Department of Cannabis Control
CALIFORNIA

Date: August 24, 2026

REQUEST FOR PROPOSAL (RFP)
Secondary Method

RFP No.: 26-001
Title: Economic Impact Assessment Services
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 **September 2, 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

Table of Contents

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	August 24, 2026
Written questions must be received by 4:00 PM PT	September 2, 2026
Questions and Answers will be posted by 5:00 PM PT	September 21, 2026
Emailed proposals must be complete and received no later than 2:00 PM PT	September 30, 2026
Estimated date of team evaluations	Week of October 2, 2026
Anticipated start date	Week of November 2, 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 26. 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 acquistions@cannabis.ca.gov

1) **Service Overview**

   a) Contractor agrees to provide to the Department of Cannabis Control (DCC) the services described herein.

   The Department of Cannabis Control (Department or DCC) is requesting proposals from vendors who can provide Standardized Regulatory Impact Assessments (SRIA) with detailed analysis on the economic impact of major regulations to meet the requirements under the California Administrative Procedures Act. The successful contractor shall perform economic impact assessments on behalf of the Department for any adoption, amendment, or repeal of Department regulations to assess the potential for an adverse economic impact on California businesses and individuals. In addition, the Contractor shall, upon direction from the Department, perform an economic impact assessment for proposed regulations developed in response to proposed legislation carrying a significant economic and fiscal impact on the cannabis industry. Such assessments shall include, as appropriate, the preparation of detailed analyses of relevant cannabis market indicators.

2) **Service Location**

   a) Contractor shall perform the Services remotely or at Contractor's facilities. No on-site performance at DCC premises is required unless expressly authorized in writing by the Department.

   b) Delivery Point. All Deliverables (reports, memoranda, presentations, and forms including, as applicable, STD. 399 and SRIA materials) shall be submitted electronically to the Department's designated Project Representative or as specified in the Work Order Authorization. Upon request, Contractor shall provide one hard-copy set to: Department of Cannabis Control, 2920 Kilgore Road, Rancho Cordova, CA 95670.

   c) Upon request by the Department, the Contractor shall prepare and deliver a presentation of analytical findings, economic impact assessments, or other required deliverables at a location designated by the Department which may be at DCC headquarters or another location selected by the Department.

3) **Service Hours**

   a) The Contractor may perform analytical and development work at its discretion and is not required to perform such work during State business hours. However, the Contractor shall make key personnel reasonably available for scheduled meetings, status updates, and other communications during the Department's standard business hours from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State official holidays, unless otherwise authorized in writing by the Department.

4) Progress Reports or Meetings

a) Contractor shall provide regular updates to the Department or attend meetings with designated personnel to share progress on assigned work including to communicate the scope of services to be performed by the Contractor, whether the assigned work is on schedule, interim findings, and a timetable to convey work related difficulties so that remedies can be developed quickly between the parties. Meetings will generally occur on a biweekly basis; however, DCC may adjust the meeting interval as project needs dictate.

5) Services to be Performed

a) Purpose

The Contractor shall provide economic analysis and related advisory services to support the DCC in evaluating the economic impacts of regulatory actions, legislation, market conditions and cannabis tax structures.

b) Required Services

i) Economic Impact Assessments for Regulations (Ad hoc)

The Contractor shall, upon request by DCC:

(1) Perform and prepare approximately ten-to-twelve economic impact assessments annually, for proposed adoption, amendment, or repeal of Department regulations to analyze and estimate the economic impact on California businesses and individuals.
(2) Ensure all assessments meet the statutory requirements of Government Code sections 11346.3 and 11346.36.
(3) The assessment should set forth specific data, as needed, to quantify and assess the economic and fiscal impacts of the proposed regulation changes.
(4) Prepare all documentation required by the Department of Finance (DOF) and Office of Administrative Law (OAL) to evaluate the anticipated economic impacts as required by statute.
(5) Prepare written responses and make any necessary revisions or updates to assessments or supporting documents, as requested by DCC, to address comments from DOF, the public, and other governmental agencies.

ii) Economic Impact Assessments for Legislation (Ad hoc)

The Contractor shall, upon request by DCC, analyze the economic impact of potential statutory changes to the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA) and other state and federal legislation impacting DCC.

iii) Market Assessments (Annually)

Prior to December 31 of each calendar year, the Contractor shall annually provide an assessment of the California cannabis market addressing economic indicators for California cannabis that quantifies factors such as supply, demand, market conditions, economic drivers and trends. This may include memos for segments of the cannabis supply chain, overall market dynamics and comparative assessments with other state cannabis programs or comparable markets.

