CALIFORNIA DEPARTMENT OF FOOD & AGRICULTURE
Karen Ross, Secretary

June 11, 2026

REQUEST FOR PROPOSAL (RFP)
Secondary Method

RFP No.: 26-0031
Title: Treatment Coordinator - Tulare County
Type of Contract: Consulting Services

NOTICE TO PROSPECTIVE PROPOSERS:

You are invited to review and respond to this Request for Proposal (RFP). In submission of your proposal, you must comply with the instructions and requirements found herein.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions.

Questions about this solicitation must be submitted to the Contracts Unit email address below with the RFP number in the Subject line. Responses to all questions received will be posted as an official addendum to this solicitation. Reference Page 1 for all Key Action Dates.

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

Contracts Unit
Office of Grants Administration
Administrative Services Division
CDFA.contracts@cdfa.ca.gov

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Key Action Dates

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

RFP available to prospective bidders	June 11, 2026
Written questions must be received by 5:00 PM PT	June 18, 2026
Questions and Answers will be posted by 5:00 PM PT	June 25, 2026
Emailed proposals must be complete and received no later than 2:00 PM PT	July 1, 2026
Estimated date of team evaluations	July 2 – July 3, 2026

Partial submission of proposal is unacceptable.

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

Questions and Answers

To maintain fairness during the bidding process, all questions must be submitted in writing and sent to the Contracts Unit email (CDFA.contracts@cdfa.ca.gov) **only**. The subject line of the email must contain the **Bid Number**. Bidders must not contact any program staff during the bidding process as this could result in disqualification.

Answers to questions received prior to the submission deadline listed above, will be provided via a formal addendum and will be posted to the contract advertisement on Cal eProcure.

Term of Contract

The term of this contract is July 15, 2026 or upon final/Department of General Services/Office of Legal Services (DGS/OLS) approval, whichever is later, through June 30, 2029.

Option to Renew

There is no option to renew under this contract.

Purpose and Description of Services

Problem Statement

The Glassy-winged sharpshooter (GWSS) (*Homalodisca vitripennis*) has become established in some areas of California as a significant pest in grapes. Since GWSS is a known vector of *Xylella fastidiosa*, a bacterium that causes Pierce's disease (PD) in grapes, the potential to impact grape growing areas with PD is significant.

Grapes are the number one agricultural plant commodity grown in California with an annual gross value of $5.64 billion (California Agricultural Statistics Review, FY 23/24), making management of GWSS critical to minimize the impact of PD on grape production in California. The potential for a significant economic impact on the grape industry by this host plant - vector - disease triangle has been documented in Temecula, California as well as neighboring counties with similar citrus and grape plantings. The same threat exists in the robust agricultural area of Tulare County, where GWSS populations from commercial citrus orchards threaten to vector PD into grapes.

Background

Trapping surveys in Tulare County indicate that GWSS populations are distributed over several different host plants including perennial agronomic crops, ornamental plantings, and weedy plant species. Data from these surveys suggest that GWSS populations are utilizing citrus as its primary reproductive host, and that it may be the predominant overwintering host when grapes, stone fruit, ornamental hosts and weedy species are dormant. Area-wide projects in Fresno, Kern, Tulare, and Madera counties have demonstrated a strategy for significantly reducing the GWSS in its overwintering host is feasible during the fall/winter and spring months, prior to the GWSS adult migration into surrounding hosts.

The diversity of agriculture in Tulare County and the wide host range of this pest makes individual grower management strategies for GWSS very challenging. Growers have adopted pest management strategies for a variety of other pests in this area prior to the introduction of the GWSS. The addition of a major pest like GWSS into this production system compounds attempts by individual growers to manage the insect on an individual farm basis. Therefore, it is essential that a management strategy be implemented that will bridge the challenges to individual growers and consider the entire growing area in a management plan.

In order to accomplish the timely application of treatments over large geographical areas in a coordinated manner, a Treatment Coordinator will provide growers with needed treatment information, as well as provide information back to program staff so that program treatments are as effective as possible. Recognizing that treatments are voluntarily done by citrus growers, it is imperative to have a coordinator in place that has good communication skills and a strong background in pest management to understand individual grower issues while getting the most effective treatments in place in a timely manner. This Treatment Coordinator position is essential to the management strategy that is implemented to help bridge the challenges individual growers have and how that impacts the overall treatment area and treatment effectiveness. This individual would be a qualified professional who is licensed by the California Department of Pesticide Regulation (DPR) as a Pest Control Advisor (PCA).

Monitoring through trapping will occur to provide accurate data to drive management decisions within the program. The Treatment Coordinator will maintain contact with program personnel (United States Department of Agriculture (USDA), California Department of Food and Agriculture (CDFA), and Tulare County) and be responsible for making contact with growers/managers/PCAs who have been identified to treat in accordance with program guidelines.

Trapping results within individual grower blocks will be used to determine whether or not GWSS numbers necessitate treatment. If GWSS numbers are not detectable by trapping, treatment may not be necessary nor prioritized depending on proximity to grape vineyards and funding availability. Program officials and the Treatment Coordinator will assess trapping results to determine treatment needs to suppress the pest population based on the insect's biology and past years' experience.

Responsibilities of the Contractor

1. Report to and coordinate with the CDFA, the USDA, and the Tulare County staff to develop treatment strategies including identifying priority areas and timelines for the treatments for the Area-wide Pest Management Program based on program objectives and available resources.

2. Monitor and evaluate current and/or previous season's trapping, survey, and detection data to determine infestation hotspots and coordinate the treatment of citrus/GWSS host crops near trap finds. Work with the USDA to obtain approval on proposed treatment plans prior to implementation.

