shall be accepted no later than **2 p.m. on May 19, 2010.**
- 1.3.2 **Delivery:** Submit five (5) copies under sealed cover plainly labeled on the outside with Contractor's name and address and the following:

RFQ No. C09E0032
Roads and Trails Change-In-Use Program
Programmatic Environmental Impact Report Project
Environmental Planning Professional Services
DO NOT OPEN

Mail or deliver Proposals to:

Department of Parks and Recreation
Attn: Contracts Section
One Capitol Mall, Suite 410
Sacramento, CA 95814

Note: DPR will not accept postmarks, email or facsimile (fax) responses. SOQs must be received at the above address by the deadline indicated.

- 1.3.3 Incomplete SOQs and/or SOQs received after the deadline shall be rejected without review and returned unopened to submitting Contractor via U.S. Mail.

1.4 WITHDRAWAL OF SOQ

- 1.4.1 Contractor may withdraw its SOQ at any time prior to the deadline for submitting SOQs, by notifying DPR in writing 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 per 1.3 SOQ Deadline and Delivery.

1.5 REJECTION OF SOQ

- 1.5.1 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.

1.6 AWARD OF AGREEMENT

- 1.6.1 Award of Agreement, if made, shall 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 SERVICES

2.1 LOCATION OF PROJECT

- 2.1.1 The Project location is Statewide.
- 2.1.2 The work of preparing the PEIR will primarily occur at DPR's Northern Service Center located at One Capitol Mall, Suite 410, Sacramento, CA and the Contractor's office. Two (2) public meetings will occur in Southern California requiring travel by Contractor. Additional travel within the state may be required to obtain information necessary to complete the Project.

2.2 PROJECTED TIMETABLE

- 2.2.1 Individual tasks for the PEIR will be scheduled throughout the funding life of the PEIR. Contract negotiations for each task will include the time constraints relative to each Task.

2.3 SCOPE OF SERVICES

- 2.3.1 Because the funding and number of tasks to be completed are unknown at the time of Agreement execution, the Agreement is known as a "Master Agreement". Services will be contracted on a Task Specific Work Order basis, as task(s) requirements dictate and funding becomes available.

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 Task Specific Work Order during the term of the Agreement.
- 2.3.2 Contractor shall provide all services required by, and in accordance with, each Task Specific Work Order and such other necessary and incidental services that are required to provide services for the Project.
- 2.3.3 If Contractor is unable to furnish adequate services, fails to provide deliverables, does not achieve Project milestones or deadlines, DPR reserves the right to discontinue using Contractor's services on the Task and for any future Tasks. If Contractor fails to perform or does not have the resources to handle all the Tasks requiring services, DPR reserves the right to contract with the other 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.
- 2.3.4 The Master Agreement is subject to DPR review and approval of Contractor's performance at six (6)-month intervals.

- 2.3.5 Contractor shall provide services for the preparation, review, and certification of a Programmatic Environmental Impact Report (PEIR) for the DPR Statewide Roads and Trails Change-in-Use Program (Program). Contractor's Environmental Planner/Project Manager (Contractor's Representative) shall be responsible for guiding the Project effort through to completion. Contractor shall be responsible for completing, and providing written analysis of the Program as it potentially affects the environment. Contractor shall incorporate Project requirements and mitigation criteria, as necessary, to reduce effects to levels below significance.

DPR's Natural, Cultural, GIS, Environmental Specialists and Production staff will team with Contractor and its team to assess the Program for known or potential impacts to the environment and to prepare the PEIR.

Contractor's Representative shall work closely with DPR's State's Representative to facilitate an orderly process with clearly identified milestones and deliverables.

2.3.6 Description of the Program

DPR has developed the Program intended to provide criteria for use in the evaluation and assessment of existing conditions on roads and trail alignments for non-motorized change-in-use of visitor types or removal of use types from road and/or trail facilities. Use types identified in the Program include: pedestrian, accessible pedestrian, equestrian, mountain bike, road bike, and segway. The Program also addresses visitor type change-in-use road to trail conversions and road removals.

Potential Project actions resulting from implementation of the Program may include; however are not limited to:

- Reconstruction or rehabilitation of existing road or trail prisms;
- Installation of speed control or separation devices to protect different user types from each other;
- Minor reroutes of trail alignments to correct unsustainable but correctable road and trail grades;
- Installation of hardened surfaces such as, but not limited to aggregate surfacing, rock armoring, wooden boardwalks, puncheons and bridges;
- Construction of retaining walls to support road and trail cut banks and fill slopes.

Work under the Program **will not** include the following:

- New road or trail construction on park land with no existing alignments; Reconstruction or rehabilitation of existing road and trail alignments, with or without structures, that do not create improved sustainable solutions to existing conditions.