The Contractor shall also provide detailed analytical reports and/or technical memos that assess market dynamics and forecast economic outcomes related to cannabis industry policies at the request of DCC. These expert assessments will help inform the Department in making effective, evidence-based policy decisions that promote industry compliance and support a safer, sustainable, and well-regulated cannabis market that benefits all Californians.

iv) Cannabis Tax Report (One-time)

The Contractor shall provide a one-time report that satisfies the requirements of Chapter 127, Statutes of 2025 (AB 564, Haney) This shall include consultation with the DCC, the Department of Tax and Fee Administration, and the Legislative Analyst's Office. The Contractor shall prepare a comprehensive report that analyzes the effects of and recommends updates to cannabis tax law that would support a well-regulated, sustainable cannabis market that benefits all Californians.

v) Fee Assessment (Ad hoc)

The Contractor may be asked to prepare a fee assessment pursuant to Business and Professions Code section 26180. Such fee assessment may be requested when necessary to ensure that licensing and renewal fees remain aligned with DCC's actual regulatory and enforcement costs, consistent with Business and Professions Code section 26180.

c) <u>Method and Approach</u>

The Contractor's method and approach for economic analysis must, at a minimum, have the following capabilities:

i) The Contractor must be familiar with the statutory requirements applicable to successful completion of this work including cannabis laws enumerated in the MAUCRSA (Business and Professions Code section 26000 et seq.); the Administrative Procedures Act for Regulations and Rulemaking (Government Code section 11340 et seq.); and DOF's Standardized Regulatory Impact Assessment for

Major Regulations (1 CCR sections 2000-2004). The Contractor must be familiar with existing DCC regulations (4 CCR section 15000 et seq.).

ii) Use appropriate modeling techniques for the task: econometric modeling (e.g., supply/demand modeling, elasticity estimation, time-series analysis), mixed-methods integration if qualitative and quantitative data are used, and scenario modeling aligned with DOF's requirement for alternatives.

iii) Demonstrate the ability to develop and maintain an economic model to comprehensively assess cannabis market dynamics, including regulated and unregulated sectors.

iv) Validate models using independent or historical data, as applicable.

v) Demonstrate familiarity with the cannabis market, the rules governing it, and related issues including agricultural and natural resource economics

vi) Report findings to the Department upon request using a variety of mediums including long-form reports, short-form memos, and presentations, as appropriate; describe trends and make projections; clearly document modeling assumptions, parameters, data inputs, confidence intervals and limitations of current knowledge; and provide recommendations for future data collection or knowledge expansion.

vii) Design and conduct surveys, including potential participation in academic survey efforts as identified by the Department as necessary to inform economic assessments and understand the impact of regulatory and legislative policy changes. Make recommendations on data that could be collected by the department, through the licensing or track and trace systems, or other resources as appropriate to inform the market reports or economic assessments of policy changes.

viii) Capabilities
   (1) Estimate total economic effects of regulatory changes over a multi-year time period
   (2) Generate economic variable estimates for:
      (a) California statewide metrics, including personal income, employment by sector, exports and imports, and gross state product
      (b) Cannabis industry metrics for both the regulated and unregulated markets and for each aspect of the supply chain (cultivation, manufacturing, distribution, retail, testing, events), including market size, production, consumption, employment, and costs
   (3) Analyze large data sets, including data provided by DCC and external data sources, and produce summaries, trends, and estimates
   (4) Perform data cleaning and statistical analysis to assess the quality and reliability of a given data source

(5) Produce (to the extent possible) quantitative estimates of the following:
   (a) The creation or elimination of jobs within the state
   (b) The creation of new businesses or the elimination of existing businesses within the state.
   (c) The competitive advantages or disadvantages of businesses currently doing business within the state
   (d) The increase or decrease of investment in the state
   (e) The incentives for innovation in products, materials, or processes; and
   (f) The benefits of the regulations, including but not limited to, benefits to the health, safety and welfare of California residents, worker safety, and the state's environment and quality of life, among any other benefits identified by the agency

d) Deliverables

Contractor shall fulfill the services outlined above and provide the following tangible items as evidence thereof:

i) Prepare and complete approximately ten-to-twelve economic impact assessments per year, which may include two to four major regulations per year (economic impact greater than $50 million), as well as approximately ten-to-twelve regulatory packages over the course of the contract term, for cannabis regulations and legislation as requested by the Department, including evaluation of fees necessary to support the proposed program, and re-evaluation of overall licensing fees

ii) A series of draft analyses, which will be submitted to DCC for review and discussion, and which will result in completion of the following documents suitable for release to the public, DOF and OAL:
   (1) Revised Standard Regulatory Impact Assessment (if required by DOF)
   (2) Economic Impact Statements (STD. 399); and
   (3) Statement of the results of the assessment of the economic impacts pursuant to Government Code sections 11346.2 and 11346.3

