CALIFORNIA DEPARTMENT OF FOOD & AGRICULTURE
Karen Ross, Secretary

August 31, 2026

INVITATION FOR BID (IFB)

IFB No.: 26-0036a
Title: Office Trailer Removal and Demolition
Type of Contract: Public Works

NOTICE TO PROSPECTIVE PROPOSERS:

You are invited to review and respond to this Invitation for Bid (IFB). In submission of your proposal, you must comply with the instructions and requirements found herein.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions.

Questions about this solicitation must be submitted to the Contracts Unit email address below with the IFB number in the Subject line. Responses to all questions received will be posted as an official addendum to this solicitation. Reference Page 1 for all Key Action Dates.

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

Contracts Unit
Office of Grants Administration
Administrative Services Division
CDFA.Contracts@cdfa.ca.gov

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Key Action Dates

All bidders are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

Release of IFB	August 31, 2026
Optional Pre-Bid Walk-Through	September 9, 2026
Written questions must be received by 12:00 PM PT	September 10, 2026
Post Questions and Answers by 4:00 PM PT	September 15, 2026
Emailed bids must be complete and received no later than 2:00 PM PT	September 18, 2026
Opening of Cost Proposal	September 18, 2026

Notice of Proposed Award Date to occur within five (5) business days after "Opening of Cost Proposal." Bidders interested in observing the bid opening must email the Contracts Unit at CDFA.Contracts@cdfa.ca.gov. Bid openings will be held virtually.

Avoid late submittals due to computer glitches or other technical issues that may arise by submitting documents early.

Optional Pre-Bid Walk-Through

An optional walk-through of the facility where the services are needed is scheduled for Wednesday, September 9th. Contractors may attend at any time within the designed hours of 7:00AM – 10:00AM. Questions are not allowed during the walk-through. Questions may be submitted in writing to the Contracts Unit email only at CDFA.Contracts@cdfa.ca.gov. (See Key Action Dates for deadline for written questions). **Attendees arriving more than five (5) minutes late will not be allowed to attend**.

In the event a potential prime contractor is unable to attend the walk-through, an authorized representative may attend on their behalf. The representative may only sign-in for one (1) company. Subcontractors may not represent a potential prime contractor at a pre-bid conference or walk-through.

Bidders must email the address listed on the cover page of this IFB no later than five working days prior to the scheduled date and time of the pre-bid conference/walk-through to arrange for a reasonable accommodation for those who need assistance for the walk-through due to physical impairment.

Questions and Answers

To maintain fairness during the bidding process, all questions must be submitted in writing and sent to the Contracts Unit email (CDFA.Contracts@cdfa.ca.gov) **only**. The subject line of the email must contain the **Bid Number**. Bidders must not contact any program staff during the bidding process as this could result in disqualification.

Answers to questions received prior to the submission deadline listed above, will be provided via a formal addendum and will be posted to the contract advertisement on Cal eProcure.

Term of Contract
The term of this contract is October 1, 2026, or upon final/Department of General Services/Office of Legal Services (DGS/OLS) approval, whichever is later, through June 30, 2027.

Option to Renew
There is no option to renew under this contract.

Introduction
The Pest Detection/ Emergency Projects Branch of the California Department of Food and Agriculture (CDFA) is responsible for early detection and prompt eradication of serious agricultural pests from California. The primary goal of the emergency project component is to quickly and efficiently eradicate incipient infestations of serious agricultural pests, therefore preventing the permanent establishment and subsequent spread of invasive insects in California. This is accomplished in part through work performed at the Branch's Los Alamitos field office.

The Los Alamitos field office is currently primarily comprised of 40 CDFA-owned mobile office trailers. Originally intended as a temporary facility, the trailers have now been in use at the current site for over 33 years. Most of the trailers were near the end of their service life at the time they were acquired, with many having been constructed in the 1970's and 80's. The expected service life of these trailers was 5-10 years. In-house repairs have been made periodically over the years to extend the functional life of the trailers. However, the facility is now in a poor state of repair, and most structures suffer from structural damage resulting from wood decay, termite infestation, and oxidation.

A recent survey of the condition of the trailers identified 3 trailers that required immediate replacement due to their dilapidated condition which poses a safety and health concern for the employees assigned to work within those trailers. As part of the replacement effort, these trailers must be removed from the field office site to make space for their replacements.

Description of Services
This is an Agreement in which the Contractor shall provide one-time removal, transport, demolition, and disposal of two (2) 12'x60' and one (1) 12'x56' single-wide mobile office trailers. The Contractor will be compensated for the services in accordance with the rate(s) specified in Exhibit B - Attachment 1, budget display, which shall include all labor, equipment, parts, devices, materials, tools, licenses, permits, supervision, inspection, insurance, transportation, travel and per diem, and every other item of expense necessary for the California Department of Food and Agriculture's (CDFA) Los Alamitos field office on Joint Forces Training Base (JFTB) Los Alamitos at 3802 Constitution Avenue, Trailer 48, Los Alamitos, CA 90720.

Jobsite
Jobsite is located on Joint Forces Training Base, Los Alamitos (JFTB). Restrooms and electrical utilities are available at the jobsite. Deliveries can be accepted at the jobsite between 6:00 am and 4:30 pm, however there is no forklift or loading dock available for offloading trucks.

CDFA Medfly Preventive Release Program Office
3802 Constitution Avenue,

Los Alamitos, California 90720

Project Timeline

1.Work shall commence within 20 calendar days after issuance of the Notice To Proceed(NTP).

2.Removal of the trailers and Contractor property from JFTB and transport of the trailers to the demolition site shall be completed no later than 25 calendar days after issuance of the NTP.

3.Demolition and disposal of the trailers shall be completed no later than 30 calendar days after issuance of the NTP.

4.Evidence of proper trailer disposal must be received by CDFA Contract Manager no later than 35 calendar days after issuance of the NTP.

Contractor Responsibilities

Contractor Shall:

Provide Removal, Transport, Demolition and Disposal Services and must be completed within 30 calendar days of issuance of the Notice to Proceed (NTP), and shall consist of the following services to office trailers identified as 52, 53, and 54 on Exhibit A – Attachment 2:

General Requirements:

1. Ensure work is completed in accordance with the Project Timeline described herein.

2. Provide all labor, tools, materials, parts, equipment, supplies, permits, transportation, licenses, insurance, and every other item of expense necessary to provide the described services.

3. Provide services in accordance with all State, County and Federal laws, codes, and regulations applicable to performing the described services.

4. Work with CDFA Contract Manager to formulate a workplan for when and how requested work is to be performed prior to commencing work.

5. Provide advance notification to CDFA Contract Manager of any changes to established removal and transport schedule.

6. Provide CDFA Contract Manager with daily progress reports, upon commencement of work and until the work concludes.

7. Notify CDFA Contract Manager if items required for the removal and transport are currently unavailable and provide an estimate of when they will be obtained.

8. Ensure that employees and/or subcontractors have a 5lb or greater class ABC fire extinguisher within reach prior to commencing any onsite welding, grinding or cutting operations.

