



CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

ACQUISITIONS MANAGEMENT SECTION
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GAVIN NEWSOM
Governor

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Secretary, Government Operations Agency

TRISTA GONZALEZ
Director

**INVITATION FOR BID NO. 2026-4040
ARMED SECURITY TRANSPORTATION SERVICES**

NOTICE TO PROSPECTIVE BIDDERS

Date: June 3, 2026

The California Department of Tax and Fee Administration (CDTFA) is releasing Invitation for Bid (IFB) NO. 2026-4040 entitled **Armed Security Transportation Services**.

Bidders are advised to check the Cal eProcure website for addendums, modifications, and updates to the bid documents. CDTFA is not responsible for failure of the prospective bidder to check for any bid document updates, changes, or answers to questions posted on Cal eProcure. Failure to periodically check the website will be at the bidder's sole risk.

In submitting your bid, you must comply with the instructions found herein. Be advised, your bid response will become public record once the Contract becomes final. The CDTFA will provide access to all records upon request unless the law provides an exemption from mandatory disclosure, or a court order is provided.

In the opinion of the CDTFA, this IFB package is complete and without need of explanation. The contact person for this IFB is:

Acquisitions Analyst:
Jonny Hoang
California Department of Tax and Fee Administration
Acquisitions Management Section (AMS)
651 Bannon Street, Suite 100, MIC 24
Sacramento, CA 95811
Telephone: (916) 309-5430
Email: ADMIN-AMSCONTRACTS@CDTFA.CA.GOV
CC: Jonny.Hoang@cdtfa.ca.gov

Please note that no verbal information given will be binding upon the State unless such information is issued in writing as an official addendum. CDTFA reserves the right to reject any and all of the bidders' final responses.

The electronic documentation sent via this email transmission shall not be altered in any manner. The State's copy of the electronic documentation developed for this IFB, is for the purposes of issuing a binding contract and shall be considered the ORIGINAL.

Jonny Hoang

AMS Contract Analyst

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➤ **REQUIRED BID DOCUMENTS CHECKLIST**

1. Exhibit B-1 Rate Sheet - (*Attachment 1*)
 2. Bid/Bidder Certification Sheet - (*Attachment 2*)
 3. Payee Data Record (Std. 204) which can be accessed on the DGS/PD website, linked here: [STD 204 - Payee Data Record \(ca.gov\)](#)
 4. Bidder Declaration/Written Version GSPD-05-105 (written), which can be accessed on the DGS/PD website, linked here: [Bidder Declaration - Written GS PD-05-105 \(ca.gov\)](#).
 5. Disabled Veteran Business Enterprise (DVBE) Declaration (DGS PD Std. 843) which can be accessed on the DGS/PD website, linked here: [DVBE Declaration DGS PD Std 843 \(ca.gov\)](#)
 6. Darfur Contracting Act, DGS PD 1, which can be accessed on the DGS/PD website, linked here: [Darfur Contracting Act Certification DGS PD 1 \(ca.gov\)](#)
 7. Each bidder shall be responsible for providing 3 business references which should include the company name, address, phone number and email address that would allow CDTFA to perform reference check prior to the award.
 8. California Civil Rights Laws Attachment (DGS OLS 04) which can be found on the DGS/PD website linked here: [CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT \(ca.gov\)](#)
 9. Commercially Useful Function (CUF) Compliance Form - (Attachment 3)
- Note: The CUF Form is not required if neither a Small Business nor Disabled Veteran Business Enterprise will be participating. More detail information regarding CUF is located online on the DGS/PD website linked here: [Commercially Useful Function for Certified Firms \(ca.gov\)](#)

➤ **SAMPLE STD. 213 STANDARD AGREEMENT FORM ([ATTACHMENT 4](#))**

[EXHIBIT A - Statement of Work](#)
[EXHIBIT B – Budget Detail and Payment Provisions](#)
[EXHIBIT B-1 – Rate Sheet](#)
[EXHIBIT C – General Terms and Conditions \(*Online Link*\)](#)
[EXHIBIT D – Special Terms and Conditions](#)
[EXHIBIT E – Additional Provisions](#)

BIDDER REQUIREMENTS AND INFORMATION

1. PURPOSE

- A. Successful bidder, hereinafter referred to as "Contractor," agrees to provide to the California Department of Tax and Fee Administration, hereinafter referred to as "CDTFA" or the "State," Armed Security Transportation Services as needed to assist CDTFA staff to safely pick-up and/or transport seized cannabis products (could include tobacco products) from various locations throughout California to CDTFA locations, as described herein. Together, the CDTFA and Contractor are referred to as "Parties."
- B. Contractor shall provide licensed armed security guards and a vehicle, to provide escort and/or transport services for CDTFA's Northern California and Southern California Investigations and Inspections Sections' (IIS) teams. CDTFA's IIS team members will collect the seized product from predetermined locations and the Contractor will either provide escort services and/or transport the product to one of two designated IIS' facilities, located in Santa Fe Springs, California or in West Sacramento, California and possibly to other designated destinations throughout California on an as-needed basis.
- C. The services shall be performed from July 1, 2026, or upon DGS approval, whichever is later through June 30, 2028. Contractor shall provide service on a regularly scheduled basis, and occasionally on an as needed basis, for both the CDTFA's IIS' storage locations to be prescribed by CDTFA except weekends and [State Holidays](#).
- D. The Contractor is not authorized to commence work, as described in this Contract, until the Contract has been fully executed. Any services provided prior to execution of the Contract shall be considered voluntary and non-compensable.

2. CONTRACTOR'S MINIMUM QUALIFICATIONS

Contractor shall furnish the CDTFA with copies of all required or applicable licenses, endorsements, permits, registrations, identification numbers, and certifications, demonstrating that the Contractor is legally authorized to provide armed security and transport services. These documents include but are not limited to:

- A. A valid/active armed security guard license from California Bureau of Security and Investigative Services (BSIS) for all employees providing the services to CDTFA.
- B. The Bidder must have at least three (3) or more years' experience providing licensed armed security escort services. Certifications, professional references, or resume must be provided to verify experience.
- C. A certificate of insurance, including for general liability, employers' liability, workers' compensation insurance, and cannabis approved insurance.

3. AMENDMENT

This Agreement may be amended to add or remove start and end points and/or extend the term end date for one (1) additional year, at the rates listed in Exhibit B-1, Rate Sheet. If the CDTFA exercises this option, it will initiate an amendment to encumber additional funds, as applicable.

4. CONTRACTOR'S RESPONSIBILITIES

Contractor's responsibilities include but are not limited to the following:

- A. Provide licensed armed security guards and a vehicle to securely escort, and/or directly transport cannabis goods seized by CDTFA's Northern California and Southern California IIS' teams. CDTFA team members will collect the seized product from predetermined locations and the Contractor will either escort CDTFA's IIS team members and/or transport the product to one of two designated IIS' facilities, located in Santa Fe Springs, California or in West Sacramento, California, and possibly to other designated destinations throughout California on an as-needed basis.
- B. Shall allow IIS team members to unload the seized product from the transport and then inventory the product as per IIS' procedures (as detailed in Item 5, Additional Services and/or Other Considerations). The Contractor's personnel on-site at the designated IIS location will provide security while the product is being secured in IIS' facility.
- C. Attend a briefing which typically occurs to coordinate/communicate any issues/plan details regarding the operation prior to the transportation of the sized products.
- D. Perform all services under this Agreement without the use of subcontractors.
- E. All Contractor personnel shall wear an employer-issued uniform and shall carry an employer-issued photo identification badge and a valid California Bureau of Security and Investigative Services (BSIS) license at all times while performing services for CDTFA.

