



Department of
Cannabis Control
CALIFORNIA

Date: August 24, 2026

RFP NO.: 25-001

Title: Cannabis Consumer Awareness Survey

Type of Contract: Consulting

The following changes have been made to the RFP:

California Department of Cannabis Control

ADDENDUM 4 RFP No.: 25-001

Date: May 27, 2026

REQUEST FOR PROPOSAL (RFP)

Secondary Method Primary Method

RFP No.: 25-001

Title: Cannabis Consumer Awareness Survey

Type of Contract: Consulting

NOTICE TO PROSPECTIVE PROPOSERS:

You are invited to review and respond to this Request for Proposal (RFP). 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 that may be viewed at:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

If you do not have Internet access, a hard copy can be provided by contacting the Acquisitions Office.

In the opinion of the California Department of Cannabis Control (DCC), this RFP is complete and without need of explanation. However, if you have questions or need any clarifying information, please contact the Acquisitions Office.

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

Questions regarding this RFP must be submitted via email to the Acquisitions Office at acquisitions@cannabis.ca.gov. Question submissions are due no later than **June 10, 2026, at 4:00 PM PT**. Questions submitted will be answered via an addendum to the solicitation.

Sincerely,

Acquisitions Office
Operations Branch
Administrative Services Division
acquisitions@cannabis.ca.gov

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Key Action Dates

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

RFP available to prospective bidders..... May 27, 2026
Written questions must be received by 4:00 PM PT..... June 10, 2026
Questions and Answers will be posted by 5:00 PM PT ~~August 5~~ **August 24**, 2026
Emailed proposals must be complete and received
no later than 2:00 PM PT ~~August 19~~
September 8, 2026
Estimated date of team evaluationsWeek of ~~August 26~~ **September 15**, 2026
Anticipated start dateWeek of ~~September 30~~ **December 15**, 2026

Partial submission of proposal is unacceptable.

Submission of Proposal

1. Proposals must be submitted via email to acquisitions@cannabis.ca.gov. The subject line of the email must read as follows: **Proposal Number, Your Organization's Name**. All Proposal 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.
2. Proposals will not be accepted from Expatriate Corporations, and proposals from primes subcontracting with Expatriate Corporations will not be accepted.
3. If the proposal is made under a fictitious name or business title, the actual legal name of the proposer must be provided.
4. All proposals shall include the documents identified on the checklist entitled "Required Documents" on page 32. Proposals not including the required documents shall be deemed non-responsive.
5. All proposals 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 proposal to be rejected.
6. Questions regarding this RFP must be submitted to the Acquisitions Office at acquisitions@cannabis.ca.gov

Purpose and Description of Services

Service Overview

The California Department of Cannabis Control (DCC) invites proposals from qualified proposers who are interested in providing consumer market research services to DCC.

The purpose of this solicitation is to select a single research contractor to conduct the multimodal research project referred to as the “Consumer Survey”. The Consumer Survey will measure adult use cannabis consumers’ knowledge of how to identify and access legal cannabis retail channels. The Consumer Survey will benefit DCC by providing a baseline to measure the effectiveness of DCC educational programs over time. The contractor shall review questions from the 2023 statewide survey conducted by a DCC sub-contractor, determine which questions (if any) should be readministered, and revise those questions as necessary for the Consumer Survey. Additional survey questions shall be developed to establish a baseline that identifies the demographic characteristics of California adult-use cannabis consumers and produces consumer audience categories that DCC can track over time. The Consumer Survey must be conducted for the ~~2026~~ **2027** and ~~2027~~ **2028** calendar years. The resulting information will help DCC understand the California adult-use cannabis consumer market, evaluate and improve its consumer education campaign strategies, and position itself as a primary source of cannabis information for consumers.

Background

The Department of Cannabis Control (DCC) was formally established in July 2021 following the signing of Assembly Bill 141 into law by Governor Gavin Newsom. This law consolidated three existing state cannabis programs into a single department for the purpose of regulating commercial cannabis activity. DCC licenses and regulates commercial cannabis activity within California and works closely with all interested parties, including businesses and local jurisdictions to create a sustainable legal cannabis industry and a safe and equitable marketplace. DCC develops and implements progressive cannabis policies with robust protections for public health, safety, and the environment.

The Public Affairs Division at DCC is responsible for developing communication, public engagement, and media relations strategy. To establish public trust in DCC’s work and the commercial cannabis industry, the Public Affairs team works closely with all DCC divisions to provide up to date and accurate information to California licensees, applicants, and consumers. The Public Affairs team is responsible for managing all statewide communications campaigns, including the Real California Cannabis (RCC) consumer education campaign. The results from the Consumer Surveys described herein will inform DCC’s policy and program development and RCC’s strategic planning and associated tactics.

Past Consumer Study

DCC’s campaign sub-contractor conducted a light consumer study in 2023 as a part of RCC’s formative research stage. The research study collected results from a population of roughly 1,475 participants throughout the state. DCC worked with its vendor to identify consumer segments and behaviors to develop an audience profile for RCC’s targeted marketing. The research revealed a concerning statistic: 62% of adults living in jurisdictions that prohibit cannabis sales believed it was legal to purchase cannabis in their community. An additional

23% of adults living in the same jurisdictions were unsure of the legality of purchasing cannabis in their jurisdiction.

The study also produced encouraging data, uncovering that 86% of polled consumers reported it is important to purchase cannabis legally. Furthermore, 88% stated that they would personally purchase cannabis from a licensed dispensary. This formative research led to the development of RCC's branding and messaging strategy, which was applied in three advertising flights through multiple platforms and advertising channels.

Given the changes in local cannabis regulations and consumer market conditions since 2023, DCC now seeks to conduct a comprehensive Consumer Survey to establish a new, reliable baseline of consumer knowledge and behaviors. The resulting data will improve DCC's understanding of how adult use cannabis consumers identify and access legal cannabis retail channels and the effectiveness of its educational campaigns.

Service Location

Services may be performed remotely from the Contractor's central office location or other locations of the Contractor's choosing.

The surveys shall be conducted remotely Statewide through the method(s) deemed most effective by the proposer.

Service Hours

DCC's normal business hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. (PT), excluding California state holidays. Any DCC staff work required in connection with the resulting Agreement shall be completed within normal business hours.

Progress Reports or Meetings

- A. Contractor shall submit monthly progress reports to be discussed during monthly meetings with DCC Contract Manager. Progress reports shall be submitted to the DCC Contract Manager no later than 2 business days prior to scheduled monthly meetings. Progress reports shall confirm that the Contractor is performing in accordance with the scope of work and project schedule, communicate interim findings, and identify any difficulties or special problems encountered so that corrective actions can be developed quickly and implemented.
- B. At the conclusion of this agreement, Contractor shall hold a final meeting at which Contractor shall present any findings, conclusions, and recommendations. Contractor shall submit a comprehensive Final Report by the end of the term of the Agreement.

Contractor Services to be Performed

A Consumer Survey must be conducted each ~~2026~~ **2027** and ~~2027~~ **2028** calendar year. The objective of this survey is to develop clear audience profiles and consumer segments that DCC can track over time. These segments will help measure the effectiveness of DCC's public education and consumer awareness efforts, including the Real California Cannabis campaign (see

Attachment III and Attachment IV). The resulting insights will enable DCC to refine outreach strategies, adjust messaging to specific consumer groups, and track changes in consumer knowledge and purchasing behavior over time. To accomplish this, the contractor shall initiate the ~~2026~~ 2027 Consumer Survey by determining which questions, if any, should be readministered and revise questions from the initial survey as necessary (see Attachment I). Contractor shall incorporate new questions that fully explore the Consumer Audience Study Topics (Appendix A) to develop consumer audience categories. Survey questions from the 2023 consumer study, combined with revised and newly developed questions for the ~~2026~~ 2027 Consumer Survey, will establish a ~~2026~~ 2027 baseline from which changes can be measured beginning with the ~~2027~~ 2028 Consumer Survey.

To expand its understanding of consumer behavior, DCC requires the development of consumer audience categories. More than half of California jurisdictions prohibit adult-use retail cannabis through both brick and mortar storefronts and delivery services, despite indications that over 30% of the state's total population consumes cannabis. Illicit sales persist statewide, regardless of a jurisdiction's prohibited retail sales status. Additionally, there is widespread consumer confusion surrounding hemp-derived intoxicating products. This confusion stems from unclear regulatory oversight, retailer search results that do not distinguish between licensed and unlicensed retailers, inconsistent retail availability outside licensed cannabis channels, and limited understanding of how these products differ from state-regulated cannabis in terms of testing, safety standards, and legal status. As a result, consumers are buying cannabis in environments where information about legal status and product safety is often unclear. DCC pursues an understanding of adult cannabis consumer purchase drivers and the effectiveness of educational cannabis advertising in jurisdictions that permit retail cannabis and those that prohibit it (see Appendix B).

Scope of Work

- A) Provide a comprehensive timeline for the development and implementation of both ~~2026~~ 2027 and ~~2027~~ 2028 Consumer Surveys and final presentation of findings. **Due to DCC Contract Manager 30 calendar days** after contract initiation date.
- B) Develop the ~~2026~~ 2027 and ~~2027~~ 2028 Consumer Survey questions that ensure the Consumer Audience Study Topics (Appendix A) will be fully explored through the Survey Design. Questions shall be subject to review and acceptance by DCC in accordance with Review Protocol II as described in the Review Protocols section. **Due to DCC Contract Manager 90 calendar days** after contract initiation date.
 - 1) Identify which survey questions from the initial 2023 Survey (see Attachment I) are recommended for reuse in the ~~2026~~ 2027 and ~~2027~~ 2028 Consumer Surveys.
 - 2) Revise 2023 Survey questions as necessary to ensure they effectively meet the objectives of the ~~2026~~ 2027 and ~~2027~~ 2028 Consumer Surveys.
 - 3) Review the California retail cannabis access landscape and identify regional populations to administer the surveys to ensure the sample is representative of consumers in both permissible and non-permissible adult-use retail jurisdiction types. The survey design must, at a minimum, include consumer responses from five (5) jurisdictions that permit retail cannabis sales, and five (5) jurisdictions that prohibit retail cannabis sales. Selected jurisdictions should reflect a mix of urban, suburban, and rural populations, as appropriate to the proposed methodology, and may include multiple jurisdictions within each category.

