



Department of
Cannabis Control
CALIFORNIA

May 12, 2026

INVITATION FOR BID

NOTICE TO PROSPECTIVE BIDDERS

You are invited to review and respond to this Invitation for Bid (IFB). In submitting your bid, 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 Internet site <http://www.dgs.ca.gov/ols/Resources>. If you do not have Internet access, a hard copy can be provided by contacting the person listed below via email.

In the opinion of the California Department of Cannabis Control, this IFB is complete and without need of explanation. However, if you have questions or need any clarifying information, please contact the person listed below.

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

All bids shall include the documents identified on the attached checklist entitled "Required Documents" on page 18 and acknowledge and meet the deliverables listed on pages 3-9. Proposals not including the required documents and deliverables shall be deemed non-responsive.

Questions regarding this IFB must be submitted via email to Acquisitions at acquisitions@cannabis.ca.gov. **Question submissions are due no later than May 26, 2026 at 02:00 PM PST.** Questions submitted will be answered via an addendum to the solicitation.

Acquisitions Office
Administrative Division
Acquisitions@cannabis.ca.gov



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INVITATION FOR BID (IFB)

Notice to Prospective Bidders

IFB # 25-008

Laboratory Instrument Calibration Services

1. Description of Services

The California Department of Cannabis Control (DCC) is in need of a contractor who can provide calibration services for pipettes, balances, and weights. The Contractor in this agreement shall be a nationally and globally recognized International Organization for Standardization (ISO) and Electrotechnical Commission (IEC) ISO/IEC17025 accredited laboratory.

A. CONTRACTOR SHALL PROVIDE:

- 1) Calibration service and preventative maintenance (PM) for American Society for Testing and Materials (ASTM) class 1 reference weights. Each calibrated weight shall be supplied with a calibrations certificate that is ISO 17025 compliant and certified as traceable to National Institute of Standards and Technology (NIST) mass standards.
- 2) On-site instrument maintenance and repair services including spare parts, accuracy adjustments, and calibration services for analytical balances XPR205 and XPE204, and three XS1202S precision balances. Each calibrated balance shall be supplied with a calibration certificate that is ISO 17025 compliant, contains performance measurements for “As Found” and “As Left” calibrations, and include procedures used and uncertainty estimations.
- 3) On-site instrument preventative maintenance and repair services including spare parts, accuracy adjustments, and ISO 17025 standard calibration, and performance verification and accuracy adjustments for a halogen HS153 Moisture Analyzer. An ISO 17025 compliant certificate shall be provided with each calibration service. Each certificate shall include procedures used, uncertainty estimations and performance measurements for “As Found” and “As Left” calibrations.
- 4) ISO 17025 accredited standard calibration, repair service and parts, preventative maintenance, and measurement performance verification for single channel and multi-channel (12 channel) pipettes. Each calibrated pipetted shall be supplied with a calibration certificate that is ISO 17025 compliant, contains measurements for “As Found” and “As Left” calibrations, and includes procedures and uncertainty estimations.

B. EQUIPMENT

Contractor shall perform the services outlined in this Agreement on the equipment and components listed in the Equipment List below. For the purpose of this Agreement, all equipment and components shall be referred to as “equipment” unless otherwise specified.

The State reserves the right to add equipment similar to the list specified in this Agreement and delete equipment that has become obsolete through a formal amendment. Additional equipment will be serviced at the rates specified in Attachment A – Cost Proposal.

Equipment List

The following table entails a list of equipment that will be serviced by the Contractor over the course of the contracted period.

Line Item # (LIN)	Quantity	Unit of Measure	Fiscal Years 2026-2029 Service/Commodity Description
1	1	Each	50 mg ASTM class 1 weight calibration, ISO/IEC17025 accredited and ISO 17025 certificate
2	3	Each	100 mg ASTM class 1 weight calibration, ISO/IEC17025 accredited and ISO 17025 certificate
3	3	Each	500 mg ASTM class 1 weight calibration, ISO/IEC17025 accredited and ISO 17025 certificate
4	3	Each	1 g ASTM class 1 weight calibration, ISO/IEC17025 accredited and ISO 17025 certificate
5	3	Each	5 g ASTM class 1 weight calibration, ISO/IEC17025 accredited and ISO 17025 certificate
6	3	Each	10 g ASTM class 1 weight calibration, ISO/IEC17025 accredited and ISO 17025 certificate
7	2	Each	20 g ASTM class 1 weight calibration, ISO/IEC17025 accredited and ISO 17025 certificate
8	2	Each	50 g ASTM class 1 weight calibration, ISO/IEC17025 accredited and ISO 17025 certificate
9	2	Each	100 g ASTM class 1 weight calibration, ISO/IEC17025 accredited and ISO 17025 certificate
10	2	Each	200 g ASTM class 1 weight calibration, ISO/IEC17025 accredited and ISO 17025 certificate
11	1	Each	500 g ASTM class 1 weight calibration, ISO/IEC17025 accredited and ISO 17025 certificate
12	1	Each	Analytical balance XPR205 Service – ISO 17025 standard calibration, basic preventative maintenance and performance verification and accuracy adjustments, Accuracy Calibration Certificate (ACC), calibrate manufacturer Annex, ISO 17025 compliant certificate
13	1	Each	Analytical balance XPE204 Service – ISO 17025 standard calibration, basic preventative maintenance and performance verification and accuracy adjustments, Accuracy Calibration Certificate (ACC), calibrate manufacturer Annex, ISO 17025 compliant certificate
14	3	Each	Precision balance XS1202S Service – ISO 17025 standard calibration, basic preventative maintenance and performance verification and

			accuracy adjustments, Accuracy Calibration Certificate (ACC), calibrate manufacturer Annex, ISO 17025 compliant certificate
15	1	Each	Halogen Moisture Analyzer HS153 Service – ISO 17025 standard calibration, basic preventative maintenance and performance verification and accuracy adjustments to heating unit and weighing unit, ACC Accredited, calibrate Moisture Annex, ISO 17025 compliant certificate
16	100	Each	Single channel pipette calibration service – ISO 17025 Accredited standard calibration certificate, repairs and parts, preventative maintenance and measurement performance verification
17	8	Each	Multi-channel (12 channel) pipette calibration – ISO 17025 Accredited standard calibration certificate, repairs and parts, preventative maintenance and measurement performance verification

C. RATES

Contractor shall be compensated for all costs associated with the services at the rate specified in Attachment A – Cost Proposal.