iii) The regulatory analyses must contain all information required by OAL and DOF, be indexed and arranged in a well-organized manner, and shall include a description and explanation of each of the following:
   (1) The method and approach for assessing economic impact
   (2) The specific categories of businesses and individuals who would be affected by the proposed regulation
   (3) Specific inputs into and outputs from the assessments, with supporting data as applicable

iv) Written responses to comments received regarding the assessment of economic impacts

v) A plan and timeline for preparing and completing economic impact assessments for cannabis regulations and legislation, including market impacts, evaluation of workload costs and potential fees necessary to support the proposed program

vi) Virtual or in-person presentations at the request of the Department of Cannabis Control to provide timely analytical information to inform decision-making and policy development.

vii) A report that meets the requirements of Chapter 127, Statutes of 2025 (AB 564, Haney), including consultation with the DCC, Department of Tax and Fee Administration and the Legislative Analyst's Office and preparation of a report that analyzes the effects of and recommends updates to cannabis tax law that would support a well-regulated, sustainable cannabis market that benefits all Californians.

e) <u>Responsibilities of the Parties</u>

i) DCC

(1) The Department is responsible for providing required information, data held by DCC or that DCC has access to (e.g. track and trace data, workload, market, licensing, compliance, enforcement, and California demographic information), and documentation to facilitate the Contractor's performance of the work and will provide additional assistance and services as necessary.
(2) The Department is responsible for identifying appropriate contacts from other state agencies or departments to participate in discussions on the issues.

ii) Contractor

(1) Should the Contractor determine that a delay exists, or is probable due to failure of the Department, the Contractor will notify the DCC in writing immediately.

6) Work Order Authorization (WOA) Process

a) Under this Agreement, the Contract Manager will issue WOAs to the Contractor.

b) The Contract Manager will identify on each WOA the required services and completion criteria, and work locations consistent with this Agreement. All deliverables will be completed, delivered, and accepted pursuant to the completion criteria specified in each WOA. A sample WOA is shown in Attachment 1.

c) The Contractor will include on each WOA a list of staff, estimated timeline, and a not-to-exceed cost estimate, and return WOA to the Contract Manager.

d) The Contractor will commence authorized work only after receiving an approved WOA from the Contract Manager.

Term of Contract

The term of this contract is November 2, 2026, or upon final/DGS approval, whichever is later, through June 30, 2029.

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.

Evaluation and Scoring

EVALUATION SCORE SHEET

The proposals that meet the minimum qualifications will be evaluated and scored according to the Evaluation Criteria in this RFP and the Evaluation Score Sheet.

CATEGORY	MAXIMUM POINTS	SCORE
1. REGULATORY AND STATUTORY ASSESSMENTS (50 points)		
a. Quality and extent of experience conducting economic assessments of California state regulatory policies.	**20**	_____
b. Quality and extent of experience developing rulemaking documents required by the California Administrative Procedure Act (APA), including Standard Regulatory Impact Assessments (SRIA), Economic Impact Statements (STD. 399), evaluations of alternatives, and responses to relevant public comments and inquiries from the Department of Finance and Office of Administrative Law.	**20**	_____
c. Quality of experience analyzing the economic impact of potential changes to California statutes.	**10**	_____
2. DATA COLLECTION AND ANALYSIS (20 points)		
a. Quality and extent of experience in survey design and administration, data collection, addressing data gaps, and managing data integrity.	**10**	_____
b. Quality and extent of experience in developing econometric models and applying scientific, statistical, and econometric research methods to analyze and interpret data to inform policy decisions.	**10**	_____
3. MARKET ASSESSMENTS (40 points)		
a. Quality and extent of experience in providing written reports discussing analysis and assessment of economic indicators, market conditions, economic drivers and trends, offering comparisons with similar markets, and offering insights to inform policy decisions.	**40**	_____
4. COMMUNICATION (20 points)		
a. Demonstrated ability to clearly articulate economic data and analysis in a variety of formats, including long-form reports, short-form memos, presentations, and visual communications (charts, graphs, infographics, or other similar documents).	**10**	_____
b. Availability of the contractor to respond to inquiries from DCC staff and key stakeholders, including personnel from the Office of Administrative Law and Department of Finance.	**10**	_____
5. KNOWLEDGE OF CANNABIS INDUSTRY (20 points)		

a. Demonstrated working experience with cannabis laws and regulations and with analysis of the California cannabis industry.	**20**	______
CATEGORIES 1 – 5 TOTAL SCORE	**150**	______
COST is 70 points of the total possible 220 points. The Contracts office will calculate the final score taking Certified Small Business preference points into consideration.	**70**	______
TOTAL SCORE	**220**	______

