



JENNIFER TROIA
DIRECTOR

CALIFORNIA HEALTH & HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES
744 P Street • Sacramento, CA 95814 • www.cdss.ca.gov



GAVIN NEWSOM
GOVERNOR

July 08, 2026

**DAILY COURIER SERVICES – DDSD STOCKTON BRANCH
INVITATION FOR BID (IFB) 26-3032
Notice to Prospective Bidders**

The California Department of Social Services (CDSS) invites you to review and respond to this Invitation for Bid (IFB) entitled IFB 26-3032, Daily Courier Services. In submitting your bid, you must comply with the instructions found herein.

Note that all agreements entered into with the State of California shall include by reference General Terms and Conditions (GTC 02/2025) and Contractor Certification Clause (CCC 04/2017) that may be viewed and downloaded from the [Department of General Services Office of Legal Services](#) website.

Public Contract Code (PCC) Section 10115 et seq. establishes a contract participation goal of at least three percent (3%) for Disabled Veteran Business Enterprise (DVBE). This goal applies to a state agency's overall contracting program. State agencies have the discretion to apply the DVBE participation goal to individual contracts. **The Department elects to waive the DVBE program requirement in this solicitation but opts to include the DVBE incentive.**

The final date for bid submission is August 12, 2026, 3:30 P.M. Pacific Time (PT). Responses to this IFB and any required copies must be submitted by email to the department contact noted below:

Becca Garcia-Valencia, Contracts Analyst
Rebecca.GarciaValencia@dss.ca.gov

Please note that no *verbal* information given shall be binding upon the State unless such information is issued in writing as an official addendum.

Sincerely,

Shilpi Tewari, Supervisor II
Non-IT Contracts Bureau

Table of Contents

A. Purpose and Description of Services	3
B. Bidder Minimum Qualifications.....	3
C. Bid Requirements and Information.....	4
1. Key Action Dates	4
2. Agreement Term	5
3. Subcontractors	5
4. Submission of Bid	6
5. Bidder Questions	8
6. Evaluation and Selection	8
7. Award and Protest	9
8. Disposition of Bids	10
9. Agreement Execution and Performance	10
10. Declaration Forms	10
11. Small Business Enterprise (SBE)	11
12. Disabled Veteran Business Enterprise (DVBE) Participation Program Requirements	11
13. Commercially Useful Function (CUF) Questionnaire	12
14. Contractor Certification Clause	12
15. Darfur Contracting Act	12
16. Generative Artificial Intelligence (GenAI) Disclosure	13
17. Payee Data Record, STD 204	13
18. Federal Debarment Certification	13
19. Insurance Requirements	14

Attachments and Exhibits

- Attachment 1 – Required Attachment Checklist
- Attachment 2 – Minimum Qualifications Certification
- Attachment 3 – Bid/Bidder Certification Sheet
- Attachment 4 – Rate Sheet
- Attachment 5 – Bidder References
- Attachment 6 – Subcontractor References (*if applicable*)
- Attachment 7 – Bidder Declaration, GSPD-05-105
- Attachment 8 – DVBE Declarations, DGS PD 843 (*if applicable*)
- Attachment 9 – DVBE Subcontractor Agreement (*if applicable*)
- Attachment 10 – Commercially Useful Function Evaluation Form
- Attachment 11 – Contractor Certification Clause, CCC 04/2017
- Attachment 12 – Darfur Contracting Act Certification, DGS PD 1
- Attachment 13 – Payee Data Record, STD 204
- Attachment 14 – Federal Debarment Certification, DGS PD 2
- Exhibit 1 – DVBE Program Requirements
- Exhibit 2 – Sample Agreement

A. Purpose and Description of Services

The purpose of this IFB is for the California Department of Social Services (CDSS) to obtain bids from qualified Contractors in order to award an agreement which shall provide daily courier service between the Disability Determination Service Division (DDSD) Stockton Branch and the United States Postal Service (USPS). Refer to Exhibit 2, Sample Agreement, Exhibit A, Scope of Work for a complete description of Services.