5. ADDITIONAL SERVICES AND/OR OTHER CONSIDERATIONS

The following are the step-by-step procedures for requesting escort/transport services:

- A. CDTFA team members shall request services of a minimum of two (2) armed guards and transportation at least forty-eight (48) hours in advance of the date services will be needed. Emergency requests (less than 48 hours) will be on a case-by-case basis based on availability.
- B. CDTFA authorized IIS team member shall complete and sign the Request for Services Form (RFS) and transmit it by fax/e-mail to the Contractor.
- C. Upon receipt of the RFS Form from CDTFA, Contractor shall sign the RFS Form in the designated area and transmit it by fax/email back to the CDTFA team member.
- D. Upon arrival at the location of operation, Contractor will record the relevant information of employee's name and vehicle mileage from starting location on the Daily Report Form (DR). At the end of the operation, Contractor will be required to calculate the "Start Time", "Ending Time," "Total Time," and "Total Miles." The calculations will include the travel time and mileage to the Contractor's end location.
- E. After the Contractor signs the DR Form, the Contractor will have the CDTFA team member approve the Daily Report Form. Upon approval, the CDTFA team member will keep a copy and return the Daily Report Form to the Contractor.

6. CDTFA'S RESPONSIBILITIES

CDTFA's responsibilities include but is not limited to the following:

- A. Pay for armed escort/transportation services at current rates (as listed in Exhibit B-1 Rate Sheet (Attachment 1). Any hours worked by Contractor over 8 hours, CDTFA will pay at one and one-half (1 ½) times the hourly rate identified in Exhibit B-1, Rate Sheet (Attachment 1).
- B. CDTFA may cancel any requested services by giving Contractor's Twenty-four (24) hours' notice by telephone or in writing electronically. During an identified emergency, criteria below may be flexible if mutually agreed upon by all parties.
- C. CDTFA shall not incur a liability if notice of cancellation is provided to the Contractor, more than twenty-four (24) hours prior to the operation of the service.
- D. If cancellation is less than 24 hours, four (4) hours will be charged for each employee plus cost of vehicle rental.
- E. Shall pay only for approved services, and not for any timely cancellations.
- F. Receive and review invoices to verify accuracy of cost and to provide payment for contract services upon satisfactory completion of service to CDTFA's specifications. Invoice is to be submitted to CDTFA after operation is completed.
- G. Reserves the right to take photos and/or video during the transfer/destruction process. The photo and/or video files are maintained by IIS as proof of transfer/destruction.
- H. At its option, immediately terminate the Agreement if any emergency situation arises which causes the closure of either IIS facility and shall have the right to terminate for convenience upon thirty (30) days' notice.

7. CONFIDENTIALITY STATEMENT AND CRIMINAL BACKGROUND CHECK

- A. Contractor shall adhere to all State laws safeguarding the confidentiality of State data and information. Prior to initiating work, all Contractor staff must sign a Confidentiality Statement, Form CDTFA-4.
- B. Per Government Code section 1044, Contractor personnel, including any replacement and substitute personnel and subcontractors, performing work described under this Contract shall be required to submit and clear a criminal background check via fingerprinting and completion of a Form CDTFA 298c Criminal History Review. Fingerprints shall be sent to the California Department of Justice for information regarding prior criminal history. Based upon the results, CDTFA reserves the right to prohibit individuals from performing work under this Contract and to re-initiate criminal background checks.

8. CONTRACTOR'S PERFORMANCE

- A. CDTFA shall routinely evaluate the work performance of the Contractor to determine if CDTFA standards, policies and procedures are being maintained.
- B. Contractor's failure to satisfactorily provide services as described under this Agreement on three (3) or more occasions may result in termination of this Agreement per Exhibit C, Termination for Cause.

- C. Within a reasonable time period after an unsatisfactory performance event, the CDTFA Contract Manager or designee shall provide in writing the reasons the Contractor did not meet the required policies or standards. CDTFA shall not pay Contractor for any services performed by Contractor which are deemed unacceptable in accordance with the services described under this Agreement.

9. SUSPENSION OR STOP WORK NOTIFICATION

- A. CDTFA may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification shall be a written directive issued by the CDTFA. Upon receipt of said notice, the Contractor is to suspend and/or stop all or part of the work as described in the written notice. The suspension or stop work notice shall remain in effect as described in the CDTFA's written notice to Contractor.
- B. The Contractor shall immediately comply with the suspension or stop work notice and take all reasonable steps to minimize and/or halt the incurrence of costs allocable to the performance described by the notification during the period of work suspension or stoppage.

Within thirty (30) days of the initial issuance of a suspension or stop work notification, CDTFA shall either:

- 1) Cancel, extend, or modify the suspension or stop work notification; or
 - 2) Terminate the Agreement per Exhibit C.
- C. If a suspension or stop work notification issued under this section is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of CDTFA.
- D. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, Deliverables, performance dates, and/or Contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.
- E. CDTFA shall not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this section.

10. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, the Contractor represents that it is not a target of Economic Sanctions. Should the State determine the Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

11. HEALTH AND SAFETY

Contractor is required to, at their own expense, comply with all applicable health and safety laws and regulations. Upon notice, Contractor is required to comply with the CDTFA's specific health and safety requirements and policies. Contractor agrees to include in any subcontract related to

performance of this Agreement, a requirement that the subcontractor comply with all applicable health and safety laws and regulations, and upon notice, the CDTFA's specific health and safety requirements and policies.

12. PROHIBITION ON TAX DELINQUENTS

Persons or companies identified as the largest tax delinquents by the Franchise Tax Board (FTB) or the (CDTFA) under authority of Sections 7063 or 19195 of the Revenue and Taxation Code, shall be disqualified from the bidding process.

Pursuant to PCC §10295.4, contracts are void and unenforceable if a Contractor is included on tax delinquency lists. (a) Notwithstanding any other law, a state agency shall not enter into any contract for the acquisition of goods or services with a contractor whose name appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. Any contract entered into in violation of this subdivision is void and unenforceable.

13. GENERATIVE ARTIFICIAL INTELLIGENCE DISCLOSURE OBLIGATIONS (GENAI)

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

Per Executive Order N-12-23, all Bidders / Offerors must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI

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

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

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

14. PROHIBITION OF UNAUTHORIZED USE OF CDTFA LOGO AND NAME

The name "California Department of Tax and Fee Administration" and the CDTFA logo (collectively referred to as the "CDTFA Marks"), are the exclusive property of California Department of Tax and Fee Administration ("CDTFA").

- A. **Unauthorized Use:** No individual, entity, or organization (hereinafter referred to as "User") shall
- B. Use, reproduce, distribute, or display the CDTFA Marks in any manner without the prior written consent of CDTFA. This prohibition includes, but is not limited to, use in advertising, promotional materials, websites, social media, and any other form of communication.
- C. **Request for Permission:** Any User seeking to use the CDTFA Marks must submit a written request to CDTFA, detailing the intended use, context, and duration of such use. CDTFA reserves the right to grant or deny permission at its sole discretion.

- D. **Consequences of Unauthorized Use:** Any unauthorized use of the CDTFA Marks may result in legal action, including but not limited to, claims for damages, injunctive relief, and any other remedies available under applicable law.
- E. **Modification of Terms:** CDTFA reserves the right to modify these terms at any time without prior notice. Continued use of the CDTFA Marks after such modifications shall constitute acceptance of the revised terms.