9. Ensure that Contractor’s employees and subcontractors who operate a vehicle are licensed to drive in the state of California and that all vehicle operators performing services under this contract carry the appropriate valid driver license on their person, and vehicle liability insurance and registration in vehicles. Inform vehicle operators that they must be prepared to present their driver license, registration, and insurance documents to JFTB security and CDFA personnel, upon demand. Contractor’s employees and subcontractors performing work under this contract on Joint Forces Training Base, Los Alamitos (JFTB) will be required to possess a valid federally compliant ID to access the jobsite. Federally compliant IDs include California-issued Real ID Driver License or Identification Card; a US Passport or US Passport Card; a US military ID; and a Permanent Resident Card. Contractor’s employees and subcontractors must comply with the provisions of the State of California Vehicle Code and JFTB policies while driving or parking on JFTB.

10. Respond within 24 hours to all concerns of CDFA.

11. Ensure that the jobsite is left in a clean state at the completion of each workday.

12. Check-out via phone call to the Contract Manager or Contract Manager’s designee prior to departure from the service location.

13. Take all reasonable measures to protect state, federal, and private employees from injury and state, federal, and private property from damage.

14. Address and correct issues arising from any work performed by Contractor that is determined to be unsatisfactory by the Contract Manager at no additional cost to CDFA.

15. JFTB may require that CDFA escort Contractor to and from work location. If Contractor is denied access to JFTB without escort, Contractor shall contact the Contract Representative for CDFA and CDFA shall provide escort.

Trailer Preparation and Roadworthiness:

1. Inspect trailers for roadworthiness.

2. Perform all necessary work to render the trailers roadworthy including but not limited to removing and replacing wheels/tires, lubricating wheel bearings/axles, adding required rear trailer lighting and securing trailer doors to prevent opening during transport.

3. Conduct pre-trip inspections and either performing or arranging for the performance of any requirement maintenance or repairs for transport.

Removal, Transport, Demolition and Disposal

1. After trailers are rendered roadworthy, remove trailers from JFTB, following designated exit route from jobsite to JFTB exit as directed by CDFA and/or JFTB.

2. Transport trailers to suitable offsite location for demolition.

3. Demolish and properly dispose of trailer materials. Contractor shall make a reasonable effort to recover and/or recycle materials.

4. Return all steel foundation piers supporting trailers to CDFA.

5. Provide CDFA with evidence of proper trailer disposal to include one (1) mid-demolition photo and one (1) demolition completion photo of each trailer, receipts for all associated dump fees paid by Contractor, and receipts for all associated recycling compensation received by Contractor.

Site-Specific Notes:

1. Trailers are positioned on steel foundation piers on a sloped paved asphalt pad.

2. Trailer tongues are located on the west side; adjacent refrigeration trailers will not be moved.

3. Trailers have been parked for over 20 years and are presumed to have non-serviceable tires.

4. JFTB may require CDFA escorting the Contractor to and from the work location. If access is denied without escort, the Contractor shall contact the CDFA Contract Representative to obtain escort support.

Contractor Qualifications

1. The Contractor, or subcontractor, must hold a C-21 Building Moving Demolition contractor classification or a C-47 General Manufactured Housing trade classification.

2. All Contractors and Subcontractors who bid on a public works project must be registered with the California Department of Industrial Relations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720) of the California Labor Code. http://www.dir.ca.gov/Public-Works/PublicWorks.html

CDFA Responsibilities

CDFA shall:

1. Prior to commencement of work under this contract:

   a) Remove all furniture, equipment, attachments and other property from trailers.
   b) Shut-off power supplied to trailers and disconnect electrical and network utilities.
   c) Remove all interior light lenses, lighting ballasts and lightbulbs.
   d) Remove all exterior lighting, signage, fire extinguishers and alarm stations.
   e) Remove all trailer HVAC units and cover penetrations with plywood.
   f) Remove secondary roof structure from trailers 52 and 53.
   g) Remove composite decking, handrails, ramps and stairs surrounding trailers.
   h) Remove 10’x20’ canopy west of trailers.

i) Provide Contractor with JFTB truck route, JFTB Motor Vehicle Traffic Supervision regulation, JFTB Temporary Traffic Violation Policy, and JFTB Parking Policy prior to commencement of work.
j) If required, provide Contractor with a 5lb fire extinguisher for the duration of the work.

2. Provide facility and trailer access to Contractor, as needed.

3. Work with Contractor to formulate a workplan and assist Contractor with operational and technical details, as needed, in a timely manner.

4. Provide access to onsite restroom facilities.

5. Provide electrical and water utilities, as necessary to perform the work.

6. Provide a 3-yard waste bin for disposal of any waste generated while prepping the trailers for removal or cleaning the worksite after removal of the trailers.

7. Conduct a final inspection with Contractor, upon completion of the work.

8. Inform Contractor if there are any concerns regarding the services being provided and/or the invoices.

9. Approve and process invoices for services satisfactorily rendered.

Cost Proposal

Contractor shall include the cost of providing rights under Labor Code, Unemployment Insurance Code, and Industrial Welfare Commission Order in their proposed budgets.

The Employment Development Department's (EDD) "2024 California Employer's Guide" at https://edd.ca.gov/pdf_pub_ctr/de44.pdf and the Department of Industrial Relation's website are two references that Contractors can access for assistance with determining the costs and methods of paying for these benefits to include in their proposal.

Travel costs shall be reimbursed at Federal rates in effect at the time of travel as established by the United States (U.S.) General Service Administration, which can be accessed at: Travel resources | GSA

System for Award Management

All entities bidding for this federally funded contract, must have a Unique Entity ID (UEI) and be registered with System for Award Management. (SAM.gov). Failure to register and maintain an active SAM account will prevent your organization from receiving federal funds. SAM accounts must be renewed annually. Entities will be required to provide their organization's UEI number and CDFA will check that the entity is in good standing before CDFA can enter into an agreement. The registration process can take a few weeks; therefore, entities are highly encouraged to begin the registration process now. Please enter your UEI number in the section titled "Small Business Preference" of the Contractor Status Form. The link to this form can be found on the Required Documents page of this IFB.

Generative Artificial Intelligence (GenAI) Disclosure Notification Clause

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 / Offeror 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.

Submission of Bid

1. Bids must be submitted via email to CDFA.Contracts@cdfa.ca.gov. The subject line of the email must read as follows: **Bid Number, Your Organization's Name**. All bid documents must be in PDF format. As the identified point of contact, please obtain acceptable e-signature(s) from your company's authorized representative. Acceptable forms of e-signature include:
    a. Scanned "Wet" Signature: Print and sign document(s) in ink, then scan an electronic copy in PDF format.
    b. "Typed" Signature: If the signature field of the document is editable (e.g., the signature feature in Adobe Acrobat), then a typed signature is acceptable.

    No late submittals will be accepted.
2. Bids will not be accepted from Expatriate Corporations, and bids from primes subcontracting with Expatriate Corporations.
3. If the bid is made under a business title (dba), the actual legal name of the proposer must be provided.
4. All bids shall include the documents identified on the attached checklist entitled "Required Documents." Proposals not including the required documents shall be deemed non-responsive.
5. Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.