- C) Develop and create the Consumer Survey research design. Research design shall be subject to review and acceptance by DCC in accordance with Review Protocol II as described in the Review Protocols section. **Due to DCC Contract Manager 120 calendar days** after contract initiation date.
- 1) Contractor shall manage the Consumer Survey research design and methodology strictly following stated specifications to ensure it accurately captures a representative sample of California adult-use consumers (21 and older), demographically, behaviorally, and attitudinally.
 - 2) The Consumer Survey must effectively measure adult-use consumer retail cannabis legality awareness where they live and DCC advertising awareness, and attitudes towards educational cannabis messaging.
 - 3) Contractor will ensure California's population demographics is being fully represented in the survey design.
 - 4) Surveys must be administered in both English and Spanish through all methods of survey distribution.
 - 5) Contractor will ensure fair and equitable survey practices are observed in the development and distribution of the survey.
- D) Distribute the ~~2026~~ 2027 Consumer Survey remotely in calendar year ~~2026~~ 2027 no later than **150 calendar days** after contract initiation date. The ~~2026~~ 2027 and Consumer Survey shall complete data collection within **60 calendar days** after its start date.
- 1) Contractor shall conduct all administrative duties for the survey distribution.
 - 2) Contractor shall organize resulting data into meaningful groups and categories that are logical, clearly defined, and structured to support DCC's analysis, interpretation, and practical use of the information for decision-making and reporting purposes. Contractor shall provide quality assurance and control of the survey distribution.
 - 3) Contractor shall deliver survey results in a format specified and approved by DCC prior to submission.
- E) Contractor shall produce a Consumer Audience Segments Report based on results from the Consumer Survey. The Contractor shall analyze survey results to develop meaningful consumer audience segments based on shared behaviors, attitudes, knowledge levels, and purchasing patterns. These segments should provide actionable insight into how different groups of consumers approach cannabis purchasing, interpret legality and regulatory information, and respond to various information sources. The Consumer Audience Segments Report shall be subject to review and acceptance by DCC in accordance with Review Protocol I as described in the Review Protocols section. **Due to DCC Contract Manager 60 calendar days** after the ~~2026~~ 2027 Consumer Survey data collection end date.
- F) Contractor shall develop individual consumer segment analysis that identifies defining characteristics of each segment, including demographic attributes, purchasing behaviors, information sources, and levels of awareness regarding legal cannabis retail. Results shall be organized in a format that allows DCC to clearly understand and track consumer segments over time and apply these insights to future public education and outreach strategies. The consumer audience segment analysis shall be subject to review and acceptance by DCC in accordance with Review Protocol I as described in the Review

Protocols section. **Due to DCC Contract Manager 60 calendar days** after the ~~2026~~ 2027 Consumer Survey data collection end date.

- G) Contractor shall establish baseline survey results that can be tracked and used for comparison and trend analysis in future years, beginning with the ~~2027~~ 2028 Consumer Survey.
- H) Contractor shall develop a Year-end Report that includes all measurements, Consumer Audience Study Topic analyses, and analytical comparisons to meet the Consumer Audience objectives. Contractor is responsible for analyzing collected data and providing detailed findings, written summaries, and industry insights as requested by DCC. The Year-end Report shall be subject to review and acceptance by DCC in accordance with Review Protocol I as described in the Review Protocols section. **Due to DCC Contract Manager 90 calendar days** after the ~~2026~~ 2027 Consumer Survey data collection end date.
 - 1) Reports can be provided in Microsoft PowerPoint, Word, or PDF format.
- I) In addition to the written report, Contractor shall meet with DCC via video conference call after report delivery to present findings and answer questions, if requested. Contractor shall be available for a minimum of one hour per presentation.
- J) Contractor shall modify the ~~2027~~ 2028 Consumer Survey, if requested by DCC, to address identified survey gaps. ~~2027~~ 2028 Consumer Survey modifications shall be subject to review and acceptance by DCC in accordance with Review Protocol II as described in the Review Protocols section. **Due to DCC Contract Manager 60 calendar days** prior to the distribution of the ~~2027~~ 2028 Consumer Survey.
 - 1) Contractor shall review prior year survey results and design to ensure continued relevance, clarity, and effectiveness of data collection.
- K) Distribute the ~~2027~~ 2028 Consumer Survey remotely in calendar year ~~2027~~ 2028. ~~2027~~ 2028 Consumer Survey shall complete data collection within **60 calendar days** after its start date.
 - 1) Contractor shall administer the calendar year ~~2027~~ 2028 Consumer Survey **no less than 8 months** after administering the ~~2026~~ 2027 Consumer Survey.
 - 2) Contractor shall conduct all administrative duties for the survey distribution.
 - 3) Contractor shall organize resulting data into meaningful groups and categories that are logical, clearly defined, and structured to support the DCC's analysis, interpretation, and practical use of the information for decision-making and reporting purposes. Contractor shall provide quality assurance and control of the survey distribution.
 - 4) Contractor shall deliver survey results in a format specified and approved by DCC prior to submission.
- L) Contractor shall develop a Final Report that includes all measurements, Consumer Audience Study Topic analyses, analytical comparisons to meet the Consumer Audience objectives, and comparisons between the ~~2026~~ 2027 Consumer Survey and ~~2027~~ 2028 Consumer Survey results. Contractor is responsible for analyzing collected data and providing detailed findings, written summaries, and industry insights as requested by DCC. The Final Report shall be subject to review and acceptance by DCC in accordance with Review Protocol II as described in the Review Protocols section. **Due to DCC Contract Manager 120 calendar days** after the ~~2027~~ 2028 Consumer Survey data collection end date.
 - 1) Reports can be provided in Microsoft PowerPoint, Word, or PDF format.

M) Contractor shall meet with DCC via video conference call after report delivery to present findings and answer questions, if requested. Contractor shall be available for a minimum of one hour per presentation.

Term of Contract

The term of this contract is ~~September 30~~ **December 15**, 2026, or upon final/DGS approval, whichever is later, through ~~June 30~~ **December 31**, 2028.

Option to Renew

DCC reserves the right to amend the resulting agreement for not more than one (1) year and add not more than thirty (30%) of the original value. Consistent with the terms and conditions of the original solicitation, and upon mutual consent, DCC and the Contractor may execute written amendments to this Agreement.

The resulting contract will be of no force or effect until it is signed by both parties and approved by DGS, if required. The Contractor is hereby advised not to commence performance until all approvals have been obtained. If performance commences before all approvals are obtained, said services may be considered to have been volunteered if all approvals are not obtained.

Minimum Qualifications

Examples provided under Sections (a) through (f) may reference the same project(s), where applicable, provided the Proposer clearly identifies the project(s) cited and expressly explains how the referenced work satisfies the distinct minimum qualification criteria set forth in each respective section. Reuse of project examples shall not, by itself, be deemed nonresponsive, so long as the response includes sufficient detail to demonstrate compliance with each separate requirement.

The proposer must demonstrate the experience, capacity, and technical expertise necessary to design, administer, analyze, and report on a statewide annual survey of cannabis consumers. At a minimum, the proposer shall meet the following qualifications:

- a. Relevant Research Experience
 - i. At least five (5) years of demonstrated experience conducting quantitative and qualitative research, including large-scale public opinion surveys, behavioral studies, and consumer insights research. Provide 2 dated relevant examples.
 - ii. Proven experience designing and administering surveys for regulated industries, public agencies, or health and safety-related campaigns. Provide 2 dated relevant examples.
- b. Cannabis or Similar Regulated-Market Expertise
 - i. Demonstrated familiarity with cannabis policy, consumer behavior, or similar regulated markets (e.g., alcohol, tobacco, pharmaceuticals). Provide 2 dated relevant examples.
 - ii. Prior work that shows understanding of issues related to legal vs. illicit market behavior, consumer purchasing habits, and public awareness campaigns. Provide 2 dated relevant examples.

- c. Methodological and Technical Capacity
 - i. Demonstrated capacity to conduct:
 - 1. Online, phone, or mixed-mode survey methods. Provide 2 relevant, dated project examples demonstrating experience conducting this type of research.
 - 2. Longitudinal or annual tracking studies. Provide 2 relevant, dated project examples demonstrating experience conducting this type of research.
 - 3. Data weighting, segmentation, and trend analysis. Provide 2 relevant, dated project examples demonstrating experience conducting this type of research.
 - ii. Use of industry-standard tools for survey programming, data collection, and analytics. List the tools and software used in the 3 most recent surveys conducted by the respondent.
- d. Data Privacy & Compliance
 - i. Experience managing research that involves sensitive or stigmatized behaviors, with established protocols for confidentiality, informed consent, and secure data handling. Provide 2 examples of confidentiality protocol documents used for past surveys.
 - ii. Compliance with state and federal privacy laws (e.g., CPRA/CCPA) and any standards required by the DCC. Provide 2 examples of compliance protocol documents used for past surveys.
- e. Reporting & Deliverables
 - i. Demonstrated ability to produce clear, actionable reports including:
 - 1. Executive summaries. List 2 past surveys requiring this report.
 - 2. Year-over-year trend insights. List 2 past surveys requiring this report.
 - 3. Recommendations for campaign improvements. List 2 past surveys requiring this report.
 - 4. Data visualizations and cross-tabulated results. List 2 past surveys requiring this report.
 - ii. Experience presenting findings to executive-level audiences, government entities, or communications teams. Provide 2 dated relevant examples.
- f. Project Management Capacity
 - i. Ability to manage multi-phase projects with fixed deadlines, including development of survey instruments, testing, data collection, analysis, and final reporting. Provide 2 dated relevant examples.
 - ii. Evidence of past performance delivering similar work on time and within budget. Provide 2 dated relevant examples.

