



CALIFORNIA DEPARTMENT OF
FOOD & AGRICULTURE

Karen Ross, Secretary

Date: July 14, 2020

REQUEST FOR PROPOSAL (RFP) **Secondary Method**

RFP No.: 20-0002A

Title: Organic Accreditation Consultant

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>

Email all questions about this solicitation to the contract analyst named below. Responses to all questions received will be posted via an official addendum to this solicitation. Please reference Page 1 for all Key Action Dates.

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

Donna Weber, Contracts Analyst
Grants and Contracts Unit
Administrative Services Division
donna.weber@cdfa.ca.gov

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Key Action Dates

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

RFP available to prospective bidders July 14, 2020
Written questions must be received by 4:00 PM PST..... August 10, 2020
Post Questions and Answers by 5:00 PM PST..... August 21, 2020
Sealed proposals must be complete and received
no later than 2:00 PM PSTSeptember 2, 2020
Estimated date of team evaluations..... To be determined
Partial submission of proposal is unacceptable.

Term of Contract

The term of this contract is January 1, 2021 or upon DGS approval, whichever is later, through December 31, 2023.

Option to Renew

The CDFA reserves the right to renew this agreement for an additional three (3) one year extensions, if needed, with the successful bidder at the end of the agreement term, provided funding to do so is appropriated for this purpose in subsequent budgets. Proposed renewals are assessed annually for approval by the California Department of General Services and CDFA according to program direction, funding, consistency of price and scope of work continuity.

Purpose and Description of Services

Problem Statement

The California Department of Food and Agriculture (CDFA), CalCannabis Licensing Division, requires the services of a specialized consultant to assist the OCal Program with establishing an enforcement program and accreditation process that fulfill its statutory direction to be comparable to the National Organic Program (NOP).

Using the NOP regulations as a guide when creating its own regulations ensures a comparable program framework. Like the NOP, the OCal Program’s accreditation process will grant private certifying agents the authority to certify operations; and the enforcement program will oversee certifying agent and certified operation compliance with the OCal regulations.

In an effort to maintain its high level of comparability during implementation, the OCal Program is hiring a consultant to make policy recommendations for the enforcement program and the accreditation process based on his or her extensive experience with the NOP.

Authority

The California Department of Food and Agriculture OCal Program is authorized by:

California Business and Professions Code
Division 10. Chapter 6. Section 26062

Background

On October 9, 2015, Governor Edmund G. Brown Jr. signed Assembly Bill 243, Assembly Bill 266, and Senate Bill 643, establishing a comprehensive regulatory framework for the cultivation, processing, transportation, and sale of medical cannabis (MCRSA).

On November 8, 2016, California voters passed Proposition 64, the ballot initiative known as the Adult Use of Marijuana Act (AUMA). This measure allowed adults aged 21 years old or older to possess and use cannabis for recreational purposes. The statute consolidated and streamlined regulation and taxation for both nonmedical and medical cannabis. The AUMA created a comprehensive system to legalize, control, and regulate the cultivation, processing, manufacture, distribution, testing, and sale of nonmedical cannabis for use by adults 21 years and older, and to tax the commercial growth and retail sale of cannabis. The Bureau of Cannabis Control, housed in the Department of Consumer Affairs, oversees the whole system.

On June 27, 2017, Governor Edmund Brown Jr. signed California Senate Bill 94, which effectively merged two existing laws –MCRSA and AUMA – into one streamlined law: The Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA).

Goals and Objectives

Fundamental knowledge transfer is the primary goal of this project. The OCal Program's objective is to establish and implement an enforcement program and accreditation process that parallels the NOP.

At the close of rulemaking, which is expected to take place in October/November 2020, the program will issue formal notice that it is taking accreditation applications and soon after the program will begin accrediting certifying agents. The accreditation consultant will consult on this accreditation process and ongoing enforcement issues regarding statewide certification consistency and compliance.

CDEA staff will:

1. Work with the consultant to create and implement a certifying agent accreditation process and an enforcement program, that is comparable to the USDA National Organic Program.
2. Provide copies of all necessary documents and standards, including OCal program regulations.
3. Ask questions, seek help, and receive recommendations with open minds.

The Consultant will:

1. Work with Department staff, in-person or remotely via an online platform (e.g. Skype, Zoom) or conference call, to resolve issues and develop policies for the accreditation process and the enforcement program.
2. Ensure that OCal staff have a clear understanding of the recommendations.
3. Be available to consult with staff within 2 business days following a request for consultation.

