



State of California -The Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
P.O. Box 944209
Sacramento, CA 94244-2090
wildlife.ca.gov

GAVIN NEWSOM, Governor
MEGHAN HERTEL, Director



Request for Quote – Personal Services Notice to Prospective Bidders

July 22, 2026

RFQ Number and Name: S2660011, Pest Control Services at SJWA

RFQ Submission Deadline: 03:00PM (Pacific) August 07, 2026

The California Department of Fish and Wildlife (CDFW), invites you to review and respond to this Request for Quote (RFQ).

All agreements entered into with the State of California will include by reference General Terms and Conditions (02/2025) and Contractor Certification Clauses (04/2017) that may be viewed and downloaded at:

- [General Terms and Conditions \(GTC 02/2025\)](#)
- [Contractor Certification Clauses \(CCC 04/2017\)](#)

Questions concerning this RFQ must be submitted by email to the CDFW RFQ Contact:

Kris Philippon
Kristin.Phippon@Wildlife.ca.gov

General Information

A. Agreement Term

The contract term will be upon contract approval through June 30, 2029.

B. Contract Budget Amount

The contract maximum will be set based on the awarded vendor's total quote.

C. Purpose and Description of Services

The California Department of Fish and Wildlife is seeking pest control (Integrated Pest Management) services at the San Jacinto Wildlife Area (SJWA).

IPM services are necessary for the control and eradication of mice, rats, crawling and flying insects. The services will be performed on CDFW owned structures including work buildings, public restrooms, residences, and garages at SJWA.

San Jacinto Wildlife Area is located at 17050 Davis Road, Lakeview, Riverside County.

For a detailed description of work to be performed, see Exhibit A, Scope of Work, which is attached hereto within the sample DFW 210 standard agreement.

D. Eligible Bidders

The bidder must be legally constituted and qualified to do business within the State of California (registered with the [Secretary of State](#)). Except for bidders whose legal status precludes incorporation (i.e., public agencies, sole proprietorships, and partnerships), bidders that are not fully incorporated by the deadline for submitting sealed bids will be disqualified.

The bidder must also not be listed on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code.

Submittal Checklist & Required Attachments

Attachment 1 - RFQ Submission Checklist

Complete this checklist to confirm the items in your quote. Place a check mark or "X" next to each item that you are submitting to the State. For your quote to be responsive, all attachments must be included in your quote submission. **Email completed quote submission to the RFQ Contact:**

Kristin.Phillippon@Wildlife.ca.gov

- ☐ Attachment 1. RFQ Submission Checklist
- ☐ Attachment 2. Quote Sheet
- ☐ Attachment 3. Payee Data Record (STD 204)
- ☐ Attachment 4. Contractor's Certification Clauses
- ☐ Attachment 5. Darfur Contracting Act Certification
- ☐ Copy of Valid California Business License

Company Contact Information:

- 1. Company Name:**
- 2. Telephone Number:**
- 3. Email Address:**
- 4. Address:**
- 5. Contact Name (Print):**
- 6. Title:**
- 7. Are you certified with the Department of General Services, Office of Small Business and DVBE Services (OSDS) as:**
 - a. California Small Business, Yes/No _____ If yes, enter certification number:**
 - b. Disabled Veteran Business Enterprise Yes/No _____ If yes, enter certification number:**

NOTE: A copy of your Certification is required and MUST be included if either of the above items are checked "Yes".

Attachment 2 - Quote Sheet

In submitting a quote, I agree to provide to CDFW pest control services in accordance with the specifications, terms, and conditions contained herein, at the unit rates noted below. Rates include all Contractor costs including but not limited to labor, taxes, transportation, and all other expenses necessary under the performance of this contract.

Item	Number of Units		Cost Per Unit		Total
Task 1: Initial Service (Month one of contract)	1	X	\$	=	\$
Task 2: Quarterly Services	11	X	\$	=	\$
Additional treatments as needed	(TBD)	X	\$	=	\$
Total Amount of Agreement Must Not Exceed					\$

Attachment 3 - Payee Data Record (STD 204)

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

STD 204 Payee Data Record

This form is available at: www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf

The STD 205 is optional. It is used to provide remittance address information if different than the mailing address on the STD 204 – Payee Data Record. Use this form to provide additional remittance addresses and additional Authorized Representatives of the Payee not identified on the STD 204.

STD 205 Payee Data Record Supplement

This form is available at: www.documents.dgs.ca.gov/dgs/fmc/pdf/std205.pdf

IDR6, San Jacinto Wildlife Area
S2660011, Pest Control Services at SJWA

Attachment 4 - Contractor Certification Clauses

A completed Contractor Certification Clause is required with your bid. Please use this link to go directly to the form:

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/CCC-042017.pdf?la=en&hash=4DE3E4DC414511AE378794200BA43EBF91C758EE>

IDR6, San Jacinto Wildlife Area
S2660011, Pest Control Services at SJWA

Attachment 5 – Darfur Contracting Act Certification

A completed DARFUR Contracting Act Certification is required with your bid. Please use this link to go directly to the form:

<https://www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/Solicitation-Document-Attachments/Darfur-Contracting-Act.pdf>

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

CONTRACTING AGENCY NAME

California Department of Fish and Wildlife (CDFW)

CONTRACTOR NAME

(TBD)

