



Bidder's Checklist

Items below must be submitted with your Quote. Quotes missing this information will be regarded as non-responsive and therefore rejected.

- _____ Public Works Contract Bid Form (Exhibit B, Attachment I) (DPR 482B)
- _____ Non Collusion Affidavit (DPR837)..
- _____ Bidder's Bond (DPR495)
- _____ Small business Preference (DPR 85)
- _____ Bidder's DVBE Participation (DPR 486)
- _____ Disabled Veteran Business Enterprises Declarations (STD843)
- _____ California Public Contract Code Section 10162 Questionnaire 10162 (DPR20)
- _____ Darfur Contracting Act Certification (DPR 74) - Public Contract Code sec 10478

YOUR RETURN ADDRESS
(REQUIRED)



BID – CONFIDENTIAL

Park Name:

Border Field State Park

Contract Number and Project Name:

C1247040 – **Goat Canyon Sediment Basin - Sediment Removal**

SB/DVBE Option Bid/Quote Day:

Monday, May 20, 2013

Department of Parks and Recreation
San Diego Coast District
4477 Pacific Highway
San Diego, CA 92110

Exhibit B, Attachment 1

PUBLIC WORKS BID FORM

BID TIME	BID DATE
2:00PM	5/20/2013
PROJECT LOCATION	
1500 Monument Road, San Diego, CA 92173	
PROJECT NAME	
Goat Canyon Basin Sediment Removal	

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.

Verification: By signing this Bid Form, the bidder assures the state that it has not been convicted of violating a state or federal law regarding the employment of undocumented aliens, in the preceding five years.

The prospective contractor's signature affixed hereon and dated shall constitute a certification that the representations made by the prospective contract in the bid are made under penalty of perjury under the laws of the State of California.

Important: Pursuant to Title 2, California Code of Regulations, Section 8103 and Business and Professions Code Section 7028.15, no bid will be considered unless it contains the certifications and license information requested on this form. The State reserves the right to waive any irregularity in any bid or to reject any or all bids.

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 above. This certification is made under the laws of the State of California. I understand that failure to submit the Public Works Bid Form without the appropriate bidder signature will result in rejection of the bid.

BY (Authorized Signature)

DATE



PRINTED NAME AND TITLE OF PERSON SIGNING

CONTRACTOR/BIDDER FIRM NAME (Printed)	PHONE NO.	FAX NO.
ADDRESS	CITY/STATE/ZIP CODE	
LICENSE CLASSIFICATION	LICENSE NO.	LICENSE EXPIRATION DATE
STATUS OF BUSINESS (Check appropriate box.)		
<input type="checkbox"/> Individual.		
<input type="checkbox"/> Corporation. State in which incorporated: _____		
<input type="checkbox"/> Partnership. Full names of partners: _____		

Listed hereinafter are the names, addresses and contractor's license numbers of all subcontractors who will perform work or labor or render services in an amount in excess of one-half of one percent of the general contractor's total bid if this bid is accepted and the portion of the work that each will perform. Material vendors are not included.

KIND OF WORK	NAME AND ADDRESS	LICENSE NO.

Exhibit B, Attachment I (Bid Form)
Goat Canyon Sediment Basin - Sediment Removal
C1247040

Work Location Address
Border Field State Park,
1500 Monument Road
San Diego CA 92154

The Goat Canyon Sediment Basin complex (GCSB), managed by California State Parks (CSP, the State), is a sediment capture/retention facility located within Border Field State Park (BFSP), 1500 Monument Road, San Diego, CA 92173. The GCSB includes the Sediment Basins which consist of a concrete bottom in-canyon diversion structure that transitions into a flow-through sedimentation basin system of two earth bottom sedimentation retention basins in series. Additional infrastructure associated with the GCSB includes the Processing Pad- a roughly 9-acre staging and work area designed to stage and process Deposition Material excavated from the Sediment Basins. Additional infrastructure also associated with the GCSB includes a series of Solid Waste consolidation devices (referred to as “Trash Booms” throughout this Scope of Work), a system of access roads and routes, alternate staging areas, a water source, and other features. All According to the Scope /Specifications, & Plans hereby attached and made a part of this booklet.