Deliverables

The Department expects the Consultant to fulfill the responsibilities outlined above and provide the following tangible items as evidence thereof:

1. Provide robust, comprehensive written policy recommendations that include all relevant historical context and consider known corollaries.
2. Provide additional written resources that assist staff with developing the program comparable to the NOP.

The OCal Program will use the goals and objectives outlined in section D under “The consultant will” and the Deliverables outlined above to evaluate the consultant’s performance. Payments will be made based upon the consultant’s ability to meet timelines and furnish deliverables.

Budget, Travel and Subsistence Payments

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

There are no travel or subsistence payments authorized under this agreement. Consultations are expected to take place remotely if the consultant does not reside in the Sacramento, California area.

Contractor’s budget proposal should contain a minimum of 300 hours to complete deliverables. Progress payments will be made based on actual hours necessary to complete tasks.

Minimum Qualifications for Proposers

1. An established record of performing or consulting on NOP accreditations.
2. At least 100 hours of professional development related to NOP accreditation and regulations in the past three years, including but not limited to attending, teaching, or facilitating conferences, seminars and workshops sponsored by the NOP, the National Organic Standards Board, the Accredited Certifiers Association or the International Organic Inspectors Association.

Other Information

Consultant may not hold a commercial interest in any entity that applies for accreditation or registration as a certifying agent with the CDFA OCal program. Other possible conflicts of interest must be disclosed within the proposal.

Bidder Requirements

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

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

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

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

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

Proposal Requirements

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

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

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

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

Proposal Submittal Requirements

1. Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.
2. A proposal may be disqualified if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. At its discretion, the CDFA may disqualify any or all proposals and may waive any immaterial deviations in a solicitation. The CDFA's waiver of immaterial defect shall in no way modify the RFP document or excuse the proposal from full compliance with all requirements if awarded the agreement.
3. Costs incurred for developing proposals in anticipation of award of the Agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.

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

Submission of Proposal

1. Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies, or misstatements may be cause for rejection of a proposal.
2. All proposals must be submitted under sealed cover and sent to the CDFA by the date and time shown in the above Key Action Dates. **The sealed cover must be plainly marked with the RFP Number 20-0002A and Title, show your firm name and address, and must be marked with "DO NOT OPEN."** Proposals not submitted under sealed cover may be rejected.
3. An original proposal and five (5) copies, including samples, must be submitted. The original proposal must be marked "ORIGINAL COPY."
4. Proposals will not be accepted from Expatriate Corporations, and proposals from primes subcontracting with Expatriate Corporations will not be accepted.
5. All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.
6. If the proposal is made under a fictitious name or business title, the actual legal name of the proposer must be provided.
7. All proposals shall include the documents identified on the attached checklist entitled "Required Documents." Proposals not including the required documents shall be deemed non-responsive.
8. Mail or hand deliver proposals to the following address: (No email submissions)

California Department of Food and Agriculture
Grants and Contracts Unit
ATTN: Donna Weber
1220 N Street, Room 120
Sacramento, CA 95814

NOTE: CDFA Mailroom hours 8:00 AM – 4:00 PM

Evaluation and Selection

1. At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.
2. Proposals that contain false or misleading statements, or provide references, which do not support an attribute or condition claimed by the proposer, may be rejected.
3. The proposals that meet the minimum qualifications will be evaluated and scored according to the criteria in the Evaluation Score Sheet included in this RFP. A minimum of 120 points out of 140 points possible in categories 1 through 3 must be achieved to be considered responsive.
4. The Evaluation Score Sheet is not intended to be a list of RFP requirements but rather a fair, uniform, and impartial approach to determining which proposal best meets the RFP requirements. The Evaluation Team will review each Proposal in its entirety to determine if the requirements are being met and scores will be awarded based on a review of each Proposal, including the resumes. The Evaluation Criteria will be used to ensure Proposers have met all RFP requirements based on each category listed on the Evaluation Criteria Sheet.
5. Award, if made, will be to the highest scored responsive proposer.

Award and Protest

1. Notice of the proposed award shall be sent to all proposers and posted in the lobby of CDFA 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 CDFA 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 CDFA a detailed written statement specifying the grounds for the protest. The written protest must be sent to the DGS, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, California 95605. A copy of the detailed written protest should be mailed to CDFA, Grants and Contracts Unit, 1220 N Street, Room 120, Sacramento, California 95814. 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 CDFA 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 CDFA, 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 Programs and Participation Requirements

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

Note: These documents may not be required in all bid packages. Refer to Attachment entitled, "Required Documents" for a list of required documents 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. [Disabled Veteran Business Enterprise \(DVBE\)](#)
4. DVBE Incentive

Please look carefully at box (1) in this section. If the box is checked, you must respond accordingly to the instructions in this section for your bid to be considered responsive.