6. 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. The CDFA may waive any immaterial deviation in a bid. The waiver of immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements, if awarded.
7. The CDFA does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions are not negotiable.
8. Costs incurred for developing bids and in anticipation of award are entirely the responsibility of the bidder and shall not be charged to the CDFA.
9. 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, will not be considered.
10. A bidder may withdraw its bid by submitting a written request to the CDFA, signed by the bidder or an authorized agent of their firm. Bids may not be withdrawn without cause after the bid submission deadline.
11. The CDFA may modify this IFB prior to the bid's submission due date by posting an addendum with the original advertisement on Cal eProcure.
12. The CDFA reserves the right to reject all bids. The CDFA is not required to award an agreement.
13. Before submitting a response to this solicitation, bidders should review, proofread and confirm compliance with the IFB requirements.
14. Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
15. No oral understanding or agreement shall be binding on either party.

Evaluation and Selection

1. 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.
2. The CDFA will evaluate each bid to determine its responsiveness to the published requirements.
3. Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, may be rejected.
4. Award, if made, will be to the lowest responsive and responsible bid.

Award and Protest

1. 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) business days prior to the award.

2. Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the lobby of the CDFA Headquarters at least five (5) business days prior to awarding the agreement.
3. If any bidder, prior to the award, files a protest with the Department of General Services (DGS), Office of Legal Services, and the CDFA on the grounds that the (protesting) bidder is the lowest responsible bidder, the agreement shall not be awarded until either the protest has been withdrawn or the DGS has decided the matter (Public Contract Code §10345).
4. **Within five (5) calendar days** after filing the initial protest, the protesting bidder shall file with the DGS and the CDFA a detailed written statement specifying the grounds for the protest. The written protest must be sent to:

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

   A copy of the detailed written protest should be emailed to CDFA.Contracts@cdfa.ca.gov or via mail to CDFA, Contracts Unit, 1220 N Street, Room 120, Sacramento, California 95814. If mailing, it is suggested that proposers submit any protest by certified or registered mail.

Disposition of Bids

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 Section 6250 et seq.) and subject to review by the public.

Agreement Execution and Performance

1. Service shall be available no later than 30 calendar days, or on the expressed date set by the CDFA and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the CDFA, upon (five) business days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another contractor.

2. All performance under the agreement shall be completed within the agreement's terms.

Termination

The CDFA has the authority and expressed right to terminate any Agreement awarded under this IFB at any time during the term of the Agreement for any reason or if the CDFA finds that the Contractor's work is negligent, not satisfactory, or not in accordance with the Agreement requirements.

Preference and Incentive Programs

Information, requirements and forms for the preference programs listed below can be found at the Internet web sites listed.

Note: These documents may not be required in all bid packages. Refer to Required Documents for documentation required by this IFB.

1. **Certified Small Businesses and Microbusinesses Certification Benefits**

   California Government Code Sections 14835 et seq. requires that a five percent preference be given to bidders who qualify as a small business. The rules and regulations of this law, including the definition of a small business, are contained in Title 2, California Code of Regulations, Sections 1896 et seq. Additional information is available from the DGS, Office of Small Business Certification and Resources (OSBCR) at (916) 375-4940 or https://www.caleprocure.ca.gov/pages/index.aspx .

   All bidders claiming the Small Business preference must submit proof of small business status with their bid submittal. In addition, bidder shall identify any subcontractors that are certified small business and include a copy of their OSBCR certification approval letter(s) with your submittal of the bid.

   A qualified bidder who claims the small business preference will be granted a preference consisting of five percent of the highest scored responsive bid only if the highest bid is submitted by a business that is not a certified small business. The five percent preference is used only for computation purposes to a maximum of $50,000 to determine the lowest responsive bidder and does not alter the amounts of the resulting Agreement. An Agreement awarded by reason of the five percent preference is awarded for the amount of the small business firm's actual cost proposal.

2. **Target Area Contract Preference Act (TACPA)**

   This solicitation provides for the optional TACPA preference. Bidders are not required to apply for this preference. Denial of the TACPA preference request is not a basis for rejection of the bid/offer.

   The TACPA workplace and workforce preferences will be evaluated for this solicitation. California-based companies seeking TACPA preferences will need to complete and submit preference request forms with the bid/offer. The following webpage contains required preference request forms and an interactive map to determine if a business is located with a TACPA qualified zone: Request Target Area Contract Preference.

   By submitting forms, a bidder given a TACPA preference agrees to the TACPA contract provisions required by Government Code 4535 and provided in section 1896.40 of Title 2 of the California Code of Regulations (CCR) in addition to requirements specified on the TACPA form STD 830.

3. **Recycled Content Certification**

   The State of California is required to purchase recycled content products (RCPs) rather than non-recycled products whenever price, quality, and availability are comparable.

Furthermore, each state agency is required to purchase RCPs in sufficient quantities to ensure that mandated RCP procurement goals are attained within eleven product categories. If two bidders quote the same bid cost amount for services, the State will award the contract to the RCP certified contractor.

In order to help state agencies identify all reportable purchases and all the reportable RCP purchases, suppliers are mandated by the Public Contract Codes to certify the minimum, if not the exact, recycled content, both secondary and postconsumer material, in the products, materials, goods, and supplies offered or sold to the State. The Public Contract Codes require every supplier to certify the minimum, if not the exact recycled content, both secondary and postconsumer material, in the products, materials, goods, and supplies offered or sold to the State. Additional information regarding this program can be obtained at the following web site: https://www.calrecycle.ca.gov/StateAgency/.

4. **DVBE Participation**

Please look carefully at boxes (a) and (b) in this section. Please note that regardless of DVBE participation requirements the DVBE deductions still apply to all bidders providing DVBE participation (further information is listed below under DVBE Incentive).

(a) ☒ DVBE Participation is **Required**

(b) ☐ DVBE Participation has been **Waived**, however there is a DVBE Incentive**.**

If box (a) is checked:
You must respond accordingly to the instructions outlined in "California Disabled Veteran Business Enterprise (DVBE) Program Requirements – for Non-IT Services" on the following page for your bid to be considered responsive.

This IFB has participation goals for the Disabled Veteran Business Enterprise (DVBE) Program of three (3%) percent of the total bid cost. Bidders must meet the DVBE requirements in order to be considered a responsive bidder and be considered for contract award. Failure to meet the three (3%) percent minimum will result in your bid being rejected. A copy of the DGS DVBE Certification letter must be included with your bid.

If box (b) is checked, bidders are not required to provide DVBE participation, but may choose to for the Incentive. Please refer to the DVBE Incentive below:
Unless stated elsewhere in the solicitation that the DVBE incentive has been waived, in accordance with Section 999.5(a) of the Military and Veterans Code an incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified participation as identified on the Bidder Declaration, DGS PD-05-105, and confirmed by the State. The incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation.