3. Identify and locate affected growers within designated treatment areas and gather relevant contact information. Work with Tulare County staff to obtain permits as needed.

4. Following approval of proposed treatment plans by the USDA, contact eligible growers in Tulare County to offer participation in Area-wide Pest Management Program. The Contractor is expected to attempt telephone contact, with email permitted as an additional or alternative method when appropriate. Provide the grower and/or PCA educational information regarding the Area-wide Pest Management Program, applicable requirements and timelines, and advise on treatment options, including:
   i. Local GWSS population and life stage status,
   ii. University of California recommendations for GWSS control,
   iii. Pesticide labels, approximate prices, and application specifics, and
   iv. Integrated Pest Management (IPM), biological, and treatment control advice.

5. Maintain contact with USDA, state, and Tulare County staff, growers, farm managers, and PCAs to coordinate and organize associated grower paperwork for treatment reimbursement, including: prepare a Tulare County Compliance Agreement and Letter of Authorization for each new citrus/host site to be treated, which enables the grower to receive compensation under the Area-wide Pest Management Program; prepare or provide any additional application information; contact growers and their PCAs to arrange for GWSS treatments; monitor completion of applications; assure that the applications have been reported accurately, in a timely manner, and in the proper format; and respond to grower inquiries and follow-up as necessary, to assure that all of the required paperwork has been submitted to the Tulare County Agricultural Commissioner's Office.

6. Work with growers, ranch managers, PCAs and pest control businesses to ensure treatment applications have been properly noticed, and are made in accordance with all applicable laws, regulations, and project guidelines.

7. Be available (by phone and email), including evenings and weekends, to answer questions from program personnel, growers, PCAs, applicators, or others associated with the Area-wide Pest Management Program. Be available to address positive GWSS traps located in critical areas and work with growers, CDFA, USDA, and Tulare County staff to determine how soon treatments should be made.

8. Participate in monthly meetings with the CDFA, the USDA, and the Tulare County staff and report authorized treatment acreage, provide written status reports and other updates as requested.

9. Facilitate communication between growers, USDA, CDFA, and Tulare County staff. Participate in various industry, grower, government, and public education programs, such as the California Association of Pest Control Applicators (CAPCA), the Pesticide Applicators Professional Association (PAPA), and the University of California Cooperative Extension (UCCE), as time allows and as approved; provide updates as requested.

10. Provide source material for treatments, such as label information, application techniques, re-entry intervals and post-harvest restrictions for growers and other participants in the program. Stay current on latest GWSS/PD research and treatment information.

11. Notify grape growers in Tulare County whenever there is a GWSS detection located within ¼ mile of their property. The Contractor is expected to attempt telephone contact, with email permitted as an additional or alternative method when appropriate. Provide the grower and/or PCA educational information and advise on treatment options as needed, including:
    i. Local GWSS population and life stage status,
    ii. University of California recommendations for GWSS control,
    iii. Pesticide labels, approximate prices, and application specifics, and
    iv. IPM, biological, and treatment control advice.

12. When needed, assist in communications and coordination of treatment programs for homeowners in urban areas with GWSS host plantings.

13. Provide written reports monthly outlining the activities performed and the hours associated with each activity. A comprehensive annual report is required at the end of each year that summarizes activities, accomplishments, and future recommendations.

14. Provide written invoices monthly outlining the actual costs incurred during the billing period.

15. Maintain communication and treatment records and make them available the CDFA, USDA, and Tulare County upon request.

16. Provide for and be responsible for all transportation and communication needs associated with performing the required work.

Deliverables

1. Monthly activity reports summarizing activities performed during reporting period with itemized breakdown of hours associated with each activity and summary of key outcomes, issues, and upcoming priorities.

2. Annual report summarizing activities, accomplishments, and future recommendations.

3. Monthly invoice itemizing actual costs incurred during the billing period.

Responsibilities of CDFA

1. Select and contract with a qualified contractor to serve as a Treatment Coordinator to coordinate the grower response to GWSS in Tulare County, and to provide services, education, and outreach to growers, CDFA, USDA, Tulare County and interested parties in the aforementioned localities relating to GWSS and PD.

2. Provide direction, participate in and assist in coordinating meetings with USDA, CDFA, and Tulare County staff as needed.

3. Compensate the Contractor as invoiced in an amount not to exceed the amount agreed upon in the agreement terms of the contract.

4. Monitor the Contractor's activities.

Budget

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

The Employment Development Department's (EDD) "2024 California Employer's Guide" at https://edd.ca.gov/pdf_pub_ctr/de44.pdf and the Department of Industrial Relation's website are two references that Contractors can access for assistance with determining the costs and methods of paying for these benefits to include in their proposal.

Travel costs shall be reimbursed at Federal rates in effect at the time of travel as established by the United States (U.S.) General Service Administration, which can be accessed at: Travel resources | GSA

System for Award Management

All entities bidding for this federally funded contract, must have a Unique Entity ID (UEI) and be registered with System for Award Management. (SAM.gov). Failure to register and maintain an active SAM account will prevent your organization from receiving federal funds. SAM accounts must be renewed annually. Entities will be required to provide their organization's UEI number and CDFA will check that the entity is in good standing before CDFA can enter into an agreement. The registration process can take a few weeks; therefore, entities are highly encouraged to begin the registration process now. Please enter your UEI number in the section titled "Small Business Preference" of the Contractor Status Form. The link to this form can be found on the Required Documents page of this IFB.