1) **Full Participation Requirements** DVBE participation has been waived for this RFP.

This RFP has full 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 goal will result in your bid being rejected. A copy of the DGS DVBE Certification letter must be included with your bid.

If the "Full Participation Requirement" box is checked, you will need to complete the attached form titled, "California Disabled Veteran Business Enterprise Declarations," and include it with your Bid.

If for this agreement, the contractor made a commitment to achieve Disabled Veteran Business Enterprise (DVBE) participation, then the contractor must within 60 days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in the agreement) certify in a report to the awarding department: (1) the total amount the prime contractor received under the contract; (2) the name and address of the DVBE(s) that participated in the performance of the contract; (3) the amount each DVBE received from the prime contractor; (4) that all payments under the contract have been made to the DVBE(s); and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. ([Military & Veterans Code \(M&VC\) § 999.5\(d\)](#)).

Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per [Military and Veterans Code 999.5\(e\)](#), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

5. 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. These eleven product categories and their respective minimum recycled content requirements are outlined in Attachment G. Therefore, 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. A Recycled Content Certification Form (CalRecycle 74) is provided in Attachment G for this purpose. Additional information regarding this program can be obtained at the following web site:
<https://www.calrecycle.ca.gov/StateAgency/>.

ADDITIONAL REQUIREMENTS

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.

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 CDFR 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 CDFA Program Contract Manager normally responsible for the administration of this contract shall be brought to the attention of the Secretary of the CDFA 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.

1. GENERAL PROVISIONS APPLYING TO ALL POLICIES

- a. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least thirty (30) days prior to the expiration of this insurance. Any new insurance must comply with the original contract terms.
- b. Policy Cancellation or Termination & Notice of Non-Renewal – Contractor is responsible to notify the State within five (5) business days of any cancellation, non-renewal or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of the Department of General Services and the Contractor agrees no work or services will be performed prior to obtaining such approval. In the event the Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event, subject to the provisions of this contract.
- c. Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- d. Primary clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- e. Insurance Carrier Required Rating – All insurance carriers must carry an AM Best rating of at least an A minus (A-) with a financial category rating of no lower than VII. If the contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- f. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- g. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligation under the contract.

- h. Available Coverages/Limits – All coverage and limits available to the contractor shall also be available and applicable to the State.
- i. Satisfying an SIR – All insurance required by this contract must allow the State to pay/and or act as the contractor’s agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the Contractor’s agent in satisfying any SIR is at the State’s discretion.
- j. Use of Subcontractors – In the case of Contractor’s utilization of subcontractors to complete the contracted scope of work, the contractor shall include all subcontractors as insureds under Contractor’s insurance or supply evidence of subcontractor’s insurance to the State equal to policies, coverages and limits required of the Contractor.

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

PROGRESS PAYMENTS – CONSULTING CONTRACTS

Progress payments will be made. The CDFA 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 CDFA will pay the Contractor the 10% retainage for each series of tasks.

OWNERSHIP OF DOCUMENTS

The CDFA 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.

MULTIPLE CONTRACTORS

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

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 the CDFA 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 CDFA 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 CDFA, only to the extent that such

information or data is exempt from disclosure under the California Public Records Act and the Public Contract Code.

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 CDFA.

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 CDFA prior to the subcontractor performing any work and the CDFA 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.

REPORTS

If this Agreement is for the production of a report, Contractor, pursuant to [Government Code § 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 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, 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.

EVALUATION SCORE SHEET

RFP No.: 20-0002A

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. Quality of Plan (45 Points)		
a) Proposal is complete and accurate.	15	
b) Techniques, approaches and methods to be used are appropriate for implementing the Scope of Work.	15	
c) Implementation procedures are clearly defined.	10	
d) Proposer's ideas are communicated effectively throughout the proposal.	5	
2. Statement of Understanding (60 points)		
a) Demonstrates extensive knowledge and experience auditing organic certifying agent documents and records and assessing activities to evaluate compliance with the USDA National Organic Program (NOP) regulations and Handbook.	20	
b) Demonstrates extensive knowledge of the NOP, its function, regulations, policies, guidance and history.	20	
c) Demonstrates extensive knowledge and experience planning for NOP audits.	20	
3. Qualifications of Personnel (35 Points)		
a) Established record of satisfactorily performing detailed audits of organic certifying agent documents, records, and activities to evaluate compliance with NOP regulations and Handbook.	20	
b) Established record of involvement in discussions regarding NOP function, regulations, policies, recommendations and guidance or extensive knowledge of NOP history and function and currency regarding regulations, policies, recommendations and guidance.	10	
c) All staff on the project have provided complete resumes.	5	
Subtotal - Categories 1 - 3	140	

Proposals must meet a minimum score of 120 points of the total 140 available points in categories 1 through 3 above to be considered responsive and have their cost proposal evaluated.