Awards based on low price – the net bid price of responsive bids will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive net bid price. If the #1 ranked responsive, responsible bid is a California certified small business, the only bidders eligible for the incentive will be California certified small businesses. The incentive adjustment for awards based on low price cannot exceed 5% or

$100,000, whichever is less, of the #1 ranked net bid price. When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed $100,000.

The following percentages will apply for awards based on low price.

Confirmed DVBE Participation of:	DVBE Incentive:
5% or Over	5%
4% to 4.99% Inclusive	4%
3% to 3.99% Inclusive	3%

CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) - PROGRAM REQUIREMENTS - FOR NON-IT SERVICES

(Revision Date 1-2022)

Please read the requirements and instructions carefully.

AUTHORITY

The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.61 et seq.

DVBE PARTICIPATION

The **minimum** DVBE participation is 3% for this solicitation *unless* another percentage is specified in the solicitation, or the solicitation is exempt from DVBE participation.

DVBE INCENTIVE

An incentive will be given to bidders who provide DVBE participation, unless stated elsewhere in the solicitation that the DVBE Incentive has been waived.

INTRODUCTION

The bidder must complete the form(s) identified below and fully document that the mandatory minimum percent of DVBE participation will be met in order to comply with this solicitation's DVBE program requirement or the bid may be considered non-responsive.

Information submitted by the Bidder to comply with this solicitation's DVBE requirements will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of PCC §10115 et seq. and MVC §999 et seq., and follow the investigatory procedures required by 2 CCR §1896.91. Contractors found to be in violation of these provisions may be subject to suspension from doing business with the State of California, contract termination, civil penalties, and loss of State certifications.

Only State of California, Office of Small Business and DVBE Services (OSDS), certified Disabled Veteran Business Enterprises (hereafter called "DVBE") shall be used to satisfy the DVBE requirements. The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of 2 CCR §1896.1, is certified in accordance with 2 CCR §1896.84, and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function as required in MVC §999(B). Bidders must verify each DVBE subcontractor's certification status with OSDS to ensure participation eligibility prior to submitting bids. A DVBE that is not certified at the time of award or does not meet and maintain certification cannot count towards an awarding department's three (3) percent goal (MVC §999.5(c).

COMMERCIALLY USEFUL FUNCTION DEFINITION

A SB/DVBE certified firm performs CUF when doing **all** of the following:

1. Executes a distinct element of the contract scope of work including supplying of goods/services.
2. Performs, manages, or supervises the work including supplying of goods/services.
3. Performs work that is normal for the firm's business services and functions.
4. Is responsible, with respect to products, inventories, materials, and supplies required for the subcontract, negotiating price, determining quality and quantity, ordering, installing (if applicable), and paying for the material.
5. Does not subcontract a portion of the work greater than expected by industry practices.

A SB/DVBE certified firm does **NOT** perform CUF when:

1. The firm is an extra participant involved in a transaction, contract, or project through which funds are passed through in order to obtain the appearance of SB/DVBE participation.
2. The firm is not being used to perform the work as stipulated in the bid.
3. The firm is no longer used to provide good/services listed in initial bid response.

DVBE SUBSTITUTION

Bidders must use the DVBE subcontractors or suppliers proposed in the bid. Any substitutions must be requested in writing to the awarding department and approved by the awarding department and OSDS in writing prior to the commencement of any work by the proposed DVBE. The substitution must be to perform the same work and shall maintain the minimum level of DVBE participation stated in original bid (MVC §999.5(g)).

DVBE SUBCONTRACTOR REPORTING

Bidders awarded a contract with a commitment to use DVBE subcontractors must certify, upon completion of contract, that all payments have been made to the DVBE subcontractors by submitting the Prime Contractor's DVBE Subcontracting Report (STD 817). For such contractors awarded on or after January 1, 2021, the department will withhold $10,000 from the final payment, or the full payment if the final payment is less than $10,000 from prime contractors, until the complete and accurate STD 817 is received. Failure to submit this certification after given the opportunity to cure, will result in the department permanently deducting $10,000 from the final payment or the full payment if less than $10,000 (MVC §999.7).

Prime contractor shall provide proof of payments made to DVBE subcontractors at the request of the department. The department shall keep all information provided by the prime contractor regarding the DVBE program requirements in the procurement file for six (6) years (MVC §999.55).

PLEASE READ ALL INSTRUCTIONS CAREFULLY

These instructions contain information about the DVBE program requirements, bidder responsibilities, and the DVBE Bid Incentive. Bidders are responsible for thorough review and compliance with these instructions.

To meet the DVBE program requirements, bidders must complete and fully document compliance with the following:

PARTICIPATION COMMITMENT

Bidders must commit to meet or exceed the DVBE participation requirement in this solicitation by either Method A1 (bidder is a California certified DVBE) or A2 (bidder is not a California certified DVBE). Bidders must document DVBE participation commitment by completing and submitting all forms and documentation necessary to support meeting CUF. Forms include the Bidder Declaration (DGS PD-05-105) and DVBE Declarations (DGS PD 843), the Confirmation Letter/Form as described below, and any other requested documentation. Failure to complete and submit the required form(s) as instructed will render the bid non-responsive.

Method A1. Certified DVBE bidder:

A. Commit to perform the participation goal percentage of the contract bid amount with its own resources or in combination with another DVBE(s).
B. Document DVBE participation on the Bidder Declaration DGS PD-05-105 for the Prime and all subcontractors (any person, firm, and/or corporation that will participate in fulfilling any part of the contract).
C. Submit a written Confirmation Letter/Form from each DVBE subcontractor identified on the Bidder Declaration. The written confirmation must include the solicitation number and be signed by the Bidder and the DVBE subcontractor(s). The written confirmation shall include, but is not limited to, the DVBE scope of work, work to be performed by the DVBE, term of the intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment and total amount to be paid to the DVBE. Failure to submit signed confirmations with the bid may render the bid non-responsive. If further verification is necessary, the State will obtain additional information to verify compliance with the above requirements.
D. Submit DVBE Declarations Form, DGS PD 843, for all DVBE participants (prime or sub).

Method A2. Non-DVBE bidder:

A. Commit to using DVBE(s) to perform the participation goal percentage of the contract bid amount.
B. Document DVBE participation on the Bidder Declaration, DGS PD-05-105.
C. Submit a written Confirmation Letter/Form from each DVBE subcontractor identified on the Bidder Declaration. The written confirmation must include the solicitation number and be signed by the Bidder and the DVBE subcontractor(s). The written confirmation shall include, but is not limited to, the DVBE scope of work, work to be performed by the DVBE, term of the intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment and total amount to be paid to the DVBE. Failure to submit signed confirmations with the bid may render the bid non-responsive. If

further verification is necessary, the State will obtain additional information to verify compliance with the above requirements.

D. Submit DGS PD 843, DVBE Declarations Form, for all DVBE participants (prime or sub).

RESOURCES AND INFORMATION TO LOCATE DVBE SUPPLIERS

Awarding Department

Contact the department at cdfa.contracts@cdfa.ca.gov for any DVBE suppliers who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify DVBE suppliers for the solicitation. You may also contact the department's SB/DVBE Advocate for assistance.