2.3.7 Basic services required for this Project includes some or all of the following:

Contractor shall:

- a. Provide all necessary expertise and services to professionally and diligently prosecute the work authorized by Work Orders issued by DPR;
- b. 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;
- c. Consult, as necessary, with normal and customary employees, agencies, and/or representatives of DPR regarding the work;
- d. Attend meetings with DPR, other professionals employed by DPR and local and regional agencies, as needed, and directed by DPR, to perform the work;
- e. Cooperate with other professionals employed by DPR for other work related to the Project
- f. Abide by all regulations imposed by funding sources, such as auditing requirements and payroll affidavits;
- g. Be responsible for the professional quality, technical accuracy and the coordination of all Contractor's work product furnished by Contractor under the Project Agreement;
- h. Correct or revise any errors or omissions in its documents and other services, without additional compensation;
- i. Provide a professional level of review of all deliverables to ensure quality, technical accuracy, and the coordination of all documents furnished by Contractor under the Agreement.

2.3.8 Contractor shall complete Tasks associated with the preparation of a Programmatic Environmental Impact Report, including, however, not limited to:

- a. Manage the PEIR Project, including setting and maintaining the Project Schedule and coordinating the work on the PEIR, team meetings, public meetings, responses to comments; preparation and submittal of companion documents (Notice of Preparation, Notice of Completion, Notice of Availability, Notice of Determination);
- b. Research and prepare written reports, including the environmental setting, regulatory setting, methodology, threshold criteria, impacts analysis, and mitigation criteria for the following elements of the PEIR document:
 - Aesthetics and Views

- Air Quality
 - Climate Change
 - Aquatic Biology (to be added to the Biology section)
 - Geology, Soils and Minerals
 - Hydrology and Water Quality
- c. Provide analysis, written discussions and findings for the Long-Term Effects section, including identification of Significant Unavoidable Environmental Change, Significant Irreversible Impacts, Cumulative Impacts and Growth Inducing Impacts;
- d. Provide Alternatives analysis;
- e. Organize and lead two (2) public scoping meetings and two (2) public draft PEIR hearings. One public scoping meeting and one public hearing will be held in Southern California; one public scoping meeting and one public hearing will be held in Northern California;
- f. Maintain list of references and contacts, copies of studies, reports and other materials referenced in the PEIR for the Project's Administrative Record;
- g. Coordinate and interact with DPR to facilitate efficiencies in document preparation;
- h. Review all prepared sections of the PEIR for errors;
- i. Review (screen check) the Administrative Draft PEIR with DPR and make corrections to Draft PEIR;
- j. Screen check the Final PEIR; and
- k. Prepare a Mitigation Monitoring and Reporting Program.
- 2.3.9 Contractor shall prepare the PEIR for the Program in accordance with CEQA. The PEIR shall identify the potential environmental impacts associated with implementation of the Program, and avoidance requirements and mitigation measures to lessen those impacts to levels below significance.

2.3.10 Project Tasks.

Note: Each of the following Tasks is subject to available funding and DPR's issuance of a Work Order. Contractor shall not proceed with any Task without written Notice to Proceed (NTP) from DPR. Contractor shall not be entitled to payment for any unauthorized work. DPR reserves the right to terminate this Agreement prior to each Task.

Task 1 - Project Concept Development. Contractor shall:

- a. Work with DPR in developing a format for the PEIR,
- b. Provide a summary of sections and topics that will need to be addressed in the PEIR,
- c. Provide a list of studies that may be needed and an estimate of time necessary to complete studies, and
- d. Provide a preliminary Project Schedule through to filing a Notice of Determination for the PEIR.

Task 1 Contractor Deliverables:

- a. A written outline of the proposed PEIR format
- b. A list of sections and topics for discussion in the PEIR
- c. A list of studies proposed to support analysis in the PEIR
- d. A preliminary Project Schedule for completion of the PEIR.

Task 2 - Detailed Project Description Preparation. Contractor shall:

- a. Assist DPR in preparing a detailed Project description necessary for evaluating the effects of the actions proposed in the Program.

Task 2 Contractor Deliverables:

- a. A written, detailed description of the Roads and Trails Change in Use Program (Project description)

Task 3 - Notice of Preparation, Initial Study and PEIR Preparation Guidance. Contractor shall:

- a. Prepare the Notice of Preparation (NOP);
- b. Complete the Initial Study;
- c. Facilitate two public scoping meetings, one in Southern California and one in Northern California;
- d. Review and assess NOP comments;
- e. Provide recommendations for responses to the comments;

- f. Provide guidance to DPR as to the types and extent of information needed to complete those sections of the PEIR identified for DPR completion.