The term “Deposition Material” as used throughout this Contract is defined as any material (including sand, fines, cobble, rock, trash, tires and other material) found in the Sediment Basins and on the Processing Pad. The Deposition Material also contains Solid Waste.

The term “Solid Waste” is used throughout this Contract to denote plastics, foam, lumber and construction debris, various types of textiles, and other miscellaneous trash from various sources. Solid Waste is present in discrete surface accumulations behind the Trash Booms, adjacent to fencing and vegetation, and at other locations in the GCSB. Solid Waste is also generally distributed throughout the surface and subsurface within the matrix of the Deposition Material. The Deposition Material also contains Waste Tires.

The term “Waste Tires” is used throughout this Scope of Work to denote discarded vehicle tires or tire parts. Throughout this Scope of Work, “Waste Tires” are not included in the definition of Solid Waste in order to clearly define separate handling and disposal requirements.

The Sediment Basins are capable of retaining approximately 60,000 cubic yards of Deposition Material. It is anticipated that 40,000 cubic yards of Deposition Material is currently present in the Sediment Basins and roughly 100,000 cubic yards of Deposition Material from past years is on the Processing Pad. Past removal projects have demonstrated that the Deposition Material in the Sediment Basins, when full, is typically composed of approximately 85% sand and fines, and 15% rock/cobble, and includes an estimated 50 tons of trash and debris (not including tires), and an estimated 3,000 tires or tire shards.

Roughly 15,000 cubic yards of sorted sediment is currently staged on the Processing Pad; this material is distinct from the Deposition Material and is the property of the State and must be protected in place throughout the Contract period.

There is very little industrial development in the upstream canyon, and therefore the probability of industrial pollutants is low. There is a potential for concentrated wastewater run-off,

especially with surface flows or wet soils, associated with a failing or inadequate sewage system in the canyon upstream.

Contractor will perform clean out maintenance of the GCSB according to this **Scope of work** which is hereby attached and made a part of this Contract and includes the details outlined below.

The bidder agrees to complete all work within Thirty Calendar Days (30) for the Sediment Basin excavation, and Ninety Calendar Days (90) for the Deposition Material haul off-site, from the date of written notice to commence work.

Details:

1. The Contractor shall un-hook the two Trash Booms (attachment C-1) and pull them to the basin edge prior to excavation of the Sediment Basins. Upon completion of excavation, the Contractor shall re-attach the two Trash Booms.
2. The Contractor shall remove Solid Waste consolidated in discrete surface accumulations behind the two Trash Booms. The Contractor shall remove other readily accessible discrete surface accumulations of Solid Waste (e.g., along the drift fence and vegetation on the eastern Sediment Basin edge.) The Contractor shall dispose of this Solid Waste off-site in accordance with appropriate environmental regulations and policies. The Contractor is not responsible for sorting and removal of Solid Waste generally distributed throughout the surface or subsurface within the matrix of the Deposition Material.
3. The Contractor shall collect and stage all Waste Tires present on the surface of the Sediment Basins and all Waste Tires that become exposed during the excavation and staging of the Deposition Material. The Waste Tires shall be staged in a discrete pile, or piles, relatively free of other Deposition Material (i.e., sediment, rock, Solid Waste), at one of the GCSB staging areas as directed by the CSP Representative. The Contractor is not responsible for off-site disposal of Waste Tires.
4. The Contractor shall excavate 40,000 cubic yards of Deposition Material from the Sediment Basins and restore the Sediment Basins to original design grade. The Contractor shall haul this Deposition Material to the adjacent Processing Pad.
5. The Contractor shall stage the Deposition Material on the Processing Pad within the limits of work. The Deposition Material shall be staged in a manner that it conforms with the Deposition Material currently staged on the Processing Pad and in a manner that no Deposition Material may erode from the processing pad with subsequent rains. The Contractor shall protect the pile of sorted sediment (currently staged on the Processing Pad) in place.
6. Utility (water) costs shall be the responsibility of the Contractor. CSP has a water source in the vicinity of the project however, use of that utility is dependent upon the establishment of a Contingent Fund between CSP and the Contractor, and the Contractor must meter water usage and develop necessary infrastructure to meet water needs.
7. The Contractor shall protect all GCSB facility elements, infrastructure, and area-associated natural resources (including vegetation) and cultural resources in place. Approximate limits of excavation and approved routes of travel are represented on the figures and plans attached (Figure 2; Attachments C-27, C-28, C-29, C-30). Vegetation growing on the surface of the Deposition Material within the limits of excavation shall be excavated as part of the Deposition Material. The Contractor shall review, and mark (stakes, flagging etc) to the satisfaction of the CSP representative, the approximate limits of work during the pre-construction meeting with the CSP Representative.
8. The Contractor shall conduct topography surveys during excavation of the Sediment Basins in order to confirm that the Contractor excavates the GCSB to original design grade. The Contractor shall provide the survey results to the CSP Representative. Survey