Contractor Responsibilities

- A) Maintain open communications with DCC through monthly meetings with the DCC Contract Manager.
- B) Hold ad-hoc meetings requested by either the DCC Contract Manager or Contractor.
- C) Contractor shall acknowledge and respond to all communications from the DCC Contract Manager, including emails and telephone calls, within one (1) business day.

- D) Contractor shall provide full-service project management and planning for the Consumer Survey during the duration of the Agreement.
- E) Supply all necessary software required to complete and analyze results. DCC does not require specific software, nor will it provide access to software needed for the completion of this contract.
- F) Contractor shall meet with DCC via video conference call at which Contractor shall present findings, conclusions, and recommendations.

Deliverables

- A) Submit Monthly Reports to DCC Contract Manager
- B) Review 2023 consumer study questions
 - 1) List of 2023 consumer study questions for re-administration (if any)
 - 2) List of 2023 revised consumer study questions (if any)
- C) Development and list of additional Consumer Survey questions
 - 1) Review California retail cannabis access landscape
 - 2) Propose at least five (5) jurisdictions that permit retail cannabis sales for consumer response collection
 - 3) Propose at least five (5) jurisdictions that prohibit retail cannabis sales for consumer response collection
- D) ~~2026~~2027 Consumer Survey Design
 - 1) Survey distribution methodology
 - 2) Survey data collection and analytical methodology
- E) Project Timeline
- F) ~~2026~~2027 Consumer Survey implementation,
 - 1) Monthly Fieldwork Updates
 - 2) Survey Results
 - a. Organization of data
 - b. Categorization of data
 - c. Analysis of data
 - d. Categorize consumer segments
 - e. Establish baseline metrics
 - 3) Year-end Report
 - 4) Video Conference with DCC
- G) ~~2027~~2028 Consumer Survey Implementation
 - 1) Monthly Fieldwork Updates
 - 2) Survey Results
 - a. Organization of data
 - b. Categorization of data
 - c. Analysis of data
- H) Final Report
- I) Video Conference Presentation to DCC

Review Protocols

To facilitate timely review, feedback, and revision of project deliverables, the Contractor shall adhere to the review protocols described below. These protocols establish minimum submission and review timeframes to allow the DCC sufficient opportunity to evaluate materials and request revisions prior to implementation or final submission. The DCC reserves the right to modify review timelines as necessary with mutual agreement of the Contractor to accommodate project needs or scheduling constraints.

Review Protocol I – Standard Deliverables

Review Protocol I applies to routine or smaller deliverables, including but not limited to survey question revisions, survey reports, the Year-end report, and similar materials.

1. Contractor shall submit the deliverable to the DCC at least **thirty (30) calendar days** prior to the intended implementation or due date.
2. The DCC shall have **fourteen (14) calendar days** to review the submitted materials and provide comments or requested revisions.
3. Contractor shall have **seven (7) calendar days** to incorporate DCC feedback and resubmit the revised deliverable.
4. The remaining ~~nineteen (19)~~ **(9) calendar days** shall serve as a buffer period to address any additional DCC comments, finalize revisions, and prepare the deliverable for implementation or submission.

Review Protocol II – Major Deliverables

Review Protocol II applies to major deliverables requiring comprehensive DCC review, including but not limited to complete calendar year ~~2026~~**2027** Consumer Survey design, revision of the calendar year ~~2027~~**2028** Consumer Survey design, if needed, or other foundational project components.

1. Contractor shall submit the deliverable to the DCC at least **sixty (60) calendar days** prior to the intended implementation or due date.
2. The DCC shall have **thirty (30) calendar days** to review the submitted materials and provide comments or requested revisions.
3. The following **twenty-one (21) calendar days** shall serve as a buffer period for additional DCC review, clarification, and feedback as necessary.
4. The final **nine (9) calendar days** shall be reserved for the Contractor to implement all final revisions and prepare the deliverable for implementation or submission.

Proposal Submittal Requirements

1. Proposals 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.
2. A proposal may be disqualified if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. At its discretion, the DCC may waive

any immaterial deviations in a solicitation. The DCC's waiver of immaterial defect shall in no way modify the RFP document or excuse the proposal from full compliance with all requirements if awarded the agreement.

3. Costs incurred for developing proposals in anticipation of award of the Agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.
4. A proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal **prior to the submission deadline**. Proposer modifications offered in any other manner, oral or written, will not be considered.
5. A proposer may withdraw its proposal by submitting a written withdrawal request to the DCC, signed by the proposer or an authorized agent of their firm. A proposer may thereafter submit a new proposal **prior to the submission deadline**. Proposals may not be withdrawn without cause subsequent to the submission deadline.
6. The DCC may modify this RFP prior to the date fixed for submission of proposals by posting an addendum to the original bid package on [Cal eProcure](#).
7. The DCC reserves the right to reject all proposals. The CDFA is not required to award an Agreement.
8. Before submitting a response to this solicitation, proposers should review, correct all errors and confirm compliance with the RFP requirements.
9. Where applicable, proposer should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
10. The DCC 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.

Proposal Requirements

All proposals must be submitted in accordance with the outline indicated below. Submitting the proposal in this format assures you that the Evaluation Committee will not overlook important information contained in the proposal.

NOTE: Failure to provide the following information or an explanation as to why the information was not submitted could deem your proposal "technically non-compliant" and therefore, not considered for award.

1. Nature of firm's services and activities. Provide a description of the nature of the firm's services and activities. Note when the business was established, brief history and location.
2. Description. Overall description of techniques, approaches and methods to be used in performing the services.
3. Work Plan or Schedule. Each major task must indicate all necessary subtasks and identify specific total hours, commencement dates and completion dates by which progress can be measured and payments made.
4. Identification of Project Manager. Identify the Project Manager who will manage the contract work. Document a required minimum of five (5) years education and experience that this person has in the same area of expertise required by this RFP.

5. Resumes. Provide resumes for each individual, including the lead personnel and supporting personnel to be employed for this project. Include education, experience and expertise with pertinent information demonstrating qualifications for this RFP. *Do not exceed two (2) pages per person.*
6. Organization Chart. Submit an organization chart showing the hierarchy of key personnel to be working on this project. Chart must show the relationship between project manager and key personnel of the firm and all other parties (subcontractor[s]) to this proposal.
7. References. Prime contractor shall provide in its proposal a minimum of three (3) reference letters from firms for which services were performed by the prime contractor. Each letter must include name of firm, contact person, address, phone number, must be on the firm's letterhead, and must include a description and assessment of services performed by the prime contractor. Services performed by the prime contractor shall be similar to the services requested in this RFP. Contractor should not provide reference letters from Department staff if those employees are anticipated to be on the Evaluation Team. DCC employees listed as references shall be recused from the evaluation process.
8. Subcontractors. When subcontractors are used, include the following:
 - A. identification of those persons or firms.
 - B. resumes of each major subcontract participant.
 - C. the portions and monetary percentages of the work to be done by the subcontractors.
 - D. how they were selected and why.
 - E. description of how subcontracted work will be controlled, monitored and evaluated.
9. Cost Proposal. Shall include a detailed breakdown showing how the costs were determined. A Cost Proposal must be submitted for each contract year and any Options to Renew. A proposal missing Costs Proposals for the term of the contract and any options will be deemed non-responsive. An Excel spreadsheet with the required format is provided as a separate attachment to this RFP.
10. Samples by Prime Proposer. Include samples of similar types of contracts on work performed that were successfully conclusive and list the contractor's name, contact information, address, phone number, person to contact, term dates, and services performed. A minimum of three (3) samples of prior projects of a similar nature are required to be submitted.
11. The proposal must include all items as outlined above and the documents listed on the Required Documents page.

Bid Requirements

- A. Proposals 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.
- B. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals and may waive any immaterial deviation in a solicitation. The State's waiver of immaterial defect shall in no way modify the RFP document or excuse the proposal from full compliance with all requirements if awarded the agreement.

- C. Costs incurred for developing proposals in anticipation of award of the Agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.
- D. A proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the submission deadline. Proposer modifications offered in any other manner, oral or written, will not be considered.
- E. A proposer may withdraw its proposal by submitting a written withdrawal request to the State, signed by the proposer or an authorized agent of their firm. A proposer may thereafter submit a new proposal prior to the submission deadline. Proposals may not be withdrawn without cause subsequent to the submission deadline.
- F. The awarding agency may modify this RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received an original RFP package.
- G. The awarding agency reserves the right to reject all proposals. The agency is not required to award an Agreement.
- H. Before submitting a response to this solicitation, proposers should review, correct all errors and confirm compliance with the RFP requirements.
- I. Where applicable, proposer should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- J. The State 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.

Bidder Requirements

The Contractor shall perform a commercially useful function relevant to this solicitation and provide services or goods that contribute to the fulfillment of the contract requirements.

To be considered responsive, the contractor/subcontractor:

- A. Is responsible for the execution of a distinct element of the work of the contract.
- B. Carries out the obligation by actually performing, managing or supervising the work involved.
- C. Performs work that is normal for its business services and functions.
- D. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.
- E. Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.

A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of any extra participation in a transaction, contract, or project through which funds are passed through solely to be qualified to submit a proposal or awarded the contract.