Task 3 Contractor Deliverables:

- a. Notice of Preparation (NOP) completed with Project information (electronic copy)
- b. A compiled list of comments from the public, organizations and agencies, organized by topic, that result from the NOP
- c. Two (2) public workshops
- d. Updated Project Schedule

Task 4 - Draft Environmental Impact Report Preparation. Contractor, with assistance from DPR, shall:

- a. Compile and prepare an Administrative Draft of the PEIR. which shall include all required sections as described in Article 9, Sections 15120-15132 of the CEQA Guidelines, all elements of AB 32 and available elements of SB 375. DPR will work with Contractor, should further refinement of the alternatives be considered. The PEIR shall establish that the projects listed in the Program do not exceed the emissions budgets set forth in the State Implementation Plan (SIP) and that DPR meets air quality conformity.

Task 4 Contractor Deliverables:

- a. The Administrative Draft PEIR with Appendices (electronic file; MS Word 2003)
- b. Updated Project Schedule

Task 5 - Screen check Public Draft PEIR. Contractor-with DPR-shall:

- a. Screen check the Draft PEIR document for errors, omissions, and accuracy,
- b. Incorporate comments/edits from screen check to the Draft PEIR prior to filing a Notice of Completion, Notice of Availability, and onset of the Public review period.

Task 5 Contractor Deliverables:

- a. An edited, screen-checked Public Draft PEIR with Appendices (electronic file in PDF document)
- b. A camera-ready hard copy of the screen checked Draft PEIR;

- c. A completed Notice of Completion (electronic file and PDF document)
- d. A completed Notice of Availability (electronic file and PDF document)

Task 6 - Attend Public Review/Public Comment Meetings. Contractor shall:

- a. Facilitate Public Review hearings regarding the Draft PEIR during the public review period of the PEIR process.

Task 6 Contractor Deliverables

- a. An electronic file (MS Word 2003) of all public comments obtained from hearings.

Task 7 - Prepare Responses to Comments. Contractor shall:

- a. Summarize all comments in the PEIR,
- b. Prepare written responses to comments received during the PEIR public review period,
- c. Include comments and responses to comments in the Final PEIR, and
- d. Include list of persons, organizations, and agencies commenting on the PEIR in the PEIR.

Task 7 Contractor Deliverables:

- a. A list of all public comments received during the Public Review phase organized by topic, with draft responses pertinent to each comment.
- b. A list of persons, organizations, and agencies commenting on the PEIR

Task 8 - Prepare a Mitigation Monitoring and Reporting Program (MMRP). Contractor shall:

- a. Prepare a MMRP to ensure the implementation of mitigation measures identified to reduce adverse environmental effects of the Project. The MMRP shall be included in the PEIR as an appendix.

Task 8 Contractor Deliverables:

- a. A completed Mitigation Monitoring and Reporting Program (electronic copy in PDF format)

Task 9 - Screen check Final Program Environmental Impact Report. Contractor shall:

- a. Prepare an electronic copy (MS Word 2003) of the Draft Final PEIR for screen check;
- b. Screen check the Draft Final PEIR with DPR for errors, omissions, and accuracy,
- c. Incorporate comments/edits from screen check to the Final PEIR prior to filing a Notice of Completion, Notice of Availability, and onset of the Public review period.
- d. Prepare a camera-ready hard copy of the screen checked Final PEIR, which shall include comments and responses, a summary of any changes made to the Draft PEIR that were incorporated into the final PEIR, and all appendices.
- e. Prepare an electronic file (PDF format) of the Final PEIR with comments and responses, a summary of any changes made to the Draft PEIR that were incorporated into the final PEIR, and all appendices for posting on DPR's public website.

DPR will assist Contractor with a screen check of the Final PEIR.

Task 9 Contractor Deliverables:

- a. An electronic copy (MS Word 2003) of the Final PEIR for screen check;
- b. An electronic copy (PDF format) of the Final PEIR after screen check corrections;
- c. A camera-ready hard copy of the screen checked Final PEIR

Task 10 - Compile and Organize the PEIR Administrative Record. Contractor shall:

- a. Compile and organize the PEIR Administrative Record.

Task 10 Contractor Deliverables:

- a. The complete PEIR Administrative Record, organized for ease of query.

2.3.11 Report Document Requirements: Contractor shall submit deliverables via CDs and for Project documentation and communication including, however, not limited to the following: digital photos for field observations and reports, and communication sent via E-mail to DPR's State's Representative.

All documents shall be submitted in hard copy and electronic format in Microsoft Office 2003, or later, file formats for text and spreadsheet data, and JPEG format for digital photos.