4. COST is 30% (60 points) of total possible points (200 points).	60	
Total Score – Categories 1-4	200	
Small Business Preference	10	
Disabled Veterans Business Enterprise Incentive	10	
Final Score	220	

EVALUATION SCORING AND 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. This response is considered to be an excellent standard, demonstrating the proposer's 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 for in the RFP. The proposer provided insight into their expertise, knowledge, and understanding of the subject matter.
Average	An average response meets all the requirements and has demonstrated in a clear and concise manner knowledge and understanding of the subject matter and project. This response demonstrates an average performance with no apparent deficiencies noted.
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.

CATEGORY

1. QUALITY OF PLAN (45 points)

- a. Proposal is complete and accurate (15 points)** Scoring will be based on the bidder providing a complete and accurate proposal that addresses all the elements of the Request for Proposal

Unacceptable	0	points
Poor	1-5	points
Average	6-10	points
Very Good	11-14	points
Excellent	15	points

- b. Techniques, approaches and methods to be used are appropriate for implementing the Scope of Work (15 points)** Scoring will be based on whether the proposed techniques, approaches and methods are suitable for implementing the project as outlined in the Scope of Work.

Unacceptable	0	points
Poor	1-5	points
Average	6-10	points
Very Good	11-14	points
Excellent	15	points

c. Implementation procedures are clearly defined (10 points) Scoring will be based on the clarity, thoroughness and appropriateness of the proposer's implementation procedures.

Unacceptable	0	points
Poor	1-3	points
Average	4-6	points
Very Good	7-9	points
Excellent	10	points

d. Proposer's ideas are communicated effectively throughout the proposal (5 points) Scoring will be based on the bidder's ability to communicate ideas clearly and cohesively throughout the proposal.

Unacceptable	0	points
Poor	1	points
Average	2	points
Very Good	3-4	points
Excellent	5	points

2. STATEMENT OF UNDERSTANDING (60 points)

a. Demonstrates extensive knowledge and experience auditing organic certifying agent documents and records and assessing activities to evaluate compliance with the USDA National Organic Program (NOP) regulations and Handbook (20 points) Scoring will be based on the bidder demonstrating within the proposal a comprehensive understanding and familiarity with the NOP accreditation process, particularly in the areas of recordkeeping, personnel, certification decisions, and allowed and prohibited material review.

Unacceptable	0	points
Poor	1-6	points
Average	7-13	points
Very Good	14-19	points
Excellent	20	points

b. Demonstrates extensive knowledge of the NOP, its function, regulations, policies, guidance and history (20 points) Scoring will be based on the bidder demonstrating throughout the proposal extensive knowledge of the NOP, how it functions, its historical challenges, and organic regulations.

Unacceptable	0	points
Poor	1-6	points
Average	7-13	points
Very Good	14-19	points
Excellent	20	points

- c. **Demonstrates extensive knowledge and experience planning for NOP audits (20 points)** Scoring will be based on the bidder’s demonstrated expertise and experience planning for a NOP audit.

Unacceptable	0	points
Poor	1-6	points
Average	7-13	points
Very Good	14-19	points
Excellent	20	points

3. QUALIFICATIONS OF PERSONNEL (35 points)

- a. **Established record of satisfactorily performing detailed audits of organic certifying agent documents, records, and activities to evaluate compliance with NOP regulations and Handbook (20 points)** Scoring will be based on examples from previous audits. Examples may include external audit reports or USDA reports of audits organized by or consulted on by the bidder.

Unacceptable	0	points
Poor	1-6	points
Average	7-13	points
Very Good	14-19	points
Excellent	20	points

- b. **Established record of involvement in discussions regarding NOP function, regulations, policies, recommendations and guidance or extensive knowledge of NOP history and function and currency regarding regulations, policies, recommendations, and guidance (10 points)** Scoring will be based on the bidder’s demonstrated (1) history of attending NOP events, Accredited Certifier Association events, NOSB events, and International Organic Inspector Association training and events, (2) history of involvement in the processes surrounding amending regulations, NOSB recommendations, and creating guidance documents and policies, and (3) currency in issues of the NOP and relevant to the NOP.