Score Evaluation Criteria

Rating	Criteria
Excellent	An excellent response will be a highly comprehensive, exemplary reply that meets all of the requirements of the areas within that category. In addition, the response covers areas not originally addressed within the RFP category and includes additional information and recommendations that would prove both valuable and beneficial to the Department. For a response to be considered excellent, the proposer must clearly demonstrate their authoritative knowledge and understanding of the project.
Very Good	A very good response will provide useful information, while showing experience and knowledge within the category. The proposal is well thought out and addresses all requirements set forth in the RFP. The proposer must provide insight into their expertise, knowledge, and understanding of the subject matter.
Above Average	An above average response meets all the requirements and has demonstrated in a clear and concise manner a thorough knowledge and understanding of the subject matter and project. This response demonstrates an above average performance with no apparent deficiencies noted.
Average	An average response meets the requirements in an adequate manner. This response demonstrates an ability to comply with guidelines, parameters, and requirements with no additional information put forth by the proposer.
Poor	A poor response minimally meets most requirements set forth in the RFP. The proposer has demonstrated knowledge of the subject matter only.
Unacceptable	An **unacceptable** response does not meet the requirements set forth in the RFP. The proposer has not demonstrated knowledge of the subject matter.

SCORING

1. **REGULATORY AND STATUTORY ASSESSMENTS (50 points)**
   a. **Quality and extent of experience conducting economic assessments of California state regulatory policies. (20 points)**
   Scoring will be based on the proposer providing examples of experience with conducting economic assessments of state regulatory policies.

Unacceptable	0-2 points
Poor	3-6 points
Average	7-10 points
Above Average	11-14 points
Very Good	15-18 points
Excellent	20 points

   b. **Quality and extent of experience developing rulemaking documents required by the California Administrative Procedure Act (APA), including Standard Regulatory Impact Assessments (SRIA), Economic Impact Statements (STD. 399), evaluations of alternatives, and responses to relevant public comments and inquiries from the Department of Finance and Office of Administrative Law. (20 points)**
   Scoring will be based on the proposer providing examples & presenting their experience with rulemaking documents.

Unacceptable	0-2 points
Poor	3-6 points
Average	7-10 points
Above Average	11-14 points
Very Good	15-18 points
Excellent	20 points

   c. **Quality of experience analyzing the economic impact of potential changes to California statutes. (10 points)**

Unacceptable	0 points
Poor	2 points
Average	4 points
Above Average	6 points
Very Good	8 points
Excellent	10 points

2. **DATA COLLECTION AND ANALYSIS (20 points)**
   a. **Quality and extent of experience in survey design and administration, data collection, addressing data gaps, and managing data integrity. (10 points)**

Unacceptable	0 points
Poor	2 points
Average	4 points
Above Average	6 points
Very Good	8 points
Excellent	10 points

   b. **Quality and extent of experience in developing econometric models and applying scientific, statistical, and econometric research methods to analyze and interpret data to inform policy decisions. (10 points)**

Unacceptable	0 points
Poor	2 points

Average	4 points
Above Average	6 points
Very Good	8 points
Excellent	10 points

3. **MARKET ASSESSMENTS (40 points)**
   a. **Quality and extent of experience in providing written reports discussing analysis and assessment of economic indicators, market conditions, economic drivers and trends, offering comparisons with similar markets, and offering insights to inform policy decisions. (40 points)**
   Scoring will be based on the proposer providing examples & presenting their experience with economic assessments.

Unacceptable	0-6 points
Poor	7-12 points
Average	13-20 points
Above Average	21-26 points
Very Good	27-32 points
Excellent	33-40 points

4. **COMMUNICATION (20 points)**
   a. **Demonstrated ability to clearly articulate economic data and analysis in a variety of formats, including long-form reports, short-form memos, presentations, and visual communications (charts, graphs, infographics, or other similar documents). (10 points)**
   Scoring will be based on the proposer providing examples of similarly prepared documents and the level to which those documents are well-organized, clearly articulated, and understandable to a lay audience.

Unacceptable	0 points
Poor	2 points
Average	4 points
Above Average	6 points
Very Good	8 points
Excellent	10 points

   b. **Availability of the contractor to respond to inquiries from DCC staff and key stakeholders, including personnel from the Office of Administrative Law and Department of Finance. (10 points)**
   Scoring will be based on the proposer providing their ability to meet and confer with DCC and key stakeholders as necessary.