D. GENERAL

1) Location

Services shall be performed at the Department of Cannabis Control (DCC) Laboratory facilities located below, unless otherwise specified.

Department of Cannabis Control
Cannabis Testing Laboratory Branch (CTLB)
850 Marina Bay Parkway
Richmond, CA 94804

2) Normal Business Hours

All services shall be performed during the normal business hours of 8:00 AM to 5:00 PM (PST), Monday to Friday, unless otherwise specified. Excluded are State of California holidays, as per the California Department of Human Resources.

3) Contract Period

Contract period shall be for thirty-six (36) months.

E. STANDARD REFERENCE WEIGHTS ASTM CLASS 1, ISO 17025 CALIBRATION AND SERVICE

- 1) Line items 1.1 to 1.11 – Equipment List (section 1. B).
- 2) Calibration service and preventative maintenance American Society for Testing and Materials (ASTM) class 1 reference weight.
- 3) Calibration service shall be carried out by a nationally & globally recognized ISO/IEC17025 accredited laboratory.
- 4) Contractor shall perform measurement verification and preventative maintenance on weights. Calibrations services shall include “as found” performance measurements and “as left” performance measurements with results recorded in calibration certificates for all equipment.
- 5) ISO 17025 compliant calibration certificate shall be supplied with each calibration weight and certified as traceable to NIST mass standards.
- 6) Weight calibration services may be performed either on site or off site.

F. BALANCES AND MOISTURE ANALYZER ISO 17025 CALIBRATIONS AND SERVICE

- 1) Line items 1.12 to 1.15 – Equipment List (section 1. B).
- 2) Services shall be completed by a nationally & globally recognized ISO/IEC17025 accredited laboratory.
- 3) Contractor shall provide the State with on-site ISO 17025 standard calibration, preventative maintenance, repair, performance verification and accuracy adjustments for analytical balances XPR205 & XPE204, three XS1202S precision balances, and a halogen moisture analyzer model HS153.
- 4) An ISO 17025 compliant calibration certificate shall be provided with each service. All weights used for metrological testing shall be traceable to national or international standards. The weights were calibrated and certified by an accredited ISO 17025 calibration laboratory.
- 5) Contractor shall provide an ISO 17025 compliant calibration certificate with each instrument calibrated. Calibrations services shall include “as found” performance measurements and “as left” performance measurements with results recorded in calibration certificates for all equipment.
- 6) All service of the balances and moisture analyzer will take place within DCC’s laboratory unless authorized by DCC/CTLB.
- 7) DCC will schedule service by calling or emailing Contractor.

G. PIPETTE SERVICE, REPAIR, AND ISO 17025 COMPLIANT CALIBRATION

- 1) Line items 1.16 & 1.17 – Equipment List (section 1. B).
- 2) Services shall be completed by a nationally & globally recognized ISO/IEC17025 accredited laboratory.
- 3) Contractor shall perform ISO 17025 standard calibration services, including pre-calibration and post-calibration performance measurement verification on each pipette.
- 4) Contractor shall provide the State with preventative maintenance, measurement performance verification, repairs, and parts replaced as needed by contractor. Worn and/or broken parts, including batteries, should be replaced if they compromise the optimal functions of the pipette.
- 5) Contractor shall provide an ISO 17025 compliant calibration certificate with each pipette calibrated.
- 6) Calibrations services shall include “As Found” performance measurements and “As Left” performance measurements with results recorded in calibration certificates for all equipment.
- 7) Pipette calibration services may be performed either on site or off site.

H. PREVENTATIVE MAINTENANCE

Preventative Maintenance – A schedule of maintenance actions aimed at the prevention of breakdowns and failures of equipment.

- 1) Contractor shall perform Preventative Maintenance (PM) services on an annual basis. Dates of services will be mutually agreed upon by both parties upon approval of the Agreement.
- 2) Contractor shall perform PM services on the weights, analytical balances, precision balances and pipettes as specified above in this agreement and to keep the equipment and its components fully operational with the optimum level of efficiency.
- 3) PM shall be done in accordance with ISO 17025 standards.
- 4) PM shall include, but not be limited to equipment checks, cleaning, lubrication, adjustments, alignments, calibration, performance accuracy, battery, and parts replacement (as needed) and operational testing.
- 5) PM shall include replacement of batteries, heating elements, O-rings, and any part needing replacement in an as needed basis. Any replacement part costing more than \$200 will require written permission from the DCC.
- 6) Calibrations services shall include “As Found” performance measurements and “As Left” performance measurements with results recorded in calibration certificates for all equipment.

- 7) Contractor shall be compensated at the applicable rate specified in Exhibit B, Attachment 1 – Contractor's Cost Sheet.
- 8) The Contractor shall provide a written estimate to DCC for the cost needed to perform the preventative maintenance service. The written estimate must include the total estimate of all charges, including parts, labor, and taxes for the preventative maintenance. Contractor shall not perform preventative maintenance service(s) without DCC's written authorization. Contractor shall contact DCC to obtain written authorization for all additional expenses not included in the original estimate.

I. REPAIR

Repair Service – An unforeseen or sudden equipment malfunction in which unscheduled service visits are required.

- 1) Contractor shall perform necessary repair services on weights, analytical balances, precision balances, moisture analyzer, and pipettes as specified above in this agreement and as to keep the equipment and its components fully operational with the optimum level of efficiency.
- 2) Repairs shall be done in accordance with ISO 17025 standards.
- 3) Contractor shall perform repair services upon a written or telephone request from DCC. Contractor shall provide a service reference number to DCC upon receiving request for service.
- 4) Contractor shall be compensated at the applicable rate specified in Attachment A – Cost Proposal.
- 5) Contractor shall respond to requests for service within three (3) business days of request.
- 6) The Contractor shall provide a written estimate to DCC for the cost needed to perform repair service, including replacement parts, over two hundred (\$200.00) dollars. The written estimate must include the total estimate of all charges, including parts, labor, and taxes for the preventative maintenance. Contractor shall not perform preventative maintenance service(s) without DCC's written authorization. Contractor shall contact DCC to obtain written authorization for all additional expenses not included in the original estimate.