Printing

Under Government Code 14850 and Penal Code Section 2807, State agencies are required to obtain printing services through, or obtain waivers from, the Department of General Services, Office of State Publishing and the California Correctional Training and Rehabilitation Authority prior to obtaining services outside of state government. This mandate passes through to contractors who wish to include a printing component in their proposals and/or services.

A copy of these waivers must be provided to the California Department of Food and Agriculture with the invoice(s) to obtain payment for these services.

Proposal Requirements

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

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

1. Nature of firm's services and activities. Provide a description of the nature of the firm's services and activities. Note when the business was established, brief history and location.
2. Description. Overall description of techniques, approaches and methods to be used in performing the services.
3. Work Plan or Schedule. Each major task must indicate all necessary subtasks and identify specific total hours, commencement dates and completion dates by which progress can be measured and payments made.
4. Identification of Project Manager. Identify the Project Manager who will manage the contract work. Document a required minimum of five (5) years education and experience that this person has in the same area of expertise required by this RFP.
5. Resumes. Provide resumes for each individual, including the lead personnel and supporting personnel to be employed for this project. Include education, experience and expertise with pertinent information demonstrating qualifications for this RFP. **Do not exceed two (2) pages per person.**
6. Organization Chart. Submit an organization chart showing the hierarchy of key personnel to be working on this project. Chart must show the relationship between project manager and key personnel of the firm and all other parties (subcontractor[s]) to this proposal.
7. References. Prime contractor shall provide in its proposal a minimum of three (3) reference letters from firms for which services were performed by the prime contractor. Each letter must include name of firm, contact person, address, phone number, must be on the firm's letterhead, and must include a description and assessment of services performed by the prime contractor. Services performed by the prime contractor shall be similar to the services requested in this RFP. Contractor should not provide reference letters from Department staff if those employees are anticipated to be on the Evaluation Team. CDFA employees listed as references shall be recused from the evaluation process.
8. Subcontractors. When subcontractors are used, include the following:
   A. identification of those persons or firms.
   B. resumes of each major subcontract participant.
   C. the portions and monetary percentages of the work to be done by the subcontractors.
   D. how they were selected and why.

E. description of how subcontracted work will be controlled, monitored and evaluated.

9. Cost Proposal. Shall include a detailed breakdown showing how the costs were determined. A Cost Proposal must be submitted for each contract year and any Options to Renew. A proposal missing Costs Proposals for the term of the contract and any options will be deemed non-responsive. An Excel spreadsheet with the required format is provided as a separate attachment to this RFP.
10. Samples by Prime Proposer. Include samples of similar types of contracts on work performed that were successfully conclusive and list the contractor's name, contact information, address, phone number, person to contact, term dates, and services performed. **A minimum of three (3) samples of prior projects of a similar nature are required to be submitted.**
11. The proposal must include all items as outlined above and the documents listed on the Required Documents page.

Proposal Submittal Requirements

1. Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.
2. A proposal may be disqualified if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. At its discretion, the CDFA may waive any immaterial deviations in a solicitation. The CDFA's waiver of immaterial defect shall in no way modify the RFP document or excuse the proposal from full compliance with all requirements if awarded the agreement.
3. Costs incurred for developing proposals in anticipation of award of the Agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.
4. A proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal **prior to the submission deadline**. Proposer modifications offered in any other manner, oral or written, will not be considered.
5. A proposer may withdraw its proposal by submitting a written withdrawal request to the CDFA, signed by the proposer or an authorized agent of their firm. A proposer may thereafter submit a new proposal **prior to the submission deadline**. Proposals may not be withdrawn without cause subsequent to the submission deadline.
6. The CDFA may modify this RFP prior to the date fixed for submission of proposals by posting an addendum to the original bid package on Cal eProcure.
7. The CDFA reserves the right to reject all proposals. The CDFA is not required to award an Agreement.
8. Before submitting a response to this solicitation, proposers should review to ensure there are no errors and confirm compliance with the RFP requirements.
9. Where applicable, proposer should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
10. The CDFA does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions are not negotiable.

Generative Artificial Intelligence (GenAI) Disclosure Notification Clause

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

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 Definitions for GenAI.

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

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.

Submission of Proposal

1. Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies, or misstatements may be cause for rejection of a proposal.
2. Proposals must be submitted via email to CDFA.contracts@cdfa.ca.gov. The subject line of the email must read as follows: **Proposal Number, Your Organization's Name**. All Proposal documents must be in PDF format. The Technical Proposal and Cost Proposal should be one document; examples can be separate. As the identified point of contact, please obtain acceptable e-signature(s) from your company's authorized representative. Acceptable forms of e-signature include:
    a. Scanned "Wet" Signature: Print and sign document(s) in ink, then scan an electronic copy in PDF format.
    b. "Typed" Signature: If the signature field of the document is editable (e.g., the signature feature in Adobe Acrobat), then a typed signature is acceptable.
3. Proposals will not be accepted from Expatriate Corporations, and proposals from primes subcontracting with Expatriate Corporations will not be accepted.
4. If the proposal is made under a business title (dba), the actual legal name of the proposer must be provided.

5. All proposals shall include the documents identified on the checklist entitled "Required Documents." Proposals not including the required documents shall be deemed non-responsive.