DCC Responsibilities

- A) Provide the previous 2023 survey questions (see Attachment I).
- B) Provide the overall objectives for the Consumer Audience portion of this contract (see Appendix A).
- C) Review the final survey design and make reasonable adjustments no later than 14 days prior to survey implementation.
- D) Request adjustments for the ~~2027~~ **2028** Consumer Survey if needed, based on the results and insight gained from the ~~2026~~ **2027** Consumer Survey.
- E) DCC Contract Manager will review and recommend adjustments before acceptance of the Year-end and Final Report.
- F) Provide substantiated feedback on deliverables submitted under the Review Protocols section.

Appendix A: Consumer Audience

DCC has identified the Consumer Audience Study Topics listed in this section as the minimum required areas of exploration for the survey. These topics are mandatory and must be addressed in the proposer's survey design and methodology.

The purpose of this research is to establish a behavioral baseline of California adult-use cannabis consumers in order to inform data-driven education strategies that promote informed purchasing decisions, improve clarity regarding regulated products and retailers, and support public health and safety objectives. Adult-Use Consumer Definition (for purposes of the Real California Cannabis campaign and DCC outreach) includes individuals 21 years of age or older who purchase cannabis from licensed retailers, individuals who purchase from unlicensed sources, and individuals who purchase from both licensed and unlicensed sources.

Proposers may recommend additional Consumer Audience Study Topics if supported by research expertise, industry knowledge, or methodological best practices. Any proposed additions must strengthen DCC's ability to measure consumer knowledge, attitudes, behaviors, or market dynamics. However, proposers may not remove, disregard, or materially narrow the scope of the required Consumer Audience Study Topics identified by DCC.

Consumer Audience Study Topics

1. Retail Discovery, Access, and Legality Awareness

DCC seeks to understand how consumers locate and select cannabis retailers and how they ultimately complete their purchases. Retail Discovery, Access, and Legality Awareness should provide insight into where consumer confusion may occur and where educational tools can be most effective in teaching consumers how to shop legally. Establishing this baseline supports DCC's goals of helping consumers make informed purchasing decisions, and strengthens awareness of regulated, tested cannabis products without discouraging lawful adult use.

The Contractor shall establish a baseline understanding of:

1. Whether consumers understand that cannabis may be sold legally in California.
2. Their knowledge of whether cannabis retail sales is legally permitted where they live.
3. How important consumers think it is to shop from a licensed cannabis retailer.
4. How consumers search for cannabis retailers and delivery services (e.g., search engines, maps, apps, social media, referrals).
5. The factors that influence retailer or delivery selection when multiple options are presented (e.g., proximity, price, reviews, promotions, product availability, perceived legitimacy).
6. Consumer awareness of licensed versus unlicensed retail and delivery operations within their jurisdiction.

2. Product Legality & Category Understanding

DCC seeks to understand consumers' awareness of the legal status of their purchases and their ability to distinguish licensed retailers from unlicensed sellers. Clear understanding of product categories supports informed consumer choice and helps reduce unintentional purchases of unregulated products. This includes identifying the drivers behind legal and illegal purchasing behavior, the types of products consumers purchase, and whether consumers understand the differences between regulated cannabis products and intoxicating hemp-derived products. The study should also assess whether consumers know how to identify licensed retailers and legally compliant products.

The Contractor shall assess:

1. Consumer understanding of the distinction between licensed cannabis products and intoxicating hemp-derived products
2. Awareness of where each product type may be lawfully sold.
3. Sources of information influencing consumer understanding (e.g., retailers, social media, advertising, packaging, peers, government resources).
4. Areas of uncertainty or misinformation regarding product regulation and oversight.
5. How consumers identify legal retailers.
6. Assumptions consumers make regarding the legality of businesses appearing in search results or operating storefronts.

3. Influence Drivers & Purchase Intent

DCC seeks to understand where consumers receive cannabis-related information and which sources they trust. This includes evaluating the relative influence of peers, cannabis businesses, media sources, and government messaging. Identifying key

behavioral drivers allows DCC to design education strategies that resonate with consumer motivations rather than relying solely on compliance-based messaging. Understanding intent and influence patterns helps align public education with real-world decision-making behaviors.

The Contractor shall evaluate:

1. Primary influences affecting where consumers choose to purchase cannabis (e.g., peers, budtenders, online reviews, influencers, convenience, habit).
2. Receptiveness to government-provided education, including messaging from DCC, and identifying which consumer segments are most likely to respond to public education efforts.
3. Consumer intentions regarding purchasing from licensed retailers.
4. Motivations for cannabis consumption (e.g., health and wellness, recreation, relaxation, sleep, creativity, social use).
5. The extent to which regulatory status factors into purchasing decisions.

4. Purchase Values & Trust Indicators

Understanding what consumers value most at the point of purchase enables DCC to better communicate the practical benefits of regulated cannabis. Emphasizing safety, transparency, and informed choice supports public health and consumer confidence in the legal marketplace

The Contractor shall examine:

1. Factors consumers prioritize when purchasing cannabis (e.g., quality, price, safety testing, consistency, desired effects, brand familiarity).
2. Trust indicators that increase confidence in a retailer or product.
3. The perceived value of regulatory safeguards such as product testing, labeling requirements, and transparency standards.

5. Marketing Program Effectiveness & Consumer Awareness Tracking

Measuring awareness and behavioral shifts allows DCC to assess whether its education efforts are improving consumer understanding of regulated cannabis and retail legality. Establishing a baseline and tracking change over time supports data-driven decision-making, ensures responsible stewardship of public funds, and enables refinement of future outreach strategies to better serve California consumers.

The Contractor shall measure and evaluate the effectiveness of DCC marketing and consumer education initiatives, including but not limited to the Real California Cannabis campaign (See Attachment III and Attachment IV). Research shall include:

1. Baseline and follow-up measurement of adult-use consumer awareness of:

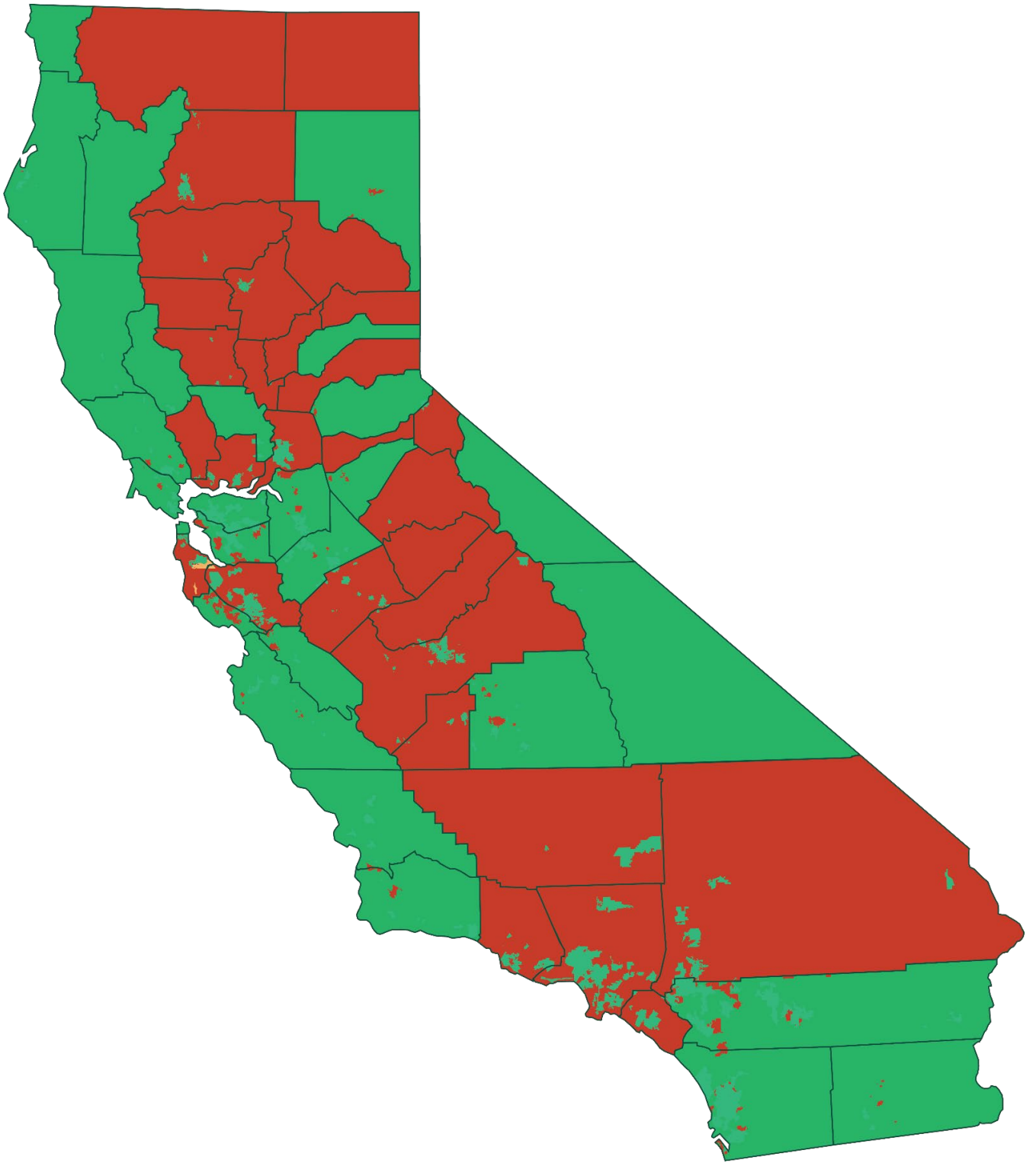
- a. Cannabis retail and delivery legality within their jurisdiction.
 - b. The existence and purpose of DCC consumer education resources.
 - c. The availability and function of retailer search tools.
 - d. Consumer trust in online cannabis retail search results, including:
 - i. Assumptions regarding legality of businesses appearing in search engine or map results.
 - ii. Ability to distinguish between licensed and unlicensed retailers.
 - e. Self-reported exposure to DCC marketing efforts and perceived usefulness of campaign messaging.
2. The Contractor shall design the research to allow for year-over-year comparability and trend analysis, including repeatable survey instruments where appropriate.