J. CALIBRATION

Calibration – The comparison of measurement values delivered by a device under test with those of a calibration standard of known accuracy in an environmentally controlled facility to see if devices are within or out of manufacturer's specifications.

- 1) Contractor shall perform/provide ISO 17025 standard calibration for all equipment.
- 2) Contractor shall perform calibration services on all weights on an as-needed basis, but at least annually as specified above in this agreement. ISO 17025 compliant certificate and full NIST traceability report shall be supplied with each calibration weight.
- 3) Contractor shall perform calibration services on all balances and moisture analyzer on an as-needed basis, but at least annually as specified above. Calibration shall take place at DCC's laboratory. Contractor shall provide an ISO 17025 compliant calibration certificate with each instrument calibrated.
- 4) Contractor shall perform calibration services on the pipettes on an as-needed basis, but at least annually as specified above. Contractor shall perform pre-calibration and post-calibration performance measurement verification on each pipette. Contractor shall provide an ISO 17025 compliant calibration certificate with each pipette calibrated. Calibration certificate shall include performance measurements of equipment in "As Found" and "As Left" state.
- 5) Contractor shall identify calibrated pipettes, balances, and moisture analyzer by placing inspection stickers on the equipment. Stickers shall show the date of calibration and/or date of service.
- 6) Contractor shall perform calibration services upon a written or telephone request from DCC. Contractor shall provide a service reference number to DCC.
- 7) Contractor shall ensure all instruments used to verify accuracy and calibrate the equipment shall be certified as traceable to the National Institute of Standards Technology (NIST)

standards.

- 8) Contractor shall provide evidence, including their scope of accreditation, that they are an ISO 17025 accredited laboratory for the calibration services provided in this contract.
- 9) Contractor shall be compensated at the applicable rate specified in Attachment A – Cost Proposal.

K. CERTIFICATION

- 1) Contractor shall perform weight accuracy certifications on calibration weights and the weight set on an annual basis.
- 2) Contractor shall ensure calibration weights must be American Standards for Testing and Materials International (ASTM International) Class 1 or Class S or equivalent and certified as traceable to NIST mass standards.
- 3) Contractor shall provide a certification report signifying ISO 17025 certification for all equipment.
- 4) Contractor shall provide a certification report signifying that a continuing quality control program is in existence.
- 5) Contractor shall be compensated at the applicable rate specified in Attachment A – Cost Proposal.

L. PARTS REPLACEMENT

- 1) Contractor shall replace any part that becomes worn or inoperable, or that otherwise affects the equipment's operability in any way. A written estimate of the required part(s) must be submitted to and approved in writing to DCC, prior to replacement over two hundred (\$200.00) dollars.
- 2) Contractor shall ensure that replacement parts are new, factory manufactured, or of equivalent quality.
- 3) Parts listed in Attachment A – Cost Proposal shall be invoiced at the rates plus applicable taxes.
- 4) Contractor shall dispose of replaced parts in accordance with all federal, State, city, and county rules and regulations.

M. EXCLUSIONS

Services provided under this Agreement do not include maintenance of accessories, attachments, machines, or other devices not specified herein. Also excluded are the furnishing of supplies, accessories, or devices of any nature, except such items or equipment deemed necessary for the maintenance and repair of the equipment.

N. ACCEPTANCE

Services performed by the Contractor are to be inspected by DCC after completion. DCC is solely responsible for determining acceptability of the work performed and the operability of the equipment.

O. WARRANTY

- 1) Parts: Contractor warrants all new and repaired parts only to the extent of the original warranty period.
- 2) Services: Contractor warrants all services performed for a minimum of six (6) months from the date of service performance.
- 3) Contractor shall correct any equipment failure that has occurred due to defective parts, or to poor workmanship, at no additional cost to the State, even if the contract expires. Correction shall be made within five (5) business days, or as mutually agreed upon by DCC and the Contractor.

P. RESPONSIBILITIES OF DCC

DCC shall permit the Contractor access to the equipment, subject to State's security regulations.

Q. RESPONSIBILITIES OF THE CONTRACTOR

- 1) Services performed by the Contractor shall conform to the latest requirements of federal, State, city, and county regulations. Contractor is responsible for compliance with all applicable laws, codes, rules and regulations in connection with work performed under this Agreement.
- 2) Contractor shall repair or replace equipment, at DCC's discretion, any equipment lost, damaged, or stolen while in Contractor's possession. Replaced equipment will be of equivalent or better quality than equipment listed in the Scope of Work.

2. Bidder Minimum Qualifications

The Contractor shall perform a commercially useful function relevant to this solicitation and provide services or goods that contribute to the fulfillment of the contract requirements. To be considered the contractor/subcontractor must meet the following criteria:

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

A contractor, subcontractor, or supplier will not be considered to perform a Commercially Useful Function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed through solely to be qualified to submit a proposal or awarded the contract.

3. Bid Requirements and Information

A. Key Action Dates

It is recognized that time is of the essence. All bidders submitting bids are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

- IFB available to prospective bidders May 12, 2026
- Emailed questions must be received by 2:00 PM.....May 26, 2026
- Response to Written Questions no later than 5:00 PMJune 23, 2026
- Final Date for Bid Submission no later than 5:00 PM.....June 30, 2026
- Opening of Cost Proposal.....July 1, 2026
- Expected Start Date of ContractAugust 1, 2026 or upon approval
- Notice of Proposed Award Date to occur 1-5 workdays after "Opening of Cost Proposal"

B. Contract Period

The term of this agreement is August 1, 2026 or upon approval, through June 30, 2029.