2. The term of this agreement is:

START DATE

Upon CDFW Approval

THROUGH END DATE

06/30/29

3. The maximum amount of this Agreement is:

(TBD)

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C*	General Terms and Conditions (02/2025)	*
Exhibit D	Additional Provisions	10
Exhibit E	Federal Provisions (if applicable)	4

Items shown with an asterisk (*) are hereby incorporated by reference and made part of this Agreement as if attached hereto. These documents can be viewed at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

In Witness Whereof, this Agreement has been executed by the parties identified below:

CONTRACTOR

CONTRACTOR NAME

(TBD)

PRINTED NAME OF PERSON SIGNING

TITLE OF PERSON SIGNING

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Fish and Wildlife (CDFW)

PRINTED NAME OF PERSON SIGNING

TITLE OF PERSON SIGNING

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

With accordance to [California Civil Code §1633.5\(b\)](#), I acknowledge that by providing my electronic signature for this form, I agree that my electronic signature is legal binding equivalent to a handwriting signature. I hereby confirm that my electronic signature represents my execution or authentication of this form, and my intent to be bound by it.

1. Introduction of Services

The Contractor agrees to provide to the California Department of Fish and Wildlife (CDFW) pest control services in accordance with the specifications, terms, and conditions contained herein.

2. Location of Services

The services will be performed at the following locations:

San Jacinto Wildlife Area – 17050 Davis Road, Lakeview, CA, 92567, Riverside County.

3. Service Schedule

The services will be provided between standard business hours, except on holidays. The Contractor will be required to obtain agreement, in writing, from the CDFW Contract Manager for any changes to the service schedule.

4. Project Officials

CDFW Project Officials	Contractor Project Officials
Contract Manager Name: Cris Crecelius Phone: (760) 636-6118 Email: Cristopher.Crecelius@wildlife.ca.gov Address: 8700 Davis Road Niland, CA 92257	Project Director Name: Phone: Email: Address: Street Address City, State, Zip
Direct all inquiries to: CDFW – IDR6 / Contracts Name: Kris Philippon Address: 3602 Inland Empire Blvd C220 Ontario, CA 91764 Phone: (916) 557-3449 Email: Kristin.Phillippon@Wildlife.ca.gov	Direct all inquiries to: Name: Same as above Address: Phone: Email:

Either party may make changes to the Project Officials by giving written notice to the other party. Said changes will not require an amendment to this Agreement.

5. Scope of Work

A. Background and Objectives

Integrated Pest Management (IPM) services are necessary for the control and eradication of mice, rats, crawling and flying insects. The services will be performed on CDFW owned structures including work buildings, public restrooms, residences, and garages at the San Jacinto Wildlife Area.

These IPM services are to be performed on facilities as follows:

1. 17050 Davis Road, Lakeview
 - a. Two (2) work buildings
 - b. Two (2) residences
 - c. One (1) water treatment building
 - d. One (1) public restroom

B. Work to be Performed

1. Task 1: Initial Service – Integrated Pest Management (IPM) Services

- a) Conduct initial assessment and provide full IPM services over all buildings covered under the contract.
- b) Objectives and Deliverables:
 - i. Meet with CDFW staff to tour facilities and discuss known IPM issues
 - ii. Inspect buildings' interior and exterior areas for pests
 - iii. Identify/notify CDFW staff of any current pest control issues
 - iv. Recognize any potential pest control issues
 - v. Develop a quarterly IPM plan to minimize/eliminate any potential pest infestations

2. Task 2: Quarterly Integrated Pest Management (IPM) Services

- a) Provide quarterly IPM services for all buildings covered under the contract.
- b) Objectives and Deliverables:
 - i. Inspect buildings' interior and exterior areas for pests.
 - ii. Identify/notify CDFW staff of any current pest control issues.
- c) The Contractor will notify CDFW personnel via telephone two (2) to three (3) days prior to providing quarterly services.

C. Reports

1. The report must summarize the following data elements:
 - a) Assessment of interior and exterior structures
 - b) Threshold determinization
 - c) Control and Evaluation
 - d) Monitoring Chart
 - e) Safety Data Sheet
2. The Contractor will prepare and submit the report to the CDFW Contract Manager by email.
3. The Contractor must submit, via email or hand-delivery, a material safety data sheet (MSDS) for all chemicals used on the property to the CDFW Contract Manager prior to the first pest control service is administered. A current MSDS must be provided any time a new material is used in the process of completing the requirements of this agreement.

D. Schedule of Completion Dates

Activity

Task 1 – Initial Assessment and Service

Task 2 – Quarterly IPM Services/Reports

Anticipated Due Date*

Month one (1) of contract

Quarterly throughout the contract term

*Changes to due dates must be agreed upon in writing by the Contractor and CDFW Contract Manager. Due dates must fall within the term of the contract.

6. Contractor Minimum Qualifications/Requirements

- A. The Contractor must possess a valid Structural Pest Control Board License issued by the Department of Consumer Affairs throughout the term of the agreement.
- B. The Contractor must possess a valid Qualified Applicator License for Landscape Maintenance (Category B) issued by the Department of Pesticide Regulation.

7. Insurance Requirements

The Contractor will be required to maintain the following insurance coverage throughout the duration of this agreement and must supply proof of coverage upon request by CDFW. Insurance must be in accordance with the Exhibit D CDFW Additional Provisions.