B. Bidder Minimum Qualifications

Bidders must complete and return **Attachment 2, Minimum Qualifications Certification**, certifying that the Bidder satisfies the Minimum Qualifications and requirements. Please include an explanation of how each applicable Minimum Qualification is met. This form must be signed by an individual who is authorized to bind the Bidder contractually. Failure to submit this form may cause the bid to be rejected.

1. As of the final date for bid submission, Bidder must have at least three (3) years of experience providing daily courier services as described in Exhibit 2, Sample Agreement, Exhibit A.
2. Bidder must be a legal business entity authorized to do business in the State of California. A business license from the city or county in which the Bidder is headquartered shall be submitted with the bid. All businesses based in unincorporated areas are required to submit signed proof of "exempted" business license status from the city or county, if applicable.
3. Bidder's corporation must be in good standing and qualified to conduct business in California as verified by the [California Secretary of State](#).
4. Bidder shall have their principal place of business located in the United States and all personnel must reside and conduct services within the United States.
5. Bidder must possess a valid California Department of Motor Vehicles-Issued Motor Carrier Permit authorizing transportation of property for hire by motor vehicle and operate within the scope of the permit. Permit must be in good standing at the time of bid submission and during the term of the resulting Agreement. Bidder must submit a copy of Motor Carrier Permit with bid.
6. Bidder must have covered truck(s) or large van(s) (that shall be locked when unoccupied) for all classes of mail. Bidder must submit a picture of vehicle(s), showing the license plate, which is to be used in the performance of the resulting Agreement. Bidder must provide a description of the cargo capacity, which includes:
 - the maximum weight limit, and
 - the length, height and width of the storage area.

- a. Bidder must submit a copy of current registration of vehicle(s) to be used In the performance of the resulting Agreement.
 - b. If vehicle(s) to be used for the proposed contract are leased, a copy of the lease agreement and photographs must be included with the bid submission.
7. Bidder shall ensure that each driver connected with the performance of the resulting Agreement shall have a valid and appropriate California Driver's License.
8. Bidder must submit, with the bid, a list of at least three (3) business references that includes current and/or former paying clients for whom bidder has provided services similar to those required herein within the last three (3) years. If Bidder has been awarded a contract greater than \$10,000 with CDSS within the last five (5) years, a reference from that CDSS contract must be utilized as one (1) of the three (3) requested business references. References may be contacted by the CDSS to validate the information provided by the bidder to determine the client's overall satisfaction with the services provided. Bidder is responsible for notifying their references that CDSS may contact them for reference and performance information. CDSS shall contact references during normal business hours, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m. If references cannot be reached, the bid may be deemed non-responsive and rejected. If references obtained are not favorable, the CDSS may reject the bid. Refer to **Attachment 5 - Bidder References**.
9. Bidder shall possess all insurance as required per sections 19 below and Exhibit 2, Sample Agreement, Exhibit E, additional provisions. Per Section 19 below and Exhibit 2, Sample Agreement, Exhibit E, Additional Provisions and bidder shall provide evidence of required coverage upon request.

C. Bid Requirements and Information

1. Key Action Dates

It is recognized that time is of the essence. All dates after the final date for bid submission are approximate and may be changed if needed to allow CDSS additional time for selection and award.

Event	Date	Time
IFB Available to Prospective Bidders	July 08, 2026	
Final Date for Questions	July 22, 2026	3:30 P.M. PT

Event	Date	Time
Final Date for Bid Submission	August 12, 2026	3:30 P.M. PT
Bid Tabulation Posted	Within one (1) business day of Final Date for Bid Submission	
Notice of Intent to Award	August 2026	
Proposed Start Date of Agreement	October 01, 2026	

2. Agreement Term

The anticipated term of the resulting Agreement is October 01, 2026 or date of approval by the California Department of Social Services (CDSS), whichever is later, through a period not to exceed 24 months. The State may, at its discretion, exercise the option to extend the term of the Agreement for a period not to exceed 12 months and/or add funds to complete the identified tasks at the originally agreed upon services rates. The date of Agreement approval by the State, however, shall be the governing factor as to the date of commencement. Should performance commence before the Agreement is approved, such services may be considered voluntary.