Appendix B: Cannabis Retail Sales Permissibility Map

When Proposition 64 passed in 2016, it established California's recreational cannabis market. Prop. 64 included an "opt-in" clause requiring all cities and counties to opt into the specific types of cannabis activity they would allow in their jurisdiction. As a result, roughly 56% of California cities and counties still prohibit cannabis adult use retail sales.

Some cities and counties license one type of cannabis business, like cultivation, but still prohibit adult use retail sales. Local municipalities can also limit the number of retail businesses that can apply for a license. These restrictions contribute to a patchwork of permissibility, resulting in 'legal cannabis deserts' throughout the state.

Please also see Attachment II Permissibility Spreadsheet for a listed view of jurisdiction permissibility.



Evaluation and Selection

Stage 1: Proposal Evaluation

How will my proposal be evaluated?

The Evaluation Committee will award a Pass or Fail based on the following guidelines.

Pass/Fail

The proposals will be evaluated by a consensus of the Evaluation Committee. All sections must receive a Pass within the evaluation rubric below to pass **Stage 1: Proposal Evaluation**. A proposal will be considered to have failed **Stage 1: Proposal Evaluation** if any section within the evaluation rubric below receives a single **Fail**. **Pass/Fail** will be assigned in accordance with the following guidelines:

Grade	General basis evaluation
Fail	Proposal response (i.e., content and/or explanation offered) is inadequate or does not meet DCCs needs/requirements or expectations.
Pass	Proposal response (i.e., content and/or explanation offered) meets or exceeds DCCs needs/requirements or expectations.

The Evaluation Committee will use the following criteria to score each proposal.

1. Executive Summary

Executive Summary Rating Factors	Pass/Fail
The proposer expresses understanding of DCC's needs and the importance of this project.	
The proposer demonstrates the tangible results that it expects to achieve.	
Result	

2. Proposer Capability

Proposer Capability Rating Factors	Pass/Fail
The proposer provided relevant research experience aligned with goals of DCC.	
The proposer's staff have appropriate expertise within cannabis or similar regulated markets to undertake the proposed SOW.	
Result	

3. Work Plan

Work Plan Rating Factors	Pass/Fail
The proposer demonstrates an understanding of Appendix A: Consumer Audience and explains how the Consumer Audience	

Study Topics relate to DCC's objective to measure consumer behavior.	
The proposal fully aligns with and addresses all required Consumer Audience Study Topics, with any additions being additive and well supported.	
The proposer describes in detail the specific actions (i.e., tasks/activities and functions) that the proposer will perform to fulfill all SOW requirements.	
Proposal describes how methodology, sample, and analysis will remain comparable between fiscal years to measure change over time.	
Timeline is provided and complies with the required schedule and deliverable deadlines.	
Proposed deliverable schedule demonstrating alignment with the timelines and requirements outlined in the Review Protocols section.	
The proposer identifies which (if any) previously used survey questions from Attachment I: 2023 Survey Questions should be retained and provides rationale for retention or non-retention.	
Result	

4. Management Plan

Management Plan Rating Factors	Pass/Fail
The proposer demonstrated its capability to coordinate, manage and monitor the efforts of assigned staff (including subcontractors, if any) to ensure that work is completed with timeliness and seamless coordination.	
Result	

5. Project Personnel

Project Personnel Rating Factors	Pass/Fail
The proposed salary rates and duties for the proposed personnel are appropriate in relation to the assigned duties and level of responsibility.	
The proposer assigned the job responsibilities and tasks among the different personnel.	
Result	

Stage 2: Cost Evaluation Stage

Proposals that pass **Stage 1: Proposal Evaluation** will advance to **Stage 2: Cost Evaluation**. Cost evaluation will be based on the proposer's Cost Proposal Worksheet Grand Total Cost. Award of the contract will be made to the proposer offering the lowest total cost, in accordance with the requirements of this solicitation.

Award and Protest

1. Notice of the proposed award shall be sent to all proposers and posted in the lobby of DCC Headquarters at least five (5) working days prior to awarding the agreement.

2. If any proposer, prior to the award of agreement, files a protest with the Department of General Services (DGS), Office of Legal Services, and the DCC on the grounds that the Department failed to follow procedures under [Public Contract Code §10344\(c\)](#), the agreement shall not be awarded until either the protest has been withdrawn or the DGS has decided the matter.
3. **Within five (5) days** after filing the initial protest, the protesting proposer shall file with the DGS and the DCC 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
Or via email to: OLSProtests@dgs.ca.gov

A copy of the detailed written protest should be mailed to DCC, Acquisitions Office, 2920 Kilgore Road, Rancho Cordova, California 95670 or via email to acquisitions@cannabis.ca.gov. If mailing, it is suggested that proposers submit any protest by certified or registered mail.

Disposition of Bids

Upon proposal evaluation, all documents submitted in response to the RFP 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 [Public Contract Code §10344\(c\)\(2\)](#) and subject to review by the public.

Agreement Execution and Performance

1. Performance shall start no later than thirty (30) days, or on the expressed date set by the DCC and the Contractor, after all approvals have been obtained and the Agreement is fully executed. Should the Contractor, after all approvals have been obtained and the Agreement is fully executed, fail to commence work at the agreed upon time, the DCC, upon five (5) 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 proposal price and the actual cost of performing work by another contractor.
2. All performance under the Agreement shall be completed on or before the termination date of the Agreement.

Preference and Incentive Programs

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

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

1. Certified Small Businesses and Microbusinesses Certification Benefits

Certified Small Businesses or Microbusinesses can claim the five percent (5%) preference when submitting a proposal on a state contract. You must provide a copy of the official Certification letter along with your proposal.

For information on small business and microbusiness certification benefits refer to the following DGS Website – <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>

2. Target Area Contract Preference Act (TACPA)

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 box (a) in this section. If the box 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.

a. ☒ Participation Requirements

This RFP 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.

5. Gen AI

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

Failure to report GenAI to the State may result in disqualification. The State reserves its right to seek any and all relief 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.

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 identified form(s) 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 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

As defined in [MVC §999\(B\)](#), a person or an entity is deemed to perform a "commercially useful function" if a person or entity does all of the following:

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out the obligation by performing, managing, or supervising the work involved.
- Performs work that is normal for its business services and functions.

- Is responsible, with respect to products, inventions, materials, and supplies required for the contract, price negotiation, determining quality and quantity, or ordering, installing, if applicable, and making payment.
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A contractor, subcontractor, or supplier will not be considered to perform a “commercially useful function” if the contractor’s, subcontractor’s, or supplier’s role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DVBE participation.

DVBE SUBSTITUTION

Bidders must use the DVBE subcontractors or suppliers proposed in the proposal. 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](#)), and 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 proposal 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. A 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).

DVBE BID INCENTIVE

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 ~~highest score~~ **low price** will vary in conjunction with the percentage of DVBE participation. **Unless a table that replaces the one below has been expressly established elsewhere within the solicitation, the following percentages will apply for awards based on low price.**

~~Awards based on highest score—Incentive points will be applied (for evaluation purposes only) by the amount of DVBE percentage commitment. 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 highest score cannot exceed 10 points.~~

~~The following points shall apply for awards based on highest score:~~

Confirmed DVBE Participation of:	DVBE Incentive Points
5% or Over	10 pts
4% to 4.99% inclusive	8 pts
3% to 3.99% inclusive	6 pts

<u>Confirmed DVBE Participation of:</u>	<u>DVBE Incentive:</u>
<u>5% or Over</u>	<u>5%</u>
<u>4% to 4.99% inclusive</u>	<u>4%</u>
<u>3% to 3.99% inclusive</u>	<u>3%</u>

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.

RESOURCES AND INFORMATION TO LOCATE DVBE SUPPLIERS

Awarding Department

Contact the department at acquisitions@cannabis.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 then click 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 A, Cost Proposal Bid Sheet
- ☐ Attachment B, Contract Certification Clauses – CCC – 4/2017
- ☐ Attachment C, STD. 843 Disabled Veteran Business Enterprise Declarations F
- ☐ Attachment D, GSPD-05-105 Bidder Declaration
- ☐ Attachment E, Commercially Useful Function
- ☐ Attachment F, Postconsumer-Content Certification
- ☐ Attachment G, Darfur Contracting Act
- ☐ Attachment H, California Civil Rights Laws Attachment
- ☐ Attachment I, STD. 204 Payee Data Record
- ☐ Copy of Business License, professional certifications, or other credentials
- ☐ If corporation, proof that business is in good standing and qualified to conduct business in California
- ☐ If a nonprofit organization, proof of nonprofit status
- ☐ If claiming "Small Business Certification" please attach certification

All required Standard (Std.) forms may be obtained at the following Department of General Services website: <https://www.dgs.ca.gov/PD/Forms>

Attachment A: Cost Proposal - General Instructions

When completing the Cost Worksheet, include all estimated costs to perform the services for the entire term.