Evaluation and Selection

1. At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.
2. Proposals that contain false or misleading statements, or provide references, which do not support an attribute or condition claimed by the proposer, may be rejected.
3. The proposals that meet the minimum qualifications will be evaluated and scored according to the criteria in the Evaluation Scoring Criteria included in this RFP. A minimum of 98 points out of 140 points possible in categories 1 through 3 of this phase must be achieved to be considered responsive.
4. The Evaluation Scoring Criteria is not intended to be a list of RFP requirements but rather a fair, uniform, and impartial approach to determining which proposal best meets the RFP requirements. The Evaluation Team will review each Proposal in its entirety to determine if the requirements are being met and scores will be awarded based on a review of each Proposal, including the resumes. The Evaluation Scoring Criteria will be used to ensure Proposers have met all RFP requirements based on each category listed.
5. Award, if made, will be to the highest scored responsive proposer.

Award and Protest

1. Notice of the proposed award shall be sent to all proposers. Upon written request by any proposer, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the agreement.
2. If any proposer, prior to the award of agreement, files a protest with the Department of General Services (DGS), Office of Legal Services, and the CDFA on the grounds that the Department failed to follow procedures under Public Contract Code §10344(c), the agreement shall not be awarded until either the protest has been withdrawn or the DGS has decided the matter.
3. **Within five (5) days** after filing the initial protest, the protesting proposer shall file with the DGS and the CDFA a detailed written statement specifying the grounds for the protest. The written protest must be sent to:

   Department of General Services
   Office of Legal Services
   Attention Bid Protest Coordinator
   707 Third Street, 7th Floor, Suite 7-330,
   West Sacramento, California 95605
   Or via email to: OLSProtests@dgs.ca.gov

   A copy of the detailed written protest should be mailed to CDFA, Contracts Unit, 1220 N Street, Room 120, Sacramento, California 95814 or via email to CDFA.contracts@cdfa.ca.gov. If mailing, it is suggested that proposers submit any protest by certified or registered mail.

Disposition of Bids

Upon proposal evaluation, all documents submitted in response to the RFP will become the property of the State of California and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and Public Contract Code §10344(c)(2) and subject to review by the public.

Agreement Execution and Performance

1. Performance shall start no later than thirty (30) days, or on the expressed date set by the CDFA and the Contractor, after all approvals have been obtained and the Agreement is fully executed. Should the Contractor, after all approvals have been obtained and the Agreement is fully executed, fail to commence work at the agreed upon time, the CDFA, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's proposal price and the actual cost of performing work by another contractor.

2. All performance under the agreement shall be completed within the agreement's terms.

Preference and Incentive Programs

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

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

1. Certified Small Businesses and Microbusinesses Certification Benefits

California Government Code Sections 14835 et seq. requires that a five percent preference be given to bidders who qualify as a small business. The rules and regulations of this law, including the definition of a small business, are contained in Title 2, California Code of Regulations, Sections 1896 et seq. Additional information is available from the DGS, Office of Small Business Certification and Resources (OSBCR) at (916) 375-4940 or https://www.caleprocure.ca.gov/pages/index.aspx .

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

A qualified bidder who claims the small business preference will be granted a preference consisting of five percent of the highest scored responsive bid only if the highest bid is submitted by a business that is not a certified small business. The five percent preference is used only for computation purposes to a maximum of $50,000 to determine the lowest responsive bidder and does not alter the amounts of the resulting Agreement. An Agreement awarded by reason of the five percent preference is awarded for the amount of the small business firm's actual cost proposal.

2. Target Area Contract Preference Act (TACPA)

This solicitation provides for the optional TACPA preference. Bidders are not required to apply for this preference. Denial of the TACPA preference request is not a basis for rejection of the bid/offer.

The TACPA workplace and workforce preferences will be evaluated for this solicitation. California-based companies seeking TACPA preferences will need to complete and submit preference request forms with the bid/offer. The following webpage contains required preference request forms and an interactive map to determine if a business is located with a TACPA qualified zone: Request a Target Area Contract Preference.

By submitting forms, a bidder given a TACPA preference agrees to the TACPA contract provisions required by Government Code 4535 and provided in section 1896.40 of Title 2 of the California Code of Regulations (CCR) in addition to requirements specified on the TACPA form STD 830.

3. Recycled Content Certification

The State of California is required to purchase recycled content products (RCPs) rather than non-recycled products whenever price, quality, and availability are comparable. Furthermore, each state agency is required to purchase RCPs in sufficient quantities to ensure that mandated RCP procurement goals are attained within eleven product categories. If two bidders quote the same bid cost amount for services, the State will award the contract to the RCP certified contractor.

In order to help state agencies identify all reportable purchases and all the reportable RCP purchases, suppliers are mandated by the Public Contract Codes to certify the minimum, if not the exact, recycled content, both secondary and postconsumer material, in the products, materials, goods, and supplies offered or sold to the State. The Public Contract Codes require every supplier to certify the minimum, if not the exact recycled content, both secondary and postconsumer material, in the products, materials, goods, and supplies offered or sold to the State. Additional information regarding this program can be obtained at the following web site: https://www.calrecycle.ca.gov/StateAgency/.

4. DVBE Participation

Please look carefully at boxes (a) and (b) in this section. Please note that regardless of DVBE participation requirements the DVBE deductions still apply to all bidders providing DVBE participation (further information is listed below under DVBE Incentive).

(a) ☐ DVBE Participation is **Required**

(b) ☒ DVBE Participation has been **Waived**, however there is a DVBE Incentive**.**

If box (a) is checked:
You must respond accordingly to the instructions outlined in “California Disabled Veteran Business Enterprise (DVBE) Program Requirements – for Non-IT Services” on the following

page for your bid to be considered responsive.

This IFB has participation goals for the Disabled Veteran Business Enterprise (DVBE) Program of three (3%) percent of the total bid cost. Bidders must meet the DVBE requirements in order to be considered a responsive bidder and be considered for contract award. Failure to meet the three (3%) percent minimum will result in your bid being rejected. A copy of the DGS DVBE Certification letter must be included with your bid.