Unacceptable	0 points
Poor	2 points
Average	4 points
Above Average	6 points
Very Good	8 points
Excellent	10 points

5. **KNOWLEDGE OF CANNABIS INDUSTRY (20 points)**
   a. Demonstrated working experience with cannabis laws and regulations and with analysis of the California cannabis industry. (20 points)
   Scoring will be based on the proposer's experience or familiarity with the cannabis industry, demonstrated by prior cannabis related work.

Unacceptable	0-2 points

Poor	3-6 points
Average	7-10 points
Above Average	11-14 points
Very Good	15-18 points
Excellent	20 points

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 will vary in conjunction with the percentage of DVBE participation.

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

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.”

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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 Worksheet

☐ Attachment B, Contract Certification Clauses – CCC – 4/2017

☐ Attachment C, STD. 843 Disabled Veteran Business Enterprise Declarations

☐ 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 (1)
Year 1 (11/02/2026 – 06/30/2027)
COST WORKSHEET RFP 26-001

The Contractor shall provide all labor, materials, equipment, and every other item of expense, necessary to complete the services in accordance with the Scope of Work and Deliverables, at the rates specified below. DCC makes no guarantee, expressed or implied, on the actual number of services/hours that shall be required for this Agreement, and reserves the right to omit portions or quantities of work, as may be deemed necessary. Payment for service performed under this Agreement shall be for actual expenditures incurred. The rates referenced below shall be binding for the term of the Agreement.

General Instructions

1. When completing the Cost Worksheet, include all estimated costs to perform the services for the entire term.
2. On all cost tables, provide specific costs on a per person, per task basis for labor costs.
3. All unit rates/costs, if any (e.g., salary rates/ranges), must be multiplied out and totaled.
4. Labor rates shall include indirect costs (such as overhead, fringe, and any other items), profit, and any other applicable costs to be charged to DCC for this agreement. Travel, transportation and per diem costs shall not exceed rates authorized to be paid non-represented State employees under current California Department of Human Resources (CalHR) rules. Please record costs using whole dollars only. Round fractional dollar amounts or cents to the nearest whole dollar amount.
5. When completing the Cost Worksheet, use as many pages as are necessary to display the detailed budgeted costs.
6. Proposers shall identify labor costs for all positions needed to fulfill the deliverables in Cost Table 1.
7. Proposers shall identify the percent markup and total estimated costs for supplies/equipment, travel, and other costs in Cost Tables 2.
8. Proposers shall complete total costs for Table 1 and Table 2, add unanticipated task costs of 10% to line 3, and provide the Grand Total on line 4 on Cost Table 3.
9. For the purpose of the RFP evaluation, the proposer with the lowest average 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 and shall be in effect for the duration of the Agreement.

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

Cost Table 1: Labor Cost

Cells that are grayed out should be left blank.

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

Cost Table 2: Supplies/Equipment, Travel, and Other Costs

Cells that are grayed out should be left blank.

Supplies/Equipment, Travel, and Other Costs		
Description	**Percent Markup**	**Total**
Supplies/Equipment (breakdown)		
Travel (breakdown by cost – e.g., mileage, lodging, airfare)		
Other Costs (identify – e.g., postage, copies)		
Total Table 2		

Cost Table 3: Summary Table

Cells that are grayed out should be left blank.

Description	Total Cost
Total Table 1: Labor Cost	
Total Table 2: Supplies/Equipment, Travel, and Other Costs	
Unanticipated Tasks (10% of total contract)	
Grand Total	

Attachment A (2)
Year 2 (07/01/2027 – 06/30/2028)
COST WORKSHEET RFP 26-001

The Contractor shall provide all labor, materials, equipment, and every other item of expense, necessary to complete the services in accordance with the Scope of Work and Deliverables, at the rates specified below. DCC makes no guarantee, expressed or implied, on the actual number of services/hours that shall be required for this Agreement, and reserves the right to omit portions or quantities of work, as may be deemed necessary. Payment for service performed under this Agreement shall be for actual expenditures incurred. The rates referenced below shall be binding for the term of the Agreement.