C. Submission of Bid

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

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

- 2) Bids will not be accepted from Expatriate Corporations, and bids from primes subcontracting with Expatriate Corporations will not be accepted.
- 3) If the bid is made under a fictitious name or business title, the actual legal name of the proposer must be provided.
- 4) All bids shall include the documents identified on the attached checklist entitled "Required Documents" on page 18. Proposals not including the required documents shall be deemed non-responsive.
- 5) Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.
- 6) A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. DCC may waive any immaterial deviation in a bid. DCC'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 agreement.
- 7) DCC does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions are not negotiable.
- 8) Costs incurred for developing bids and in anticipation of award of the agreement are entirely the responsibility of the bidder and shall not be charged to the State of California.
- 9) A bidder may modify a bid after its submission by withdrawing its original bid and resubmitting anew bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- 10) A bidder may withdraw its bid by submitting a written withdrawal request to DCC, signed by the bidder or an authorized agent of their firm. Bids may not be withdrawn without cause after the bid submission deadline.
- 11) DCC may modify this IFB prior to the date fixed for submission of bids by posting an addendum with the original advertisement on Cal eProcure.
- 12) DCC reserves the right to reject any and all bids. DCC is not required to award an agreement.
- 13) Before submitting a response to this solicitation, bidders should review, correct all errors and

confirm compliance with the IFB requirements.

- 14) Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- 15) No oral understanding or agreement shall be binding on either party.
- 16) Questions regarding this IFB must be submitted to Acquisitions Office, acquisitions@cannabis.ca.gov.

D. Evaluation and Selection

- 1) At the time of bid opening, each bid will be checked for the presence or absence of required information conformance with the submission requirements of this IFB.
- 2) The State will evaluate each bid to determine its responsiveness to the published requirements.
- 3) Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, may be rejected.
- 4) Award, if made, will be to the lowest responsive and responsible bid, in accordance with the "Best Value" methodology.

E. Award and Protest

- 1) Whenever an agreement is awarded under a procedure which provides for competitive bidding, but the agreement is not to be awarded to the low bidder, the low bidder shall be notified by email, electronic facsimile transmission, overnight courier, or personal delivery (five) working days prior to the award of the agreement.
- 2) Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least (five) working days prior to awarding the agreement.
- 3) If any bidder, prior to the award of agreement, files a protest with the Department of General Services (DGS), Office of Legal Services, and the DCC on the grounds that the (protesting) bidder is the lowest responsible bidder, the agreement shall not be awarded until either the protest has been withdrawn or the DGS has decided the matter.
- 4) **Within (five) days** after filing the initial protest, the protesting bidder shall file with the DGS and the DCC a detailed written statement specifying the grounds for the protest. The written protest must be sent to 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 DCC, Acquisitions Office, 2920 Kilgore Road, Rancho Cordova, CA 95670. It is suggested that you submit any protest by certified or registered mail.

F. Disposition of Bids

- 1) Upon bid opening, all documents submitted in response to this IFB will become the property of the State of California and will be regarded as public records under the California Public Records Act ([Government Code Section 6250 et seq.](#)) and subject to review by the public.
- 2) Copies of the bid packages may be returned only at the bidder's expense unless such expense is

waived by the DCC.

G. Agreement Execution and Performance

- 1) Service shall be available no later than (30) days, or on the express date set by the DCC and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the DCC, upon (five) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another contractor.
- 2) All performance under the agreement shall be completed on or before the termination date of the agreement.
 - a. The State does not accept alternate contract language from a prospective contractor. The State's General Terms and Conditions are not negotiable. (See sample Standard Agreement attached hereto).

H. Termination

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

I. Preference Programs and Participation Requirements

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

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

- 1) Certified Small Businesses and Microbusinesses Certification Benefits – Certified Small Businesses or Microbusinesses can claim the five percent (5%) preference when submitting a bid on a State contract. You must provide a copy of the official Certification letter along with your bid.

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

- 2) Target Area Contract Preference Act (TACPA) – [Request Target Area Contract Preference](#)
- 3) Disabled Veteran Business Enterprise (DVBE)
- 4) DVBE Bid Incentive

Please look carefully at box (a) 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.

- a. ☐ Full Participation Requirements - Requirements are waived for this proposal.

This IFB has full participation goals for the Disabled Veteran Business Enterprise (DVBE)

Program of (three) 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) 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 and comply with the attached form (Rev. 9/2009) titled "California Disabled Veteran Business Enterprise (DVBE) Program Requirements," and include it with your Bid.

Specific information regarding the form (Rev. 9/2009), "California Disabled Veteran Business Enterprise (DVBE) Program Requirements," can be found at the following website:
<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Apply-for-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>

If for this agreement contractor made a commitment to achieve Disabled Veteran Business Enterprise (DVBE) participation, then contractor must within 60 days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in this 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 Postconsumer-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 PROVISIONS

CONTRACT AND SUBCONTRACT COMPLIANCE REQUIREMENTS

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

UNFAIR PRACTICES ACT

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

CONFLICT OF INTEREST

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

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

LICENSE AND PERMIT REQUIREMENTS

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

If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary; however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the DCC a copy of your business license or incorporation papers for your respective state showing that your company is in good standing in that state.

In the event any license(s) and/or permit(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this agreement upon occurrence of such event.

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

Should the State of California determine that the work or materials provided vary materially from the specifications, or that defective work when completed was not performed in a workman like 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 business days) by the Contractor and DCC Division

Contract Manager normally responsible for the administration of this contract shall be brought to the attention of the Branch Chief of Operations or the designated representative and the Contractor for joint resolution.

INSURANCE REQUIREMENTS

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

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 comply with the original contract terms.
- 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. 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 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-” with a financial category rating of no lower than VI. If the contractor is self-insured for a portion or all of its insurance, documentation of self-insurance must be submitted and approved by the Department of General Services, Office of Risk, and Insurance Management.
- 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. 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 insured under Contractor’s insurance or supply evidence of subcontractor’s insurance to the State equal to policies, coverages and limits required of the Contractor.

LIABILITY AND DAMAGES

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

QUALIFICATIONS

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

MULTIPLE CONTRACTORS

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

SUBCONTRACTORS

Contractor shall obtain prior approval from DCC before hiring subcontractors, consultants, or both. The total amount of all subcontracts shall not exceed \$50,000 or 25% of the total amount of the contract, whichever is less, unless the Contractor can provide certified documents that award was made through a competitive bidding process requiring at least three bids from responsible bidders.