- 2.3.12 Provision of the Work: Work shall be provided in accordance with Task Specific Work Orders to be issued under the Master Agreement resulting from this RFQ and shall be subject to the provisions of the Master Agreement (*Attachment B, Sample Forms, Standard Agreement*), including any additional provisions specified in each Task Specific Work Order with regard to schedule, key personnel, and Subcontractors.

2.4 INFORMATION PROVIDED TO CONTRACTOR

- 2.4.1 DPR will provide the information necessary for Contractor to develop the Project concept, including the Project requirements, trail use change surveys, Project evaluation forms, and other relevant data.
- 2.4.2 DPR will prepare the chapters of the document relating to Biological Resources (except Aquatic Biology), Cultural Resources, Hazardous Materials, Noise, Population and Housing, Public Services, Security and Emergency Preparedness, and Transportation, including each section's environmental setting, regulatory setting, methodology, thresholds criteria, impact analysis, and mitigation criteria with accompanying graphics, citations, and reference material. DPR will adhere to the agreed upon Project Schedule for the preparation of the PEIR. DPR will assist in compiling information, screen checking documents, and participating in public meetings, as necessary.
- 2.4.3 GIS Mapping Graphics
- 2.4.4 It is recognized that DPR may not supply enough completed data to support every decision. Therefore, some literature search may need to be performed by Contractor.

2.5 WORK ORDER PROCEDURE FOR POTENTIAL TASKS

- 2.5.1 DPR shall authorize Contractor to perform work on a specific Task as described in Section 2.3 Scope of Work, by issuing to Contractor a Task specific Work Order. The Work Order will identify the Task, the Task specific scope of services, the schedule for providing the services and the required deliverables.
- 2.5.2 Work Orders will be primarily based upon fixed fees negotiated for the specific Task scope of services, 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 B "Sample Forms", Standard Agreement, Exhibit B, Attachment I, Work Order*).

- 2.5.3 Contractor shall submit an estimated cost breakdown based upon the task specific scope which shall include all necessary hours to perform the task specific scope of services, all estimated hours of labor and the corresponding hourly rate, along with any other estimated additional costs for services, including however, not limited to, Subcontractors, research, travel time, mileage, per diem, and any other direct or indirect costs necessary to provide the services. Only those employees actively providing services for a Task Specific Work Order shall be entitled to charge time to the Project.

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 B "Sample Forms", Standard Agreement, Exhibit B, Budget Detail and Payment Provisions*).

- 2.5.4 There shall not be a contract agreement until a Work Order has been fully executed. Contractor shall not proceed with the work until a written NTP has been issued by DPR.
- 2.5.5 DPR at its own discretion may choose to not prepare a Work Order and to not have the work performed even though Contractor's cost was negotiated to a fair and reasonable price.
- 2.5.6 Contractor shall provide all services required by and in accordance with each Task specific Work Order and such other necessary and incidental services that are required to provide services for the Task Specific Work Order.
- 2.5.7 If Contractor is unable to furnish adequate services, fails to provide deliverables, does not achieve Project milestones or deadlines, DPR reserves the right to discontinue using Contractor's services on that Task and for any future Tasks. If Contractor fails to perform or does not have the resources to handle all the Tasks requiring *services*, DPR reserves the right to contract with the other 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.

(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.
- 3.1.2 The SOQ shall consist of the following:
- a. 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 & street, if different)
 - Telephone number
 - Fax number
 - Name, title and email address of Contractor's contact person for this RFQ.
 - b. Organization chart identifying Contractor's team of specialists as follows: Environmental Planner/Project Manager, Environmental Specialist(s) (Air Quality/Climate Change/Land Use), Geologist, Hydrologist and Fishery Biologist. Specialists may be a member of Contractor's staff or Subcontractor(s) and shall be identified with the individual's name and company, as applicable.
 - c. Standard Form 330 (U.S. General Services Administration). Form 330 may be downloaded from: www.gsa.gov/Portal/gsa/ep/formslibrary.do?formType=SF.
 - d. Darfur Contracting Act (Attachment A).
 - e. 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 completed on time and within budget.
 - f. Schedule of Rates. Provide a Schedule of Rates for the principal firm (or firms if there is a joint venture or association) and Subcontractors. The schedule of rates shall consist of a list of Project staff by title with hourly billing rates and indicate: (a) if support services are billed as direct costs or are included in overhead; and (b) if handling charges or profit are added to other direct costs (e.g., Subcontractor's costs, reimbursables).
 1. Hourly rates shall include all administrative overhead costs, including supervision, clerical, building rent, utilities, telephone (including cell phones), incidental costs, and profit.
 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 Personnel Administration (DPA) approved subsistence allowances in place at the time the Agreement is awarded unless previously authorized by DPR.