15. SCHEDULE OF EVENTS

Event	Date	Time
IFB available to prospective bidders	Wednesday, June 3, 2026	5:00 PM
Written questions regarding IFB are due by (Note: See additional info in Section 16.)	Friday, June 5, 2026	1:00 PM
Written responses to IFB questions released by	Wednesday, June 10, 2026	4:00 PM
Final date for Bid Submission and Bid Opening/Evaluation (Note: See additional info in Section 17.)	Tuesday, June 16, 2026	4:00 PM
Intent to Award	Wednesday, June 17, 2026	4:00 PM
Proposed start date of contract	July 1, 2026, or upon DGS approval, whichever is later	N/A

16. WRITTEN QUESTIONS

Submit all written questions via electronic mail (email) to CDTFA AMS'S Inbox at: ADMIN-AMSContracts@cdtfa.ca.gov and CC: Jonny.Hoang@cdtfa.ca.gov, the contact person indicated on the cover page of this IFB package no later than the date and time specified in Section 15. Schedule of Events. Written responses to IFB questions will be released by the date and time specified in Section 15. Schedule of Events and viewable in the online project advertisement in Cal eProcure at: www.caleprocure.ca.gov.

17. SUBMISSION OF BIDS

- A. Bids must be submitted via email, no later than the date and time specified in Section 15. Schedule of Events.

Bids submitted via email must be sent to the CDTFA AMS'S Inbox at: ADMIN-AMSContracts@cdtfa.ca.gov and CC: Jonny Hoang at Jonny.Hoang@cdtfa.ca.gov

- B. The email must contain the following in the subject line:

- 1) **BIDDER'S/COMPANY'S NAME**
- 2) In the body of the email, provide a short sentence to identify the service requested, the IFB number, and send it **ATTN: Jonny Hoang**

- C. Bids must be received by the CDTFA no later than the date and time specified in Section 15. Schedule of Events. **Any bid received after the specified due date and time will not be accepted and shall be returned to the bidder as a rejected bid.** It is CDTFA's policy to

make every effort to ensure that all bids have been received and properly time stamped and certified; however, bidders are ultimately responsible for ensuring timely receipt of their bid. Bidders may verify receipt of their bid by contacting the person identified in the cover letter of this IFB prior to the Bid Opening.

- D. Bids shall include all required bid documents identified in the **Required Bid Documents Checklist**. **Only submit the required bid documents with your bid, not the entire IFB package.** Bids not including the required bid documents shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements. Additionally, bid documents mailed or personal delivery shall be stapled and placed in a secure envelop; bid documents DO Not need to be placed in a binder or folder for submission.
- E. **All required bid documents submitted by mail or personal delivery must be printed single-sided.** Bids that include required bid documents that are printed double-sided shall be deemed non-responsive.
- F. All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm.
- G. Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications shall not be considered and shall cause a bid to be rejected.
- H. Costs for developing bids in anticipation of award of the contract are entirely the responsibility of the bidder and shall not be charged to the CDTFA.
- I. An individual who is authorized to bind the bidding firm contractually shall sign the **Bid/Bidder Certification Sheet (Attachment 2)**. The signature must indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.
- J. A bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, shall not be considered.
- K. A bidder may withdraw their bid by submitting a written withdrawal request to the CDTFA, signed by the bidder or an authorized agent. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.
- L. The CDTFA may modify this IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received a bid package.
- M. Bidders are cautioned to not rely on the CDTFA during the evaluation to discover and report to the bidder any defects and errors in the submitted documents. Bidders, before submitting their documents, should carefully prove them for errors and adherence to the IFB requirements.
- N. Where applicable, bidders should carefully examine work sites and specifications. Bidders shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the contract amount shall be made due to a lack of careful examination of work sites and specifications.
- O. Bidders should be aware that marking a document "confidential" or "proprietary" in a bid may exclude a bid from consideration for award and will not keep that document from being released after notice of award as part of the public record unless a court has ordered the CDTFA not to release the document. Any disclosure of confidential information provided by

a bidder is a basis for rejecting the bidder's bid and ruling the bidder ineligible to further participate.

18. DISPOSITION OF BIDS

All documents submitted in response to this IFB shall become the property of the State of California and shall be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.). However, the contents of all proposals, draft bids, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a bidder's bid, shall be held in the strictest confidence until notice of award is released. The content of all working papers and discussions relating to a bid shall be held in confidence indefinitely, unless the public's interest is best served by an item's disclosure because of its direct pertinence to a decision, agreement, or evaluation of a bid. Bid packages may be returned only at the bidder's expense unless such expense is waived by the CDTFA.

19. EVALUATION AND SELECTION

- A. Each bid shall be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- B. The CDTFA shall put each bid through a process of evaluation to determine its responsiveness to the CDTFA's needs.
- C. A bidder may be deemed not responsible, and their bid may be rejected if they have previously been terminated for cause/breach for the same or similar services at the location designated in this IFB.
- D. All bids may be rejected whenever the CDTFA determines that the cost is not reasonable or otherwise in the best interest of the CDTFA. There is no requirement to award a contract if, in the opinion of the CDTFA, no bids were received containing a reasonable contract price or if there is another business-based reason not to make an award.
- E. Bids that contain false or misleading statements, or which provide references that do not support an attribute or condition claimed by the bidder, may be rejected. If, in the opinion of the CDTFA, such information was intended to mislead the CDTFA in its evaluation of the bid, and the attribute, condition, or capability is a requirement of this IFB, it shall be the basis for rejection of the bid.
- F. A bid may be rejected if it is conditional or incomplete. The CDTFA may reject any or all bids and may waive any immaterial deviation in a bid. The CDTFA's waiver of immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the contract.
- G. State's General Terms and Conditions (GTC) for Non-IT Services are not negotiable. The GTC may be viewed on the internet at: [General Terms and Conditions \(GTC 02/2025\)](#).
- H. The final selection shall be made based on the **lowest responsible responsive bid**. In the event there is tie, each of the tied bidders shall be contacted by the contact person indicated on the cover page of this IFB regarding a date and time for a flip of a coin. The bidder whose bid was received first shall make the call. Bidders or their authorized representative(s) are allowed to be present for the flip of the coin.

20. NOTICE OF INTENT TO AWARD CONTRACT

Upon written request by any bidder via email, or regular mail, or personal delivery prior to award

of the contract, the CDTFA shall email and post in Cal eProcure, a written notice of intent to award contract no less than five (5) CDTFA business days prior to awarding the contract. All written requests must be submitted to and received by the contact person indicated on the cover page of this IFB prior to award of the contract.

21. PROTEST

- A. If any bidder, prior to the award of the contract, files an initial protest with the CDTFA and the Department of General Services (DGS) on the grounds that the protesting bidder is the lowest responsive responsible bidder, the contract shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.
- B. Within five (5) calendar days after filing an initial protest with the CDTFA and DGS, the protesting bidder shall file a full and complete written statement with the CDTFA and DGS specifying the grounds for the protest, including: the IFB number, the name of the State agency involved, and the agency contract person. Protestants should also include their fax number if they have one.
- C. A written protest must be sent by regular mail, emailed, courier, or personal delivery to both of the following:

Department of General Services
Office of Legal Services
Attn: Protest Coordinator
707 3rd. Street 7th Floor
West Sacramento, CA 95605
email: OLSProtests@dgs.ca.gov

California Department of Tax and Fee
Administration/Contracts Unit
Attn: Jonny Hoang
651 Bannon Street, Suite 100, MIC:24
Sacramento, CA 95811
email: ADMIN-AMSCONTRACTS@CDTFA.CA.GOV

22. NOTICE OF CONTRACT AWARD

The CDTFA shall email, or mail bidding contractors a written notice of contract award.