1. On all cost tables, provide specific costs on a per person, per task basis for labor costs.
2. All unit rates/costs, if any (e.g., salary rates/ranges), must be multiplied out and totaled.
3. Please record costs using whole dollars only. Round fractional dollar amounts or cents to the nearest whole dollar amount.
4. When completing the Cost Worksheet, use as many pages as are necessary to display the detailed budgeted costs.
5. Proposers shall identify labor costs for all positions needed to fulfill the deliverables in Cost Tables 1 ~~and~~, 4, and 6.
6. Proposers shall identify the total estimated costs for engagement materials, supplies/equipment, and other costs in Cost Tables 2 ~~and~~, 5, and 7.
7. Proposers shall complete lines 1 and 2, add unanticipated task costs of 10% to line 3, and provide the Grand Total on line 4 on Cost Tables 3, ~~and~~ 6, and 9.
8. Proposers shall total the costs for fiscal year 1, ~~and~~ 2, and 3 in table ~~7~~ 10.
9. For the purpose of the RFP evaluation, the proposer with the lowest total costs will be awarded the maximum cost points. The Number of Hours estimates provided in the table below will be used for proposal scoring purposes. Proposers will be held to the Rates listed in the table; however Number of Hours shall be based upon mutually agreed upon level effort for each task as identified in each Work Authorization (see Attachment ~~III~~ V: Work Authorization Form).

Additional rows may be added to the table below only for the labor categories and direct costs categories.

Cost Table 1 Labor Cost Fiscal Year 1

Cells that are grayed out should be left blank.

Labor Cost Fiscal Year 1			
List Position Titles that apply	Number of Hours	Rate	Total
Total Labor Cost Fiscal Year 1			

Cost Table 2 Survey Implementation, and other Costs Fiscal Year 1

Cells that are grayed out should be left blank.

Marketing Materials, Supplies/Equipment, and other Costs Fiscal Year 1		
Description	Percent Markup	Total
Survey Implementation Costs (Identify – e.g., outreach, printing, supplies)		
Other Costs (Identify – e.g., postage, copies)		
Total Table 2 Fiscal Year 1		

Cost Table 3 Summary Table Fiscal Year 1

Description	Total Cost
Total Table 1 Labor Cost Fiscal Year 1	
Total Table 2 for Survey Implementation and Other Costs Fiscal Year 1	
Unanticipated Tasks (10% of total contract)	
Grand Total Fiscal Year 1	

Cost Table 4 Labor Cost Fiscal Year 2

Cells that are grayed out should be left blank.

Labor Cost Fiscal Year 2			
List Position Titles that apply	Number of Hours	Rate	Total
Total Labor Cost Fiscal Year 2			

Cost Table 5 Engagement Materials, Supplies/Equipment, and other Costs Fiscal Year 2

Cells that are grayed out should be left blank.

Marketing Materials, Supplies/Equipment, and other Costs Fiscal Year 2		
Description	Percent Markup	Total
Survey Implementation Costs (Identify – e.g., outreach, printing, supplies)		
Other Costs (Identify – e.g., postage, copies)		
Total Table 5 Fiscal Year 2		

Cost Table 6 Summary Table Fiscal Year 2

Description	Total Cost
Total Table 4 Labor Cost Fiscal Year 2	
Total Table 5 for Survey Implementation and Other Costs Fiscal Year 2	
Unanticipated Tasks (10% of total contract)	
Grand Total Fiscal Year 2	

Cost Table 7 Labor Cost Fiscal Year 3

Cells that are grayed out should be left blank.

<u>Labor Cost Fiscal Year 3</u>			
<u>List Position Titles that apply</u>	<u>Number of Hours</u>	<u>Rate</u>	<u>Total</u>
<u>Total Labor Cost Fiscal Year 3</u>			

Cost Table 8 Engagement Materials, Supplies/Equipment, and other Costs Fiscal Year 3

Cells that are grayed out should be left blank.

Marketing Materials, Supplies/Equipment, and other Costs Fiscal Year 3		
Description	Percent Markup	Total
Survey Implementation Costs (Identify – e.g., outreach, printing, supplies)		
Other Costs (Identify – e.g., postage, copies)		
Total Table 8 Fiscal Year 3		

Cost Table 9 Summary Table Fiscal Year 3

Description	Total Cost
Total Table 7 Labor Cost Fiscal Year 3	
Total Table 8 for Survey Implementation and Other Costs Fiscal Year 3	
Unanticipated Tasks (10% of total contract)	
Grand Total Fiscal Year 3	

Cost Table 4 10 Total Cost

Description	Total Cost
Total Table 3 Fiscal Year 1	
Total Table 6 Fiscal Year 2	
Total Table 9 Fiscal Year 3	
Grand Total Cost	

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:** Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full-time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease-and-desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

**CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM
REQUIREMENTS – NOT FOR GOODS AND INFORMATION TECHNOLOGY**
(Revision Date 9/03/09)

Please read the requirements and instructions carefully before you begin.

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, §1896.60 et seq. **Recent legislation has modified the program significantly in that a bidder may no longer demonstrate compliance with program requirements by performing a “good faith effort” (GFE).**

The minimum DVBE participation percentage (goal) is 3% for this solicitation unless another percentage is specified in the solicitation. A DVBE 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 identified form to comply with this solicitation’s DVBE program requirements. Bids or proposals (hereafter called “bids”) that **fail to submit the required form and fully document and meet the DVBE program requirement shall be considered non-responsive.**

Information submitted by the intended awardee 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 the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the 2 CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and/or contract termination.

Only State of California, Office of Small Business and DVBE Services (OSDS), certified DVBEs (hereafter called “DVBE”) who perform a commercially useful function relevant to this solicitation, may be used to satisfy the DVBE program requirements. The criteria and definition for performing a commercially useful function are contained herein on the page entitled **Resources & Information**. Bidders are to verify each DVBE subcontractor’s certification with OSDS to ensure DVBE eligibility.

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:

Commitment to full DVBE participation – For a bidder who is a DVBE or who is able to meet the commitment to use identified certified DVBE(s) to fulfill the full DVBE participation goal.

COMMITMENT -- 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 the Bidder Declaration (GSPD- 05-105) located elsewhere within the solicitation document. Failure to complete and submit the required form as instructed shall render the bid non-responsive.

At the State's option prior to award of the contract, a written confirmation from each DVBE subcontractor identified on the Bidder Declaration must be provided. As directed by the State, the written confirmation must be signed by the bidder and/or the DVBE subcontractor(s). The written confirmation may request information that includes but is not limited to the DVBE scope of work, work to be performed by the DVBE, term of 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. If further verification is necessary, the State will obtain additional information to verify compliance with the above requirements.

Method A1. Certified DVBE bidder:

- a. Commit to performing at least 3% of the contract bid amount (unless otherwise specified) with the prime bidder's firm or in combination with another DVBE(s).
- b. Document DVBE participation on the Bidder Declaration GSPD-05-105.
- c. At the State's option a DVBE bidder working in combination with other DVBEs shall submit proof of its commitment by submitting a written confirmation from the DVBE(s) identified as a subcontractor on the Bidder Declaration. When requested, the document must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written confirmation as specified may be grounds for bid rejection.

Method A2. Non-DVBE bidder:

- a. Commit to using certified DVBE(s) for at least 3% (unless otherwise specified) of the bid amount.
- b. Document DVBE participation on the Bidder Declaration GSPD-05-105.
- c. At the State's option prior to contract award, a bidder shall submit proof of its commitment by submitting a written confirmation from each DVBE identified as a subcontractor on the Bidder Declaration GSPD-05-105. The awarding department contracting official named in the solicitation may contact each listed DVBE, by mail, fax or telephone, for verification of the bidder's submitted DVBE information. When requested, the document must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written confirmation as specified may be grounds for bid rejection.

THE FOLLOWING MAY BE USED TO LOCATE DVBE SUPPLIERS:

Awarding Department

Contact the department's contracting official named in this solicitation 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.

Other State and Federal Agencies, and Local Organizations

STATE: Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), online certified firm database at <https://caleprocure.ca.gov/pages/index.aspx>. To begin your search, click on "SB/DVBE Search." Search by "Keywords" or "United Nations Standard Products and Services Codes (UNSPSC)" that apply to the elements of work you want to subcontract to a DVBE. Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: <https://caleprocure.ca.gov/pages/index.aspx>. For questions regarding the online certified firm database and the CSCR, please call the OSDS at (916) 375-4940 or send an email to: OSDCHelp@dgs.ca.gov.

FEDERAL: Search the U.S. Small Business Administration's (SBA) Central Contractor Registration (CCR) on-line database at www.sba.gov/ to identify potential DVBEs. Search options and information are provided on the CCR Dynamic Small Business Search site. First time users should click on the "help" button for detailed instructions. Remember to verify each firm's status as a California certified DVBE.

LOCAL: Contact local DVBE organization to identify DVBEs. For a list of local organizations, go to <https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-SBDVBE-Reciprocity-Partners> and select your region.

DVBE BID INCENTIVE. 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 DVBE participation as identified on the Bidder Declaration GSPD-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.

As applicable: (1) 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.

Unless a table that replaces the one below has been expressly established elsewhere within the solicitation, the following percentages will apply for awards based on highest score.

(2) Awards based on highest score - the solicitation shall include an individual requirement that identifies incentive points for DVBE participation.

Confirmed DVBE Participation of:	DVBE Incentive:	DVBE Incentive Points
5% or over	5%	10 pts
4% to 4.99% inclusive	4%	8 pts
3% to 3.99% inclusive	3%	6 pts

A DVBE Business Utilization Plan (BUP) does not qualify a firm for a DVBE incentive. Bidders with a BUP, must submit a Bidders Declaration (GSPD-05-105) to confirm the DVBE participation for an element of work on this solicitation in order to claim a DVBE incentive(s).