Department of General Services, Procurement Division (DGS-PD) OFFICE OF SMALL BUSINESS AND DVBE SERVICES (OSDS)

The department's Small Business (SB/DVBE) Advocate can also provide assistance with identifying DVBEs. For a directory of SB/DVBE Advocates for each department go to Find-a-SB_DVBE-Advocate.

For assistance with this directory, contact the DGS-PD SB/DVBE Advocate at (916) 375-4940 or Advocate@dgs.ca.gov.

For assistance with SB/DVBE search, certification applications and information, certification information, certification status or concerns and general DVBE program info, you may use any of the following methods:

1. From 8:00 a.m. – 5:00 p.m., Monday through Friday: Call OSDS at (916) 375-4940
2. Visit the DGS website at: Apply For or Re-apply as Small Business, Disabled Veteran Business Enterprise (ca.gov); or
3. Email: OSDSHelp@dgs.ca.gov

DGS PD E-Procurement

Access the list of all certified DVBEs by using the DGS-PD online certified firm database at www.caleprocure.ca.gov. To begin your search, click on "Quicklinks" and then click on "Find Certified Firms (SB/DVBE). Search by one "keyword" or "United Nations Standard Products and Services Code (UNSPSC)" at a time that apply to the elements of work you want to subcontract.

Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at www.caleprocure.ca.gov, click on Resources and then on "Find Public Procurement Information." For questions regarding the CSCR, please call (916) 375-2000 or send an email to eprocure@dgs.ca.gov.

For eProcurement Training Modules, including the SB/DVBE Search, click on "Resources" then on "Training and Resources."

California Department of Veterans Affairs

Visit www.calvet.ca.gov, Click on CalVet Programs tab, click on Veterans Services, and then click on Disabled Veterans Business Enterprise (DVBE Program) or email: DVBE@calvet.ca.gov.

REQUIRED DOCUMENTS

The following documents must be submitted with your proposal to be considered responsive:

- ❑ Attachment 1, Cost Proposal
- ❑ Contractor Status Form
- ❑ Disabled Veterans Business Enterprise Participation Declarations, DGS PD 843 https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_843.pdf
- ❑ Bidder Declarations, GSPD-05-105 https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/gspd05-105.pdf
- ❑ Commercially Useful Function (CUF), DGS OBAS 201 https://www.documents.dgs.ca.gov/dgs/fmc/dgs/obas201.pdf
- ❑ If corporation, proof that business is in good standing and qualified to conduct business in California
- ❑ If a nonprofit organization, proof of nonprofit status
- ❑ Small Business Preference and Certification Request, STD 811 https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std811.pdf
- ❑ Nondiscrimination Compliance Statement, STD 19 https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std019.pdf
- ❑ Labor Code Certifications (Attachment 3)
- ❑ Roofing Certification (if applicable)
- ❑ Non-Collusion Declaration (Attachment 4)

The following forms will be required of the winning proposer upon award of the contract:

- ❑ Contractor Certification Clauses – CCC 04/2017 https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language
- ❑ Recycled Content Certification Form, CalRecycle 74 https://www2.calrecycle.ca.gov/Docs/Web/111480
- ❑ Darfur Contracting Act Certification, DGS PD 1 https://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_1.pdf
- ❑ California Civil Rights Laws Attachment, DGS OLS 04 (If $100,000 or more) https://www.documents.dgs.ca.gov/dgs/fmc/dgs/ols004.pdf

- ☐ Iran Contracting Act Verification Form, DGS PD 3 (If $1,000,000 or more)
  https://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_3.pdf

- ☐ Payment Bond (If $25,000 or more)
  https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std807.pdf

Sample Standard Contract - STD 213

Reset Form | Print Form | SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

SAMPLE

3. The maximum amount of this Agreement is:

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

	Exhibits	Title	Pages
	Exhibit A	Scope of Work	
	Exhibit B	Budget Detail and Payment Provisions	
	Exhibit C *	General Terms and Conditions	
+ -			

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

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP

PRINTED NAME OF PERSON SIGNING	TITLE
CONTRACTOR AUTHORIZED SIGNATURE	**DATE SIGNED**

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP

PRINTED NAME OF PERSON SIGNING	TITLE
CONTRACTING AGENCY AUTHORIZED SIGNATURE	**DATE SIGNED**
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	**EXEMPTION (If Applicable)**

EXHIBIT A

SCOPE OF WORK

1. Contractor agrees to provide to the California Department of Food and Agriculture (CDFA) as described herein:

2. The services shall be performed at .

3. The services shall be provided during .

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

   State Agency
   Name
   Unit/Branch
   Address
   Phone Number
   Email Address

   Contractor
   Name
   Unit/Branch
   Address
   Phone Number
   Email Address

5.

Federal Agency	Example: USDA, APHIS, PPQ
Federal Award Identification Number	FAIN or other as provided by the federal funding source
Federal Award Date	This is the execution date
Catalog of Federal Domestic Assistance (CFDA) Number and Name	Number AND Name
Amount Awarded to State Agency	TOTAL awarded to CDFA
Effective Dates for State Agency	Start and End date of federal funding source Agmt
Federal Award to State Agency is Research & Development (Yes/No)	Yes or No

6. See Attachment 1 in Scope of Work for a detailed description of work to be performed and the duties of all parties.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Invoicing and Payment**

   A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor, Grant, Sub-Grant or Agreement recipient for actual expenditures incurred in accordance with this Agreement and stated herein, which is attached hereto and made a part of this Agreement or Grant.

   Original invoices shall include the agreement/contract number, dates of service, type of work performed, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment. Invoices shall be itemized to follow the allowed expenses outlined in the agreement/contract budget and Scope of Work documents.

   B. Unless mutually agreed, monthly invoices must be submitted within 30 calendar days from the end of each month in which services were rendered. Invoices must include the Agreement number and submitted to the Program Contract Manager listed in this contract.

   C. Any travel and subsistence payments authorized under this agreement shall be paid as needed to execute the work. The maximum travel rates allowable are the rates in effect at the time of travel as established by the United States General Services Administration. https://www.gsa.gov/travel-resources

2. **Budget Contingency Clause**

   A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

   B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount.

3. **Prompt Payment Clause**

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

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

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

2. **Settlement of Disputes**
   Any dispute concerning a question of fact arising under the terms of this agreement, Contractor shall file a "Notice of Dispute" with the CDFA within ten (10) business days of discovery of the problem. Such Notice of Dispute shall contain the Agreement number. Within ten (10) business days of receipt of such Notice of Dispute, the Agency Secretary, or Designee, shall meet with the Contractor and the CDFA project manager for the purpose of resolving the dispute. The decision of the Agency Secretary or Designee shall be final. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

3. **Agency Liability**
   The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

5. **Right to Terminate**
   The State 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.

EXHIBIT E

ADDITIONAL PROVISION

CONTRACTS FUNDED BY THE FEDERAL GOVERNMENT

All federal recipients are subject to Uniform Administrative Requirements, Cost Principles, and Audit Requirements (2 CFR 200), and other laws and regulations affecting federal assistance.