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

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

POTENTIAL SUBCONTRACTORS

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

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.

GENAI

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

Bidder/Offeror must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) [4986.2](#).

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

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

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

CONTRACT TERMS AND CONDITIONS

The following terms and conditions may apply to this IFB and the resulting Agreement:

Information Technology General Provisions – (Cloud Computing Services) – GSPD-ITGP (Cloud)
<https://www.dgs.ca.gov/~media/Divisions/PD/Acquisitions/Solicitation-Document-Attachments/GSPDITGP-CloudRevised-and-Effective-111224.docx>

Information Technology General Provisions – (Non-Cloud Goods and Services) – GSPD-ITGP (Non-Cloud)
<https://www.dgs.ca.gov/~media/Divisions/PD/Acquisitions/Solicitation-Document-Attachments/GSPDITGP-NonCloudRevised-and-Effective-111224.docx>

REQUIRED DOCUMENTS

The following documentation must be submitted for your bid to be considered responsive. Please write "N/A" on any form that is not applicable to you and initial the bottom of each form.

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

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

COST PROPOSAL**IFB NO. # 25-008**

Complete this form and submit in accordance with the requirements of this IFB. Bidder proposes that the services required in this IFB shall be provided to DCC for the following cost:

Line Item # (LIN)	Quantity	Unit of Measure	FY 26-27 Service/Commodity Description	Frequency	Unit Cost	Total Cost Per Year
1-1	1	EA	50 mg ASTM class 1 weight calibration, ISO/IEC17025 accredited and ISO 17025 certificate	Annually	\$	\$
1-2	3	EA	100 mg ASTM class 1 weight calibration, ISO/IEC17025 accredited and ISO 17025 certificate	Annually	\$	\$
1-3	3	EA	500 mg ASTM class 1 weight calibration, ISO/IEC17025 accredited and ISO 17025 certificate	Annually	\$	\$
1-4	3	EA	1 g ASTM class 1 weight calibration, ISO/IEC17025 accredited and ISO 17025 certificate	Annually	\$	\$
1-5	3	EA	5 g ASTM class 1 weight calibration, ISO/IEC17025 accredited and ISO 17025 certificate	Annually	\$	\$
1-6	3	EA	10 g ASTM class 1 weight calibration, ISO/IEC17025 accredited and ISO 17025 certificate	Annually	\$	\$
1-7	2	EA	20 g ASTM class 1 weight calibration, ISO/IEC17025 accredited and ISO 17025 certificate	Annually	\$	\$
1-8	2	EA	50 g ASTM class 1 weight calibration, ISO/IEC17025 accredited and ISO 17025 certificate	Annually	\$	\$
1-9	2	EA	100 g ASTM class 1 weight calibration, ISO/IEC17025 accredited and ISO 17025 certificate	Annually	\$	\$
1-10	2	EA	200 g ASTM class 1 weight calibration, ISO/IEC17025 accredited and ISO 17025 certificate	Annually	\$	\$
1-11	1	EA	500 g ASTM class 1 weight calibration, ISO/IEC17025 accredited and ISO 17025 certificate	Annually	\$	\$
1-12	1	EA	Analytical balance XPR205 Service - ISO 17025 standard calibration, basic preventative maintenance and performance verification and accuracy adjustments, Accuracy Calibration Certificate (ACC), calibrate manufacturer Annex, ISO 17025 compliant certificate	Annually	\$	\$
1-13	1	EA	Analytical balance XPE204 Service - ISO 17025 standard calibration, basic preventative maintenance and performance verification and accuracy adjustments, Accuracy Calibration Certificate (ACC), calibrate manufacturer Annex, ISO 17025 compliant certificate	Annually	\$	\$
1-14	3	EA	Precision balance XS1202S Service - ISO 17025 standard calibration, basic preventative maintenance and performance verification and accuracy adjustments, Accuracy Calibration Certificate (ACC), calibrate manufacturer Annex, ISO 17025 compliant certificate	Annually	\$	\$
1-15	1	EA	Halogen Moisture Analyzer HS153 Service - ISO 17025 standard calibration, basic preventative maintenance and performance verification and accuracy adjustments to heating unit and weighing unit, ACC Accredited, calibrate Moisture Annex, ISO 17025 compliant certificate	Annually	\$	\$

1-16	100	EA	Single channel pipette calibration service- ISO 17025 Accredited standard calibration certificate, repairs and parts, preventative maintenance and measurement performance verification	Annually	\$	\$
1-17	8	EA	Multi-channel (12 channel) pipette calibration - ISO 17025 Accredited standard calibration certificate, repairs and parts, preventative maintenance and measurement performance verification	Annually	\$	\$