3. Subcontractors

- a. Any subcontractor that Bidder chooses to use in fulfilling the requirements of this IFB must also meet all the requirements of this IFB including the minimum qualifications. If Bidder proposes the use of a subcontractor, the Bidder must also submit a list of references, **Attachment 6, Subcontractor References**, on behalf of the subcontractor.
- b. Bidder must submit for the proposed subcontractor the required documentation, name(s) of the people or firm(s), qualifications of the proposed subcontractor, and specify the type of work the proposed subcontractor shall be performing, **Attachment 7, Bidder Declaration, GSPD-05-105**.
- c. If Bidder proposes the use of a Disabled Veteran Business Enterprise (DVBE) subcontractor, Bidder must also submit a completed **Attachment 9, DVBE Subcontractor Agreement**.
- d. Bidder may not substitute any proposed subcontractor listed in the bid without advance written consent of CDSS.
- e. Nothing contained in this IFB or otherwise shall create any contractual relationship between CDSS and any subcontractors, and no subcontractor shall relieve the Bidder of its responsibilities and obligations hereunder. The

Bidder agrees to be fully responsible to CDSS for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Bidder. The Bidder's obligation to pay its subcontractors is an independent obligation from the obligation of CDSS to make payments to the Bidder. As a result, CDSS shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

4. Submission of Bid

- a. All documents must be electronically submitted and received by the CDSS contact identified below by the date and time shown in Section C.1, Key Action Dates. The email must be plainly marked with the IFB number and title and your firm's name, as shown in the example below:

Email: Rebecca.GarciaValencia@dss.ca.gov
Subject: IFB 26-3032, Firm Name, 1 of [XX]

- b. If the documents are too large to fit in one (1) email, CDSS will accept multiple smaller emails in order for all documents to be submitted. If submitting in multiple emails, number the emails in the format of "1 of _" so CDSS is aware of how many emails to expect.
- c. If submitting via multiple emails, submission of all documents must be received by the CDSS by the date and time shown in Section C.1, Key Action Dates.
- d. Bidders may contact only the individual identified above and shall not contact other CDSS personnel for meetings, conferences, or technical discussion related to this IFB. No questions may be answered by other CDSS staff. If bidders are discovered to have contacted other CDSS personnel, CDSS may reject their bid.
- e. Bid Opening: The Preliminary Bid Tabulation shall be made available through a posting to the IFB event on [Cal eProcure](#) after bid opening completion on the date and time listed in Section C.1, Key Action Dates.
- f. All bids shall include documents identified in **Attachment 1, Required Attachment Checklist**. Bids not including the proper required attachments may be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- g. All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm.

- h. Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications shall not be considered and may cause a bid to be rejected.
- i. A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. CDSS may reject any or all bids and may waive an immaterial deviation in a bid. The CDSS' waiver of all immaterial deviation shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the Agreement.
- j. Costs incurred for developing bids and in anticipation of award of the Agreement are entirely the responsibility of the bidder and shall not be charged to the State of California.
- k. An individual who is authorized to bind the bidder contractually shall sign **Attachment 3, Bid/Bidder Certification**. The signature should indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.
- l. A bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, shall not be considered.
- m. A bidder may withdraw its bid by submitting a written withdrawal request to CDSS, signed by the bidder or an authorized agent. A bidder may therein submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.
- n. CDSS may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum, which shall be posted on [Cal eProcure](#).
- o. CDSS reserves the right to reject all bids. CDSS is not required to award an agreement.
- p. Before submitting a response to this solicitation, bidders should review, correct all errors, and confirm compliance with the IFB requirements.
- q. The State does not accept alternate Agreement language from a Bidder. A bid with such language shall be considered a counter proposal and shall be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- r. No oral understanding or agreement shall be binding on either party.

5. Bidder Questions

Questions related to this IFB shall be submitted in an email by bidders to Rebecca.GarciaValencia@dss.ca.gov no later than 3:30 P.M. PT on July 22, 2026.