- A. Commercial General Liability (limits not less than \$1,000,000 per occurrence with a \$2,000,000 annual policy aggregate)

- B. Automobile Liability (limits not less than \$1,000,000 combined single limit per accident)
- C. Pollution Liability (limits not less than \$1,000,000 each occurrence and \$2,000,000 aggregate which may include Pesticide/Herbicide Applicator Coverage if applicable, or its equivalent).
- D. Workers Compensation and Employers Liability (limits of \$1,000,000 are required. The waiver of subrogation endorsement must also be provided).

The above policies must each be endorsed to include "the State of California, its officers, agents and employees as additional insured but only with respect to work performed under the Contract".

1. INVOICING AND PAYMENT

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein.
- B. The Contractor will be paid **quarterly** in arrears, upon submission of an invoice, which properly details all charges, expenses, direct and indirect costs. Invoices must be submitted to:

Contact:	Cris Crecelius	Kris Philippon
Email:	Cristopher.Crecelius@wildlife.ca.gov	Kristin.Phippon@Wildlife.ca.gov

- C. The invoice will be forwarded to the California Department of Fish and Wildlife (CDFW) Accounting Claims Section by the CDFW Contract Manager. Payment of any invoice will be made only after receipt of a complete, supported, documented, and accurately addressed invoice. All invoices must be approved by the Contract Manager.
- D. The invoice must contain the following information:
1. The word "Invoice" in a prominent location at the top of the page(s)
 2. Printed name of the Contractor
 3. Business address of the Contractor including P.O. Box, City, State, and Zip Code
 4. Name of the CDFW Region/Division being billed (see section 1.B. above)
 5. The date of the invoice and the time period covered
 6. The agreement number upon which the claim is based
 7. An itemized account of the services for which the CDFW is being billed. Include all of the following:
 - a. The time period covered by the invoice, i.e., the term "from" and "to"
 - b. A description of the services performed
 - c. The method of computing the amount due based on a line item budget/cost reimbursement method. Payments will be made by the State to the Contractor, in arrears, upon receipt of an itemized invoice showing the time period covered and the work items accomplished. The invoice must be itemized using the categories and following the format of the attached budget.
 - d. The total amount due. This should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or

computations appearing on the invoice; the total amount due must include all costs incurred by the Contractor under the terms of this agreement; and

- e. The original or verified electronic signature of the Contractor (not required of established firms or entities using preprinted letterhead invoices).
8. The Contractor agrees to accept payment only in the form of a warrant issued by the California State Controller's Office (SCO). No other payment method will be made in the payment of these invoices.

2. CONTRACT WRITTEN PRIOR TO APPROVAL OF THE BUDGET ACT

- A. It is mutually understood between the parties that this Agreement may have been written prior to approval of the Budget Act for the mutual benefit of both parties in order to avoid program and fiscal delays.
- B. This Agreement is valid and enforceable only if sufficient funds are made available by the Budget Act for the Fiscal Year(s) involved for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature and contained in the Budget Bill or any statute enacted by the Legislature which may affect the provisions, terms, or funding of this Agreement in any manner.
- C. 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 will be of no further force and effect. In this event, the State will have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor will not be obligated to perform any additional provisions of this Agreement.
- D. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State will have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to the Contractor to reflect the reduced amount.

3. ADVANCE PAYMENTS, ASSEMBLY BILL 590

- A. Advanced payments (not exceeding 25% of contract amount) may be authorized by the State to community based private nonprofit agencies that satisfy the minimum requirements outlined in [Government Code 11019.3 \(c\)\(2\)\(A\)\(i-viii\)](#).
- B. The private nonprofit agency must demonstrate status in good standing under Section 501(c)(3) of the Internal Revenue Code, provide supporting documentation, and receive approval from the CDFW Contract Manager.
- C. Advanced payment funds must be deposited into a federally insured account in the Contractor's name that provides the ability to track interest earned and withdrawals. Any accumulated interest will be deemed to be contract money and subject to federal and state laws and regulations.

- D. The Contractor must provide progress reports on the expenditure of advanced funds (no less than quarterly) that include a summary of the work to be completed, proof of expenditure, and other associated information determined by the CDFW Contract Manager.
- E. Funding provided as advance payment but not expended within the contract period must be returned to CDFW.

4. 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.

5. TIMELY SUBMISSION OF FINAL INVOICE

A final undisputed invoice must be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Agreement, unless a later or alternate deadline is agreed to in writing by the Contract Manager. Said invoice should be clearly marked "Final Invoice," thus indicating that all payment obligations of CDFW under this Agreement have ceased and that no further payments are due or outstanding.

6. BUDGET FLEXIBILITY CLAUSE

- A. Subject to the prior review and approval of the Contract Manager, line item shifts of up to a cumulative maximum of \$25,000 or 10% of the annual Agreement total, whichever is less, may be made over the life of the Agreement. There must be a substantial business justification for any shifts made.
- B. Line item shifts may be proposed / requested by either CDFW or the Contractor in writing and must not increase or decrease the total Agreement amount allocated.
- C. If the Agreement is formally amended, any line item shifts agreed to by the parties must be included in the amendment.

7. LINE ITEM BUDGET

The Contractor will provide to CDFW pest control services in accordance with the specifications, terms, and conditions contained herein, at the unit rates noted below. Rates include all Contractor costs including but not limited to labor, shipping, transportation, taxes, travel, parking and all other expenses necessary under the performance of this contract.