grades shall be reviewed with the CSP representative a minimum of three times throughout the project duration; these surveys, in conjunction with enumeration of haul loads, shall be used to determine project completion. Topographic information for the as-built design shall be available upon request.

9. The Contractor shall haul off-site, out of the Park, appropriate volume of Deposition Material, as determined through the competitive bid process (see Bid Options below; Option A: 20,000 cubic yards; Option B: 10,000 cubic yards; Option C: 5,000 cubic yards; Option D: 0 cubic yards). Deposition Material to be hauled off-site may be taken directly from the Sediment Basins or from the Processing Pad at the discretion of the Contractor. Haul-off and disposal shall be conducted in accordance with appropriate environmental regulations and policies and conformance with all environmental regulations for haul-off and disposal is the responsibility of the Contractor. Contractor shall not deposit Deposition Material within the Tijuana River Valley unless the specific location is approved by the CSP representative.
10. The Contractor shall provide a daily haul-log documenting excavation progress by haul vehicle and quantity, and location of disposal; this shall be presented to the CSP Representative on a daily basis throughout the duration of the Project.
11. This property belongs to State of California Department of Parks and Recreation. Other portions of this Contract specify further project conditions including Contractor liability for damage to GCSB facility elements, infrastructure, and area-associated natural and cultural resources.
12. The Contractor shall manage all elements of the task however work shall be done at the direction of the CSP Representative.
13. This Project is time sensitive. The Contractor shall start Deposition Material excavation on September 12, 2013 (after breeding bird season) and complete all Deposition Material excavation prior to significant rain and no later than October 31, 2013. If significant rain comes early, and the Sediment Basins fill with additional Deposition Material, the Contractor is still required to excavate and haul-off the total volumes agreed to in this Contract however, the Contractor will not be required to return the Sediment Basins to original as-built grade.
14. CSP holds the required environmental permits and management planning documents for this Task. The Contractor shall work within the parameters specified by these permits and management plans, available upon request.
15. The Contractor shall complete the Goat Canyon Sediment Basin Maintenance Close-out Informational Survey and include this survey as part of the Final Report.
16. The Contractor is responsible to supply all equipment, materials and labor to successfully complete the items detailed above.

The State desires to complete the maximum amount of work that can be accomplished within available funds. The award of contract, if made, will be to the lowest responsible bidder who submits the lowest **Total Base Bid for Option A (preferred)**.

Should the lowest qualified bid for the Total Base Bid for Option A be greater than the available funds, the State will then review the bids for the Total Base Bid for Option B. The award of contract, if made, will be to the lowest responsible bidder for the **Total Base Bid for Option B**.