The State will summarize all questions and post the summary and response document to [Cal eProcure](#) as a document titled "Questions and Answers to IFB 26-3032." The State reserves the right to modify or withdraw the IFB, in part or in its entirety. Changes will be announced by addendum and will be posted to [Cal eProcure](#). Oral communication concerning this IFB shall not be binding on the State and shall in no way excuse the bidder of any obligations set forth in this IFB.

Include the following information in your inquiry:

- Contact person's name
- Firm name
- Contact telephone number and email address
- A description of the subject, issue in question, or discrepancy found
- IFB Section, page number, or other information useful in identifying the specific problem or issue in question
- Remedy sought, if any

6. Evaluation and Selection

- a. One bid may be awarded as a result of this IFB.
- b. At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- c. CDSS will evaluate each bid to determine its responsiveness to the published requirements.
- d. Bids that contain false or misleading statements, or which provide references that do not support an attribute or condition claimed by the bidder may be rejected. If, in the opinion of CDSS, such information was intended to mislead CDSS in its evaluation of the bid, the attribute, condition, or capability of a requirement of this IFB, it may be the basis for rejection of the bid.
- e. The final selection will be made on the basis of the lowest responsive responsible bidder as indicated in **Attachment 4, Rate Sheet**. In the event there are tie bids by more than one (1) responsive responsible bidder, each bidder will be contacted by the CDSS regarding a date and time for a flip of a coin. The bidder whose bid was received first will make the call. Bidders or their authorized representative(s) are allowed to be present for the flip of a

- coin. However, in the event of a tie between a certified Small Business Enterprise (SBE) and a certified DVBE, the Agreement must be awarded to the DVBE bidder.
- f. Award if made will be to the lowest responsive, responsible bidder(s). Preferences, if applicable shall be applied in accordance with IFB Section C.11, Small Business Enterprise (SBE) and Section C.12, Disabled Veteran Business Enterprise (DVBE) Participation Program Requirements.
 - g. At the CDSS' option, prior to award, bidders may be required to submit additional written clarifying information. Failure to submit the requested written information as specified may be grounds for bid rejection.
 - h. The winning bidder may be required to submit evidence that they have available sufficient resources to meet the requirements of this IFB.

7. Award and Protest

- a. Whenever an agreement is awarded under a procedure which provides for competitive bidding, but the Agreement is not to be awarded to the low bidder, the low bidder shall be notified by email five (5) working days prior to the award of the Agreement.
- b. Upon written request by any bidder, notice of the proposed award shall be posted at least five (5) working days prior to awarding the Agreement.
- c. If any bidder, prior to the award of the Agreement, files a written protest with the Department of General Services (DGS), Office of Legal Services and the CDSS on the grounds that the (protesting) bidder is the lowest responsive responsible bidder, the Agreement shall not be awarded until either the protest has been withdrawn or DGS has decided the matter. Within five (5) calendar days after filing the initial protest, the protesting bidder shall file with DGS and the CDSS a detailed, written statement of protest, including the IFB number, the name of the State agency involved, the agency contact person, and must be submitted to both of the following:

Department of General Services
Office of Legal Services
707 Third Street, 7th Floor, Suite 7-330
West Sacramento, CA 95605
Attention: Protest Coordinator
Email: OLSProtests@dgs.ca.gov

AND

California Department of Social Services
Non-IT Contracts Bureau
744 P Street, M.S. 9-626

Sacramento, CA 95814
Attention: Christine Wright
Email: Christine.Wright@dss.ca.gov

Protests may be sent by email, regular mail, courier, or personal delivery. Protestants should include their email address if they have one.

8. Disposition of Bids

- a. Upon bid opening, all documents submitted in response to this IFB will become the property of the State of California and will be regarded as public records under the California Public Records Act (Government Code [GC] Section 6250 et seq.) and subject to review by the public.
- b. Bid packages may be returned only at the Bidder's expense unless such expense is waived by CDSS.