23. STANDARD CONDITIONS OF SERVICE

- A. Following the release of the written notice of contract award, the CDTFA shall email, fax, or mail the awarded contractor a prepared contract for signature that includes a cover letter instructing the awarded contractor on how to proceed. The cover letter may request that additional information and/or required documents be provided by the awarded contractor before the contract can be fully executed.
- B. Services shall be available on the expressed date set by the CDTFA after all approvals have been obtained and the contract is fully executed.
- C. All performance under the contract shall be completed on or before the termination date of the contract.
- D. No oral understanding or agreement shall be binding on either party.

24. REQUIRED DOCUMENTS (AWARDED CONTRACTOR)

- A. Prior to approval of the contract, the awarded contractor shall provide to CDTFA the following required documents within ten (10) calendar days. If the awarded contractor fails to provide the CDTFA with all of the following required documents within the above specified number

of calendar days, the CDTFA may deem the awarded contractor as non-responsive and may rescind the contract award:

1) California Civil Rights Law Certification (Per Public Contract Code 2010)

The awarded Contractor shall sign and submit to the CDTFA, California Civil Rights Law Certification if the total Contract amount exceeds \$100,000.00. The form can be found on the DGS/PD website, linked here: [California Civil Rights Laws Attachment \(ca.gov\)](#).

2) Iran Contracting Act Certification

The awarded Contractor shall sign and submit to the CDTFA, Iran Contracting Act if the total Contract amount exceeds \$1,000,000.00. The form can be found on the DGS/PD website, linked here: [Iran Contracting Act Verification Form \(ca.gov\)](#).

25. PREFERENCE PROGRAMS SMALL BUSINESS/MICRO BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE (SB/MB/DVBE)

A. Small Business/Micro Business (SB/MB) Enterprise Preference Program

- 1) A five percent (5%) preference will be granted to Bidders certified as “Small Business” or “Microbusiness” in accordance with California Code of Regulations, Title 2, § 1896 et. seq. A business that is not certified as a SB/MB may receive a preference of 5% if that business commits to subcontract at least 25% of its net bid price with one or more SB or MB. The value of the SB/MB preference cannot exceed \$50,000.00 when a contract award is based upon award to the lowest bid.
- 2) A certified SB/MB may only be displaced by another certified SB/MB with a higher percentage of DVBE participation and a lower adjusted Bid price.
- 3) If the Bidder is not already a Certified SB/MB, applications for certification as “Small Business” or “Micro Business” must be submitted to the Office of Small Business and DVBE Certification (OSDS), 707 3rd Street, First Floor, Suite 1-400, West Sacramento, CA 95605.
- 4) Submit a copy of your OSDS certification email confirmation with the Bid Form.
- 5) Pursuant to Section 1896.14, in order to receive the small business preference, Bidders must have a completed application (including proof of annual receipts) on file with the OSDS. The Bidder must have requested a preference from OSDS and meet all applicable requirements under the subchapter and the State Small Business Procurement and Contract Act.

Note: Firms can apply for SB/MB and or DVBE certification on the OSDS website linked here: [Application for Certification as a SB/MB and/or DVBE \(ca.gov\)](#)

B. DVBE Participation

- 1) The DVBE Participation Program for state contracts is established in Public Contract Code, § 10115 et seq., Military and Veterans Code (MVC), § 999 et seq., and California Code of

Regulations, Title 2, § 1896.60 et seq. Military and Veterans code Section 999.2 establishes a contract participation goal of at least three percent (3%) for DVBE. This

goal applies to a state agency's overall contracting program. For the purpose of this solicitation the DVBE program requirements are waived. Bidders must have DVBE Participation of no less than the required goal. The DVBE Incentive does not alter this requirement.

- 2) A DVBE Incentive will be granted to bidders achieving DVBE Participation of one percent (1%) or more of their Bid total, in accordance with Military and Veterans Code, § 999.5(a) and (d), and California Code of Regulations §1896.98 et seq.
- 3) The DVBE Incentive will be applied during the Bid evaluation process and will only be applied to responsive Bids. Any Small Business Preference will be calculated prior to the DVBE Incentive calculation.

Bidders that achieve a DVBE Participation of one percent (1%) or more will have the DVBE Incentive applied to their Bid in an attempt to displace the apparent low Bidder. The percentage of DVBE Incentive will be equal to the percentage of DVBE participation, and subject to a minimum of one percent (1%) and a maximum of five percent (5%).

- 4) Each Bidder's DVBE Incentive percentage will be computed and subtracted from the lowest responsive Bid amount. Calculations to determine adjusted Bid price are for consideration only and the Contract will be awarded for the Bidder's actual Bid amount.
- 5) Bidders who have been certified by California as a DVBE should submit a completed form(s) DVBE DGS PD. 843. All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). Should the form not be included with the solicitation, contact the State contracting official or obtain a copy online from OSDS website at: [Disabled Veterans Business Enterprise Declarations \(ca.gov\)](https://www.cdpr.ca.gov/Programs/OPA/Pages/NR2019-0001.aspx)
- 6) The completed form should be included with the quotation/Bid response.

26. AMERICANS WITH DISABILITIES ACT (ADA)

The Contractor certifies it complies with the Americans with Disabilities Act of 1990 (42 U.S.C. section 12101, et seq.).

ATTACHEMENT 2**BID/BIDDER CERTIFICATION SHEET**

Your bid may be deemed non-responsive by the CDTFA if you fail to complete, sign, and submit this document with your bid.

- A. Our bid is submitted as detailed in Attachment 1, Rate Sheet.
- B. All required bid documents are included with our bid.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

BIDDER INFORMATION		
1. BIDDER'S LEGAL BUSINESS NAME:		
2. ADDRESS, CITY, STATE, ZIP CODE:		
3. TELEPHONE NUMBER:	4. FAX NUMBER:	5. EMAIL ADDRESS:
ORGANIZATION TYPE		
6. SOLE PROPRIETORSHIP/SINGLE MEMBER LLC. ☐ 7. PARTNERSHIP ☐ 8. CORPORATION ☐		
9. FEDERAL EMPLOYER ID NUMBER (FEIN):	10. CALIFORNIA CORPORATION NUMBER (If Applicable):	
LICENSES AND/OR CERTIFICATIONS (If Applicable)		
11. CONTRACTORS' LICENSE NUMBER:	12. PUC LICENSE NUMBER CAL-T:	13. ADDITIONAL REQUIRED LICENSES/CERTS:
14. Is this company certified by the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprises Services (OSDS) as any of the following:		
A. SMALL BUSINESS ENTERPRISE? (☐ YES* ☐ NO) →		*If "YES" , enter certification number: _____
B. DISABLED VETERAN BUSINESS ENTERPRISE? (☐ YES* ☐ NO) →		*If "YES" , enter certification number: _____
C. If an application for certification is pending, what date was the application submitted to the OSDS? → _____		
*Provide proof of your certification via a printout from the DGS/OSDS Cal eProcure website if either A or B above is checked "YES" .		
BIDDER'S AUTHORIZED REPRESENTATIVE		
15. NAME (Print):	16. TITLE:	
17. SIGNATURE:	18. DATE:	

ATTACHMENT 2**COMPLETION INSTRUCTIONS FOR BID/BIDDER CERTIFICATION SHEET**

Complete the numbered items on the Bid/Bidder Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 3, 4, 5	Must be completed. These items are self-explanatory.
6	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
7	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
8 ☐	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
9	Enter your Federal Employer Identification Number (FEIN)
10	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
11	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
12	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
13	Complete, if applicable, by indicating the type of additional licenses and/or certifications that your firm possesses that are required for the type of services being procured.
14	If certified as a Small Business Enterprise, place a check in the "Yes" checkbox next to "A", and enter your certification number. If certified as a Disabled Veteran Business Enterprise, place a check in the "Yes" checkbox next to "B" and enter your certification number. If you are not certified as either a Small Business Enterprise or Disabled Veteran Business Enterprise, place a check in the "No" checkbox next to both "A" and "B". If your certification is pending, enter the date your application was submitted to the Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS).
15, 16, 17, 18	Must be completed. These items are self-explanatory.