Should the lowest qualified bid for the Total Base Bid for Option B be greater than the available funds, the State will then review the bids for the Total Base Bid for Option C. The award of contract, if made, will be to the lowest responsible bidder for the **Total Base Bid for Option C**.

Should the lowest qualified bid for the Total Base Bid for Option C be greater than the available funds, the State will then review the bids for the Total Base Bid for Option D. The award of contract, if made, will be to the lowest responsible bidder for the **Total Base Bid for Option D**.

All of the following Quote/Bid Options A, B, C and D must be completed with a dollar amount.

Bid Option A:

Contractor shall excavate 40,000 cubic yards of Deposition Material from the Sediment Basins. Contractor shall haul 20,000 cubic yards of Deposition Material off-site, out of the park. During the authorized construction period, the Contractor shall own all Deposition Material with option to process and separate at his/her discretion. The State shall make the Processing Pad available to the Contractor. To the extent possible, Contractor shall seek to haul additional Deposition Material off-site for beneficial re-use, at no additional cost to the State. At the conclusion of the contract period, the Contractor shall leave remaining Deposition Material on the Processing Pad as property of the State.

The intent of Option A is to clean the Sediment Basins of 40,000 cubic yards of Deposition Material and require the off-site removal of 20,000 cubic yards of Deposition Material, and to encourage the off-site removal (out of the park) of additional Deposition Material by allowing the Contractor to explore beneficial re-use of the Deposition Material.

Totals

Excavate Sediment Basins	\$ _____/cubic yard	40,000 cubic yards	\$ _____
Haul off-site	\$ _____/cubic yard	20,000 cubic yards	\$ _____
Est... Labor:	\$ _____		

Materials & Related Expenses: \$ _____

Total Base Bid Option A: \$ _____

Total Base Bid A. Dollar Amount Written Out - _____

Bid Option B:

Contractor shall excavate 40,000 cubic yards of Deposition Material from the Sediment Basins. Contractor shall haul 10,000 cubic yards of Deposition Material off-site, out of the park. During the authorized construction period, the Contractor shall own all Deposition Material with option to process and separate at his/her discretion. The State shall make the Processing Pad available to the Contractor. To the extent possible, Contractor shall seek to haul additional Deposition Material off-site for beneficial re-use, at no additional cost to the State. At the conclusion of the contract period, the Contractor shall leave remaining Deposition Material on the Processing Pad as property of the State.

The intent of Option B is to clean the Sediment Basins of 40,000 cubic yards of Deposition Material and require the off-site removal of 10,000 cubic yards of Deposition Material, and to encourage the off-site removal (out of the park) of additional Deposition Material by allowing the Contractor to explore beneficial re-use of the Deposition Material.

Totals

Excavate Sediment Basins	\$ _____/cubic yard	40,000 cubic yards	\$ _____
Haul off-site	\$ _____/cubic yard	10,000 cubic yards	\$ _____
Est... Labor:	\$ _____		

Materials & Related Expenses:\$ _____

Total Base Bid Option B: \$ _____

Total Base Bid B. Dollar Amount Written Out - _____

Bid Option C:

Contractor shall excavate 40,000 cubic yards of Deposition Material from the Sediment Basins. Contractor shall haul 5,000 cubic yards of Deposition Material off-site, out of the park. During the authorized construction period, the Contractor shall own all Deposition Material with option to process and separate at his/her discretion. The State shall make the Processing Pad available to the Contractor. To the extent possible, Contractor shall seek to haul additional Deposition Material off-site for beneficial re-use, at no additional cost to the State. At the conclusion of the contract period, the Contractor shall leave remaining Deposition Material on the Processing Pad as property of the State.