The Contractor will be reimbursed for actual services rendered as requested and approved by the CDFW Contract Manager. The Contractor will be reimbursed at the unit rates identified below to a total cost that must not exceed **Zero Dollars and No Cents (\$ 0.00)**.

Item	Number of Units		Cost Per Unit		Total
Task 1: Initial Service (Month one of contract)	1	X	\$	=	\$
Task 2: Quarterly Services	11	X	\$	=	\$
Additional treatments as needed	(TBD)	X	\$	=	\$
Total Amount of Agreement Must Not Exceed					\$

1. **LICENSES AND PERMITS (If Applicable)** ~ The Contractor must be an individual or firm licensed to do business in California and must obtain, at his/her expense, all licenses and permits required by law for accomplishing any work required in connection with this Agreement.

If you are a Contractor located within the State of California, a business license from the City/County in which you are headquartered is necessary; however, if you are a corporation, a copy of your incorporation documents/letters from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to CDFW, a copy of your business license or incorporation papers for your respective State showing that your company is in good standing in that State.

In the event any licenses and/or permits expire at any time during the term of this Agreement, Contractor agrees to provide the California Department of Fish and Wildlife (CDFW) a copy of the renewed licenses and/or permits within thirty (30) days following the expiration date. In the event the Contractor fails to keep all required licenses and permits current, the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

2. **RIGHTS IN DATA** ~ The Contractor agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Agreement, are subject to the rights of the State as set forth in this section. The State will have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.
3. **RIGHT TO TERMINATE** ~ CDFW reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" will mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination will be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service.

4. **SETTLEMENT OF DISPUTES** ~ Unless otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which cannot be resolved informally, will be decided by the following two (2) step procedure:
 - a. The Contractor must provide written notice of the particulars of such disputes to the CDFW Contract Manager or appointed representative. The CDFW Contract Manager must respond, in writing, within ten (10) working days of receipt of the written notice of dispute.

Should the Contractor disagree with the CDFW Contract Manager's decision, the Contractor may appeal to the second level. Pending the decision on appeal, the Contractor must proceed diligently with the performance of this Agreement in accordance with the CDFW Contract Manager's decision.

- b. The second level appeal must indicate why the CDFW Contract Manager's decision is unacceptable, attaching it to the Contractor's original statement of the dispute with supporting documents, and a copy of the CDFW Contract Manager's response. This letter of appeal must be sent to the California Department of Fish and Wildlife, Deputy Director, or duly appointed representative. The second level appeal must be filed within fifteen (15) working days upon receipt of the CDFW Contract Manager's decision. Failure to submit an appeal within the period specified will constitute a waiver of all such rights to an adjustment of this Agreement. The Deputy Director, or designee, will meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director or designee, will be returned to the Contractor within fifteen (15) working days of the receipt of the appeal. The decision of the Deputy Director, or designee, will be final.

5. PROPERTY ACQUISITIONS ~ Property, as used in this section must include:

- a. **Equipment** – Tangible property (including furniture) with a unit cost of \$5,000.00 or more, and a useful life of four (4) years or more. Actual costs include the purchase price plus all costs to acquire, install and prepare the equipment for its intended use.
- b. **Furniture** – Standard office furnishings including desks, chairs, bookcases, credenzas, tables, etc., with a unit cost of less than \$5,000.00.
- c. **Portable Assets** – Items considered 'highly desirable' because of their portability and value, e.g., calculators, laptops, tablets, mobile phones, flash drives, cameras, and microscopes, etc. (excludes all hardware, software, data processing systems).
- d. **Electronic Data Processing (EDP) Equipment** – All computerized and auxiliary automated information handling including system design and analysis, conversion of data, computer programming, information storage and retrieval, voice, video, and data communications, requisite system controls, simulation and all related interactions between people and machines.

The Contractor may purchase property under this Agreement only if specified in Exhibit B titled 'Budget Detail and Payment Provisions'. Any property purchased by the Contractor, with funds provided under this Agreement, will be the property of the State during the customary depreciable life thereof. The Contractor must promptly report any such purchase to the CDFW Contract Manager. Should this Agreement be terminated for any reason, or upon expiration and failure to negotiate hereof, all such property will be returned to the State within the timeframe negotiated between the Contractor and the State. Prior written authorization by the CDFW Contract Manager will be required before the Contractor will be reimbursed for any property purchases not specified in the Line-Item Budget. The Contractor will provide to the CDFW Contract Manager, all particulars regarding the necessity for such property and the reasonableness of the cost.

Before property purchases made by the Contractor are reimbursed by CDFW, the Contractor must provide the following:

1. paid vendor receipts identifying the Agreement number,
2. purchase date,
3. purchase price,
4. description of the item,
5. serial number,
6. model number, and
7. location, including street address where property will be used during the term of this Agreement.

Paid receipts must be attached to Contractors' invoices. The Contractor must keep adequate and appropriate records of all property purchased with Agreement funds and at the time of purchase, prepare a Property Purchased with State Funds report and submit one (1) copy to the CDFW Contract Manager and one (1) copy must be retained by the Contractor.

CDFW reserves the right, at any time, to evaluate the cost of property and reimburse at an amount equal to costs reflected in but not limited to Agreements the State Department of General Services, Procurement Division has negotiated with vendors who supply the same type of property. The Contractor must tag all acquired assets. The purpose of tagging assets is to designate the assets as belonging to the State.