This is not a Fee Proposal.

- 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 SOQs become the property of DPR upon receipt and will not be returned to Contractor.

3.2 SELECTION CRITERIA

The selection committee, appointed by DPR's Director will evaluate the SOQs using the following criteria:

Selection criteria ***shall*** include the qualifications of Subcontractors associated with Contractor.

	SELECTION CRITERIA	MAXIMUM POINTS
1.	Professional experience of Contractor and the collective professional experience of its team in performing services of a similar nature and scope.	20
2.	Quality and relevance of recently completed or ongoing work.	15
3.	Reliability, continuity, and location of firm to DPR's Northern Service Center.	5
4.	Staffing capability across all disciplines to meet the expected outcomes in a timely manner.	15
5.	Education and experience of Subcontractors, Specialists, key personnel to be assigned.	10
6.	Knowledge of applicable standards, regulations, codes and technology associated with the services performed.	15
7.	Specialized experience of the firm in the services to be performed.	10
8.	Accreditation, certifications, registrations and licenses of key personnel.	10
Total Possible Points		100

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

3.3 EVALUATION AND SELECTION PROCESS

- 3.3.1 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 Project, the complexity and special requirements of the specific services and the needs of DPR.
- 3.3.2 All SOQs received will be evaluated to determine the extent to which they comply with requirements of this RFQ.
- 3.3.3 A material and/or immaterial deviation may cause an SOQ to be rejected. If an SOQ fails to meet a material requirement of this RFQ, the SOQ may be rejected. A deviation is material to the extent that a response is not in substantial accord with the requirements of this RFQ.
- 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, its team members, its qualifications and experience. Contractors not invited to be interviewed 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 Contractor, its key personnel, and its Subcontractors.
- 3.3.7 Following the interviews, DPR shall select, in order of preference (ranked 1, 2, and 3), the Contractors deemed to be the most highly qualified to perform the required services. Contractors will be notified in writing of the ranking results.

(END OF SECTION)

SECTION 4 – ADMINISTRATIVE PROCESS AND REQUIREMENTS

4.1 AGREEMENT FOR SERVICES

- 4.1.1 The selected Contractor shall be required to execute a Standard Agreement, Form STD 213 (Attachment B to this RFQ), which shall include the terms and conditions of this RFQ and the Contractor Certification Clauses (CCC-307) which can be viewed at www.ols.dgs.ca.gov/Standard+Language/default.htm. Contractor shall execute the required number of copies of the Agreement and all ancillary documents and return them within seven (7) calendar days after Contractor's receipt of said documents.

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 issuance of the Agreement with Contractor.

- 4.1.2 By submitting an SOQ for this RFQ, Contractor and its Subcontractors acknowledge that Contractor's team shall provide the services required and have no objection to the Standard Agreement and its Exhibits.

4.2 INSURANCE REQUIREMENTS

- 4.2.1 Contractor shall be required to furnish evidence of insurance according to requirements included in *Attachment B, Sample Forms, Standard Agreement, Exhibit D - Special Terms and Conditions, "Insurance Requirements*.

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 Forms, Item 2, California Disabled Veteran Business Enterprise (DVBE) Notice, (8 pages).
- 4.3.2 DVBE documentation is not submitted with the SOQ. However, documentation will be required of selected Contractor at time the Standard Agreement is signed.
- 4.3.3 Compliance forms for this purpose will be provided at the time the Standard Agreement documentation is sent to Contractor for execution.
- 4.3.4 Information for DVBE resources can be found at www.dgs.ca.gov/default.htm or by calling the Office of Small Business and DVBE Certification at (916) 375-4940.

(END OF SECTION)

ATTACHMENT A

Darfur Contracting Act

ATTACHMENT A DARFUR CONTRACTING ACT

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, 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 (3)
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, business
initials activities or other operations outside of the United States, but we certify below
+ certification that we are not a scrutinized company as defined in Public Contract Code
below 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.

<i>Proposer/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 and State of</i>	

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.

ATTACHMENT B

SAMPLE FORMS

1. Standard Agreement (Form STD. 213) including
 - a. Exhibit A, Scope of Work, DPR 603
 - b. Exhibit B, Budget Detail and Payment Provisions, DPR 604
 - c. Exhibit B, Attachment I, Sample Work Order
 - d. Exhibit C, General Terms and Conditions (GTC 307), incorporated by reference.
View/download at: www.ols.dgs.ca.gov/Standard+Language/default.htm
 - e. Exhibit D, Special Terms and Conditions – DPR 605
2. Disabled Veteran Business Enterprise Program
DVBE Notice and Documentation: Disabled Veteran Business Enterprise Program Requirements (8 pages)

NOTE: DVBE Participation will be required if you are selected as a Contractor from this RFQ.