If box (b) is checked, bidders are not required to provide DVBE participation, but may choose to for the Incentive. Please refer to the DVBE Incentive below:
Unless stated elsewhere in the solicitation that the DVBE incentive has been waived, in accordance with Section 999.5(a) of the Military and Veterans Code an incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified participation as identified on the Bidder Declaration, DGS PD-05-105, and confirmed by the State. The incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation.

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.

The following percentages will apply for awards based on low price.

Confirmed DVBE Participation of:	DVBE Incentive:
5% or Over	5%
4% to 4.99% Inclusive	4%
3% to 3.99% Inclusive	3%

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

(Revision Date 1-2022)

Please read the requirements and instructions carefully.

AUTHORITY

The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.61 et seq.

DVBE PARTICIPATION

The **minimum** DVBE participation is 3% for this solicitation *unless* another percentage is specified in the solicitation, or the solicitation is exempt from DVBE participation.

DVBE INCENTIVE

An incentive will be given to bidders who provide DVBE participation, unless stated elsewhere in the solicitation that the DVBE Incentive has been waived.

INTRODUCTION

The bidder must complete the identified form(s) and fully document that the mandatory minimum percent of DVBE participation will be met in order to comply with this solicitation's DVBE program requirement or the bid may be considered non-responsive.

Information submitted by the Bidder to comply with this solicitation's DVBE requirements will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of PCC §10115 et seq. and MVC §999 et seq., and follow the investigatory procedures required by 2 CCR §1896.91. Contractors found to be in violation of these provisions may be subject to suspension from doing business with the State of California, contract termination, civil penalties, and loss of State certifications.

Only State of California, Office of Small Business and DVBE Services (OSDS), certified Disabled Veteran Business Enterprises (hereafter called "DVBE") shall be used to satisfy the DVBE requirements. The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of 2 CCR §1896.1, is certified in accordance with 2 CCR §1896.84, and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function as required in MVC §999(B). Bidders must verify each DVBE subcontractor's certification status with OSDS to ensure participation eligibility prior to submitting bids. A DVBE that is not certified at the time of award or does not meet and maintain certification cannot count towards an awarding department's three (3) percent goal (MVC §999.5(c)).

COMMERCIALLY USEFUL FUNCTION DEFINITION

A SB/DVBE certified firm performs CUF when doing **all** of the following:

1. Executes a distinct element of the contract scope of work including supplying of goods/services.
2. Performs, manages, or supervises the work including supplying of goods/services.

3. Performs work that is normal for the firm's business services and functions.
4. Is responsible, with respect to products, inventories, materials, and supplies required for the subcontract, negotiating price, determining quality and quantity, ordering, installing (if applicable), and paying for the material.
5. Does not subcontract a portion of the work greater than expected by industry practices.

A SB/DVBE certified firm does **NOT** perform CUF when:

1. The firm is an extra participant involved in a transaction, contract, or project through which funds are passed through in order to obtain the appearance of SB/DVBE participation.
2. The firm is not being used to perform the work as stipulated in the bid.
3. The firm is no longer used to provide good/services listed in initial bid response.

DVBE SUBSTITUTION
Bidders must use the DVBE subcontractors or suppliers proposed in the proposal. Any substitutions must be requested in writing to the awarding department and approved by the awarding department and OSDS in writing prior to the commencement of any work by the proposed DVBE. The substitution must be to perform the same work and shall maintain the minimum level of DVBE participation stated in original bid (MVC §999.5(g)).

DVBE SUBCONTRACTOR REPORTING
Bidders awarded a contract with a commitment to use DVBE subcontractors must certify, upon completion of contract, that all payments have been made to the DVBE subcontractors by submitting the Prime Contractor's DVBE Subcontracting Report (STD 817). For such contractors awarded on or after January 1, 2021, the department will withhold $10,000 from the final payment, or the full payment if the final payment is less than $10,000 from prime contractors, until the complete and accurate STD 817 is received. Failure to submit this certification after given the opportunity to cure, will result in the department permanently deducting $10,000 from the final payment or the full payment if less than $10,000 (MVC §999.7).

Prime contractor shall provide proof of payments made to DVBE subcontractors at the request of the department. The department shall keep all information provided by the prime contractor regarding the DVBE program requirements in the procurement file for six (6) years (MVC §999.55).

PLEASE READ ALL INSTRUCTIONS CAREFULLY

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

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

PARTICIPATION COMMITMENT
Bidders must commit to meet or exceed the DVBE participation requirement in this solicitation by either Method A1 (bidder is a California certified DVBE) or A2 (bidder is not a California certified DVBE). Bidders must document DVBE participation commitment by completing and submitting all forms and documentation necessary to support meeting CUF.

Forms include the Bidder Declaration (DGS PD-05-105) and DVBE Declarations (DGS PD 843), and the Confirmation Letter/Form as described below, and any other requested documentation. Failure to complete and submit the required form(s) as instructed will render the proposal non-responsive.