Upon termination, expiration or failure to negotiate renewal of this Agreement, all property purchased with Agreement funds must promptly be returned to the State. The Contractor will prepare an inventory of State Furnished Property report and submit to the State and will at that time query the CDFW Contract Manager as to the State's requirements, including the manner and method, in returning said property to the State. Final disposition of such property will be at State expense in accordance with instructions from the CDFW Contract Manager to be issued immediately after receipt of the final inventory.

- 6. LOST, STOLEN or DESTROYED PROPERTY** ~ The Contractor must immediately report the loss, theft, or destruction to the local law enforcement agency (or the California Highway Patrol {CHP} if the crime occurs on either state-owned or state leased property) and to the CDFW Contract Manager and prepare a Property Survey Report.

In the case of stolen property, the Contractor must also complete a CHP Report of Crime on State Property (STD 99) form and obtain a copy of the law enforcement agency's report to submit to the CDFW Contract Manager. The Contractor will adjust their property records and retain a copy of the Property Survey Report as documentation.

Losses of State property due to fraud or embezzlement must be reported in the same manner as described above. The Contractor will be charged with any loss and damages to State property due to the Contractor's negligence. The Contractor will, at the request of the State, submit an inventory of property furnished or purchased under the terms of this Agreement. Such inventory will be required not more frequently than annually.

- 7. INCOME RESTRICTIONS** ~ The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this

Agreement will be paid by the Contractor to CDFW, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by CDFW under this Agreement.

8. **CONFIDENTIALITY OF DATA** ~ The Contractor must protect from disclosure all information made available by CDFW. The Contractor will not be required to keep confidential any data or information which is publicly available, independently developed by the Contractor, or lawfully obtained from third parties. Written consent of CDFW must be obtained prior to disclosing information under this Agreement.
9. **DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION REQUIREMENTS**
~ The Contractor agrees to use DVBE subcontractors or suppliers originally identified by the Contractor, unless the Contractor requests substitution, in writing beforehand to the CDFW Contract Manager and the CDFW Contract Manager has approved such substitution. At a minimum, the request must include:
 - a. A written explanation of the reason for the substitution; and
 - b. The identity of the person or firm substituted.

The request and the CDFW Contract Manager's approval is not to be construed as an excuse for noncompliance with any other provision of law, including but not limited to the subletting and subcontracting Fair Practices Act or any other Agreement requirements relating to the substitution of subcontractors. Failure to adhere to at least the level of participation for DVBE proposed by the Contractor may be cause for Agreement termination and recovery of damages under the rights and remedies due the State.

If the Contractor enters into a subcontract with a DVBE, CDFW and the Contractor are required to follow Military and Veterans Code Sections 999.5, 999.55 and 999.7.

Pursuant to the Military and Veterans Code (M&VC) Section 999.5, when a Contractor has entered into a subcontract with a DVBE, the Contractor must complete a Prime Contractor's DVBE Subcontracting Report ([STD 817](#)), within 60 days after receiving final payment. Upon request by CDFW, the Contractor must provide proof of total payment amount to the DVBE subcontractor. A person or entity that knowingly provides false information will be subject to a civil penalty for each violation in the minimum amount of two thousand five hundred dollars (\$2,500) and the maximum amount of twenty-five thousand dollars (\$25,000). An action for a civil penalty under this subdivision may be brought by any public prosecutor in the name of the people of the State of California and the penalty imposed will be enforceable as a civil judgment.

Pursuant to the M&VC Section 999.7, CDFW will withhold ten thousand dollars (\$10,000) from the final payment, or the full final payment if less than ten thousand dollars (\$10,000), until the Contractor complies with the certification requirements of Military and Veterans Code Section 999.5. Contractors that fail to comply with the certification requirements will be given notice and allowed to cure the defect. If after 15 calendar days but not more than 30 calendar days from the date of the notice, the Contractor fails to comply with the certification requirements, CDFW will permanently deduct ten thousand dollars (\$10,000) from the final payment, or the full payment if less than ten thousand dollars (\$10,000). The withholding applies to all procurement approaches with a DVBE subcontractor, as defined by M&VC Section 999(b)(4).

Notwithstanding any other law, the CDFW will not withhold more than the amount specified on the final payment of any DVBE contract for the purposes of ensuring compliance with the certification requirements of M&VC 999.5.

- 10. DISCLOSURE REQUIREMENTS** ~ Any document or written report prepared in whole or in part pursuant to this Agreement must contain a disclosure statement indicating that the document or written report was prepared through an Agreement with CDFW. The disclosure statement must include the Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement must be contained in a separate section of the document or written report.

If the Contractor or subcontractor(s) are required to prepare multiple documents or written reports, the disclosure statement may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. The Contractor must include in each of its subcontracts for work under this Agreement, a provision which incorporates the requirements stated within this section.

- 11. USE OF SUBCONTRACTOR(S)** ~ If the Contractor desires to accomplish part of the services using one (1) or more subcontractors, the following conditions must be met:

- a. The Contractor must submit any subcontracts to the State for approval prior to starting any of the work;
- b. The Agreement between the primary Contractor and the subcontractor must be in writing;
- c. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and
- d. Upon termination of any subcontract, the State must be notified immediately, in writing.