9. Agreement Execution and Performance

- a. Performance shall start not later than five (5) days, or on the express date set by the CDSS and the awarded Bidder(s), after all approvals have been obtained and the Agreement is fully executed. Should the awarded Bidder(s) fail to commence work at the agreed upon time, the CDSS, upon five (5) days written notice to the awarded Bidder(s), reserves the right to terminate the Agreement. In addition, the awarded Bidder(s) shall be liable to the State for the difference between the awarded Bidder's bid price and the actual cost of performing work by the second lowest bidder or by another bidder.
- b. All performance under the Agreement shall be completed on or before the termination date of the Agreement.

10. Declaration Forms

- a. All bidders must complete **Attachment 7, Bidder Declaration, GSPD-05-105**, and include it with the bid response. When completing the declaration, bidders must identify all subcontractors proposed for participation in the Agreement. Bidders awarded an Agreement are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution, and it is incorporated by amendment to the Agreement.
- b. Bidders who have been certified by California as a DVBE (or who are bidding rental equipment and have obtained the participation of subcontractors certified by California as a DVBE) must also submit a completed **Attachment 8, DVBE Declarations, DGS PD 843**. All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). If applicable, the completed form should be included with the bid response.

11. Small Business Enterprise (SBE)

- a. Small Business Regulations: SB regulations, located in the California Code of Regulations (CCR) (Title 2, Division 2, Chapter 3, Subchapter 8, Section 1896 et seq.), concerning the application and calculation of the SB preference, SB certification, responsibilities of SB, department certification, and appeals are revised, effective 9/09/04. The new regulations can be viewed at the [DGS Procurement Division](#) website. For those without Internet access, a copy of the regulations can be obtained by calling the Office of Small Business and DVBE Services (OSDS) at (916) 375-4940.
- b. Non-Small Business Subcontractor Preference: A 5% bid preference is now available to a non-small business claiming 25% California certified SB subcontractor participation.
- c. Small Business Nonprofit Veteran Service Agencies (SB/NVSA): SB/NVSA prime bidders meeting requirements specified in the Military and Veterans Code (MVC) (Section 999.50 et seq.) and obtaining a California certification as a SB are eligible for the 5% SB preference.
- d. Attachment with Bid Required if Claiming the SB Preference: All bidders must complete and include the **Attachment 7, Bidder Declaration, GSPD-05-105**. If claiming the non-small business subcontractor preference, the form must list all of the California certified SBs with which you commit to subcontract in an amount of at least twenty-five percent (25%) of the net bid price. All certified SBs must perform a “commercially useful function” in the performance of the Agreement as defined in GC Section 14837(d)(4).
- e. Small Business Certification: Bidders claiming the SB preference must be certified by California as a SB or must commit to subcontract at least 25% of the net bid price with one or more California certified SBs. Completed certification applications and required support documents must be submitted to OSDS no later than 5:00 p.m. on the bid due date, and the OSDS must be able to approve the application as submitted. SB/NVSA claiming the SB preference must possess certification by California prior to the day and time bids are due. Questions regarding certification should be directed to the OSDS at (916) 375-4940.

12. Disabled Veteran Business Enterprise (DVBE) Participation Program Requirements

- a. Subject to exceptions in the GC and pursuant to regulations, State law requires awarding agencies to have an annual participation goal of three percent (3%) for disabled veteran-owned business enterprises.

CDSS elects to waive the DVBE Program Requirements in this solicitation but opts to include the DVBE incentive.

- b. For more information about the DVBE incentive refer to **Exhibit 1, DVBE Program Requirements**.
- c. In accordance with Senate Bill 588, effective January 1, 2021, the Department shall withhold \$10,000, or the full payment if it is less than \$10,000 from the final payment on a contract until that certification is received by the awarding department within 60 calendar days after the expiration date of the Agreement. If the Contractor fails to meet those certification requirements, the Contractor may be granted 15 to 30 calendar days to cure the defect. If the Contractor does not comply with the requirement, the awarding department shall permanently deduct \$10,000 from the final payment, or the full payment if it is less than \$10,000 from a contract with the Contractor who does comply with those requirements within the specified period.