DVBE Compliance Certification and Documentation is not required at the time of the SOQ submittal.

ATTACHMENT B.1

Standard Agreement (Form STD. 213) including

- a. Exhibit A, Scope of Work, DPR 603
- b. Exhibit B, Budget Detail and Payment Provisions, DPR 604
- c. Exhibit B, Attachment I, Sample Work Order
- d. Exhibit C, General Terms and Conditions (GTC 307)
Incorporated by reference; view/download at:
www.ols.dgs.ca.gov/Standard+Language/default.htm
- e. Exhibit D, Special Terms and Conditions, DPR 605AE

This sample Agreement (10 pages) is a representation of the Agreement that will be awarded, if any, from this RFQ.

Please review carefully and present any questions in writing per 1.2 RFQ Issuing Office, Paragraph 1.2.2 of this RFQ.

STATE OF CALIFORNIA

STANDARD AGREEMENT

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

AGREEMENT NUMBER

C09E0032

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Department of Parks and Recreation

CONTRACTOR'S NAME

TBD

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	1 page(s)
Exhibit A, Attachment I, Detailed Description of Services	XX page(s)
Exhibit B, Budget Detail and Payment Provisions	2 page(s)
Exhibit B, Attachment I, Master Agreement Work Order	1 page(s)
Exhibit C*, General Terms and Conditions - GTC 307	4 page(s)

Check mark one item below as Exhibit D:

☒
☐

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

Exhibit - D* Special Terms and Conditions

5 page(s)

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.)

TBD

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

Department of Parks and Recreation

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

One Capitol Mall, Suite 410, Sacramento, CA 95814

California Department of General
Services Use Only☐ Exempt per:

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

Contractor's Name: TBD

Agreement Number: C09E0032

Page: 1 of 1

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 Environmental Planning Professional Services for the State in accordance with the Detailed Description of Work marked "Exhibit A, Attachment I".
2. The Environmental Planning Professional Services shall be for the Roads and Trails Change-In-Use Program, the State.
3. The services shall be conducted during Contractor's normal work hours.
4. The Agreement representatives during the term of this Agreement will be:

State Agency:	Department of Parks and Recreation	Contractor:	TBD
Section/Unit:	Northern Service Center	Section/Unit:	
Attention:	TBD, Contract Manager	Attention:	
Address:	One Capitol Mall, Suite 410	Address:	
City/State/Zip Code:	Sacramento, CA 95814	City/State/Zip Code:	
Phone:		Phone:	
Fax:		Fax:	

There shall be no change in the Contractor's Project Manager or members of the project team, without written approval by the State.

Contractor's Name: TBD
 Agreement Number: C09E0032
 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:

Department of Parks and Recreation
 One Capitol Mall, Suite 410
 Sacramento, CA 95814

- C. Prior to assignment of each Task, the State will provide a Task-Specific scope of services Work Order (see Exhibit B, Attachment I). Contractor shall submit a cost proposal indicating the number of hours and travel costs necessary to provide Environmental Planning Professional Services for the specific Task. 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 included in the Work Order. Total compensation shall be indicated in the Work Order and 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 Tasks 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.

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 I
MASTER AGREEMENT WORK ORDER**

Agreement Number: C09E0032

**TASK SPECIFIC SCOPE OF SERVICES
[Type of Services] Professional Services**

Project:	Work Order Date:	
Park Unit:	Work Order Amt:	\$0.00
District:	Start Date:	
Project No.:	Finish Date:	
PCA Number:	Work Order #:	

CONTACTS:

Department of Parks and Recreation**Name:****Title:****Service Center:****Address:****Telephone:****Cell Phone:****Fax:****E-Mail:****[Contractor]****Name:****Title:****Address:****Telephone:****Cell Phone:****Fax:****E-Mail:****Scope of Work**TaskDeliverableFee

SAMPLE

TOTAL THIS WORK ORDER -----> \$ -

This work order implements and is hereby made a part of Agreement Number [Contract #]

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**By:****DPR State Representative****Date**

-

By:**DPR Contract Manager****Date****By:****DPR Service Center Manager****Date****[CONTRACTOR]****By:****Contractor's Designated Manager****Date**

[Name] - [Title]

**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 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 covering any damages caused by an error, omission or any negligent acts. Limits of not less than \$1,000,000 Bodily Injury and Property Damage combined Single Limit per Claim shall be provided.

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.

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.

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 any moneys to any subcontractor.

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

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.

8. 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.

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 306) 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 hereunder for

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

ATTACHMENT B.1

Contractor's Name: TBD

Agreement Number: C09E0032

Page: 5 of 5

premium costs and expenses, the parties shall, as soon 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.