Further, any subcontract in excess of \$100,000.00 entered into as a result of this Agreement must contain all applicable provisions stipulated in this Agreement.

The Contractor will be responsible for all work performed under this agreement. All persons engaged in the work will be considered employees of the Contractor. When any subcontractor fails to execute a portion of the work in a manner satisfactory to the State, the Contractor must immediately remove such subcontractor upon written request of the State and the subcontractor must not be employed for any portion of the contract. The State will not entertain requests to arbitrate disputes among subcontracts concerning responsibility for performing any part of the work.

All changes in subcontractual relationship during the term of this agreement must be submitted to the CDFW Contract Manager in writing within 10 working days of said change.

- 12. POTENTIAL SUBCONTRACTOR(S)** ~ Nothing contained in this Agreement or otherwise will create any contractual relation between the State and any subcontractor(s) and no subcontract will relieve the primary Contractor of its responsibilities and obligations hereunder. The Contractor

agrees to be as fully responsible to the State for the acts and omissions of its subcontractor(s) and of persons directly employed or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractor(s) is an independent obligation from the State's obligation to make payments to the primary Contractor. As a result, the State will have no obligation to pay or to enforce the payment of any monies to any subcontractor.

13. **TRAVEL AND PER DIEM** ~ The Contractor agrees that all travel and per diem paid its employees under this Agreement will be at rates not to exceed those amounts paid to the non-represented/excluded State employees. No travel outside the State of California will be reimbursed unless prior written authorization is obtained from CDFW.
14. **NOVATION** ~ If the Contractor proposes any Novation Agreement, CDFW will act upon the proposal within sixty (60) days after receipt of the written proposal. The State may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection may be made orally within the sixty (60) day period and confirm in writing within five (5) days. No Novation Agreement will become operative or otherwise binding on the State pursuant to this paragraph in the absence of a formal Novation Agreement amendment which has been approved in accordance with all applicable State policy, laws, and procedures.
15. **INSURANCE** ~ When the Contractor submits a signed Agreement to CDFW, the Contractor must also furnish either proof of self-insurance, or certificate(s) of insurance showing that the required insurance is presently in effect. Contractor agrees to make complete copies of applicable insurance policies available to CDFW upon request. The State will not be responsible for any premiums or assessments on the policy.

General Provisions Applying to All Policies:

- 1) Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract. The policy's retroactive date must be shown on the certificate of insurance and must be before the execution date of the contract or before the start of any contract work.
- 2) Policy Cancellation / Termination & Notice of Non-Renewal – Contractor must provide the State within two (2) business days a copy of any notice of Cancellation/Termination or Non-renewal received by contractor for any of the required insurance policies. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- 3) Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- 4) Primary Clause – Any required insurance contained in this contract must be primary, and not excess or contributory, to any other insurance carried by the State.

- 5) Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self-insured for a portion or all its insurance, review of financial information including a letter of credit may be required.
- 6) Endorsements – **Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.** This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, Contractor must include all subcontractors as insureds under Contractor's insurance or supply evidence of insurance to the State equal to policies, coverages and limits required of Contractor.

- 7) Inadequate Insurance – Inadequate or lack of insurance does not negate the Contractor's obligations under the contract.

Provider hereby represents and warrants that Provider is currently and will remain, for the duration of this Agreement at Provider's own expense, insured against:

- 1) Commercial General Liability – Contractor must maintain general liability on an occurrence form with limits not less than \$1,000,000.00 per occurrence for bodily injury and property damage liability combined with a \$2,000,000.00 annual policy aggregate. The policy must include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance must apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

The policy must be endorsed to include the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the Contract.

- 2) Automobile Liability – (If applicable per Exhibit A) Contractor must maintain motor vehicle liability with limits not less than \$1,000,000.00 combined single limit per accident. Such insurance must cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.

The policy must be endorsed to include the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the Contract.

- 3) Aircraft Liability – (If applicable per Exhibit A) When aircraft are used in the performance of agreement work contractor, or its subcontractor, must maintain aircraft liability with limits of not less than \$10,000,000.00 each accident.

The policy must be endorsed to include the State of California, its officers', agents, and employees as additional insured, but only with respect to work performed under the Contract.

- 4) Watercraft Liability – (If applicable per Exhibit A) When watercraft is used in the performance of this agreement, the Contractor or its subcontractor must maintain watercraft liability with limits of not less than \$1,000,000.00 each accident.

When watercraft is used in performance of work on or over navigable waters of the United States, contractor's workers' compensation policy must be endorsed to include the United States Longshore and Harbor Workers' Compensation Act coverage.

The policy must be endorsed to include the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the Contract.

- 5) Professional Liability – (If applicable per Exhibit A) Contractor must maintain professional liability covering any damages caused by a negligent error, act, or omission with limits of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 policy aggregate. The policy's retroactive date must be shown on the certificate of insurance and must be before the date this contract was executed or before the beginning of contract work.

- 6) Pollution Liability – (If applicable per Exhibit A) Contractor must maintain pollution liability covering the Contractor's liability with limits not less than \$1,000,000.00 per incident, and annual aggregate amount of \$2,000,000.00 which may include Pesticide/Herbicide Applicator Coverage if applicable, or its equivalent.

The policy must be endorsed to include the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the Contract.