Unacceptable	0	points
Poor	1-3	points
Average	4-6	points
Very Good	7-9	points
Excellent	10	points

- c. **All staff on the project have provided complete resumes (5 points)** Resumes provided are thorough, well written and demonstrated the ability to meet project needs.

Unacceptable	0	points
Poor	1	points
Average	2	points
Very Good	3-4	points
Excellent	5	points

REQUIRED DOCUMENTS

The following documents must be submitted for your bid to be considered responsive:

- Proposal as outlined under Proposal Submittal Requirements
- Attachment A, Cost Proposal(s)
- Attachment B, Contractor Certification Clauses – CCC 4/2017
- Attachment C, Contractor Status Form
- Attachment D, Disabled Veterans Business Enterprise Participation Declarations, Std 843
- Attachment E, Bidder Declarations, GSPD-05-105
- Attachment F, Commercially Useful Function (CUF)
- Attachment G, Recycled Content Certification Form (CalRecycle 74)
- Attachment H, Darfur Contracting Act Certification
- Attachment I, California Civil Rights Laws Attachment
- Attachment J, Iran Contract Act of 2010 Compliance Affidavit (If \$1,000,000 or more)
- Copy of Small Business Certificate letter(s), if applicable
- Copy of DVBE Certificate letter(s), if applicable
- If corporation, proof that business is in good standing and qualified to conduct business in California
- If a nonprofit organization, proof of nonprofit status
- Copy of Business License, California Attorney License, Professional Certificates or other credentials when applicable according to the services to be performed

All required Standard (Std.) forms may be obtained at the following Department of General Services website:

<https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx>

COST PROPOSAL

January 1, 2021 through December 31, 2021

Cost per Deliverable					
Deliverable					
	Task	Position	Hourly rate	Number of Hours	Total Cost per Task
	Task	Position	Hourly rate	Number of Hours	Total Cost per Task
				Total Number of hours	Total Cost per deliverable
Deliverable					
	Task	Position	Hourly rate	Number of Hours	Total Cost per Task
	Task	Position	Hourly rate	Number of Hours	Total Cost per Task
				Total Number of hours	Total Cost per deliverable
Subcontractors	Task	Position	Hourly rate	Number of Hours	Total Cost per task
					Total Cost per deliverable
Supplies/Equipment (Breakdown)					Total
Other Costs (Identify – i.e. media costs, postage, copies)					Total
*Travel (breakdown by cost – i.e. mileage, lodging, airfare)					Total
Indirect costs (if any and % rate)					Total
					Total Proposed Cost
Bidder must identify deliverables/tasks and identify costs per task with total number of hours and total cost per deliverable.					
Cost Proposal must be submitted in Excel Spreadsheet or table in Word table using this format.					

*Travel Costs cannot exceed State rates.

COST PROPOSAL

January 1, 2022 through December 31, 2022

Cost per Deliverable					
Deliverable					
	Task	Position	Hourly rate	Number of Hours	Total Cost per Task
	Task	Position	Hourly rate	Number of Hours	Total Cost per Task
				Total Number of hours	Total Cost per deliverable
Deliverable					
	Task	Position	Hourly rate	Number of Hours	Total Cost per Task
	Task	Position	Hourly rate	Number of Hours	Total Cost per Task
				Total Number of hours	Total Cost per deliverable
Subcontractors	Task	Position	Hourly rate	Number of Hours	Total Cost per task
					Total Cost per deliverable
Supplies/Equipment (Breakdown)					Total
Other Costs (Identify – i.e. media costs, postage, copies)					Total
*Travel (breakdown by cost – i.e. mileage, lodging, airfare)					Total
Indirect costs (if any and % rate)					Total
					Total Proposed Cost
Bidder must identify deliverables/tasks and identify costs per task with total number of hours and total cost per deliverable.					
Cost Proposal must be submitted in Excel Spreadsheet or table in Word table using this format.					

*Travel Costs cannot exceed State rates.