ATTACHMENT 3**COMMERCIALLY USEFUL FUNCTION (CUF) VERIFICATION FORM**

All bidders must complete the CUF Verification Form and include it with the bid response.

This form must be completed and returned in order for the bid to be considered responsive if any of the following are involved:

- Certified SB/DVBE prime contractors who are not the direct manufacturer of the contracted goods or direct provider of contracted services and not using subcontractors
- Certified SB/DVBE prime contractors using any subcontractors
- Certified SB/DVBE subcontractors

Military and Veterans Code Section 999 and Government Code Section 14837 establish that a certified SB or DVBE must perform a "commercially useful function (CUF)". CUF is defined as a business that meets ALL of the following four requirements:

Vendor Name:	Certification #:
Certified vendor is responsible for the execution of a distinct element of the work of the proposed contract?	Yes ☐ No ☐
Certified vendor carries out its obligation by actually performing, managing, or supervising the work involved?	Yes ☐ No ☐
Certified vendor performs work that is normal for its business services, and function?	Yes ☐ No ☐
Certified vendor is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices?	Yes ☐ No ☐

If the answer to any of the questions listed above is "No", the certified vendor in question is not performing a CUF and will not be considered for the proposed contract "as is".

Please sign and return this form as required by the solicitation.

Print Name:	Title:
Signature:	Date:

ATTACHMENT 4

SAMPLE DO NOT COMPLETE OR SUBMIT WITH YOUR BID!

SCO ID: 7600-20264040

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

2026-4040

PURCHASING AUTHORITY NUMBER (If Applicable)

CDTFA 7600

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

CONTRACTING AGENCY NAME

CA Dept. of Tax and Fee Administration

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

July 1, 2026, or upon DGS approval, whichever is later

THROUGH END DATE

June 30, 2028

3. The maximum amount of this Agreement is:

\$ XXX,XXX.XX

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	Statement of Work	
Exhibit B	Budget Detail and Payment Provisions	
Exhibit B-1	Rate Sheet	
+ -	Exhibit C* General Terms and Conditions (GTC 02/2025)	Online
+ -	Exhibit D Special Terms and Conditions	
+ -	Exhibit E Additional Provisions	

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

SCO ID: 7600-20264040

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
2026-4040	CDTFA 7600

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME				
CA Dept. of Tax and Fee Administration				
CONTRACTING AGENCY ADDRESS		CITY	STATE	ZIP
651 Bannon Street, Suite 100, M/C: 24		Sacramento	CA	95811
PRINTED NAME OF PERSON SIGNING		TITLE		
Sakinah Carter		Supervisor I, Acquisitions Management Section		
CONTRACTING AGENCY AUTHORIZED SIGNATURE		DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL		EXEMPTION (If Applicable)		

EXHIBIT A STATEMENT OF WORK

1. PURPOSE

- E. Successful bidder, hereinafter referred to as “Contractor,” agrees to provide to the California Department of Tax and Fee Administration, hereinafter referred to as “CDTFA” or the “State,” Armed Security Transportation Services as needed to assist CDTFA staff to safely pick-up and/or transport seized cannabis products (could include tobacco products) from various locations throughout California to CDTFA locations, as described herein. Together, the CDTFA and Contractor are referred to as “Parties.”
- F. Contractor shall provide licensed armed security guards and a vehicle, to provide escort and/or transport services for CDTFA's Northern California and Southern California Investigations and Inspections Sections' (IIS) teams. CDTFA's IIS team members will collect the seized product from predetermined locations and the Contractor will either provide escort services and/or transport the product to one of two designated IIS' facilities, located in Santa Fe Springs, California or in West Sacramento, California and possibly to other designated destinations throughout California on an as-needed basis.
- G. The services shall be performed from July 1, 2026, or upon DGS approval, whichever is later through June 30, 2028. Contractor shall provide service on a regularly scheduled basis, and occasionally on an as needed basis, for both the CDTFA's IIS' storage locations to be prescribed by CDTFA except weekends and [State Holidays](#).
- A. The Contractor is not authorized to commence work, as described in this Contract, until the Contract has been fully executed. Any services provided prior to execution of the Contract shall be considered voluntary and non-compensable.

2. CONTRACT MANAGERS

CDTFA Contract Manager	Contract Manager
Division/Branch/Unit:	Company Name:
Contact Name:	Contact Name:
651 Bannon Street, Address: Suite 100, MIC: Sacramento, CA 95811	Address:
Phone:	Phone:
Email:	Email:

EXHIBIT A STATEMENT OF WORK

Direct all Contract inquiries to:

CDTFA Representative	Contract Manager
Business Management Bureau/Acquisitions Management Section	Company Name:
Contact Name: Contracts Unit	Contact Name:
Address: 651 Bannon Street, Suite 100, MIC: 24 Sacramento, CA 95811	Address:
Phone: (916) 309-5421	Phone:
Email: acquisitionscoor@cdtfa.ca.gov	Email:

Either Party's Contract Manager may be changed without a formal amendment to this Contract. The changing Party will notify the other Party in writing as soon as the changing Party is aware of the staffing changes. The written notice shall be via mail or email and will contain the new Contract Manager's name, mailing address, email address, and telephone number.

3. **CONTRACTOR'S MINIMUM QUALIFICATIONS**

Contractor shall furnish the CDTFA with copies of all required or applicable licenses, endorsements, permits, registrations, identification numbers, and certifications, demonstrating that the Contractor is legally authorized to provide armed security and transport services. These documents include but are not limited to:

- D. A valid/active armed security guard license from California Bureau of Security and Investigative Services (BSIS) for all employees providing the services to CDTFA.
- E. The Bidder must have at least three (3) or more years' experience providing licensed armed security escort services. Certifications, professional references, or resume must be provided to verify experience.
- F. A certificate of insurance, including for general liability, employers' liability, workers' compensation insurance, and cannabis approved insurance.

4. **AMENDMENT**

This Agreement may be amended to add or remove start and end points and/or extend the term end date for one (1) additional year, at the rates listed in [Exhibit B-1](#), Rate Sheet. If the CDTFA exercises this option, it will initiate an amendment to encumber additional funds, as applicable.

5. **CONTRACTOR'S RESPONSIBILITIES**

Contractor's responsibilities include but are not limited to the following:

- A. Provide licensed armed security guards and a vehicle to securely escort, and/or directly transport cannabis goods seized by CDTFA's Northern California and Southern California IIS' teams. CDTFA team members will collect the seized product from predetermined locations and

EXHIBIT A STATEMENT OF WORK

the Contractor will either escort CDTFA's IIS team members and/or transport the product to one of two designated IIS' facilities, located in Santa Fe Springs, California or in West Sacramento, California, and possibly to other designated destinations throughout California on an as-needed basis.