- 7) Hangarkeepers Liability – (If applicable per Exhibit A) Contractor must maintain hangarkeepers liability with limits no less than \$1,000,000.00 per occurrence with a \$2,000,000.00 annual policy aggregate.

The policy must be endorsed to include the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the Contract.

- 8) Drone/Unmanned Aerial Vehicle (UAV) Liability – (If applicable per Exhibit A) Contractor must maintain Drone/UAV coverage with a limit of not less than \$2,000,000.00. If Drone/UAV coverage is being added to a general liability policy, there must be a separate endorsement showing proof of coverage and it must be submitted to CDFW as a separate document.

The policy must be endorsed to include the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the Contract.

- 9) Workers Compensation and Employers Liability – Contractor must maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000.00 are required.

The waiver of subrogation endorsement is required when work is performed on State owned or controlled property. The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of the State.

When watercraft is/are used in performance of agreement work contractor's workers' compensation policy must be endorsed to include applicable special coverage extensions where applicable.

16. **COMPUTER SOFTWARE (IT SERVICES)** ~ The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
17. **TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT** ~ Recipients of a federal contract, grant or other federal funds are prohibited to procure/obtain, and extend, re-new and/or enter into a new contract to procure equipment, services or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system. Covered telecommunications equipment is equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). For the purpose of public safety, security of government facilities, physical surveillance of critical infrastructure and other nation security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahura Technology Company (or any subsidiary or affiliate of such entities) is prohibited. 2 CFR 200.216.
18. **INSPECTION** ~ The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made by the State of the premises of the Contractor or a subcontractor, the Contractor must provide and require their subcontractor(s) to provide all reasonable facilities and assistance for the safety and convenience of the State representatives in the performance of their duties. All inspections and evaluations must be performed in such a manner as will not unduly delay the work.
19. **FORCE MAJEURE** ~ Neither party will be liable to the other for any delay in or failure of performance, nor will any such delay in or failure of performance constitute default, if such delay or failure is caused by 'Force Majeure'. As used in this section, 'Force Majeure' is defined as follows: Acts of war, acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.
20. **FORCED, CONVICT AND INDENTURED LABOR** ~ No foreign-made equipment, materials, or supplies furnished to the State pursuant to this Agreement may be produced in whole or in part by

forced labor, convict labor, or indentured labor. By submitting a bid to the State or accepting a purchase order, the Contractor agrees to comply with this provision of the Agreement. This requirement does not apply to public works (construction) Agreements.

- 21. CONTRACT STAFF REQUIREMENTS ~** The Contractor represents that it has or will secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel must not be employees of or have any contractual relationship with the California State Department of Fish and Wildlife or any other governmental entity.
- 22. EVALUATION OF CONTRACTOR (CONSULTANT AGREEMENTS ONLY) ~** Performance of the Contractor, under this Agreement, will be evaluated. The evaluation must be prepared on a Contract/Contractor Evaluation Sheet (STD 4) and maintained in the Agreement file.

If the Contractor did not satisfactorily perform the work or service, a copy of the negative evaluation form will be submitted to the Contractor and the Department of General Services, Legal Division, within fifteen (15) days of the completion of the evaluation. The Contractor will have thirty (30) days to prepare and send statements defending its performance under the Agreement. The evaluation of the Contractor will not be a public record.

- 23. REQUIREMENTS FOR LEGAL AGREEMENTS ONLY ~** In accordance with Public Contract Code § 10353.5, the Contractor must:
- ❖ Agree to adhere to legal costs and billing guidelines designated by the State;
 - ❖ Adhere to litigation plans designated by the State;
 - ❖ Adhere to case phasing of activities designated by the State;
 - ❖ Submit and adhere to legal budgets as designated by the State;
 - ❖ Maintain legal malpractice insurance in an amount not less than the amount designated by the State;
 - ❖ Submit to legal bills legal bill audits and law firm audits if requested by the State or by any legal cost control providers retained by the State for this purpose; and
 - ❖ Submit to a legal cost and utilization review, as determined by the State.
- 24. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS ~** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

FEDERAL PROVISIONS

1. **UTILIZATION OF SMALL, MINORITY, AND WOMEN'S BUSINESSES:** The Grantee agrees that affirmative steps will be taken to assure that qualified small, minority and women-owned businesses are used when possible as sources of supplies, construction, and services in the performance of grant-assisted Agreements and subcontracts. Affirmative steps taken shall include the following:
 - a. Include qualified small, minority and women-owned businesses on solicitation lists
 - b. Assuring that small, minority and women-owned businesses are solicited whenever they are potential sources
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of small, minority, and women-owned businesses
 - d. Establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women-owned businesses
 - e. Using the services and assistance of the Small Business Administration, the Minority business Development Agency of the U.S. Department of Commerce, and the State Office of Small Business and Disabled Veteran Business Enterprise Certification
 - f. If the Grantee awards subcontracts, requiring the subcontractor to take the affirmative steps in paragraphs A through E of this section.
2. **DISCLOSURE REQUIREMENTS:** Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through Agreement with the State. The disclosure statement shall include the Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.
3. **COMPLIANCE WITH FEDERAL REGULATIONS:** The Grantee understands that the State is obligated, in accordance with its assistance Agreement with the Federal Government, to comply with the provisions of federal regulations contained in the Uniform Guidance 2 Code of Federal Regulations (CFR) 200 and any conditions in the grant Agreement and any amendments thereto. In order to ensure that the State can meet these obligations, the Grantee warrants, represents, and agrees that it and its subcontractors, employees, and representatives will comply with: 1) all applicable provisions of 2 CFR 200; and 2) all general and special conditions contained in the Agreement.
4. **COPYRIGHTS:** The Grantee agrees to and does hereby grant to the Federal Government, a royalty-free nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights of copyright which the Grantee purchases, in whole or in part, with funds provided by this Agreement.