The intent of Option C is to clean the Sediment Basins of 40,000 cubic yards of Deposition Material and require the off-site removal of 5,000 cubic yards of Deposition Material, and to encourage the off-site removal (out of the park) of additional Deposition Material by allowing the Contractor to explore beneficial re-use of the Deposition Material.

Excavate Sediment Basins	\$ _____/cubic yard	40,000 cubic yards	\$ _____
Haul off-site	\$ _____/cubic yard	5,000 cubic yards	\$ _____
Est... Labor:	\$ _____		

Materials & Related Expenses:\$ _____

Total Base Bid Option C: \$ _____

Total Base Bid C. Dollar Amount Written Out - _____

Bid Option D:

Contractor shall excavate 40,000 cubic yards of Deposition Material from the Sediment Basins. During the authorized construction period, the Contractor shall own all Deposition Material with option to process and separate at his/her discretion. The State shall make the Processing Pad available to the Contractor. To the extent possible, Contractor shall seek to haul Deposition Material off-site for beneficial re-use, at no additional cost to the State. At the conclusion of the contract period, the Contractor shall leave remaining Deposition Material on the Processing Pad as property of the State.

The intent of Option D is to clean the Sediment Basins of 40,000 cubic yards of Deposition Material and to encourage the off-site removal (out of the park) of additional Deposition Material by allowing the Contractor to explore beneficial re-use of the Deposition Material.

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Excavate Sediment Basins	\$ _____/cubic yard	40,000 cubic yards	\$ _____
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Est... Labor:\$ _____

Materials & Related Expenses:\$_____

Total Base Bid Option D: \$_____

Total Base Bid D. Dollar Amount Written Out -_____

***If progress payments for invoicing (if applicable) are required for this for this public works project, each task WILL be itemized out for each required progress payment written out and attached and entered on this form submitted with contractor's bid form. **according to the general conditions 0700 Page 9 (DPR483) Schedule of Values, hereby attached and made a part of this bid.

Project Tasks: For purposes of progress invoicing, the below are tasks that shall be identified in the progress invoice process: **ie EXAMPLE: *(Mobilization and Bond (includes equipment and material purchases as needed) \$_____)**

1. \$_____ for _____

2. \$_____ for _____

3. \$_____ for _____

4. \$_____ for _____

5. \$_____ for _____

6. \$_____ for _____

ADDENDUM ACKNOWLEDGEMENT (Please initial for Addendums received)

ADDENDUM #1 _____ **ADDENDUM #2** _____ **ADDENDUM #3** _____

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

BIDDER'S BOND

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, _____

_____, as Principal, and as Surety,
are held and firmly bound unto the State of California, hereinafter called the State, in the penal sum of ten percent (10%) of the total amount of the bid of the Principal above named, submitted by said Principal to the State of California, Department of Parks and Recreation for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such that:

WHEREAS, the Principal has submitted the above-mentioned bid to the State of California, Department of Parks and Recreation, for certain construction specifically described as follows, for which bids are to be opened at

(Insert place where bids will be opened)

_____ on _____

(Insert date of bid opening)

for _____

(Copy here the exact description of work, including location, as it appears on the proposal)

NOW, THEREFORE, If the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him or her for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files the two bonds with the Department, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 20____.

(SEAL)

(SEAL)

(SEAL)

Principal

(SEAL)

(SEAL)

(SEAL)

Surety

NOTE: Signatures of those executing for the Surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California

County of _____ ss

On this _____ day of _____ in the year of 20____ before me, a notary public in and for the county and state aforesaid, personally appeared _____

known to me to be the person whose name is subscribed to the within instrument and known to me to be the attorney-in-fact of _____

and acknowledged to me that

he subscribed the name of the said company thereto as surety, and his own name as attorney-in-fact.