- B. Shall allow IIS team members to unload the seized product from the transport and then inventory the product as per IIS' procedures (as detailed in Item 6, Additional Services and/or Other Considerations). The Contractor's personnel on-site at the designated IIS location will provide security while the product is being secured in IIS' facility.
- C. Attend a briefing which typically occurs to coordinate/communicate any issues/plan details regarding the operation prior to the transportation of the sized products.
- D. Perform all services under this Agreement without the use of subcontractors.
- E. All Contractor personnel shall wear an employer-issued uniform and shall carry with them an employer-issued photo identification badge and valid California Bureau of Security and Investigative Services'(BSIS) license at all times when performing services for CDTFA.

6. ADDITIONAL SERVICES AND/OR OTHER CONSIDERATIONS

The following are the step-by-step procedures for requesting escort/transport services:

- A. CDTFA team members shall request services of a minimum of two (2) armed guards and transportation at least forty-eight (48) hours in advance of the date services will be needed. Emergency requests (less than 48 hours) will be on a case-by-case basis based on availability.
- B. CDTFA authorized IIS team member shall complete and sign the Request for Services Form (RFS) and transmit it by fax/e-mail to the Contractor.
- C. Upon receipt of the RFS Form from CDTFA, Contractor shall sign the RFS Form in the designated area and transmit it by fax/email back to the CDTFA team member.
- D. Upon arrival at the location of operation, Contractor will record the relevant information of employee's name and vehicle mileage from starting location on the Daily Report Form (DR). At the end of the operation, Contractor will be required to calculate the "Start Time", "Ending Time," "Total Time," and "Total Miles." The calculations will include the travel time and mileage to the Contractor's end location.
- E. After the Contractor signs the DR Form, the Contractor will have the CDTFA team member approve the Daily Report Form. Upon approval, the CDTFA team member will keep a copy and return the Daily Report Form to the Contractor.

7. CDTFA'S RESPONSIBILITIES

CDTFA's responsibilities include but is not limited to the following:

EXHIBIT A STATEMENT OF WORK

- A. Pay for armed escort/transportation services at current rates (as listed in Exhibit B-1 Rate Sheet. Any hours worked by Contractor over 8 hours, CDTFA will pay at one and one-half (1 ½) times the hourly rate identified in Exhibit B-1, Rate Sheet.
- B. CDTFA may cancel any requested services by giving Contractor's Twenty-four (24) hours' notice by telephone or in writing electronically. During an identified emergency, criteria below may be flexible if mutually agreed upon by all parties.
- C. CDTFA shall not incur a liability if notice of cancellation is provided to the Contractor, more than twenty-four (24) hours prior to the operation of the service.
- D. If cancellation is less than 24 hours, four (4) hours will be charged for each employee plus cost of vehicle rental.
- E. Shall pay only for approved services, and not for any timely cancellations.
- F. Receive and review invoices to verify accuracy of cost and to provide payment for contract services upon satisfactory completion of service to CDTFA's specifications. Invoice is to be submitted to CDTFA after operation is completed.
- G. Reserves the right to take photos and/or video during the transfer/destruction process. The photo and/or video files are maintained by IIS as proof of transfer/destruction.
- H. At its option, immediately terminate the Agreement if any emergency situation arises which causes the closure of either IIS facility and shall have the right to terminate for convenience upon thirty (30) days' notice.

8. CONFIDENTIALITY STATEMENT AND CRIMINAL BACKGROUND CHECK

- A. Contractor shall adhere to all State laws safeguarding the confidentiality of State data and information. Prior to initiating work, all Contractor staff must sign a Confidentiality Statement, Form CDTFA-4.
- B. Per Government Code section 1044, Contractor personnel, including any replacement and substitute personnel and subcontractors, performing work described under this Contract shall be required to submit and clear a criminal background check via fingerprinting and completion of a Form CDTFA 298c Criminal History Review. Fingerprints shall be sent to the California Department of Justice for information regarding prior criminal history. Based upon the results, CDTFA reserves the right to prohibit individuals from performing work under this Contract and to re-initiate criminal background checks.

9. HEALTH AND SAFETY

Contractor is required to, at their own expense, comply with all applicable health and safety laws and regulations. Upon notice, Contractor is required to comply with the CDTFA's specific health and safety requirements and policies. Contractor agrees to include in any subcontract related to performance of this Agreement, a requirement that the subcontractor comply with all applicable

EXHIBIT A STATEMENT OF WORK

health and safety laws and regulations, and upon notice, the CDTFA's specific health and safety requirements and policies.

10. CONTRACTOR'S PERFORMANCE

- A. CDTFA shall routinely evaluate the work performance of the Contractor to determine if CDTFA standards, policies and procedures are being maintained.
- B. Contractor's failure to satisfactorily provide services as described under this Agreement on three (3) or more occasions may result in termination of this Agreement per Exhibit C, Termination for Cause.
- C. Within a reasonable time period after an unsatisfactory performance event, the CDTFA Contract Manager or designee shall provide in writing the reasons the Contractor did not meet the required policies or standards. CDTFA shall not pay Contractor for any services performed by Contractor which are deemed unacceptable in accordance with the services described under this Agreement.

11. SUSPENSION OR STOP WORK NOTIFICATION

- A. CDTFA may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification shall be a written directive issued by the CDTFA. Upon receipt of said notice, the Contractor is to suspend and/or stop all or part of the work as described in the written notice. The suspension or stop work notice shall remain in effect as described in the CDTFA's written notice to Contractor.
- B. The Contractor shall immediately comply with the suspension or stop work notice and take all reasonable steps to minimize and/or halt the incurrence of costs allocable to the performance described by the notification during the period of work suspension or stoppage.

Within thirty (30) days of the initial issuance of a suspension or stop work notification, CDTFA shall either:

- 3) Cancel, extend, or modify the suspension or stop work notification; or
- 4) Terminate the Agreement per Exhibit C.

If a suspension or stop work notification issued under this section is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of CDTFA.

- C. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, Deliverables, performance dates, and/or Contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.
- D. CDTFA shall not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this section.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. RATES

The cost for these services shall not exceed **\$XXX,XXX.XX**

2. INVOICING AND PAYMENT

For services satisfactorily rendered and upon receipt and approval of undisputed invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein. Invoices shall contain sufficient detail to identify the completed work.

Invoices shall be accurate and complete and shall include Contract number **2026-4040**, FI\$Cal PO # **7600-00000XXXXX** and shall be submitted **not more frequently than monthly in arrears to:** cdtfainvoices@cdtfa.ca.gov.

Failure to provide the Agreement number and FI\$Cal PO number on the invoice will likely result in delayed payment.

3. BUDGET CONTINGENCY CLAUSE

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.

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.

4. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with and within the time specified in [Government Code, Chapter 4.5](#) (commencing with section 927).

5. SUBCONTRACTORS

If the Contractor uses subcontractors, then all invoices shall be issued by the Contractor. The CDTFA shall pay only the Contractor. The Contractor is responsible for payment to their subcontractor.

EXHIBIT B-1 RATE SHEET

The cost for these services shall not exceed \$XXX,XXX.XX. The rates for these services are as noted below. This worksheet represents estimated cost examples involving armed security for cannabis transportation operations. This is not an all-inclusive list.

Minimum of 2-armed security personnel per transport/security detail.

Vendor to provide the rates in Column B and the data in Columns D, I, and J (with "Vendor Estimated" in the header descriptions).