Federal Funding Accountability and Transparency Act

Upon selection of an award, Recipients of federal funds will need to comply with the Federal Funding Accountability and Transparency Act of 2006 (FFATA). This includes disclosing the names and total compensation of the five most highly compensated officers of the entity if:

1) The entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and
2) $25,000,000 or more in annual revenues from federal awards; and
3) The public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15 (d) of the Securities Exchange Act of 1934.

System for Award Management

All entities applying for federal funding, including renewal funding, must have a Unique Entity ID. A UEI Number is a unique identifier issued and maintained by System for Award Management. All entities must register with SAM.gov. Failure to register and maintain an active SAM account will prevent your organization from receiving federal funds. SAM accounts must be renewed annually.

Entities will be required to provide their organization's UEI number before CDFA can enter into an agreement. The registration process can take a few weeks; therefore, entities are highly encouraged to begin the registration process now.

CONTRACT AND SUBCONTRACT COMPLIANCE REQUIREMENTS

The Contractor shall ensure its officers, agents and employees will fully cooperate with any/all investigations conducted by the Department of Food and Agriculture's Equal Employment Opportunity and Human Resources Offices and will require the same of any subcontractors or consultants used pursuant to this agreement.

UNFAIR PRACTICES ACT

Contractor hereby certifies that he/she will comply with the requirements of Section 17200 of the Business and Professions Code.

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.

CONFLICT OF INTEREST

Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.

Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business or other ties.

LICENSE AND PERMIT REQUIREMENTS

The Contractor shall be an individual or firm properly licensed to do business in California in accordance with the laws of the State of California and shall obtain at his/her expense all license(s) and permit(s) 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/letter 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 the CDFA 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 license(s) and/or permit(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this agreement upon occurrence of such event.

Licensed contractors must observe professional standards for quality work or the California Contractors State License Board will invoke disciplinary action.

Should the State of California determine that the work or materials provided vary materially from the specifications, or that defective work when completed was not performed in a workmanlike manner, then the Contractor warrants that he/she shall perform all necessary repairs, replacement and corrections needed to restore the property according to the agreement plans and specifications, all at no further or additional cost to the State of California.

INSURANCE REQUIREMENTS

Contractor shall comply with all requirements outlined in the (1) General Provisions section and (2) Contract Insurance Requirements outlined in this section. No payments will be made under this contract until contractor fully complies with all requirements.

General Provisions Applying to All Policies

A. **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.
B. **Policy Cancellation or Termination & Notice of Non-Renewal** – Contractor and/or Permittee is responsible to notify the State within five business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event Contractor and/or Permittee 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.
C. **Deductible** – Contractor and/or Permittee is responsible for any deductible or self-insured retention contained within their insurance program.
D. **Primary Clause** – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
E. **Insurance Carrier Required Rating** – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor and/or Permittee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
F. **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.
G. **Inadequate Insurance** – Inadequate or lack of insurance does not negate the contractor and/or Permittee's obligations under the contract.
H. **Satisfying an SIR** - All insurance required by this contract must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
I. **Available Coverages/Limits** - All coverage and limits available to the contractor shall also be available and applicable to the State, regardless of the minimum limits required in Section 2. Insurance Requirements below.
J. **Subcontractors** - In the case of Contractor and/or Permittee's utilization of subcontractors to complete the contracted scope of work, contractor and/or Permittee shall include all subcontractors as insureds under Contractor and/or Permittee's insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor and/or Permittee.

K. **Premiums** – The contractor/Permittee shall be responsible for any premium, deductible or self-insured retention in connection with any Required Insurance.

L. **Required Insurance -** By requiring the insurance herein, the Department does not represent that the insurance coverage and limits will necessarily be adequate to protect the Contractor/Permittee and such coverage and limits shall not be deemed as a limitation on the contractor's/Permittee's liability under the indemnities granted to the Department in this Contract.

M. **Insurance Certificate** - Contractor shall provide an insurance certificate evidencing the required insurance coverage before work commences under this Agreement.

Contractor Insurance Requirements

Contractor shall display on an Acord certificate of insurance evidence of the following coverages:

A. **Commercial General Liability**

Contractor shall maintain general liability on an occurrence form with limits not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury and property damage liability. 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 which claim is made, or suit is brought subject to the Contractor's limit of liability. **The policy must be endorsed to name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.**

If the work will include applicators including but not limited to pesticides, herbicides, and/or pest control substances, coverage shall include Pesticide/Herbicide Applicator Coverage, or its equivalent, during the term of the contract.

B. **Automobile Liability**

Contractor 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 name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.**

C. **Workers' Compensation and Employer's Liability**

Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the

Contract. In addition, employer's liability limits of $1,000,000 are required. By signing this contract, Contractor acknowledges compliance with these regulations.

A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to certificate.

D. **Self-Insurance**
In lieu of maintaining commercial insurance coverage, Contractor may adopt alternative risk management programs, which the State of California determines to be reasonable and which shall not have a material adverse impact on reimbursement from thirty-party payers, including, without limitation, to self-insure in whole or in part individually or in connection with other institutions, or to establish to participate in other alternative risk management programs.

i. Satisfying an SIR - All insurance required by this contract must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
ii. Inadequate Insurance - Inadequate or lack of insurance does not negate the Contractor's obligations under the contract.
iii. Available Coverages/Limits - All coverage and limits available to the Contractor shall also be available and applicable to the State.

LIABILITY AND DAMAGES
The Contractor shall be liable for any damages by the Contractor or his employees to portions of buildings, premises equipment, furniture, material, cropland or other CDFA or private property. Damage resulting from the services provided will be repaired or items will be replaced by the Contractor to the satisfaction of the CDFA at no expense to the CDFA. Any items lost or stolen while in the Contractor's custody will be replaced by the Contractor at no expense to the CDFA.

QUALIFICATIONS
The prospective contractor must have the experience, qualifications and resources to perform the work required by this agreement.

MULTIPLE CONTRACTORS
The CDFA may undertake or award other contractors for additional work and the Contractor shall fully cooperate with other contractors and State employees.

SUBCONTRACTORS
All subcontractors identified shall be experts in their respective disciplines and capable of performing the tasks for which they were hired. Subcontractors shall have extensive experience in their area of expertise, with particular emphasis on prior experience on similar programs or projects that clearly illustrate their expertise in areas essential to the CDFA.

The Contractor must use the Small business and/or Disabled Veterans Business Enterprise (DVBE) subcontractor(s) identified in the Small Business/DVBE Participation Summary submitted with the bid unless the Contractor requests substitution in writing to the CDFA prior to the subcontractor performing any work and the CDFA approves such substitution.

POTENTIAL SUBCONTRACTORS
If Contractor subcontracts out a portion of the work required by this agreement, nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

SUBSTITUTION OF SUBCONTRACTORS
The Contractor may not substitute a subcontractor listed in the awarded bid except as allowed under Public Contract Code (PCC) §4107.5 and Military and Veterans Code (MVC) §999.10 and a hearing has been held, if required.