General Instructions

1. When completing the Cost Worksheet, include all estimated costs to perform the services for the entire term.
2. On all cost tables, provide specific costs on a per person, per task basis for labor costs.
3. All unit rates/costs, if any (e.g., salary rates/ranges), must be multiplied out and totaled.
4. Labor rates shall include indirect costs (such as overhead, fringe, and any other items), profit, and any other applicable costs to be charged to DCC for this agreement. Travel, transportation and per diem costs shall not exceed rates authorized to be paid non-represented State employees under current California Department of Human Resources (CalHR) rules. Please record costs using whole dollars only. Round fractional dollar amounts or cents to the nearest whole dollar amount.
5. When completing the Cost Worksheet, use as many pages as are necessary to display the detailed budgeted costs.
6. Proposers shall identify labor costs for all positions needed to fulfill the deliverables in Cost Table 1.
7. Proposers shall identify the percent markup and total estimated costs for supplies/equipment, travel, and other costs in Cost Tables 2.
8. Proposers shall complete total costs for Table 1 and Table 2, add unanticipated task costs of 10% to line 3, and provide the Grand Total on line 4 on Cost Table 3.
9. For the purpose of the RFP evaluation, the proposer with the lowest average 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 and shall be in effect for the duration of the Agreement.

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

Cost Table 1: Labor Cost

Cells that are grayed out should be left blank.

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

Cost Table 2: Supplies/Equipment, Travel, and Other Costs

Cells that are grayed out should be left blank.

Supplies/Equipment, Travel, and Other Costs		
Description	**Percent Markup**	**Total**
Supplies/Equipment (breakdown)		
Travel (breakdown by cost – e.g., mileage, lodging, airfare)		
Other Costs (identify – e.g., postage, copies)		
Total Table 2		

Cost Table 3: Summary Table

Cells that are grayed out should be left blank.

Description	Total Cost
Total Table 1: Labor Cost	
Total Table 2: Supplies/Equipment, Travel, and Other Costs	
Unanticipated Tasks (10% of total contract)	
Grand Total	

Attachment A (3)
Year 1 (07/01/2028 – 06/30/2029)
COST WORKSHEET RFP 26-001

The Contractor shall provide all labor, materials, equipment, and every other item of expense, necessary to complete the services in accordance with the Scope of Work and Deliverables, at the rates specified below. DCC makes no guarantee, expressed or implied, on the actual number of services/hours that shall be required for this Agreement, and reserves the right to omit portions or quantities of work, as may be deemed necessary. Payment for service performed under this Agreement shall be for actual expenditures incurred. The rates referenced below shall be binding for the term of the Agreement.

General Instructions

1. When completing the Cost Worksheet, include all estimated costs to perform the services for the entire term.
2. On all cost tables, provide specific costs on a per person, per task basis for labor costs.
3. All unit rates/costs, if any (e.g., salary rates/ranges), must be multiplied out and totaled.
4. Labor rates shall include indirect costs (such as overhead, fringe, and any other items), profit, and any other applicable costs to be charged to DCC for this agreement. Travel, transportation and per diem costs shall not exceed rates authorized to be paid non-represented State employees under current California Department of Human Resources (CalHR) rules. Please record costs using whole dollars only. Round fractional dollar amounts or cents to the nearest whole dollar amount.
5. When completing the Cost Worksheet, use as many pages as are necessary to display the detailed budgeted costs.
6. Proposers shall identify labor costs for all positions needed to fulfill the deliverables in Cost Table 1.
7. Proposers shall identify the percent markup and total estimated costs for supplies/equipment, travel, and other costs in Cost Tables 2.
8. Proposers shall complete total costs for Table 1 and Table 2, add unanticipated task costs of 10% to line 3, and provide the Grand Total on line 4 on Cost Table 3.
9. For the purpose of the RFP evaluation, the proposer with the lowest average 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 and shall be in effect for the duration of the Agreement.

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

Cost Table 1: Labor Cost

Cells that are grayed out should be left blank.

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

Cost Table 2: Supplies/Equipment, Travel, and Other Costs

Cells that are grayed out should be left blank.

Supplies/Equipment, Travel, and Other Costs		
Description	**Percent Markup**	**Total**
Supplies/Equipment (breakdown)		
Travel (breakdown by cost – e.g., mileage, lodging, airfare)		
Other Costs (identify – e.g., postage, copies)		
Total Table 2		

Cost Table 3: Summary Table

Cells that are grayed out should be left blank.

Description	Total Cost
Total Table 1: Labor Cost	
Total Table 2: Supplies/Equipment, Travel, and Other Costs	
Unanticipated Tasks (10% of total contract)	
Grand Total	

<u>CERTIFICATION</u>

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.

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

CONTRACTOR CERTIFICATION CLAUSES

1. <u>STATEMENT OF COMPLIANCE</u>: 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. <u>DRUG-FREE WORKPLACE REQUIREMENTS</u>: 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. <u>NATIONAL LABOR RELATIONS BOARD CERTIFICATION</u>: 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. <u>CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:</u> 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 lessor 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. <u>LABOR CODE/WORKERS' COMPENSATION</u>: 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. <u>AMERICANS WITH DISABILITIES ACT</u>: 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. <u>CONTRACTOR NAME CHANGE</u>: 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. <u>CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA</u>:

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. <u>RESOLUTION</u>: 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. <u>AIR OR WATER POLLUTION VIOLATION</u>: 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. <u>PAYEE DATA RECORD FORM STD. 204</u>: 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

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

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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.