Method A1. Certified DVBE bidder:

A. Commit to perform the participation goal percentage of the contract bid amount with its own resources or in combination with another DVBE(s).
B. Document DVBE participation on the Bidder Declaration DGS PD-05-105 for the Prime and all subcontractors (any person, firm, and/or corporation that will participate in fulfilling any part of the contract).
C. Submit a written Confirmation Letter/Form from each DVBE subcontractor identified on the Bidder Declaration. The written confirmation must include the solicitation number and be signed by the Bidder and the DVBE subcontractor(s). The written confirmation shall include, but is not limited to, the DVBE scope of work, work to be performed by the DVBE, term of the intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment and total amount to be paid to the DVBE. Failure to submit signed confirmations with the bid may render the bid non-responsive. If further verification is necessary, the State will obtain additional information to verify compliance with the above requirements.
D. Submit DVBE Declarations Form, DGS PD 843, for all DVBE participants (prime or sub).

Method A2. Non-DVBE bidder:

A. Commit to using DVBE(s) to perform the participation goal percentage of the contract bid amount.
B. Document DVBE participation on the Bidder Declaration, DGS PD-05-105.
C. Submit a written Confirmation Letter/Form from each DVBE subcontractor identified on the Bidder Declaration. The written confirmation must include the solicitation number and be signed by the Bidder and the DVBE subcontractor(s). The written confirmation shall include, but is not limited to, the DVBE scope of work, work to be performed by the DVBE, term of the intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment and total amount to be paid to the DVBE. Failure to submit signed confirmations with the bid may render the bid non-responsive. If further verification is necessary, the State will obtain additional information to verify compliance with the above requirements.
D. Submit DGS PD 843, DVBE Declarations Form, for all DVBE participants (prime or sub).

RESOURCES AND INFORMATION TO LOCATE DVBE SUPPLIERS

Awarding Department

Contact the department at CDFA.contracts@cdfa.ca.gov for any DVBE suppliers who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify DVBE suppliers for the solicitation. You may also contact the department's SB/DVBE Advocate for assistance.

Department of General Services, Procurement Division (DGS-PD) OFFICE OF SMALL BUSINESS AND DVBE SERVICES (OSDS)

The department's Small Business (SB/DVBE) Advocate can also provide assistance with identifying DVBEs. For a directory of SB/DVBE Advocates for each department go to Find-a-SB_DVBE-Advocate.

For assistance with this directory, contact the DGS-PD SB/DVBE Advocate at 916-375-4940 or Advocate@dgs.ca.gov.

For assistance with SB/DVBE search, certification applications and information, certification information, certification status or concerns and general DVBE program info, you may use any of the following methods:

1. From 8:00 a.m. – 5:00 p.m., Monday through Friday: Call OSDS at (916) 375-4940
2. Visit the DGS website at: Apply For or Re-apply as Small Business, Disabled Veteran Business Enterprise (ca.gov); or
3. Email: OSDSHelp@dgs.ca.gov

DGS PD E-Procurement

Access the list of all certified DVBEs by using the DGS-PD online certified firm database at www.caleprocure.ca.gov. To begin your search, click on "Quicklinks" and then click on "Find Certified Firms (SB/DVBE). Search by one "keyword" or "United Nations Standard Products and Services Code (UNSPSC)" at a time that apply to the elements of work you want to subcontract.

Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at www.caleprocure.ca.gov. click on Resources and then on "Find Public Procurement Information." For questions regarding the CSCR, please call (916) 375-2000 or send an email to eprocure@dgs.ca.gov.

For eProcurement Training Modules, including the SB/DVBE Search, click on "Resources" then on "Training and Resources."

California Department of Veterans Affairs

Visit www.calvet.ca.gov, Click on CalVet Programs tab, click on Veterans Services, and then click on Disabled Veterans Business Enterprise (DVBE Program) or email: DVBE@calvet.ca.gov.

EVALUATION SCORING AND CRITERIA

RATING	CRITERIA
Excellent	The proposal goes above and beyond the RFP components as well as provides a high degree of confidence in its effectiveness to implement the scope of work. In addition, the response covers areas not originally addressed within the RFP category and includes additional information and recommendations that would prove both valuable and beneficial to the Department. This response is considered to be an excellent standard, demonstrating the proposer's authoritative knowledge and understanding of the project.
Good	The proposal addresses the RFP components and provides a reasonable and quality solution to address the issue, problem, and need.
Average	The proposal addresses some aspects of the RFP components and minor concerns exist.
Below Average	Minimally addresses RFP components and one or more major concerns exist.
Poor	One or more RFP component(s) are not met, and one or more major concern(s) exist.

CATEGORIES

1. **Responsiveness of Proposal (Total 50 Points)**

   a. **Proposal is complete and accurate (15 Points):** Scoring will be based on how well the issue, problem or need is addressed.

Poor	Below Average	Average	Good	Excellent

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15

   b. **Techniques, approaches, and methods (15 Points):** Scoring will be based on the relevance and appropriateness of techniques, approaches and methods proposed to implement the scope of work.

Poor	Below Average	Average	Good	Excellent

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15

   c. **Implementation (10 Points):** Scoring will be based on how well the proposal describes the activities necessary to accomplish objectives.

Poor	Below Average	Average	Good	Excellent

1	2	3	4	5	6	7	8	9	10

d. **Demonstrates ability to meet timelines (5 Points):** Scoring will be based on how likely the proposed activities can be achieved within the timeline.

Poor	Below Average	Average	Good	Excellent
1	2	3	4	5

e. **Possession of strong communication skills (5 Points):** Scoring will be based on how well the bidder demonstrates their ability to effectively communicate.

Poor	Below Average	Average	Good	Excellent
1	2	3	4	5

2. **Statement of Understanding (Total 45 points)**

a. **Clear understanding of the role of the treatment coordinator within the PDCP/GWSS area-wide management program (15 Points):** Scoring will be based on the bidder providing a detailed understanding of the role of the treatment coordinator in area-wide programs.