Column B: Vendor's Rates (to be provided by vendor)

Column D: Vendor Estimated Units - Between Start and End Points (to be provided by vendor) = vendor's estimated hours per guard, days, and mileage for the operation. This should include all estimated costs associated with each operation. Vendor to identify if additional categories/rates/units need to be added to the template to account for any additional costs.

Column E: Estimated Units Between CDTFA Locations and Unloading Time (provided by CDTFA) = the estimated additional hours and miles per operation beyond start/end points (includes intermediary locations and unloading time)

Column I: Vendor Estimated Start Point (to be provided by vendor) = vendor's estimated starting point

Column J: Vendor Estimated End Point (to be provided by vendor) = vendor's estimated ending point

Contract will be awarded to the lowest responsive and responsible bidder.

Year 1 Term: July 1, 2026, or upon DGS, whichever is later through June 30, 2027

				D+E	B*F	Σ G by event	H*J						
Description	Vendor's Rates	Rate Unit	Vendor Estimated Units Between Start and End Points	Estimated Units Between CDTFA Locations and Unloading Time	Total Estimated Units	Estimated Cost	Total Estimated Cost	Estimated of Operations	Total Estimated Cost	Vendor Estimated Start Point	CDTFA Estimated Start Point	CDTFA Estimated End Point	Vendor Estimated End Point
Armed Security 1		per hour		11	11	\$ -	\$ -	12	\$ -		Riverside	Santa Fe Springs	
Armed Security 2		per hour		11	11	\$ -							
Vehicle Charge		per day				\$ -							
Mileage		per mile		50	50	\$ -							
Armed Security 1		per hour		11	11	\$ -	\$ -	10	\$ -		San Bernardino	Santa Fe Springs	
Armed Security 2		per hour		11	11	\$ -							
Vehicle Charge		per day			0	\$ -							
Mileage		per mile		50	50	\$ -							
Armed Security 1		per hour		11	11	\$ -	\$ -	4	\$ -		San Diego	Santa Fe Springs	
Armed Security 2		per hour		11	11	\$ -							
Vehicle Charge		per day			0	\$ -							
Mileage		per mile		50	50	\$ -							
Armed Security 1		per hour		8	8	\$ -	\$ -	20	\$ -		Los Angeles	Santa Fe Springs	
Armed Security 2		per hour		8	8	\$ -							
Vehicle Charge		per day			0	\$ -							
Mileage		per mile		50	50	\$ -							
Armed Security 1		per hour		5	5	\$ -	\$ -	3	\$ -		Santa Fe Springs	Long Beach	
Armed Security 2		per hour		5	5	\$ -							
Vehicle Charge		per day			0	\$ -							

**EXHIBIT B-1
RATE SHEET**

Mileage		per mile		0	0	\$ -							
Armed Security 1		per hour		9	9	\$ -	\$ -	6	\$ -		Bakersfield	Santa Fe Springs	
Armed Security 2		per hour		9	9	\$ -							
Vehicle Charge		per day			0	\$ -							
Mileage		per mile		50	50	\$ -							
Armed Security 1		per hour		9	9	\$ -	\$ -	2	\$ -		Bakersfield	West Sacramento	
Armed Security 2		per hour		9	9	\$ -							
Vehicle Charge		per day			0	\$ -							
Mileage		per mile		50	50	\$ -							
Armed Security 1		per hour		9	9	\$ -	\$ -	6	\$ -		Bakersfield	Central Valley	
Armed Security 2		per hour		9	9	\$ -							
Vehicle Charge		per day			0	\$ -							
Mileage		per mile		50	50	\$ -							
Armed Security 1		per hour		5	5	\$ -	\$ -	5	\$ -		Lancaster	Santa Fe Springs	
Armed Security 2		per hour		5	5	\$ -							
Vehicle Charge		per day			0	\$ -							
Mileage		per mile		50	50	\$ -							
Armed Security 1		per hour		5	5	\$ -	\$ -	5	\$ -		Lancaster	West Sacramento	
Armed Security 2		per hour		5	5	\$ -							
Vehicle Charge		per day			0	\$ -							
Mileage		per mile		50	50	\$ -							
Armed Security 1		per hour		9	9	\$ -	\$ -	10	\$ -		Fresno	West Sacramento	
Armed Security 2		per hour		9	9	\$ -							
Vehicle Charge		per day			0	\$ -							
Mileage		per mile		50	50	\$ -							
Armed Security 1		per hour		9	9	\$ -	\$ -	10	\$ -		Fresno	Central Valley	
Armed Security 2		per hour		9	9	\$ -							
Vehicle Charge		per day			0	\$ -							
Mileage		per mile		50	50	\$ -							
Armed Security 1		per hour		9	9	\$ -	\$ -	2	\$ -		San Jose	West Sacramento	
Armed Security 2		per hour		9	9	\$ -							
Vehicle Charge		per day			0	\$ -							
Mileage		per mile		50	50	\$ -							
Armed Security 1		per hour		9	9	\$ -	\$ -	2	\$ -		Oakland	West Sacramento	
Armed Security 2		per hour		9	9	\$ -							
Vehicle Charge		per day			0	\$ -							
Mileage		per mile		50	50	\$ -							
Armed Security 1		per hour		9	9	\$ -	\$ -	8	\$ -		Sacramento	West Sacramento	
Armed Security 2		per hour		9	9	\$ -							
Vehicle Charge		per day			0	\$ -							
Mileage		per mile		50	50	\$ -							
Armed Security 1		per hour		5	5	\$ -	\$ -	3	\$ -		West Sacramento	Woodland	
Armed Security 2		per hour		5	5	\$ -							

EXHIBIT B-1 RATE SHEET

Vehicle Charge		per day		0	\$ -								
Mileage		per mile		0	0	\$ -							
Armed Security 1		per hour		5	5	\$ -							
Armed Security 2		per hour		5	5	\$ -							
Vehicle Charge		per day			0	\$ -							
Mileage		per mile		0	0	\$ -							
Armed Security 1		per hour		9	9	\$ -							

Year 2 Term: July 1, 2027 through June 30, 2028

					D+E	B*F	Σ G by event		H*J				
			Vendor Estimated Units Between Start and End Points	Estimated Units Between CDTFA Locations and Unloading Time	Total Estimated Units	Estimated Cost	Total Estimated Cost	Estimated of Operations	Total Estimated Cost	Vendor Estimated Start Point	CDTFA Estimated Start Point	CDTFA Estimated End Point	Vendor Estimated End Point
Description	Vendor's Rates	Rate Unit											
Armed Security 1		per hour		11	11	\$ -	\$ -	12	\$ -		Riverside	Santa Fe Springs	
Armed Security 2		per hour		11	11	\$ -							
Vehicle Charge		per day				\$ -							
Mileage		per mile		50	50	\$ -							
Armed Security 1		per hour		11	11	\$ -	\$ -	10	\$ -		San Bernardino	Santa Fe Springs	
Armed Security 2		per hour		11	11	\$ -							
Vehicle Charge		per day			0	\$ -							
Mileage		per mile		50	50	\$ -							
Armed Security 1		per hour		11	11	\$ -	\$ -	4	\$ -		San Diego	Santa Fe Springs	
Armed Security 2		per hour		11	11	\$ -							
Vehicle Charge		per day			0	\$ -							
Mileage		per mile		50	50	\$ -							
Armed Security 1		per hour		8	8	\$ -	\$ -	20	\$ -		Los Angeles	Santa Fe Springs	
Armed Security 2		per hour		8	8	\$ -							
Vehicle Charge		per day			0	\$ -							
Mileage		per mile		50	50	\$ -							
Armed Security 1		per hour		5	5	\$ -	\$ -	3	\$ -		Santa Fe Springs	Long Beach	
Armed Security 2		per hour		5	5	\$ -							
Vehicle Charge		per day			0	\$ -							
Mileage		per mile		0	0	\$ -							
Armed Security 1		per hour		9	9	\$ -	\$ -	6	\$ -		Bakersfield	Santa Fe Springs	
Armed Security 2		per hour		9	9	\$ -							
Vehicle Charge		per day			0	\$ -							
Mileage		per mile		50	50	\$ -							
Armed Security 1		per hour		9	9	\$ -	\$ -	2	\$ -		Bakersfield	West Sacramento	
Armed Security 2		per hour		9	9	\$ -							
Vehicle Charge		per day			0	\$ -							
Mileage		per mile		50	50	\$ -							
Armed Security 1		per hour		9	9	\$ -	\$ -	6	\$ -		Bakersfield	Central	