ATTACHMENT B.2

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) NOTICE

DVBE Notice and Documentation: Disabled Veteran Business Enterprise Program
Requirements and Forms DPR 486, STD 843 and DPR 489 (8 pages)

DVBE Participation will be required if you are selected as a Contractor from this RFQ.

DVBE Compliance Certification and Documentation is not required at the time of SOQ submittal.

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

Disabled Veteran Business Enterprise (DVBE) Notice
DVBE Participation Requirement for
Request for Qualifications (RFQ)

Potential Contractors' attention is directed to the Disabled Veteran Business Enterprise (DVBE) Participation Requirement for the selected contractor, as outlined in the accompanying RFQ package.

In order to be responsive and eligible for award of the contract, the selected contractor must attain the prescribed goals for the DVBE participation.

**The DVBE Participation Requirement
for this solicitation is 6%.**

**Failure to fulfill the DVBE requirement will render
the selected contractor as non-responsive.**

The DVBE participation requirement is mandatory by state law, whether you are conducting business as an individual, partnership or corporation.

**DVBE documentation is not submitted with the SOQ. However,
documentation will be required of selected contractor at the time the
Standard Agreement is signed.**

What is a Disabled Veteran Business Enterprise (DVBE)?

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: <http://www.pd.dgs.ca.gov/smbus/dvbecert.com>.

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.

Commercially Useful Function Definition

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.

As defined in MVC §999, a person or an entity is deemed to perform a "commercially useful function" if a person or entity does **all** of the following:

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out the obligation by actually performing, managing, or supervising the work involved.
- Performs work that is normal for its business services and functions.
- Is not further subcontracting a portion of the work that is greater than is expected by normal industry practices.

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.

What is the DVBE participation requirement?

6% DVBE participation is required for this solicitation. The Selected Contractor must meet the full participation requirement based on the total bid amount in order to be considered a responsive bidder.

PLEASE NOTE: *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:*

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

You will be required to report to DPR the actual dollars spent with each DVBE subcontractor on DPR 489. If awarded the contract you will receive this form at the completion of the contract. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Military & Veterans Code (M&VC) § 999.5(d))

Documentation

To be considered a responsive bidder, the selected contractor must document at least 6% DVBE participation commitment by completing and submitting the following forms at the time the Standard Agreement is signed:

- DPR 486, Bidder's DVBE Participation
- STD. 843, DVBE Declarations

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 by the selected contractor at the time the Standard Agreement is signed.

STD. 843, DVBE Declarations: All disabled veteran owners and disabled veteran managers of the DVBE must complete the form and submit it with the bid package. A STD. 843 needs to be submitted by every DVBE supplier who is part of a bid whether they are the prime or a sub.

Bids that fail to submit the completed required forms to confirm the level of DVBE participation may be declared unresponsive due to DVBE participation requirements. Clerical and typographical errors on these forms may be corrected at the State's sole discretion.

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.

Substitution of Proposed DVBE

- 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.
- 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.
- 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.

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

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).

To locate DVBE contractors:

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.

Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD) online certified firm database at <http://www.bidsync.com/DPXBisCASB>. 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.

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.eprocure.dgs.ca.gov (View CSCR Ads).

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

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

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

ATTACHMENT B.2
**DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
DVBE Documentation Checklist**

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.

When a firm bids on a state DPR contract that contains DVBE participation, the the dollar amount of **the bid must meet the 6% participation requirement** set by DPR.

PLEASE NOTE: *INCOMPLETE DOCUMENTATION (DPR 486 AND STD. 843) **MUST** RESULT IN DISQUALIFICATION FROM FURTHER PARTICIPATION IN THE SELECTION PROCESS FOR THE CONTRACT.*

The following checklist is provided to assist potential contractors with their DVBE participation documentation:

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.

DPR 486 - Part 2

- ☐ Signed "Bidder's Certification"

STD. 843

- ☐ A completed and signed STD. 843 is included with the bid for every DVBE (whether prime or sub) included.

DPR 489

- ☐ Contractor's Actual DVBE Participation is submitted at the completion of the contract.

BIDDER'S DVBE PARTICIPATION

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

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

COMPLETION INSTRUCTIONS

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

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

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

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

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

DVBE company listed for participation.