COST PROPOSAL

January 1, 2023 through December 31, 2023

Cost per Deliverable					
Deliverable					
	Task	Position	Hourly rate	Number of Hours	Total Cost per Task
	Task	Position	Hourly rate	Number of Hours	Total Cost per Task
				Total Number of hours	Total Cost per deliverable
Deliverable					
	Task	Position	Hourly rate	Number of Hours	Total Cost per Task
	Task	Position	Hourly rate	Number of Hours	Total Cost per Task
				Total Number of hours	Total Cost per deliverable
Subcontractors	Task	Position	Hourly rate	Number of Hours	Total Cost per task
					Total Cost per deliverable
Supplies/Equipment (Breakdown)					Total
Other Costs (Identify – i.e. media costs, postage, copies)					Total
*Travel (breakdown by cost – i.e. mileage, lodging, airfare)					Total
Indirect costs (if any and % rate)					Total
					Total Proposed Cost
Bidder must identify deliverables/tasks and identify costs per task with total number of hours and total cost per deliverable.					
Cost Proposal must be submitted in Excel Spreadsheet or table in Word table using this format.					

*Travel Costs cannot exceed State rates.

COST PROPOSAL

January 1, 2024 through December 31, 2024

Option Year - One

Cost per Deliverable					
Deliverable					
	Task	Position	Hourly rate	Number of Hours	Total Cost per Task
	Task	Position	Hourly rate	Number of Hours	Total Cost per Task
				Total Number of hours	Total Cost per deliverable
Deliverable					
	Task	Position	Hourly rate	Number of Hours	Total Cost per Task
	Task	Position	Hourly rate	Number of Hours	Total Cost per Task
				Total Number of hours	Total Cost per deliverable
Subcontractors	Task	Position	Hourly rate	Number of Hours	Total Cost per task
					Total Cost per deliverable
Supplies/Equipment (Breakdown)					Total
Other Costs (Identify – i.e. media costs, postage, copies)					Total
*Travel (breakdown by cost – i.e. mileage, lodging, airfare)					Total
Indirect costs (if any and % rate)					Total
					Total Proposed Cost
Bidder must identify deliverables/tasks and identify costs per task with total number of hours and total cost per deliverable.					
Cost Proposal must be submitted in Excel Spreadsheet or table in Word table using this format.					

*Travel Costs cannot exceed State rates.

COST PROPOSAL

January 1, 2025 through December 31, 2025
Option Year - Two

Cost per Deliverable					
Deliverable					
	Task	Position	Hourly rate	Number of Hours	Total Cost per Task
	Task	Position	Hourly rate	Number of Hours	Total Cost per Task
				Total Number of hours	Total Cost per deliverable
Deliverable					
	Task	Position	Hourly rate	Number of Hours	Total Cost per Task
	Task	Position	Hourly rate	Number of Hours	Total Cost per Task
				Total Number of hours	Total Cost per deliverable
Subcontractors	Task	Position	Hourly rate	Number of Hours	Total Cost per task
					Total Cost per deliverable
Supplies/Equipment (Breakdown)					Total
Other Costs (Identify – i.e. media costs, postage, copies)					Total
*Travel (breakdown by cost – i.e. mileage, lodging, airfare)					Total
Indirect costs (if any and % rate)					Total
					Total Proposed Cost
Bidder must identify deliverables/tasks and identify costs per task with total number of hours and total cost per deliverable.					
Cost Proposal must be submitted in Excel Spreadsheet or table in Word table using this format.					

*Travel Costs cannot exceed State rates.

COST PROPOSAL

January 1, 2026 through December 31, 2026

Option Year - 3

Cost per Deliverable					
Deliverable					
	Task	Position	Hourly rate	Number of Hours	Total Cost per Task
	Task	Position	Hourly rate	Number of Hours	Total Cost per Task
				Total Number of hours	Total Cost per deliverable
Deliverable					
	Task	Position	Hourly rate	Number of Hours	Total Cost per Task
	Task	Position	Hourly rate	Number of Hours	Total Cost per Task
				Total Number of hours	Total Cost per deliverable
Subcontractors	Task	Position	Hourly rate	Number of Hours	Total Cost per task
					Total Cost per deliverable
Supplies/Equipment (Breakdown)					Total
Other Costs (Identify – i.e. media costs, postage, copies)					Total
*Travel (breakdown by cost – i.e. mileage, lodging, airfare)					Total
Indirect costs (if any and % rate)					Total
					Total Proposed Cost
Bidder must identify deliverables/tasks and identify costs per task with total number of hours and total cost per deliverable.					
Cost Proposal must be submitted in Excel Spreadsheet or table in Word table using this format.					

*Travel Costs cannot exceed State rates.

CONTRACTOR CERTIFICATION CLAUSES

CCC 04/2017

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

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

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred:

the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the 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 <https://www.dir.ca.gov/dlse/DLSE-COC.htm>, and Public Contract Code Section 6108.