RESOURCES AND INFORMATION

For questions regarding bid documentation requirements, **contact the contracting official at the awarding department for this solicitation.** For a directory of SB/DVBE Advocates for each department go to:

<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Small-Business-Disabled-Veteran-Business-Enterprise-Advocate-Directory>

Local Organizations: Go to <https://www.calvet.ca.gov/veteran-services-benefits/advocacy-assistance>

DGS-PD EProcurement

Website: <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>

- SB/DVBE Search
- CSCR Ads
- Click on “Help” and “Access Training” for eProcurement Training Modules, to include *Searching for SB and DVBEs*

Phone: (916) 375-2000

Email: eprocure@dgs.ca.gov

DGS-PD Office of Small Business and DVBE Services (OSDS)

707 Third Street, Room 1-400, West Sacramento, CA 95605

- Directory of California-Certified DVBE's
- Certification Applications
- Certification Information, Status and Concerns
- General DVBE Program Information
- DVBE Business Utilization Plan
- Small Business/DVBE Advocates

Website: <https://www.dgs.ca.gov/PD>

OSDS Receptionist, 8 am – 5pm: (916) 375-4940

PD Receptionist, 8 am – 5 pm: (916) 559-5529

Fax: (916) 375-4950

Email: osdchelp@dgs.ca.gov

Commercially Useful Function Definition

California Code of Regulations, Title 2, § 1896.61(l):

The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of §1896.61(f); is certified in accordance with §1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function.

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

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out the obligation by actually performing, managing, or supervising the work involved.
- Performs work that is normal for its business services and functions.
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.
- Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.

A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 5/2006)

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

Section 1

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

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

SCPRS Ref. Number: _____

Solicitation/Contract Number: _____ (FOR STATE USE ONLY)

Section 2**APPLIES TO ALL DVBE's. Check only one box in Section 2 and provide original signatures.**

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

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

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

Firm/Principal Phone: _____ Address: _____

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

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

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

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

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

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

Solicitation Number _____

BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

a. Identify current California certification(s) (**MB, SB, NVSA, DVBE**): _____ or **None** ____ (If "None", go to Item #2)

b. Will subcontractors be used for this contract? **Yes** _____ **No** ____ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

c. If you are a California certified DVBE: (1) Are you a broker or agent? **Yes** ____ **No** ____
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? **Yes** ____ **No** ____ **N/A** _

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good standing ?	51 % of rental?

CERTIFICATION: By signing this form, I certify under penalty of perjury that the information provided is true and correct.

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled “None” and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Nonprofit Veteran Service Agency (NVSA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either “Yes” or “No” to identify whether subcontractors will be used for the contract. If the response is “No”, proceed to Item #1.c. If “Yes”, enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors. Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime’s contract.

1.c. This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either “Yes” or “No”. The Military and Veterans Code Section 999.2 (b) defines “broker” or “agent” as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either “Yes” or “No” to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark “N/A” for “not applicable.”

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete “Page ___ of ___” on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the “Page of ___” accordingly.

Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.pd.dgs.ca.gov).

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either “Yes” or “No” to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either “N/A” (not applicable), “Yes” or “No” for each subcontractor listed.

Enter **"N/A"** if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter **"Yes"** if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter **"No"** if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page of " accordingly.

**COMMERCIALLY USEFUL FUNCTION (CUF)
Instructions**

On January 1, 2004, Chapter 623, Statutes of 2003, became effective and requires all certified Small Businesses (SB), Microbusinesses (MB) and/or Disabled Veteran Business Enterprises (DVBE) to perform a commercially useful function (CUF) in any contract with the State.

A business performing a CUF is one that does all five (5) of the following functions:

1. Is responsible for the execution of a distinct element of the work of the contract.
2. Carries out its obligation by actually performing, managing or supervising the work involved.
3. Performs work that is normal for its business, services and function.
4. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.
5. Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.

A certified SB, MB and/or DVBE contractor, subcontractor or supplier will not be considered to perform a CUF if the contractor's, subcontractors' or suppliers' role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of certified SB, MB or DVBE participation, and will result in elimination of consideration for award.

If, as the prime contractor, you declare your business is a certified SB, MB and/or DVBE, please fill out the enclosed Commercially Useful Function (CUF) Statement.

The information your business provides will be critical in determining whether or not your business will be considered for award. Please return the completed forms with your bid/proposal package. Failure to provide the information required, will result in the decision that your business is non-responsive in complying with the submission of proposal documents outlined in the solicitation.

Commercially Useful Function (CUF) Statement

Solicitation/Contract Number: _____

All certified Small Businesses (SB), Micro Businesses (MB), Disabled Veteran Business Enterprises (DVBE), subcontractors or suppliers must meet the CUF requirements under Government Code Section 14837(d)(4) and/or Military and Veterans Code Section 999(b)(5)(B).

Prime Contractor Information

1. Prime Contractor Name: _____
2. Provide current certification(s) and number(s); and answer the following questions:
SB # _____ MB # _____ DVBE # _____ None _____

1	Will your business be responsible for the execution of a distinct element of the resulting State contract?	Yes/No
2	Will your business carry out the obligation by actually performing, managing or supervising the work involved?	Yes/No
3	Will your business perform work that is normal for your business, services and function?	Yes/No
4	Will your business be responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.	Yes/No
5	Explain how your business will not further subcontract a portion of the work that is greater than that expected to be subcontracted by normal industry practices:	

3. Indicate the **distinct element** of work your company will perform.

Work to be Performed and Materials to be Provided (Please be specific, especially if managing or supervising work)

Subcontractor Information: Will subcontractor(s) be used for this contract? Yes: _____ No: _____

If YES, please identify all subcontractors on the Bidder Declaration, Form GSPD-05-105 (Rev 08/09).

I, the official named below, **CERTIFY UNDER PENALTY OF PERJURY** that I am duly authorized to legally bind the prospective Contractor to the CUF statement above. This certification is made under the laws of the State of California.

(Authorized Signature)

Date

(Printed Name and Title)

STATE OF CALIFORNIA
 Department of Resources Recycling and Recovery
 (CalRecycle)
 CalRecycle 74 (Revised 1/10 for State Agencies)

Postconsumer-Content Certification

To be completed by the State agency	
State Agency:	
Purchasing Agent:	PO #:
Phone:	E-mail:

The State Agency Buy Recycled Campaign (SABRC) is a state mandated program that requires the reporting of all purchases made within 11 specified product categories. All state agencies are required to verify the recycled-content of all products purchased within each of these categories.

All businesses shall certify in writing to the contracting officer or his or her representative the minimum percentage, if not exact percentage, of postconsumer recycled-content (PCRC) material in the products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the minimum content requirements specified in law (see reverse side). The certification shall be furnished under penalty of perjury. The certification shall be provided regardless of content, even if the product contains no recycled material. A State agency may waive the certification requirement if the percentage of postconsumer material in the products, materials, goods, or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or a manufacturer or vendor Internet website.

Contractor/Company

Name _____
 Address _____ Phone _____

Purchase Order # RFQ # RFP # IFB # Cal Card Order #	Item #	Product or Services Description	¹ Percent Postconsumer Recycled- Content Material	² SABRC Product Category Code	Meets SABRC

Public Contract Code sections 12205 (a) (1), (2), (3) and (b) (1), (2), and (3)

Pursuant to Public Contract Code 12205(a)(1), I certify under penalty of perjury under the laws of the State of California that the above information is true and correct.

Print Name _____ Signature _____ Title _____ Date _____

(See footnotes on the back of this page.)

FOOTNOTES:

1. "Postconsumer recycled-content material" is defined as products that were bought, used, and recycled by consumers. For example, a newspaper that has been purchased, recycled, and used to make another product would be considered postconsumer material.
2. "Product category" refers to one of the categories listed below, into which the reportable purchase is best placed.
3. If the product does not belong in any of the product categories, enter "N/A." Common "N/A" products include wood products, natural textiles, aggregate, concrete, and electronics such as computers, TV, software on a disk or CD, and telephones.
4. Reused or refurbished products, there is no minimum content requirement. (PCC 12209 (I))

Code	Product Categories	Product Examples <i>Examples are inclusive but are not limited to the individual product.</i>	Minimum Postconsumer Content Requirement
1	Paper Products	Paper janitorial supplies, cartons, wrapping, packaging, file folders, and hanging files, building insulation and panels, corrugated boxes, tissue, and toweling.	30 percent by fiber weight postconsumer fiber.
2	Printing and Writing Papers	Copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications.	30 percent by fiber weight postconsumer fiber.
3	Mulch, Compost, and Co-compost Products	Soil amendments, erosion controls, soil toppings, ground covers, weed suppressants, and organic materials used for water conservation; yard trimmings and wood byproducts that are separated from the municipal solid waste stream or other source of organic materials such as biosolids or other comparable substitutes such as livestock, horse, or other animal manure, food residues or fish processing byproducts; mechanical breakdown of materials.	80 percent recovered material that would otherwise be normally disposed of in a landfill.
4	Glass Products	Windows, test tubes, beakers, laboratory or hospital supplies, fiberglass (insulation), reflective beads, tiles, construction blocks, desktop accessories, flat glass sheets, loose-grain abrasives, deburring media, liquid filter media, and containers.	10 percent postconsumer, by weight.
5	Lubricating Oils	Intended for use in a crankcase, transmission, engine, power steering, gearbox, differential chainsaw, transformer dielectric, fluid, cutting, hydraulic, industrial, or automobile, bus, truck, vessel, plane, train, heavy equipment, or machinery powered by an internal combustion engine.	70 percent re-refined base oil.
6a	Plastic Products	Printer or duplication cartridges, diskette, carpet, office products, plastic lumber, buckets, wastebaskets, containers, benches, tables, fencing, clothing, mats, packaging, signs, posts, binders, sheet, buckets, building products, garden hose, and trays.	10 percent postconsumer, by weight.
6b	Printer or Duplication Cartridges		a. Have 10 percent postconsumer material, or b. Are purchased as remanufactured, or c. Are backed by a vendor-offered program that will take back the printer cartridge after their useful life and ensure that the cartridge is recycled and comply with the definition of recycled as set forth in section Public Contract Code 12156.
7	Paint	Water-based paint, graffiti abatement, interior and exterior, and maintenance.	50 percent postconsumer paint (exceptions when 50 percent postconsumer content is not available or is restricted by a local air quality management district, then 10 percent postconsumer content may be substituted).
8	Antifreeze	Recycled antifreeze, and antifreeze containing a bittering agent or made from polypropylene or other similar non-toxic substance.	70 percent postconsumer material.
9	Tires	Truck and bus tires, and those used on fleet vehicles and passenger cars.	Retreaded: Must use an existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400).
10	Tire- Derived Products	Flooring, mats, wheelchair ramps, playground cover, parking bumpers, bullet traps, hoses, bumpers, truck bedliners, pads, walkways, tree ties, road surfacing, wheel chocks, rollers, traffic control products, mudflaps, and posts.	50 percent recycled used tires.
11	Metal	Staplers, paper clips, steel furniture, desks, pedestals, scissors, jacks, rebar, pipe, plumbing fixtures, chairs, ladders, file cabinets, shelving, containers, lockers, sheet metal, girders, building and construction products, bridges, braces, nails, and screws.	10 percent postconsumer material, by weight.