13. Commercially Useful Function (CUF) Questionnaire

DGS Procurement Division is the entity responsible for statewide implementation of SB/DVBE program regulations resulting from legislative mandates passed into law. Under GC and MVC any California certified SB, Micro Business or DVBE Suppliers doing business with the state must perform a CUF. Subsequently, each department's buyer is held responsible for its CUF compliance procedures and evaluation of a bidder's activities in response to department solicitations. This applies to Suppliers responding to the department's solicitations whether prime or subcontractor. CUF must be established prior to making final agreement or purchase order award.

All new SB and DVBE applicants must include the completed **Attachment 10, Commercially Useful Function Evaluation Form** with their submittal.

14. Contractor Certification Clause

Bidder must submit with the bid, a completed **Attachment 11, Contractor Certification Clause, CCC 04/2017**, signed by an authorized individual to legally bind the prospective Bidder to the clauses listed within the certification.

15. Darfur Contracting Act

All Bidders must address the requirements of **Attachment 12, Darfur Contracting Act Certification, DGS PD 1**, for the reason described in PCC Section 10475-10481. Any scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for agreement with a State agency for goods or services. A scrutinized company is defined in PCC Section 10476. However, bids may be submitted by scrutinized companies if permission is obtained first from DGS according to the criteria set forth in PCC Section 10477(b).

16. Generative Artificial Intelligence (GenAI) Disclosure

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Bidder / Offer must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

Upon notification by a Bidder / Offeror of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State.

Government Code 11549.64 defines “Generative Artificial Intelligence (GenAI)” as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system’s training data.

17. Payee Data Record, STD 204

Bidders must complete and return **Attachment 13, Payee Data Record, STD 204** to indicate the full business name as it should be reflected on the proposed Agreement (if awarded). If the Bidder is using a Doing Business As (DBA) name, this name should also be reflected on **Attachment 13, Payee Data Record, STD 204**. This form must be signed by an individual who is authorized to sign **Attachment 13, Payee Data Record, STD 204** on behalf of the Bidder.

18. Federal Debarment Certification

All Bidders must complete **Attachment 14, Federal Debarment Certification Form, DGS PD 2**, as required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant’s responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160 – 19211).

19. Insurance Requirements

Prior to award of Agreement, the awarded Bidder may be requested by CDSS to provide proof of insurance in accordance with Exhibit 2, Sample Agreement, Exhibit E, Additional Provisions. Upon execution of the awarded Agreement(s), awarded Contractor shall provide to the CDSS, at their own expense, an endorsed certificate of insurance:

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

The policy must include California Department of Social Services, State of California, its officers, agents, employees, and servants as additional insureds, but only with respect to work performed under the Agreement.

This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management. In the case of Bidder's utilization of subcontractors to complete the contracted scope of work, Bidder shall include all subcontractors as insureds under Bidder's insurance or supply evidence of insurance to the State equal to policies, coverages and limits required of Bidder.

- b. Automobile Liability – Bidder shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall 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, employees, and servants as additional insured, but only with respect to work performed under the Agreement. The additional insured endorsement is to be provided with the certificate of insurance.

- c. Workers Compensation and Employers Liability – Bidder shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required.

When work is performed on State owned or controlled property the Workers' Compensation policy shall be endorsed with a waiver of

subrogation in favor of the State. The waiver of subrogation endorsement is to be provided with the certificate of insurance.

- d. Professional Liability – Bidder shall maintain professional liability covering any damages caused by a negligent error, act, or omission with limits of not less than \$1,000,000 per occurrence and \$3,000,000 policy aggregate. The policy's retroactive date must be shown on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.
- e. General Provisions Applying to All Insurance Policies
 - (1) Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, 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 Agreement.
 - (2) Policy Cancellation/Termination and Notice of Non-Renewal – Bidder shall provide to the State within five (5) business days a copy of any notice of Cancellation/Termination or Non-renewal received by Bidder for any of the required insurance policies. In the event the Bidder 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 Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
 - (3) Deductible – Bidder is responsible for any deductible or self-insured retention contained within their insurance program.
 - (4) Primary Clause – Any required insurance contained in this Agreement shall 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 Bidder is self-insured for a portion or all of 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.
 - (7) Inadequate Insurance – Inadequate or lack of insurance does not negate the awarded Bidder's obligations under the resulting Agreement.