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

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability,

as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

CONTRACTOR STATUS FORM

Contractor's Name _____ County _____

Address _____ Phone No. _____

_____ Fax No. _____

Federal Employer Identification No. _____ Email _____

STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS:

Individual Limited Partnership General Partnership
 Corporation Other

INDIVIDUAL:

If a sole proprietorship, state the true name of sole proprietor: _____

PARTNERSHIP:

If a partnership, list each partner, including limited partners, stating their true name and their interest in the partnership:

CORPORATION:

If a corporation, place and date of Incorporation: _____

Date corporation was authorized by Secretary of State: _____

President: _____ Vice-President: _____

Secretary: _____ Treasurer: _____

Other Officers: _____

OTHER: (Explain)

SMALL BUSINESS PREFERENCE

Are you claiming preference as a small business?

YES – Attach copy of certification letter NO

Your small business ID No. _____

All recipients applying for federal funds, including renewal funding, must have a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) Number (<https://fedgov.dnb.com/webform/>). 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, all entities must be registered in the System for Award Management (SAM) (<https://sam.gov/SAM/>).

DUNS Number: _____

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

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.

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

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 "Quicklinks" and "Find certified SB/DVBE." 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/Events-BS3/event-search.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 <https://uscontractorregistration.com/central-contractor-registration-ccr/> to identify potential DVBEs and click on the "Dynamic Small Business Search" button. 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.

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>

U.S. Small Business Administration (SBA)

Use the Central Contractor Registration (CCR) on-line database.

Internet contact only – <https://uscontractorregistration.com/central-contractor-registration-ccr/>.

(Remember to verify each DVBE's California certification).

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

DGS-PD EProcurement

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

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

Phone: (916) 375-2000

Email: eprocure@dgs.ca.gov

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

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

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

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

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

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

Fax: (916) 375-4950

Email: osdchelp@dgs.ca.gov

Commercially Useful Function Definition

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

The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of §1896.61(f); is certified in accordance with

§1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function.

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

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

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

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

DGS PD STD. 843 (Rev. 9/2019)

Formerly STD. 843

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): _____

Solicitation/Contract Number: _____ SCPRS Ref. Number: _____

(FOR STATE USE ONLY)**Section 2****APPLIES TO ALL DVBE's. Check only one box in Section 2 and provide original signatures.**

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

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

_____	_____	_____
(Printed Name of DV Owner/Manager)	(Signature of DV Owner/Manager)	(Date Signed)

_____	_____	_____
(Printed Name of DV Owner/Manager)	(Signature of DV Owner/Manager)	(Date Signed)

Firm/Principal for whom the DVBE is acting as a broker or agent: _____
 (If more than one firm, list on extra sheets) (Print or Type Name)

Firm/Principal Phone: _____ Address: _____

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

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

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

_____	_____	_____
(Printed Name)	(Signature)	(Date Signed)

_____	_____	_____
(Address of Owner)	(Telephone)	(Tax Identification Number of Owner)

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

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

PAGE ___ OF ___

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.

Signature _____

Date _____

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

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

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

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

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

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

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

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

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

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

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

Column Labels

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

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

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

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

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

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

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

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

Enter “**N/A**” if the:

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

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

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

Read the certification at the bottom of the page and complete the “Page __ of __” accordingly.

COMMERCIALLY USEFUL FUNCTION (CUF)
Instructions

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

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

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

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

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

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

Commercially Useful Function (CUF) Statement

Solicitation/Contract Number: _____

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

Prime Contractor Information

1. Prime Contractor Name: _____
2. Provide current certification(s) and number(s); and answer the following questions:
 SB # _____ MB # _____ DVBE # _____ None _____
3. Answer the following questions:
 - a) Will your business be responsible for the execution of a **distinct element** of the resulting state contract? Circle one: Yes or No
 - b) Will your business carry out the obligation by actually performing, managing or supervising the work involved? Circle one: Yes or No
 - c) Will your business perform work that is normal for your business, services and function? Circle one: Yes or No
 - d) 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.
4. Indicate the **distinct element** of work your company will perform.

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

Subcontractor Information:

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

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

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

Authorized Signature: _____

Date: _____

Printed Name and Title: _____

STATE OF CALIFORNIA Department of Resources Recycling and Recovery (CalRecycle)	To be completed by the State agency	
CalRecycle 74 (Revised 1/10 for State Agencies)	State Agency:	
<u>Postconsumer-Content Certification</u>	Purchasing Agent:	PO #:
	Phone:	E-mail:

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

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

Contractor/Company Name _____
 Address _____ Phone _____

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

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

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

 Print Name Signature Title Date

(See footnotes on the back of this page.)