Poor			Below Average			Average			Good			Excellent		
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15

b. **Demonstrates knowledge and understanding of working with growers, particularly of citrus and grapes, PCAs, and others related to pest management and control (15 Points):** Scoring will be based on the bidder's ability to describe the strategies they would employ and the success that those strategies would impart to the receiving entity.

Poor			Below Average			Average			Good			Excellent		
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15

c. **Demonstrates understanding of working with multiple entities to coordinate treatments, process appropriate paperwork, and other grower outreach activities related to pest control and management (15 Points):** Scoring will be based on the bidder providing examples of coordinated work experience similar in nature to what is being requested.

Poor			Below Average			Average			Good			Excellent		
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15

3. **Qualifications of Personnel (Total 45 Points)**

a. **Relevant experience in coordinating agricultural pest control and management, particularly with citrus and grapes in California (15 Points):** Scoring will be based on the bidder providing examples of projects of a similar nature to what is being requested.

Poor			Below Average			Average			Good			Excellent		
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15

b. **Relevant experience working with citrus and grape growers, PCAs, and other stakeholders in California (15 Points):** Scoring will be based on the bidder's ability to provide examples of experience with citrus and grape growers, or other projects of a similar nature to what is being requested.

Poor			Below Average			Average			Good			Excellent		
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15

c. **Demonstrates ability as project manager (10 Points):** Scoring will be based on bidder's ability to describe and quantify the depth and breadth of experience as a project manager.

Poor		Below Average		Average		Good		Excellent	
1	2	3	4	5	6	7	8	9	10

d. **Resumes (5 Points):** All staff on project have provided a well written resume that demonstrates ability to meet proposal needs.

Poor	Below Average	Average	Good	Excellent
1	2	3	4	5

Subtotal - Categories 1 – 3	**140**

Proposals must meet a minimum score of 98 points of the total 140 available points in categories 1 through 3 above to have the cost proposal evaluated.

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

REQUIRED DOCUMENTS

The following documents must be submitted with your proposal to be considered responsive:

- ❑ Proposal as outlined under Proposal Submittal Requirements
- ❑ Attachment 1, Cost Proposal(s)
- ❑ Contractor Status Form
- ❑ Disabled Veterans Business Enterprise Participation Declarations, DGS PD 843 https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_843.pdf
- ❑ Bidder Declarations, GSPD-05-105 https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/gspd05-105.pdf
- ❑ Commercially Useful Function (CUF), DGS OBAS 201 https://www.documents.dgs.ca.gov/dgs/fmc/dgs/obas201.pdf
- ❑ If corporation, proof that business is in good standing and qualified to conduct business in California
- ❑ If a nonprofit organization, proof of nonprofit status

The following forms will be required of the winning proposer upon award of the contract:

- ❑ Contractor Certification Clauses – CCC 04/2017 https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language
- ❑ Recycled Content Certification Form, CalRecycle 74 https://www2.calrecycle.ca.gov/Docs/Web/111480
- ❑ Darfur Contracting Act Certification, DGS PD 1 https://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_1.pdf
- ❑ California Civil Rights Laws Attachment, DGS OLS 04 (If $100,000 or more) https://www.documents.dgs.ca.gov/dgs/fmc/dgs/ols004.pdf
- ❑ Iran Contracting Act Verification Form, DGS PD 3 (If $1,000,000 or more) https://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_3.pdf

SAMPLE CONTRACT

Reset Form | Print Form | SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

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

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

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP

PRINTED NAME OF PERSON SIGNING	TITLE
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP

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

EXHIBIT A

SCOPE OF WORK

1. Contractor agrees to provide to the California Department of Food and Agriculture (CDFA) as described herein:

2. The services shall be performed at .

3. The services shall be provided during .

4. The project representatives during the term of this agreement will be:

   State Agency
   Name
   Unit/Branch
   Address
   Phone Number
   Email Address

   Contractor
   Name
   Unit/Branch
   Address
   Phone Number
   Email Address

5.

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

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

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Invoicing and Payment**

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

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

   B. Unless mutually agreed, monthly invoices must be submitted within 30 days from the end of each month in which services were rendered. Invoices must include the Agreement number and submitted to the Program Contract Manager listed in this contract.

   C. Any travel and subsistence payments authorized under this agreement shall be paid as needed to execute the work. The maximum travel rates allowable are the rates in effect at the time of travel as established by the United States General Services Administration. https://www.gsa.gov/travel-resources

2. **Budget Contingency Clause**

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

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

3. **Prompt Payment Clause**

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

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

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

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

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

4. Agency Liability
   The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

5. Right to Terminate
   The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein. However, the agreement can be immediately terminated for cause.

EXHIBIT E

ADDITIONAL PROVISION

CONTRACTS FUNDED BY THE FEDERAL GOVERNMENT

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

Federal Funding Accountability and Transparency Act

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

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

System for Award Management

All entities applying for federal funding, including renewal funding, must have a Unique Entity ID. A UEI Number is a unique identifier issued and maintained by System for Award Management. All entities must register with SAM.gov. Failure to register and maintain an active SAM account will prevent your organization from receiving federal funds. SAM accounts must be renewed annually.

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

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

UNFAIR PRACTICES ACT

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

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

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

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

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

Should the State of California determine that the work or materials provided vary materially from the specifications, or that defective work when completed was not performed in a workmanlike manner, then the Contractor warrants that he/she shall perform all necessary repairs, replacement and corrections needed to restore the property according to the agreement plans and specifications, all at no further or additional cost to the State of California.

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.