EXHIBIT B-1 RATE SHEET

Armed Security 2		per hour		9	9	\$ -						Valley	
Vehicle Charge		per day			0	\$ -							
Mileage		per mile		50	50	\$ -							
Armed Security 1		per hour		5	5	\$ -	\$ -	5	\$ -		Lancaster	Santa Fe Springs	
Armed Security 2		per hour		5	5	\$ -							
Vehicle Charge		per day			0	\$ -							
Mileage		per mile		50	50	\$ -							
Armed Security 1		per hour		5	5	\$ -	\$ -	5	\$ -		Lancaster	West Sacramento	
Armed Security 2		per hour		5	5	\$ -							
Vehicle Charge		per day			0	\$ -							
Mileage		per mile		50	50	\$ -							
Armed Security 1		per hour		9	9	\$ -	\$ -	10	\$ -		Fresno	West Sacramento	
Armed Security 2		per hour		9	9	\$ -							
Vehicle Charge		per day			0	\$ -							
Mileage		per mile		50	50	\$ -							
Armed Security 1		per hour		9	9	\$ -	\$ -	10	\$ -		Fresno	Central Valley	
Armed Security 2		per hour		9	9	\$ -							
Vehicle Charge		per day			0	\$ -							
Mileage		per mile		50	50	\$ -							
Armed Security 1		per hour		9	9	\$ -	\$ -	2	\$ -		San Jose	West Sacramento	
Armed Security 2		per hour		9	9	\$ -							
Vehicle Charge		per day			0	\$ -							
Mileage		per mile		50	50	\$ -							
Armed Security 1		per hour		9	9	\$ -	\$ -	2	\$ -		Oakland	West Sacramento	
Armed Security 2		per hour		9	9	\$ -							
Vehicle Charge		per day			0	\$ -							
Mileage		per mile		50	50	\$ -							
Armed Security 1		per hour		9	9	\$ -	\$ -	8	\$ -		Sacramento	West Sacramento	
Armed Security 2		per hour		9	9	\$ -							
Vehicle Charge		per day			0	\$ -							
Mileage		per mile		50	50	\$ -							
Armed Security 1		per hour		5	5	\$ -	\$ -	3	\$ -		West Sacramento	Woodland	
Armed Security 2		per hour		5	5	\$ -							
Vehicle Charge		per day			0	\$ -							
Mileage		per mile		0	0	\$ -							
Armed Security 1		per hour		5	5	\$ -	\$ -	3	\$ -		West Sacramento	Crows Landing	
Armed Security 2		per hour		5	5	\$ -							
Vehicle Charge		per day			0	\$ -							
Mileage		per mile		0	0	\$ -							
Armed Security 1		per hour		9	9	\$ -	\$ -	3	\$ -		Redding	West Sacramento	

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 personal property taxes levied on the Contractor or on any taxes levied on employee wages. The State shall only pay for any State or local sales or use taxes on the services rendered or equipment supplied to the State pursuant to this Agreement.

2. SETTLEMENT OF DISPUTES

In the event of a dispute, Contractor shall file a "Notice of Dispute" with the Chief, Business Management Bureau of the CDTFA in 651 Bannon Street, Suite 100, MIC 24 Sacramento, CA 95811 within ten (10) days of discovery of the problem. Within ten (10) days of receipt of the Notice, the Chief, Business Management Bureau, or his/her designee, shall meet with the Contractor and Contract Manager for purposes of resolving the dispute. The decision of the Chief, Business Management Bureau shall be final.

3. 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 its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors 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.

4. CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to the State's operations, which is designated confidential by the State and made available to the Contractor in order to carry out this Agreement, or which becomes available to the Contractor in carrying out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided in writing to the Contractor by the State. The Contractor shall not, however, be required to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Agreement or is rightfully obtained from third parties.

5. RIGHT TO TERMINATE

A. Without Cause. This Agreement is subject to cancellation by the State (in whole or part) upon thirty (30) days written notice without cause.

B. With Cause. Per Exhibit C, the State may cancel this Agreement if the State finds cause for immediate termination.

EXHIBIT D SPECIAL TERMS AND CONDITIONS

6. FORCE MAJEURE

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

7. COMPUTER SOFTWARE COPYRIGHT LAWS

Contractor certifies that State funds will not be used in performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

8. AMERICANS WITH DISABILITIES ACT (ADA)

The Contractor certifies it complies with the Americans with Disabilities Act of 1990 ([42 U.S.C. section 12101, et seq.](#)).

9. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

The Contractor shall comply with Executive Order [N-6-22](#) (EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

10. CONTRACTOR'S COMPLIANCE WITH CDTFA REQUIREMENTS

By entering into this Agreement, Contractor agrees to adhere to all the CDTFA rules, policies and procedures and workplace safety measures at all times, as applicable herein. CDTFA's rules, policies, and procedures may include the following requirements, with which Contractor shall comply:

- A. Background investigations and fingerprinting.
- B. Administrative and related service provided policies and procedures.
- C. The Centers for Disease Control and Prevention (CDC) guidelines for infection control.
- D. Personal safety relating to fire, electrical hazards, disaster preparedness, hazardous material, equipment safety and management.

EXHIBIT E ADDITIONAL PROVISIONS

Upon request, Contractor shall furnish to the CDTFA evidence of insurance. Such evidence shall reference this Agreement number, and shall contain information as follows:

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 (10) days prior to the expiration of this insurance. Any new insurance must still conform to terms of the original Contract.
- B. Policy Cancellation or Termination & Notice of Non-Renewal – Insurance policies shall contain a provision stating coverage will not be cancelled without 30 days prior written notice to the State. In the event 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. Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance policy.
- D. Primary Clause – Any required insurance contained in this Contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- E. Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A-.” If the Contractor is self-insured for a portion or all of its insurance, State 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 obligations under the Contract.

2. INSURANCE REQUIREMENTS APPLYING TO ALL STATE CONTRACTS

- A. Commercial General Liability – 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 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & 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 limit of liability. The policy must include:

The State of California, its officers, agents, employees, and servants as additional insureds, but only with respect to work performed under the contract.

In the case of Contractor’s utilization of subcontractors to complete the contracted scope of work, Contractor shall include all subcontractors as insured under Contractor’s insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.

EXHIBIT E
ADDITIONAL PROVISIONS

- B. Automobile Liability – Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000.00 per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.
- C. Workers' Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage in the amount of \$1,000,000.00 for all its employees who will be engaged in the performance of the Contract.

NOTE: Contractors should contact their insurance representative to ensure their insurance policy satisfies the requirements of Exhibit E prior to bidding.

1.