For additional information, please visit <https://calrecycle.ca.gov/buyrecycled/stateagency/>

DARFUR CONTRACTING ACT CERTIFICATION

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

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

OPTION #1 - CERTIFICATION

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

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

<i>Company/Vendor Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

OPTION #2 – WRITTEN PERMISSION FROM DGS

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

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

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Initials of Submitter</i>	
<i>Printed Name and Title of Person Initialing</i>	

CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT

(Rev. 01/17)

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS**: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES**: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Executed in the County of	Executed in the State of
Date Executed	

Print Form

Reset Form

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

Section 1 – Payee Information**NAME** (This is required. Do not leave this line blank. Must match the payee's federal tax return)**BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME** (If different from above)**MAILING ADDRESS** (number, street, apt. or suite no.) (See instructions on Page 2)**CITY, STATE, ZIP CODE****E-MAIL ADDRESS****Section 2 – Entity Type****Check one (1) box only that matches the entity type of the Payee listed in Section 1 above.** (See instructions on page 2)☐ **SOLE PROPRIETOR / INDIVIDUAL**☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*☐ **PARTNERSHIP**☐ **ESTATE OR TRUST**☐ **CORPORATION** (see instructions on page 2)☐ **MEDICAL** (e.g., dentistry, chiropractic, etc.)☐ **LEGAL** (e.g., attorney services)☐ **EXEMPT** (e.g., nonprofit)☐ **ALL OTHERS****Section 3 – Tax Identification Number**Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the **sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the **sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

_____ - _____ - _____

OR**Federal Employer Identification Number (FEIN)**

_____ - _____ - _____

Section 4 – Payee Residency Status (See instructions)☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.☐ No services performed in California☐ Copy of Franchise Tax Board waiver of state withholding is attached.**Section 5 – Certification****I hereby certify under penalty of perjury that the information provided on this document is true and correct.****Should my residency status change, I will promptly notify the state agency below.****NAME OF AUTHORIZED PAYEE REPRESENTATIVE****TITLE****E-MAIL ADDRESS****SIGNATURE****DATE****TELEPHONE** (include area code)**Section 6 – Paying State Agency****Please return completed form to:****STATE AGENCY/DEPARTMENT OFFICE****UNIT/SECTION****MAILING ADDRESS****FAX****TELEPHONE** (include area code)**CITY****STATE****ZIP CODE****E-MAIL ADDRESS**

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

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

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status**Are you a California resident or nonresident?**

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900

E-mail address: wscs.gen@ftb.ca.gov

For hearing impaired with TDD, call: 1-800-822-6268

Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signer may differ from the tax liable party in this situation if the signer can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

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

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
+		
-		

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 Cannabis Control (DCC) 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	Contractor:
Name:	Name:
Unit:	Unit:
Address:	Address:
Phone:	Phone:
E-Mail:	E-Mail:

5. 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 days from the end of each month in which services were rendered. Invoices must include the Agreement number and submitted in triplicate 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 those established by the California Department of Human Resources. <https://www.calhr.ca.gov>.

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

In the event of a dispute, Contractor shall file a "Notice of Dispute" with the DCC within ten (10) days of discovery of the problem. Such Notice of Dispute shall contain the Agreement number. Within ten (10) days of receipt of such Notice of Dispute, the Agency Secretary, or Designee, shall meet with the Contractor and the DCC 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. Evaluation of Contractor- Consultant Contracts Only

Per the Department of General Services (DGS), all contracts for consultant services of \$5,000 or more must be evaluated. The Contract/Contraction Evaluation, Form Std. 4, must be prepared by the program within 60 days of the completion of the contract. These evaluations shall remain on file by the Department (in a separate location from the contract file) for a period of 36 months.

4. 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. 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.

6. 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

CONTRACTOR AND SUBCONTRACTOR COMPLIANCE REQUIREMENTS

The Contractor shall ensure its officers, agents and employees will fully cooperate with any/all investigations conducted by the Department of Cannabis Control'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](#).

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 DCC 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.

DISPUTES

Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time ten (10) business days by the Contractor and DCC Program Contract Manager normally responsible for the administration of this contract shall be brought to the attention of the Secretary of the DCC or the designated representative and the Contractor for joint resolution.

INSURANCE REQUIREMENTS

Contractor shall comply with all requirements outlined in the General Provisions section and 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 thirty (30) days prior to the expiration of this insurance. Any new insurance must comply with the original contract terms.
- b. Policy Cancellation or Termination & Notice of Non-Renewal – Contractor is responsible to notify the State within five (5) business days of any cancellation, non-renewal or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of the Department of General Services and the Contractor agrees no work or services will be performed prior to obtaining such approval. In the event the Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event, subject to the provisions of this contract.
- c. Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions 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 carriers must carry an AM Best rating of at least an A minus (A-) with a financial category rating of no lower than VII. If the contractor 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's obligation under the contract.
- h. Available Coverages/Limits – All coverage and limits available to the contractor shall also be available and applicable to the State.
- 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.
- j. Use of Subcontractors – In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, the contractor shall include all subcontractors as insureds under Contractor's insurance or supply evidence of subcontractor's insurance to the State equal to policies, coverages and limits required of the Contractor.

Contractor Insurance Requirements

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

- a. Commercial General Liability Insurance
Contractor 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 \$2,000,000.00 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 contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's 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 this contract.**

b. Automobile Liability

Contractor shall maintain business automobile liability insurance for limits not less than \$1,000,000 combined single limit. 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 this contract.**

c. Workers Compensation Insurance

Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of this contract. In addition, employer's liability limits of \$1,000,000.00 are required. By signing the 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 the certificate.

d. Professional Liability Insurance

If the scope of work involves work of a professional nature, the Contractor shall maintain Professional Liability covering any damages caused by a negligent error, act or omission with limits not less than 1,000,000 per claim and \$2,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate and must be before the date this contract was executed or before the beginning of the contract work.

The policy must be endorsed to name **The State of California, its officers, agents, and employees as additional insureds, but only with respect to work performed under this contract.**

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, or other DCC property. Damage resulting from the services provided will be repaired or items will be replaced by the Contractor to the satisfaction of the DCC at no expense to the DCC. Any items lost or stolen while in the Contractor's custody will be replaced by the Contractor at no expense to the DCC.

OWNERSHIP OF DOCUMENTS

The DCC will have separate and independent ownership of all drawings, design plans, specifications, notebooks, tracings, photographs, negatives, reports, findings, recommendation, 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.

RIGHT TO BAR

The DCC reserves the right to bar any Contractor's employee from the worksite.

MULTIPLE CONTRACTORS

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

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 DCC 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.

CONFIDENTIALITY AND PUBLIC RECORDS

Contractor and the DCC understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act, commencing with [Government Code, Section 6250 et seq.](#) The DCC agrees not to disclose such information or data furnished by contractor and to maintain such information or data as confidential when so designated by contractor in writing at the time it is furnished to the DCC, only to the extent that such information or data is exempt from disclosure under the California Public Records Act and the Public Contract Code.

PUBLICITY AND ACKNOWLEDGEMENT

The Contractor agrees that it will acknowledge DCC's support whenever projects funded, in whole or in part, by this Agreement are publicized in any new media, brochures, or other type of promotional material.

QUALIFICATIONS

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

SMALL BUSINESS PREFERENCE

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) 323-5478 or <https://www.dgs.ca.gov/PD/Search-Results?search=small%20business%20preference&divisionid=7bce8ca3ed8a4aedbdeaf52f5e77df36&activeFilters=division-or-office-facets>.

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 lowest responsive bid only if the lowest 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.

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 DCC.

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

POTENTIAL SUBCONTRACTORS

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.

ANTITRUST CLAIMS

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 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,

materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tender's final payment to the bidder. ([See Government Code §4550 et seq.](#))

If the awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid.

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part 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.

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.

PRIORITY HIRING CONSIDERATIONS

The Contractor is hereby advised that it will be obligated to give priority consideration in filling vacancies in positions funded by the resulting Agreement to qualified recipients of and under Welfare and Institutions Code Section 11200. This requirement shall not interfere with or require a violation of a collective bargaining agreement, a federal affirmative action obligation for hiring disabled veterans of the Vietnam era or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.

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.

AB 1887 AND TRAVEL

California Assembly Bill prohibits the use of state-funded or sponsored travel to any state that has enacted discriminatory laws or practices. The Attorney General maintains a current list of states that are subject to the travel prohibition on its website: <https://oag.ca.gov/ab1887>. Costs associated with travel to the states affected by this restriction are unallowable.

The National Labor Relations Board.