FOOTNOTES:

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

C o d e	Product Categories	Product Examples	Minimum Postconsumer Content Requirement
		<i>Examples are inclusive but are not limited to the individual product.</i>	
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.
6 a	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.
6 b	Printer or Duplication Cartridges		<ul style="list-style-type: none"> 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).
1 0	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.
1 1	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 www.calrecycle.ca.gov/BuyRecycled/StateAgency/			

STATE OF CALIFORNIA

DARFUR CONTRACTING ACT CERTIFICATION

DGS PD 1 (Rev. 12/19)

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

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

OPTION #1 - CERTIFICATION

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

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

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

OPTION #2 – WRITTEN PERMISSION FROM DGS

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

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

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

STATE OF CALIFORNIA
 DEPARTMENT OF GENERAL SERVICES OFFICES OF LEGAL SERVICES
CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT

DGS OLS 04 (Rev. 01/17)

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

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

CERTIFICATION

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

Proposer/Bidder Firm Name (Printed)	Federal ID Number
-------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Executed in the County of

Executed in the State of

Date Executed

IRAN CONTRACT ACT**IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT**

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who “engages in investment activities in Iran” is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing **ONE** of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DGS list of persons engaged in investment activities in Iran.

<i>Vendor Name/Financial Institution (printed)</i>		<i>BTRC (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Print Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>City Approval (Signature)</i>	<i>(Print Name)</i>

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (printed)</i>		<i>BTRC (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Print Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>City Approval (Signature)</i>	<i>(Print Name)</i>

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)

EXHIBIT A

SCOPE OF WORK

1. Contractor agrees to provide to the California Department of Food and Agriculture (CDFA) as described herein:
2. The services shall be performed at _____ .
3. The services shall be provided during _____ .
4. The project representatives during the term of this agreement will be:

State Agency	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 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](#).

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.

SAMPLE

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 CDFA 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 CDFA project manager for the purpose of resolving the dispute. The decision of the Agency Secretary or Designee shall be final. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

3. 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 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.

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.

1. 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 (30) days prior to the expiration of this insurance. Any new insurance must comply with the original contract terms.
- b. **Policy Cancellation or Termination & Notice of Non-Renewal** – Contractor is responsible to notify the State within five (5) business days of any cancellation, non-renewal or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of the Department of General Services and the Contractor agrees no work or services will be performed prior to obtaining such approval. In the event the Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event, subject to the provisions of this contract.
- c. **Premiums, Assessments and Deductibles** – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- d. **Primary clause** – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.

- e. Insurance Carrier Required Rating – All insurance carriers must carry an AM Best rating of at least an A minus (A-) with a financial category rating of no lower than VII. If the contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- f. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- g. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligation under the contract.
- h. Available Coverages/Limits – All coverage and limits available to the contractor shall also be available and applicable to the State.
- i. Satisfying an SIR – All insurance required by this contract must allow the State to pay/and or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the Contractor's agent in satisfying any SIR is at the State's discretion.
- j. Use of Subcontractors – In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, the contractor shall include all subcontractors as insureds under Contractor's insurance or supply evidence of subcontractor's insurance to the State equal to policies, coverages and limits required of the Contractor.

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

LICENSE AND PERMIT REQUIREMENTS

The Contractor shall be an individual or firm properly licensed to do business in California in accordance with the laws of the State of California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this agreement.

If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary; however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will

need to submit to the CDFA a copy of your business license or incorporation papers for your respective state showing that your company is in good standing in that state.

In the event any license(s) and/or permit(s) expire at any time during the term of this 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.

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) days by the Contractor and CDFA Program Contract Manager normally responsible for the administration of this contract shall be brought to the attention of the Secretary of the CDFA or designated representative and the Contractor for joint resolution.

PROGRESS PAYMENTS – CONSULTING CONTRACTS

Progress payments will be made. The CDFA 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 CDFA will pay the Contractor the 10% retainage for each series of tasks.

OWNERSHIP OF DOCUMENTS

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

MULTIPLE CONTRACTORS

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

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 the CDFA 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](#). The CDFA 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 CDFA, only to the extent that such information or data is exempt from disclosure under the California Public Records Act.

PUBLICITY AND ACKNOWLEDGEMENT

The Contractor agrees that it will acknowledge CDFA'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](#).

SUBCONTRACTORS

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

The Contractor must use the Small 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 CDFA prior to the subcontractor performing any work and the CDFA 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.

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.