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION **Attachment C**

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: ______
(FOR STATE USE ONLY)

Solicitation/Contract Number: _________________________________

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.

____

BIDDER DECLARATION Instructions

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 <u>all</u> 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)

Attachment F

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 (l))

Code	Product Categories	Product Examples ***Examples are inclusive but are not limited to the individual product.***	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.

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

OPTION #2 – WRITTEN PERMISSION FROM DGS

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

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

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

Attachment H

STATE OF CALIFORNIA
CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT
(Rev. 01/17)

DEPARTMENT OF GENERAL SERVICES
OFFICE OF LEGAL SERVICES DGS OLS 04

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**

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)

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 (Form1099).
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 signee may differ from the tax liable party in this situation if the signee 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.

Sample Contract

Reset Form | Print Form

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

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

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

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP

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

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP

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

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)

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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. <u>Coverage Term</u> – 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. <u>Policy Cancellation or Termination & Notice of Non-Renewal</u> – 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. <u>Premiums, Assessments and Deductibles</u> – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.

d. <u>Primary clause</u> – 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.

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
   Name
   Unit/Branch
   Address
   Phone Number
   Email Address

   Contractor
   Name
   Unit/Branch
   Address
   Phone Number
   Email Address

5.

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

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

   All contractors are expected to comply with the latest guidance of the California Department of Public Health."

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 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 **OR** United States General Services Administration.
      www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx
      https://www.gsa.gov/travel-resources

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

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

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

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

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

2. Settlement of Disputes
   Any dispute concerning a question of fact arising under the terms of this agreement, Contractor shall file a "Notice of Dispute" with the DCC within ten (10) business days of discovery of the problem. Such Notice of Dispute shall contain the Agreement number. Within ten (10) business days of receipt of such Notice of Dispute, the Agency Secretary, or Designee, shall meet with the Contractor and the 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. Right to Terminate
   The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein. However, the agreement can be immediately terminated for cause.

EXHIBIT E

ADDITIONAL PROVISION

CONTRACTS FUNDED BY THE FEDERAL GOVERNMENT

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

Federal Funding Accountability and Transparency Act

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

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

System of Award Management

All entities applying for funding, including renewal funding, must have a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) Number. A DUNS Number is a unique, non-indicative nine-digit identifier issued and maintained by D&B that verifies the existence of a business entity globally. In addition to having a DUNS number, entities must be registered in the System for Award Management. All entities must register with SAM.gov. Failure to register and maintain an active SAM account will prevent your organization from receiving federal funds. SAM accounts must be renewed annually.

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

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 Food and Agriculture's Equal Employment Opportunity and Human Resources Offices and will require the same of any subcontractors or consultants used pursuant to this agreement.

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 ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
B. **Policy Cancellation or Termination & Notice of Non-Renewal** – Contractor and/or Permittee is responsible to notify the State within five business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event Contractor and/or Permittee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
C. **Deductible** – Contractor and/or Permittee is responsible for any deductible or self-insured retention contained within their insurance program.
D. **Primary Clause** – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
E. **Insurance Carrier Required Rating** – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor and/or Permittee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
F. **Endorsements** – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
G. **Inadequate Insurance** – Inadequate or lack of insurance does not negate the contractor and/or Permittee’s obligations under the contract.
H. **Satisfying an SIR** - All insurance required by this contract must allow the State to pay and/or act as the contractor’s agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor’s agent in satisfying any SIR is at the State’s discretion.
I. **Available Coverages/Limits** - All coverage and limits available to the contractor shall also be available and applicable to the State, regardless of the minimum limits required in Section 2. Insurance Requirements below.
J. **Subcontractors** - In the case of Contractor and/or Permittee’s utilization of subcontractors to complete the contracted scope of work, contractor and/or Permittee shall include all subcontractors as insureds under Contractor and/or Permittee’s insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor and/or Permittee.
K. **Premiums** – The contractor/Permittee shall be responsible for any premium, deductible or self-insured retention in connection with any Required Insurance.