(SEAL

Notary Public

SMALL BUSINESS PREFERENCE

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

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

PART I

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

☐ YES

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

☐ NO

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

PART II

COMPLETION INSTRUCTIONS

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

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

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

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

0 = Prime or Joint Contractor

1 = Primary Subcontractor or Supplier

2 = Subcontractor/Supplier of Level 1 Subcontractor/Supplier

3 = Subcontractor/Supplier of Level 2 Subcontractor/Supplier

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

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

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

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

Total Small Business Subcontractor Dollar Value

Total Amount of Bid

TOTAL % OF BID FOR ALL SMALL BUSINESS SUBCONTRACTORS

BIDDER'S DVBE PARTICIPATION

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

COMPLETION INSTRUCTIONS

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

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

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

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

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

DVBE company listed for participation.

0 = Prime or Joint Contractor

1 = Primary Subcontractor or Supplier

2 = Subcontractor/Supplier of Level 1 Subcontractor/Supplier

3 = Subcontractor/Supplier of Level 2 Subcontractor/Supplier

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

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

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

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

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

C1247040

SIGNATURE

PRINTED NAME

DATE



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

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 5/2006)

Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

SECTION 1

Name of certified DVBE: _____ DVBE Ref. Number: _____

Description (materials/supplies/services/equipment proposed): _____

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

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

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

(Printed Name of DV Owner/Manager) (Signature of DV Owner/ Manager) (Date Signed)_____
(Printed Name of DV Owner/Manager) (Signature of DV Owner/Manager) (Date Signed)Firm/Principal for whom the DVBE is acting as a broker or agent: _____
(If more than one firm, list on extra sheets.) (Print or Type Name)

Firm/Principal Phone: _____ Address: _____

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

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


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

(Printed Name) (Signature) (Date Signed)_____
(Address of Owner) (Telephone) (Tax Identification Number of Owner)

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

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

CALIFORNIA PUBLIC CONTRACT CODE SECTION 10162
— Questionnaire —

PARK UNIT NAME	PROJECT NAME	
	Goat Canyon Basin Sediment Removal	
NAME OF BUSINESS		
<i>In accordance with Section 10162 of the California Public Contract Code, bidders shall complete, under penalty of perjury, the question below. Please answer the following:</i>		
<p>HAVE YOU, ANY OFFICER OF YOUR BUSINESS, OR ANY EMPLOYEE OF YOUR BUSINESS WHO HAS PROPRIETARY INTEREST IN YOUR BUSINESS EVER BEEN DISQUALIFIED, REMOVED, OR OTHERWISE PREVENTED FROM BIDDING ON, OR COMPLETING A FEDERAL, STATE, OR LOCAL GOVERNMENT PROJECT BECAUSE OF A VIOLATION OF LAW OR VIOLATION OF SAFETY REGULATIONS?</p> <p><input type="checkbox"/> Yes (Explain circumstances below. Attach additional pages if needed.) <input type="checkbox"/> No</p>		
NOTICE TO BIDDERS		
<p>Bidders are cautioned that making false certification may subject the certifier to criminal prosecution.</p> <p>The Department of Parks and Recreation (DPR) reserves the right under California Public Contract Code Section 10162 to reject any bidder, any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder who has been disqualified, removed or otherwise prevented from bidding on, or completing a federal, state or local government project because of a violation of law or violation of safety regulations.</p> <p>Failure to return this form with the bid shall not be cause for rejection; however, bidders must furnish the completed form within the time frame prescribed by the DPR. Failure to submit this form within the time frame prescribed by the DPR may be deemed refusal of an award which shall be cause for forfeiture of bidder's security.</p>		
CERTIFICATION		
<p><i>By my signature, I certify under penalty of perjury under the laws of the State of California that the foregoing questionnaire and statements pursuant to California Public Contract Code Section 10162 are true and correct.</i></p>		
BIDDER SIGNATURE	PRINTED NAME	DATE
		

DARFUR CONTRACTING ACT CERTIFICATION

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

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

OPTION #1 - CERTIFICATION

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

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

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

OPTION #2 - WRITTEN PERMISSION FROM DGS

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

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

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