Line Item # (LIN)	Quantity	Unit of Measure	FY 27-28 Service/Commodity Description	Frequency	Unit Cost	Total Cost Per Year
2-1	1	EA	50 mg ASTM class 1 weight calibration, ISO/IEC17025 accredited and ISO 17025 certificate	Annually	\$	\$
2-2	3	EA	100 mg ASTM class 1 weight calibration, ISO/IEC17025 accredited and ISO 17025 certificate	Annually	\$	\$
2-3	3	EA	500 mg ASTM class 1 weight calibration, ISO/IEC17025 accredited and ISO 17025 certificate	Annually	\$	\$
2-4	3	EA	1 g ASTM class 1 weight calibration, ISO/IEC17025 accredited and ISO 17025 certificate	Annually	\$	\$
2-5	3	EA	5 g ASTM class 1 weight calibration, ISO/IEC17025 accredited and ISO 17025 certificate	Annually	\$	\$
2-6	3	EA	10 g ASTM class 1 weight calibration, ISO/IEC17025 accredited and ISO 17025 certificate	Annually	\$	\$
2-7	2	EA	20 g ASTM class 1 weight calibration, ISO/IEC17025 accredited and ISO 17025 certificate	Annually	\$	\$
2-8	2	EA	50 g ASTM class 1 weight calibration, ISO/IEC17025 accredited and ISO 17025 certificate	Annually	\$	\$
2-9	2	EA	100 g ASTM class 1 weight calibration, ISO/IEC17025 accredited and ISO 17025 certificate	Annually	\$	\$
2-10	2	EA	200 g ASTM class 1 weight calibration, ISO/IEC17025 accredited and ISO 17025 certificate	Annually	\$	\$
2-11	1	EA	500 g ASTM class 1 weight calibration, ISO/IEC17025 accredited and ISO 17025 certificate	Annually	\$	\$
2-12	1	EA	Analytical balance XPR205 Service - ISO 17025 standard calibration, basic preventative maintenance and performance verification and accuracy adjustments, Accuracy Calibration Certificate (ACC), calibrate manufacturer Annex, ISO 17025 compliant certificate	Annually	\$	\$
2-13	1	EA	Analytical balance XPE204 Service - ISO 17025 standard calibration, basic preventative maintenance and performance verification and accuracy adjustments, Accuracy Calibration Certificate (ACC), calibrate manufacturer Annex, ISO 17025 compliant certificate	Annually	\$	\$
2-14	3	EA	Precision balance XS1202S Service - ISO 17025 standard calibration, basic preventative maintenance and performance verification and accuracy adjustments, Accuracy Calibration Certificate (ACC), calibrate manufacturer Annex, ISO 17025 compliant certificate	Annually	\$	\$
2-15	1	EA	Halogen Moisture Analyzer HS153 Service - ISO 17025 standard calibration, basic preventative maintenance and performance verification and accuracy adjustments to heating unit and weighing unit, ACC Accredited, calibrate Moisture Annex, ISO 17025 compliant certificate	Annually	\$	\$
2-16	100	EA	Single channel pipette calibration service- ISO 17025 Accredited standard calibration certificate, repairs and parts, preventative maintenance and measurement performance verification	Annually	\$	\$
2-17	8	EA	Multi-channel (12 channel) pipette calibration - ISO 17025 Accredited standard calibration certificate, repairs and parts, preventative maintenance and measurement performance verification	Annually	\$	\$

Line Item # (LIN)	Quantity	Unit of Measure	FY 28-29 Service/Commodity Description	Frequency	Unit Cost	Total Cost Per Year
3-1	1	EA	50 mg ASTM class 1 weight calibration, ISO/IEC17025 accredited and ISO 17025 certificate	Annually	\$	\$
3-2	3	EA	100 mg ASTM class 1 weight calibration, ISO/IEC17025 accredited and ISO 17025 certificate	Annually	\$	\$
3-3	3	EA	500 mg ASTM class 1 weight calibration, ISO/IEC17025 accredited and ISO 17025 certificate	Annually	\$	\$
3-4	3	EA	1 g ASTM class 1 weight calibration, ISO/IEC17025 accredited and ISO 17025 certificate	Annually	\$	\$
3-5	3	EA	5 g ASTM class 1 weight calibration, ISO/IEC17025 accredited and ISO 17025 certificate	Annually	\$	\$
3-6	3	EA	10 g ASTM class 1 weight calibration, ISO/IEC17025 accredited and ISO 17025 certificate	Annually	\$	\$
3-7	2	EA	20 g ASTM class 1 weight calibration, ISO/IEC17025 accredited and ISO 17025 certificate	Annually	\$	\$
3-8	2	EA	50 g ASTM class 1 weight calibration, ISO/IEC17025 accredited and ISO 17025 certificate	Annually	\$	\$
3-9	2	EA	100 g ASTM class 1 weight calibration, ISO/IEC17025 accredited and ISO 17025 certificate	Annually	\$	\$
3-10	2	EA	200 g ASTM class 1 weight calibration, ISO/IEC17025 accredited and ISO 17025 certificate	Annually	\$	\$
3-11	1	EA	500 g ASTM class 1 weight calibration, ISO/IEC17025 accredited and ISO 17025 certificate	Annually	\$	\$
3-12	1	EA	Analytical balance XPR205 Service - ISO 17025 standard calibration, basic preventative maintenance and performance verification and accuracy adjustments, Accuracy Calibration Certificate (ACC), calibrate manufacturer Annex, ISO 17025 compliant certificate	Annually	\$	\$
3-13	1	EA	Analytical balance XPE204 Service - ISO 17025 standard calibration, basic preventative maintenance and performance verification and accuracy adjustments, Accuracy Calibration Certificate (ACC), calibrate manufacturer Annex, ISO 17025 compliant certificate	Annually	\$	\$
3-14	3	EA	Precision balance XS1202S Service - ISO 17025 standard calibration, basic preventative maintenance and performance verification and accuracy adjustments, Accuracy Calibration Certificate (ACC), calibrate manufacturer Annex, ISO 17025 compliant certificate	Annually	\$	\$
3-15	1	EA	Halogen Moisture Analyzer HS153 Service - ISO 17025 standard calibration, basic preventative maintenance and performance verification and accuracy adjustments to heating unit and weighing unit, ACC Accredited, calibrate Moisture Annex, ISO 17025 compliant certificate	Annually	\$	\$
3-16	100	EA	Single channel pipette calibration service- ISO 17025 Accredited standard calibration certificate, repairs and parts, preventative maintenance and measurement performance verification	Annually	\$	\$
3-17	8	EA	Multi-channel (12 channel) pipette calibration - ISO 17025 Accredited standard calibration certificate, repairs and parts, preventative maintenance and measurement performance verification	Annually	\$	\$

I hereby certify that I am authorized to sign this Cost Sheet and warrant that the cost shown above is accurate and represents an unconditional offer to the California Department of Cannabis Control:

Submitted By

Company Name

Company Address

Telephone Number

Authorized Official and Title

By (Authorized Signature) Date

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation, and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)
4. **CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:** Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

5. **EXPATRIATE CORPORATIONS**: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1 and is eligible to contract with the State of California.
6. **SWEATFREE CODE OF CONDUCT**:
 - a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child laborer exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
 - b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
7. **DOMESTIC PARTNERS**: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.
8. **GENDER IDENTITY**: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that a contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

**CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
PROGRAM REQUIREMENTS – NOT FOR GOODS AND INFORMATION TECHNOLOGY**

(Revision Date 9/03/09)

Please read the requirements and instructions carefully before you begin.