DVBE SUBCONTRACTOR REPORTING
Bidders awarded a contract with a commitment to use DVBE subcontractors must certify, upon completion of contract, that all payments have been made to the DVBE subcontractors by submitting the Prime Contractor's DVBE Subcontracting Report (STD 817). For such contractors awarded on or after January 1, 2021, the department will withhold $10,000 from the final payment, or the full payment if the final payment is less than $10,000 from prime contractors, until the complete and accurate STD 817 is received. Failure to submit this certification after given the opportunity to cure, will result in the department permanently deducting $10,000 from the final payment or the full payment if less than $10,000 (MVC §999.7).

Prime contractor shall provide proof of payments made to DVBE subcontractors at the request of the department. The department shall keep all information provided by the prime contractor regarding the DVBE program requirements in the procurement file for six (6) years (MVC §999.55).

RIGHT TO BAR
The CDFA reserves the right to bar any Contractor's or subcontractor's employee from the worksite.

STAFF EXPENSES
The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this agreement. Such personnel shall not be employees of or have any contractual relationship with any government entity.

The Contractor shall indemnify CDFA against any failure of Contractor to pay into funds providing rights under the Labor Code, Unemployment Insurance Code, and Industrial Welfare Commission Order, or failure to pay such amount into these funds as required by law.

PUBLICITY AND ACKNOWLEDGEMENT
The Contractor agrees that he/she will acknowledge CDFA's support whenever projects funded, in whole or in part, by this agreement are publicized in any news media, brochure, or other type of promotional material.

OWNERSHIP OF DRAWINGS, PLANS AND SPECIFICATIONS
The CDFA shall have separate and independent ownership of all drawings, design plans, specifications, notebooks, tracings, photographs, negatives, reports, findings, recommendations, data memoranda of every description or any part thereof, prepared under this agreement and the originals and all copies thereof will be delivered to the State upon request. The State will have the full right to use said originals and copies in any manner when and where it may determine without any claim on the part of the Contractor, its vendors or subcontractors to additional compensation.

FORCED, CONVICT, AND INDENTURED LABOR
No foreign-made equipment, materials, or supplies furnished to the State pursuant to this contract may be produced in whole or in part by forced labor, convict labor, or indentured labor.

EMPLOYMENT OF UNDOCUMENTED ALIENS
No State agency, as defined in Public Contract Code Section 10335.7, that is subject to this code, shall award a public works contract to a bidder nor shall a bidder be eligible to bid for or receive a public works contract who has in the preceding five years been convicted of violating a State or Federal Law regarding the employment of undocumented aliens. See Public Contract Code Section 6101.

PUBLIC WORK - RULES/REGULATIONS
Contractor shall observe and comply with all federal, state, city and county laws, rules or regulations affecting the work. Any work done that does not comply with any laws, rules or regulations will be remedied at the Contractor's expense.

DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION
All Contractors and Subcontractors who bid on a public works project must be registered with the Department of Industrial Relations pursuant to Division 2, Part 7, Chapter 1 (commending with section 1720) of the California Labor Code. http://www.dir.ca.gov/Public-Works/PublicWorks.html

ANTITRUST CLAIMS
The contractor offers and agrees and will require all of his other subcontractors and suppliers to agree to assign to the awarding body all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 USC § 15) or under

the Cartwright Act (Chapter 2 [commencing with section 16700] of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the public works contract or subcontract. The State Contracting Manual – Volume I 166 assignment made by the contractor and all additional assignments made by the subcontractors and suppliers shall be deemed to have been made and will become effective at the time the awarding body tenders final payment to the contractor without further acknowledgment or the necessity of tendering to the awarding body any written assignments.

If an awarding body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under GC §§ 4550 – 4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, on demand, recover from the public body any portion of the recovery, including treble damages, and attributable overcharges that were paid by the assignor but were not paid by the public body as a part of the bid price, less the expenses incurred in obtaining that portion of the recovery. On demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under GC §§ 4550 – 4554 if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

STOP WORK NOTICE
Immediately upon receiving a written notice to stop work, Contractor shall cease all work under this Agreement.

WORK ORDERS
1. When work orders are required to perform the services required by this Agreement, the CDFA project manager will prepare a work order for each item of work. Each work order shall consist of a detailed statement of the purpose, objectives or goals to be undertaken by Contractor, identification of the Contractor/Subcontractor team, all significant material to be developed and delivered by Contractor, all materials to be furnished by the CDFA to Contractor, Contractor's estimated time schedule and person hours, billing rates and total cost of the work order.
2. All work orders will be in writing, negotiated and approved by the CDFA project manager and Contractor's project director prior to beginning work. However, in situations where expedience is of utmost importance, the CDFA project manager may verbally authorize the Contractor to begin work following up with written authorization.
3. The level of effort required for each work order will vary for each proposed project. Therefore, the timelines for completion of duties to be performed will be established at the time of assignment by the CDFA project manager.
4. The CDFA reserves the right to require Contractor to stop and suspend work on any work order. The CDFA project manager will provide, in writing to Contractor's project manager, notice of the date work is to be halted or suspended. Costs incurred to that date shall be reimbursed in accordance with the Agreement's provision.
5. Each work order will be numbered sequentially.
6. The actual costs of a completed and approved work order shall not exceed the authorized amount, except if, in the performance of the work, Contractor determines that

the actual cost will exceed the estimated costs. In these instances, Contractor must immediately notify the CDFA project manager. Upon such notification, the project manager may:

1. Alter the scope of the work order to accomplish the work within the estimated costs; or
2. Augment the work order budget; or
3. Authorize the Contractor to complete the work for the actual costs; or
4. Terminate the work order.

7. Prior to exceeding the approved budget, approval must be secured in writing from the CDFA project manager and the work order modified to reflect the change. If the problem occurs because Contractor is at fault, Contractor shall absorb the additional costs.

PREVAILING WAGE PROVISION

In accordance with the provisions of the Labor Code, Section 1773 et seq. the prevailing rate of wages must apply. Copies of the current rates are available from the State of California, Department of Industrial Relations. It is also available on the internet at: http://www.dir.ca.gov/DLSR/PWD/index.htm.

PAYMENT BOND

When the contractual amount exceeds $25,000, Contractor shall provide a payment bond in the amount of 100% of the total amount of the Agreement within 15 calendar days of notification of award of Agreement. Failure to submit said bond shall constitute a breach of contract.

AUDITS

The Contractor agrees that the Department or the Bureau of State Audits or its designated representative, shall have an absolute right of access to all of the Contractor's records, files, documents, accounts, and financial affairs as deemed necessary for the purpose of conducting an audit to determine compliance with the terms and conditions of this contract. The contractor shall provide the auditor(s) with any relevant information requested without unnecessary delay and, on reasonable notice, permit access to its premises and copying such books, records, accounts, and any other material as warranted to conduct the audit. The contractor further agrees to maintain such records for a period of three (3) years after resolution of all issues that may arise a result of all issues that may arise as a result of any litigation, claim, negotiation, or audit related to the contract, whichever is later. The State agrees to treat as confidential any proprietary information obtained as part of any such audit.)