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

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

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

A. **Commercial General Liability**
Contractor shall maintain general liability on an occurrence form with limits not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against which claim is made, or suit is brought subject to the Contractor's limit of liability. **The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.**

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

B. Automobile Liability
Contractor shall maintain motor vehicle liability with limits not less than $1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. **The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.**

C. Workers' Compensation and Employer's Liability
Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. In addition, employer's liability limits of $1,000,000 are required. By signing this contract, Contractor acknowledges compliance with these regulations. **A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to certificate.**

D. **Professional Liability Insurance** (FOR CONSULTING CONTRACTS OR THOSE WITH ENGINEERING SERVICES) 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.

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 Agreement, 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.

PROGRESS PAYMENTS – CONSULTING CONTRACTS

Progress payments will be made. The DCC will withhold 10% of each progress payment until the satisfactory completion of a series of tasks as included in the workplan or schedule. Upon completion of each series of tasks, the DCC will pay the Contractor the 10% retainage for each series of tasks.

BUDGET FLEXIBILITY

In the event a change to the contracts budget line items is necessary, approval for line item shifts must be obtained from Program Contract Manager prior to incurring costs under the revised budget. Requests for revisions must be made in writing and provide sufficient information to explain the need and how the change affects the contract.

- Line item shifts of up to 10% within budget items in the approved budget, do not change the Scope of Work, or substitute Key Personnel are allowable with prior approval from Program Contract Manager.
- Line item shifts exceeding 10% within budget items (addition, deletion, or revision of personnel) require prior approval from Program Contract Manager and formal contract amendment.
- Line-item shifts that result any portion of the funds to be used for purposes other than those consistent with the original intent of the contract are not allowed.

Failure to obtain prior approval may result in costs being deemed unallowable and request for reimbursement denied.

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.

CONFIDENTIALITY AND PUBLIC RECORDS

Contractor and 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. The Contractor shall maintain the confidentiality of all records furnished by DCC that are deemed confidential and at the end of the term of the contract shall return all confidential information to DCC. Such confidential or proprietary information or data provided by the Contractor to DCC 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.

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.

QUALIFICATIONS

The prospective 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) 375-4940 or https://www.caleprocure.ca.gov/pages/index.aspx .

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

A qualified bidder who claims the small business preference will be granted a preference consisting of five percent of the 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.

UNFAIR PRACTICES ACT

Contractor hereby certifies that contractor will comply with the requirements of Section 17000 of the Business and Professions Code.

PATENT RIGHTS
Any invention resulting from work under this Agreement shall be disclosed to the Department. The Department shall provide any suggestions to the Contractor concerning patenting and licensing such and invention within sixty (60) days of receiving the disclosure. If the Contractor does determine it is advisable to patent the invention, it shall be done at the Contractor's cost and the Department will accept the Contractor's decision.

The Department and the Contractor will cooperate in establishing any licensing program. Such program will provide that the Department retains the right to manufacture or use the invention without royalty and may do so in cooperation with other public agencies, however, such use shall not be for commercial purposes on competition with the licensee. The licensee shall be required to provide any material developed pursuant to the contract to the State for its regulatory purposes at cost or at a preferential rate to be negotiated.

COPYRIGHTS AND TRADEMARKS
Contractor agrees to establish for the DCC good title in all copyrightable and trademarkable materials developed as a result of this Agreement. Such title will include exclusive copyrights and trademarks in the name of the State of California.

As used herein, "copyrightable material" includes all materials which may be copyrighted as noted in Title 17, United States Code, Section 102, as follows: 1) literary works, 2) musical works, including any accompanying words, 3) dramatic works, including any accompanying music, 4) pantomimes and choreographic works, 5) pictorial, graphic and sculptural works, 6) motion pictures and other audio visual works and 7) sound recordings. As used herein, "trademarkable material" means any material which may be registered as a trademark, service mark or trade name under the California Trademark Law, cited at Business and Professions Code (B&PC) Section 14200-14342. Contractor agrees to apply for and register all copyrights and trademarks, as here above defined, in the name of the State of California, for all materials developed pursuant to this Agreement which may under the applicable law be copyrighted or for which a trademark may be registered. Failure to comply with this article when such failure results in the loss of the exclusive right to the State to use, publish or disseminate such materials, when such failure and result occur during the term of this Agreement, constitutes breach of contract.

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
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.

REPORTS
If this Agreement is for the production of a report, Contractor, pursuant to Government Code, Section 7550, will include the dollar amount and Agreement number of all contracts relating to preparation of this report.

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 tenders final payment to the bidder. (See Government Code section 4552)

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. (See Government Code section 4554)

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, 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.

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California Assembly Bill prohibits the use of state-funded or sponsored travel to any state that has enacted discriminatory laws or practices. The California 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.

AGREEMENT EXECUTION
Unless otherwise prohibited by state law, regulation, or Department or Contractor policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to transmission by facsimile,

electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by all parties.