AUTHORITY. The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq. **Recent legislation has modified the program significantly in that a bidder may no longer demonstrate compliance with program requirements by performing a “good faith effort” (GFE).**

The minimum DVBE participation percentage (goal) is 3% for this solicitation unless another percentage is specified in the solicitation. A DVBE incentive will be given to bidders who provide DVBE participation, unless stated elsewhere in the solicitation that the DVBE incentive has been waived.

INTRODUCTION. The bidder must complete the identified form to comply with this solicitation’s DVBE program requirements. Bids or proposals (hereafter called “bids”) that **fail to submit the required form and fully document and meet the DVBE program requirement shall be considered non-responsive.**

Information submitted by the intended awardee to comply with this solicitation’s DVBE requirements will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the 2 CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and/or contract termination.

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

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

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

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

COMMITMENT -- Commit to meet or exceed the DVBE participation requirement in this solicitation by either Method A1 (bidder is a California certified DVBE) or A2 (bidder is not a California certified DVBE). Bidders must document DVBE participation commitment by completing and submitting the Bidder Declaration (GSPD- 05-105) located elsewhere within the solicitation document. Failure to complete and submit the required form as instructed shall render the bid non-responsive.

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

Method A1. Certified DVBE bidder:

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

Method A2. Non-DVBE bidder:

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

THE FOLLOWING MAY BE USED TO LOCATE DVBE SUPPLIERS:

Awarding Department

Contact the department's contracting official named in this solicitation for any DVBE suppliers who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify DVBE suppliers for the solicitation. You may also contact the department's SB/DVBE Advocate for assistance.

Other State and Federal Agencies, and Local Organizations

- STATE:** Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), online certified firm database at <https://caleprocure.ca.gov/pages/index.aspx> . To begin your search, click on "SB/DVBE Search." Search by "Keywords" or "United Nations Standard Products and Services Codes (UNSPSC)" that apply to the elements of work you want to subcontract to a DVBE. Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: <https://caleprocure.ca.gov/pages/index.aspx> . For questions regarding the online certified firm database and the CSCR, please call the OSDS at (916) 375-4940 or send an email to: OSDCHelp@dgs.ca.gov.
- FEDERAL:** Search the U.S. Small Business Administration's (SBA) Central Contractor Registration (CCR) on-line database at www.sba.gov/ to identify potential DVBEs 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.
- LOCAL:** Contact local DVBE organization to identify DVBEs. For a list of local organizations, go to <https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-SBDVBE-Reciprocity-Partners> and select your region.

DVBE BID INCENTIVE. Unless stated elsewhere in the solicitation that the DVBE incentive has been waived, in accordance with Section 999.5(a) of the Military and Veterans Code an incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration GSPD-05-105 and confirmed by the State. The incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation. Unless a table that replaces the one below has been expressly established elsewhere within the solicitation, the following percentages will apply for awards based on low price.

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

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.

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

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

RESOURCES AND INFORMATION

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

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

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

DGS-PD EProcurement

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

- SB/DVBE Search
- CSCR Ads
- Click on "Help" and "Access Training" for eProcurement Training Modules, to include Searching for SBs and DVBEs.

Email: eprocure@dgs.ca.gov

Phone: (916) 375-2000

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: eprocure@dgs.ca.gov

Commercially Useful Function Definition

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

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

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

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

for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.

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

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 5/2006)

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

Section 1

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

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

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)

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, 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, DVBE or None)	Work performed or goods provided for this contract	Corresponding % Of bid price	Good standing?	51% of rental?

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

State of California—Department of General Services, Procurement Division GSPD–05–
105 (REV 08/09) Instructions
BIDDER DECLARATION Instructions

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

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

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

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

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

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

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

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

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

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

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

Column Labels

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

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

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

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

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

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

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

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

“N/A” if the:

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

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

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

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

**COMMERCIALLY USEFUL FUNCTION (CUF)
Instructions**

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

A business performing a CUF is one that does 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 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.
5. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

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

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

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

Commercially Useful Function (CUF) Statement

Solicitation/Contract Number: _____

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

Prime Contractor Information

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

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

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

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

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

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

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

 (Authorized Signature) Date

 (Printed Name and Title)

STATE OF CALIFORNIA
 Department of Resources Recycling and Recovery
 (CalRecycle)
 CalRecycle 74 (Revised 01/10 for State Agencies)

Postconsumer-Content Certification

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

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

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

Contractor/Company
Name _____

Address _____

Phone _____

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

Public Contract Code sections 12205 (a) (1), (2), (3) and (b) (1), (2), and (3)
 Pursuant to Public Contract Code 12205(a)(1), I certify under penalty of perjury under the laws of the State of California that the above information is true and correct.

Print Name	Signature	Title	Date
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FOOTNOTES:
Attachment G

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

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		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/

DARFUR CONTRACTING ACT CERTIFICATION

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

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

OPTION #1 - CERTIFICATION

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

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

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

OPTION #2 – WRITTEN PERMISSION FROM DGS

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

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

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

CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT

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

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

CERTIFICATION

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

Proposer/Bidder Firm Name (Printed)

Federal ID Number

By (Authorized Signature)

Printed Name and Title of Person Signing

Executed in the County of

Executed in the State of

Date Executed

Print Form

Reset Form

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD

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

STD 204 (Rev. 03/2021)

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

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

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

_____ - _____ - _____

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

_____ - _____ - _____

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

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

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

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

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

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

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

Section 1 – Payee Information

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

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

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

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

Section 2 – Entity Type

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

Section 3 – Tax Identification Number

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

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

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

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

Withholding Services and Compliance Section: 1-888-792-4900
For hearing impaired with TDD, call: 1-800-822-6268

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

Section 5 – Certification

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

Section 6 – Paying State Agency

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

Privacy Statement

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

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

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 04/2020)

AGREEMENT NUMBER

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

DEPARTMENT OF CANNABIS CONTROL

CONTRACTOR'S NAME

2. The term of this Agreement is: _____ or upon DGS/final approval, whichever is later, through _____

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.