FORCE MAJEURE

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

AMERICAN DISABILITIES ACT

By signing this contract, the contractor assures the State that it complies with the American Disabilities Act (ADA) of 1990 (42 USC § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

NATIONAL LABOR RELATIONS CERTIFICATION

By signing the contract, the Contractor swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the contractor within the immediately preceding two (2) year period because of the Contractor's failure to comply with an order of a Federal court, which orders the Contractor to comply with an order of the National Labor Relations Board.

AGREEMENT EXECUTION

Unless otherwise prohibited by state law, regulation, or Department or Contractor policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by all parties.

EXHIBIT F

FEDERAL TERMS AND CONDITIONS

The Recipient and recipients of any subawards under this award, agree to comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing this program, including but not limited to 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. For-profit organizations will be subject to 48 CFR Subpart 31. Recipients are responsible for identifying the federal regulations appropriate to their organization, consistently applying cost principles and ensuring contractors or consultants comply with applicable federal regulations.

1. **Civil Rights**

The Recipient must comply with civil rights and nondiscrimination standards pursuant to the following:

A. Civil Rights Act, 42 USC 2000, as implemented at 28 CFR Part 42;
B. Age Discrimination Act, 42 USC 6101, as implemented at 45 CFR Part 90;
C. Age Discrimination in Employment Act, 29 USC 621, as implemented at 29 CFR Part 1625;
D. Title IX of the Education Amendments of 1972, 20 USC 1681, as implemented at 45 CFR Part 86;
E. Section 504 of the Rehabilitation Act, 29 USC 791, as implemented at 28 CFR Part 41;
F. Executive Order (EO) 11246; and
G. Americans with Disabilities Act, (PL 101-366).

2. **Labor Standards**

The Recipient must comply with labor standards pursuant to the following:

A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500-899;
B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
C. Contract Work Hours and Safety Standards Act, 40 USC 3701, as implemented at 29 CFR Part 5.

3. **Environmental Standards**

The Recipient must comply with environmental standards pursuant to the following:

A. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and EO 11514 as implemented at 7 CFR Part 1b;
B. Notification of violating facilities pursuant to EO 11738;
C. Protection of wetlands pursuant to EO 11990;
D. Evaluation of flood hazards in floodplains in accordance with EO 11988;
E. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§1451 *et seq.*);
F. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 USC §§7401 *et seq.*);

G. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and,
H. Protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).

4. **Drug-Free Environment**

The Recipient must comply with drug-free environment standards pursuant to §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 2 CFR 421.

5. **Restrictions on Lobbying and Political Activities**

The Recipient must comply with lobbying restriction standards pursuant to the Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 2 CFR 418.

6. **Officials Not to Benefit**

The Recipient must ensure that no member of Congress be admitted to any share or part of this Agreement or to any benefit arising from it, in accordance with 41 USC 22.

7. **Trafficking in Persons**

The Recipient must comply with the provisions in 2 CFR Part 175, prohibiting trafficking in persons.

8. **Intergovernmental Review**

The Recipient must comply with intergovernmental review standards pursuant to the following:

A. Executive Order 12372, as implemented at 2 CFR 415; and
B. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

9. **Confidentiality**

The Recipient must comply with confidentiality standards pursuant to the following:

A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 1; and
B. Privacy Act, 5 USC 552 (a).

10. **Conservation in Procurement**

The Recipient must comply with procurement standards pursuant to the Resource Conservation and Recovery Act, 42 USC 6962 and EO 12873, as implemented at 40 CFR Part 247.

11. **Debarment, Suspension, Criminal or Civil Convictions**

The Recipient and its principals must comply with debarment and suspension standards pursuant to the EO 12549, as implemented at 2 CFR 180 and 2 CFR 417.

The Recipient must provide immediate written notice to CDFA if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances and must require recipients of lower-tier covered transactions under this Agreement to similarly certify pursuant to EO 12549, as implemented by 2 CFR 180 and 2 CFR 417.

See www.sam.gov to determine debarment and suspension status.

12. Crimes and Prohibited Activities

The Recipient must comply with crimes and prohibited activities standards pursuant to the following:

A. Anti-Kickback (Copeland) Act, as implemented at 29 CFR Part 3.1;
B. False Claims Act, 31 USC 3729; and
C. Program Fraud Civil Remedies Act, 31 USC 3801-3812.

13. Biosafety in Laboratories

The Recipient must comply with laboratory biosafety standards pursuant to the following the *Biosafety in Microbiological and Biomedical Laboratories*, published jointly by the Centers for Disease Control and the National Institutes of Health.

14. Conflicts of Interest

The Recipient must comply with the conflict of interest standards pursuant to 2 CFR 400.2.

15. Inventions, Patents, Copyrights and Project Results

A. The Recipient must comply with invention and patent standards pursuant to the following:

1. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401 (Bayh-Dole Act and the Technology Transfer Commercialization Act of 2000) to ensure that inventions made are used in a manner to promote free competition and enterprise without unduly encumbering future research and discovery.
2. The Plant Variety Protection Act, 7 USC 2321 *et seq*.

B. The Recipient may retain title to any invention conceived of or first actually reduced to practice using Federal funds provided Recipient does the following:

1. Reports all subject inventions to CDFA;
2. Makes efforts to commercialize the subject invention through patent or licensing;
3. Formally acknowledges the Federal government's support in all patents that arise from the subject invention; and
4. Formally grants the Federal government and CDFA a limited use license to the subject invention.

C. The Recipient may copyright any publications, data, or other copyrightable works developed using Federal funds provided it provides the Federal government and CDFA a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so in cooperation with other public agencies.

C. The Recipient agrees that the results of this project may be published by the Federal government, CDFA or appropriate contractors or cooperators as mutually agreed.

16. **Care and Use of Laboratory Animals**

The Recipient must comply with the care and use of laboratory animal standards pursuant to the following:

A. Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR, Sub Chapter A, Parts 1-4; and
B. Marine Mammal Protection Act, 16 USC 1361-1407.

17. **Fly America Act**

The Recipient must comply with the Fly America Act (49 USC 40118) as implemented at 41 CFR 301-10.131 to 301-10.143.

18. **Motor Vehicle Safety**

The Recipient must comply with seat belt use standards pursuant to the following:

A. Highway Safety Act of 1966 as amended (23 USC 402-403);
B. Occupational Safety and Health Act of 1970 as amended (29 USC 668);
C. Federal Property and Administrative Services Act of 1949 as amended (40 USC §101 *et seq*.)
D. Increasing Seat Belt Use in the United States (EO 13043).
E. Federal Leadership on Reducing Text Messaging While Driving (EO 13513).

19. **Records Retention and Accessibility**

The Recipient and its contractors must comply with the procedures and requirements regarding record retention and accessibility as contained in 2 CFR 200.333 – 200.337.

20. **All Other Federal Laws**

The Recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.