5. STANDARDS FOR FINANCIAL MANAGEMENT SYSTEM: The Grantee and all subcontractors will maintain fiscal control and accounting procedures which are sufficient to:

- a. Permit preparation of reports required by 2 CFR 200 and statutes authorizing the grant.
- b. Permit tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable statutes.

A requirement to this effect shall be placed in all subcontracts related to performance of work under this Agreement.

6. APPLICABLE COST PRINCIPLES: The cost principles for this Agreement are applicable as set forth below by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and the Contract Costs Principles and Procedures (48 CFR Part 31):

- a. 2 CFR Part 200 Subparts E and F – Cost Principles and Audit Requirements;
- b. 48 CFR Part 31 Subpart 31.7 – Contracts with Nonprofit Organizations

Funds provided under this Agreement shall not be used for payment of salaries to individual consultants retained by the Grantee or any subcontractors in excess of the rate for Level 4, of the Federal Executive Schedule. The limit expressed herein does not include transportation and subsistence costs for necessary travel for work required under this Agreement.

7. CONTINGENT FUNDING: It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if sufficient funds are made available to the State by the US Government for the fiscal year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress of any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds for the Agreement, the State has the option to terminate the Agreement under the termination clause or to amend the Agreement to reflect any reduction of funds.

The California Department of Fish and Wildlife (CDFW) has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.

8. **ENVIRONMENTAL QUALITY:** The Grantee and subcontractors shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, Title 42 U.S.C. 1857(h), Section 508 of the Clean Air Act, Title 33 U.S.C. 1368 Executive Order 11738 and, Title 40 CFR part 15

The Grantee shall comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Conservation Act (Publ. L. 94-163).

9. **RECYCLED PAPER:** The Grantee agrees to use recycled paper for all reports which are prepared as a part of this Agreement and delivered to the State. This requirement does not apply to reports which are prepared on form supplied by the Federal Government. This requirement applies even when the cost of recycled paper is higher than that of virgin paper.
10. **SINGLE AUDIT ACT:** To the extent applicable, the Grantee shall be subject to and shall comply with the provisions and requirements of the Single Audit Act of 1984 (Pub. L 98-502) and implementing policies, procedures and guidelines, including applicable circulars issued by the Federal OMB.
11. **FEDERAL ASSURANCES:** It is further agreed that by signing this Agreement, the Grantee is subject to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of CDFW on the basis of race, color, national origin, age, sex (in education activities) or disability.
12. **COMPLIANCE WITH FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT 2006 (FFATA):** As a recipient of a federal contract, grant or other federal funds, the State is required under the Federal Funding Accountability and Transparency Act of 2006 (FFATA) to report certain information about the State's contractors, grantees and sub-recipients of that federal funding. The Grantee, as a sub-recipient of federal funds, agrees to provide the State with data required under the FFATA unless exempted under that act. Grantee shall complete the FFATA Certification form (DFW 868) and submit it as instructed, on or before execution of the agreement. If not exempt, the Grantee will create a registration, or update its data if already registered, on the federal System for Award Management (SAM) at www.sam.gov. A Data Universal Numbering System (DUNS) number is required for the SAM registration and must be included on the FFATA Certification form unless exempted per the certification. Grantee agrees to update its SAM registration and notify the State if there is a material change to its SAM data, or its exemption status changes.
13. **TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:**
Recipients of a federal contract, grant or other federal funds are prohibited to

procure/obtain, and extend, re-new and/or enter into a new contract to procure equipment, services or systems that uses *covered telecommunications* equipment or services as a substantial or essential component of any system or as critical technology as part of any system. *Covered telecommunications* equipment is equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). For the purpose of public safety, security of government facilities, physical surveillance of critical infrastructure and other nation security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahura Technology Company (or any subsidiary or affiliate of such entities) is prohibited. 2 CFR 200.216

14. BUILD AMERICA, BUY AMERICA ACT:

The Build America, Buy America (BABA) Act, enacted as part of the Bipartisan Infrastructure Law (BIL) on November 15, 2021, requires that all federally funded infrastructure projects awarded after May 14, 2022, use domestic sources of iron, steel, manufactured products, and construction materials produced in the United States. Infrastructure consists of public infrastructure projects and includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; buildings and real property. Infrastructure also consists of structures, facilities, and equipment that generate, transport, and distribute energy, including electric vehicle (EV) charging.

Pursuant to Section 70914(c) of the BABA Act, CDFW may waive the Buy America preference where CDFW finds that:

- a. Applying the domestic content procurement preference would be inconsistent with the public interest (a “public interest waiver”);
- b. Types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a “nonavailability waiver”); or
- c. Inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an “unreasonable cost waiver”).

Absent a waiver, all iron, steel, manufactured products, and construction materials permanently incorporated into an infrastructure project subject to the BABA requirements must be produced in the United States, with the exception of select construction materials (cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives), which are specifically excepted by the BABA statute.