Exhibit A – Scope of Work _____ page(s)

Exhibit B – Budget Detail and Payment Provisions _____ page(s)

Exhibit C* – General Terms and Conditions – GTC 610 _____ page(s)

Check mark one item below as Exhibit D:

☐ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) _____ page(s)

☐ Exhibit - D* Special Terms and Conditions _____ page(s)

Exhibit E – Additional Provisions _____ page(s)

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

BY (Authorized Signature)

 **DO NOT SIGN, SAMPLE CONTRACT**

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF CANNABIS CONTROL

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**California Department of General
Services Use Only**

☐

Exempt per:

EXHIBIT A

(Standard Agreement)

SCOPE OF WORK

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

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

(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

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

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

- B. Unless mutually agreed, monthly invoices must be submitted within 30 days from the end of each month in which services were rendered. Invoices must include the Agreement number and submitted in triplicate to the Program Contract Manager listed in this contract.
- C. Any travel and subsistence payments authorized under this agreement shall be paid as needed to execute the work. The maximum travel rates allowable are those established by the California Department of Human Resources. [http: www.calhr.ca.gov](http://www.calhr.ca.gov)

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

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

EXHIBIT D**(Standard Agreement)****SPECIAL TERMS AND CONDITIONS****4. 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.

5. Settlement of Disputes

In the event of a dispute, Contractor shall file a "Notice of Dispute" with the DCC within ten (10) days of discovery of the problem. Such Notice of Dispute shall contain the Agreement number. Within ten (10) days of receipt of such Notice of Dispute, the Agency Secretary, or Designee, shall meet with the Contractor and the DCC project manager for the purpose of resolving the dispute. The decision of the Agency Secretary or Designee shall be final. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

6. 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.

7. 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.

8. 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.

9. 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 PROVISIONS****CONTRACT AND SUBCONTRACT COMPLIANCE REQUIREMENTS**

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

UNFAIR PRACTICES ACT

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

CONFLICT OF INTEREST

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

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

LICENSE AND PERMIT REQUIREMENTS

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

If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary; however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the DCC a copy of your business license or incorporation papers for your respective state showing that your company is in good standing in that state.

In the event any license(s) and/or permit(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this agreement upon occurrence of such event.

Licensed contractors must observe professional standards for quality of 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 business days) by the Contractor and DCC Division Contract Manager normally responsible for the administration of this contract shall be brought to the attention of the Operations Branch Chief or the designated representative and the Contractor for joint resolution.

INSURANCE REQUIREMENTS

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

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 comply with the original contract terms.
- 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. 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 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- "with a financial category rating of no lower than VI. If the contractor is self-insured for a portion or all of its insurance, documentation of self-insurance must be submitted and approved by the Department of General Services, Office of Risk, and Insurance Management.
- 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. 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 insured 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. Contract Insurance Requirements

Prime Contractor Insurance Requirements

Contractor shall display on an Accord Certificate of insurance evidence of the following coverages:

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. 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, employees, and servants as additional insureds, but only with respect to work performed under this contract.**

Automobile Liability Insurance

Contractor shall maintain 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.

Workers Compensation Insurance

The Contractor shall have and maintain, for the term of this agreement, workers' compensation insurance and shall furnish to the State a certificate of insurance evidencing workers' compensation insurance and employer's liability presently in effect with limits not less than \$1,000,000 by an insurance carrier licensed to underwrite workers' compensation insurance in California. Such certificate shall include the name of the carrier, policy inception and expiration dates. If the Contractor is self-insured for workers' compensation, a certificate must be presented evidencing Contractor is a qualified self-insurer in the State of California. By signing this agreement, the Contractor hereby warrants that its carriers workers' compensation insurance on all of its employees who will be engaged in the performance of this agreement. If staff provided by the Contractor is defined as independent contractors, this clause does not apply.

The insurer waives any right of recovery the insurer may have against the State because of payments the insurer makes for injury or damage arising out of the work done under contract with the State. The waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to certificate.

Fidelity Bond/Crime Insurance – Contractor shall maintain Crime coverage in the amount not less than \$2,000,000.00 protecting the money and securities of the State in their care, custody and/or control. Such coverage shall include at a minimum: employee theft, forgery or alteration, theft of money and securities – inside, theft of money and securities – outside. The policy shall list the State of California as Loss Payee.

Sub-Contractor Insurance Requirements

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

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 annual policy aggregate. A "per project aggregate" endorsement is required. 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, employees, and servants as additional insureds, but only with respect to work performed under this contract**

Automobile Liability Insurance

Contractor shall maintain 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.

Workers Compensation Insurance

The Contractor shall have and maintain, for the term of this agreement, workers' compensation insurance and shall furnish to the State a certificate of insurance evidencing workers' compensation insurance and employer's liability presently in effect with limits not less than \$1,000,000 by an insurance carrier licensed to underwrite workers' compensation insurance in California. Such certificate shall

include the name of the carrier, policy inception and expiration dates. If the Contractor is self-insured for workers' compensation, a certificate must be presented evidencing Contractor is a qualified self-insurer in the State of California. By signing this agreement, the Contractor hereby warrants that its carriers workers' compensation insurance on all of its employees who will be engaged in the performance of this agreement. If staff provided by the Contractor is defined as independent contractors, this clause does not apply.

The insurer waives any right of recovery the insurer may have against the State because of payments the insurer makes for injury or damage arising out of the work done under contract with the State. The waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to certificate.

Fidelity Bond/Crime Insurance – Contractor shall maintain Crime coverage in the amount not less than \$2,000,000.00 protecting the money and securities of the State in their care, custody and/or control. Such coverage shall include at a minimum: employee theft, forgery or alteration, theft of money and securities – inside, theft of money and securities – outside. The policy shall list the State of California as Loss Payee.

LIABILITY AND DAMAGES

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

QUALIFICATIONS

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

MULTIPLE CONTRACTORS

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

SUBCONTRACTORS

Contractor shall obtain prior approval from DCC before hiring subcontractors, consultants, or both. The total amount of all subcontracts shall not exceed \$50,000 or 25% of the total amount of the contract, whichever is less, unless the Contractor can provide certified documents that award was made through a competitive bidding process requiring at least three bids from responsible bidders.

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

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

POTENTIAL SUBCONTRACTORS

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

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.