0 = Prime or Joint Contractor

1 = Primary Subcontractor or Supplier

2 = Subcontractor/Supplier of Level 1 Subcontractor/Supplier

3 = Subcontractor/Supplier of Level 2 Subcontractor/Supplier

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

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

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

COMPANY INFORMATION

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

PART 2 — BIDDER'S CERTIFICATION

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

BIDDING COMPANY'S NAME

SOLICITATION NUMBER

SIGNATURE

PRINTED NAME

DATE

TITLE

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

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 11/2005)

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: _____

PO/Contract Description (materials/supplies/services/equipment): _____

Solicitation/Contract Number: _____ SCPRS Ref. Number: _____
(FOR STATE USE ONLY)**SECTION 2****APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.**

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

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

(Printed Name of DV Owner/Manager)

(Signature of DV Owner/ Manager)

(Date Signed)

(Printed Name of DV Owner/Manager)

(Signature of DV Owner/Manager)

(Date Signed)

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

(If more than one firm, list on extra sheets.)

(Print or Type Name)

Firm/Principal Phone: _____ Address: _____

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

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

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

(Printed Name)

(Signature)

(Date Signed)

(Address of Owner)

(Telephone Number of Owner)

(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 ACTUAL SB/MB & DVBE PARTICIPATION

PART 1 — ACTUAL SMALL BUSINESS (SB)/MICRO BUSINESS (MB) AND DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION
Upon completion of a contract, for which a commitment to achieve SB/MB and/or DVBE participation goal was made, the prime contractor must report to the Department of Parks and Recreation the total amount paid to the awarded contractor, the actual percentage of participation that was achieved and must also certify that the information reported is correct.

COMPLETION INSTRUCTIONS

COMPANY INFORMATION: List the information of the prime and the subcontractor(s) and supplier(s) for SB/MB and/or DVBE.

CONTRACTED WITH: Show the name of the department or company with which the company listed contracted.

SB/MB/DVBE STATUS: Identify whether company is a California Certified SB/MB and/or DVBE and provide certification number.

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

SB and/or DVBE company listed for participation.

0 = Prime or Joint Contractor

1 = Primary Subcontractor or Supplier

2 = Subcontractor/Supplier of Level 1 Subcontractor/Supplier

3 = Subcontractor/Supplier of Level 2 Subcontractor/Supplier

DOLLAR VALUE: The dollar amount of the contract actually paid to subcontracted company.

PERCENT OF CONTRACT: The percentage of the total contract amount the dollar value represents.

COMPANY INFORMATION									
PRIME COMPANY NAME		CONTRACT NUMBER		PRIME COMPANY ADDRESS (Street, City, State, Zip Code)					
P R I M E	CONTACT	CONTACT PHONE ()	☐ SB/MB ☐ DVBE	☐ NONE	CERTIFICATION NO.	TOTAL DOLLAR VALUE PAID TO PRIME COMPANY			
SUBCONTRACTED COMPANY NAME		CONTRACTED WITH		COMPANY ADDRESS (Street, City, State, Zip Code)					
S U B	CONTACT	CONTACT PHONE ()	☐ SB/MB ☐ DVBE	CERTIFICATION NO.	TIER	DOLLAR VALUE	PERCENT OF CONTRACT		
SUBCONTRACTED COMPANY NAME		CONTRACTED WITH		COMPANY ADDRESS (Street, City, State, Zip Code)					
S U B	CONTACT	CONTACT PHONE ()	☐ SB/MB ☐ DVBE	CERTIFICATION NO.	TIER	DOLLAR VALUE	PERCENT OF CONTRACT		
SUBCONTRACTED COMPANY NAME		CONTRACTED WITH		COMPANY ADDRESS (Street, City, State, Zip Code)					
S U B	CONTACT	CONTACT PHONE ()	☐ SB/MB ☐ DVBE	CERTIFICATION NO.	TIER	DOLLAR VALUE	PERCENT OF CONTRACT		
SUBCONTRACTED COMPANY NAME		CONTRACTED WITH		COMPANY ADDRESS (Street, City, State, Zip Code)					
S U B	CONTACT	CONTACT PHONE ()	☐ SB/MB ☐ DVBE	CERTIFICATION NO.	TIER	DOLLAR VALUE	PERCENT OF CONTRACT		
SUBCONTRACTED COMPANY NAME		CONTRACTED WITH		COMPANY ADDRESS (Street, City, State, Zip Code)					
S U B	CONTACT	CONTACT PHONE ()	☐ SB/MB ☐ DVBE	CERTIFICATION NO.	TIER	DOLLAR VALUE	PERCENT OF CONTRACT		
SUBCONTRACTED COMPANY NAME		CONTRACTED WITH		COMPANY ADDRESS (Street, City, State, Zip Code)					
S U B	CONTACT	CONTACT PHONE ()	☐ SB/MB ☐ DVBE	CERTIFICATION NO.	TIER	DOLLAR VALUE	PERCENT OF CONTRACT		

PART 2 — CERTIFICATION

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

SIGNATURE

PRINTED NAME

DATE

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