General Provisions Applying to All Policies

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

K. **Premiums** – The contractor/Permittee shall be responsible for any premium, deductible or self-insured retention in connection with any Required Insurance.
L. **Required Insurance -** By requiring the insurance herein, the Department does not represent that the insurance coverage and limits will necessarily be adequate to protect the Contractor/Permittee and such coverage and limits shall not be deemed as a limitation on the contractor's/Permittee's liability under the indemnities granted to the Department in this Contract.
M. **Insurance Certificate** - Contractor shall provide an insurance certificate evidencing the required insurance coverage before work commences under this Agreement.

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

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

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

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

C. **Workers' Compensation and Employer's Liability**
Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the

Contract. In addition, employer's liability limits of $1,000,000 are required. By signing this contract, Contractor acknowledges compliance with these regulations.

A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to certificate.

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

E. **Self-Insurance**
In lieu of maintaining commercial insurance coverage, Contractor may adopt alternative risk management programs, which the State of California determines to be reasonable and which shall not have a material adverse impact on reimbursement from thirty-party payers, including, without limitation, to self-insure in whole or in part individually or in connection with other institutions, or to establish to participate in other alternative risk management programs.

i. Satisfying an SIR - All insurance required by this contract must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
ii. Inadequate Insurance - Inadequate or lack of insurance does not negate the Contractor's obligations under the contract.
iii. Available Coverages/Limits - All coverage and limits available to the Contractor shall also be available and applicable to the State.

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

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

MULTIPLE CONTRACTORS

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

SUBCONTRACTORS

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

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

POTENTIAL SUBCONTRACTORS

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

RIGHT TO BAR

The CDFA reserves the right to bar any Contractor’s or subcontractor’s employee from the worksite.

STAFF EXPENSES

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this agreement. Such personnel shall not be employees of or have any contractual relationship with any government entity.

The Contractor shall indemnify CDFA against any failure of Contractor to pay into funds providing rights under the Labor Code, Unemployment Insurance Code, and Industrial Welfare Commission Order, or failure to pay such amount into these funds as required by law.

BUDGET FLEXIBILITY

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

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

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

CONFIDENTIALITY AND PUBLIC RECORDS

Contractor and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. The Contractor shall maintain the confidentiality of all records furnished by CDFA that are deemed confidential and at the end of the term of the contract shall return all confidential information to CDFA. Such confidential or proprietary information or data provided by the Contractor to CDFA may be subject to disclosure under the California Public Records Act, commencing with Government Code, Section 6250 et seq. The CDFA agrees not to disclose such information or data furnished by contractor and to maintain such information or data as confidential when so designated by contractor in writing at the time it is furnished to the CDFA, only to the extent that such information or data is exempt from disclosure under the California Public Records Act and the Public Contract Code.

PUBLICITY AND ACKNOWLEDGEMENT

The Contractor agrees that he/she will acknowledge CDFA's support whenever projects funded, in whole or in part, by this agreement are publicized in any news media, brochure, or other type of promotional material.

COPYRIGHTS AND TRADEMARKS

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

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

OWNERSHIP OF DRAWINGS, PLANS AND SPECIFICATIONS

The CDFA shall have separate and independent ownership of all drawings, design plans, specifications, notebooks, tracings, photographs, negatives, reports, findings, recommendations, data memoranda of every description or any part thereof, prepared under this agreement and the originals and all copies thereof will be delivered to the State upon request. The State will have the full right to use said originals and copies in any manner when and where it may determine without any claim on the part of the Contractor, its vendors or subcontractors to additional compensation.

FORCED, CONVICT, AND INDENTURED LABOR

No foreign-made equipment, materials, or supplies furnished to the State pursuant to this contract may be produced in whole or in part by forced labor, convict labor, or indentured labor.

PRIORITY HIRING CONSIDERATIONS

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

WORK ORDERS

A. When work orders are required to perform the services required by this Agreement, the CDFA project manager will prepare a work order for each item of work. Each work order shall consist of a detailed statement of the purpose, objectives or goals to be undertaken by Contractor, identification of the Contractor/Subcontractor team, all significant material to be developed and delivered by Contractor, all materials to be furnished by the CDFA to Contractor, Contractor's estimated time schedule and person hours, billing rates and total cost of the work order.
B. All work orders will be in writing, negotiated and approved by the CDFA project manager and Contractor's project director prior to beginning work. However, in situations where expedience is of utmost importance, the CDFA project manager may verbally authorize the Contractor to begin work following up with written authorization.
C. The level of effort required for each work order will vary for each proposed project. Therefore, the timelines for completion of duties to be performed will be established at the time of assignment by the CDFA project manager.
D. The CDFA reserves the right to require Contractor to stop and suspend work on any work order. The CDFA project manager will provide, in writing to Contractor's project manager, notice of the date work is to be halted or suspended. Costs incurred to that date shall be reimbursed in accordance with the Agreement's provision.
E. Each work order will be numbered sequentially.
F. The actual costs of a completed and approved work order shall not exceed the authorized amount, except if, in the performance of the work, Contractor determines that the actual

cost will exceed the estimated costs. In these instances, Contractor must immediately notify the CDFA project manager. Upon such notification, the project manager may:

1. Alter the scope of the work order to accomplish the work within the estimated costs; or
2. Augment the work order budget; or
3. Authorize the Contractor to complete the work for the actual costs; or
4. Terminate the work order.

G. Prior to exceeding the approved budget, approval must be secured in writing from the CDFA project manager and the work order modified to reflect the change. If the problem occurs because Contractor is at fault, Contractor shall absorb the additional costs.

FORCE MAJEURE

Except for defaults of any subcontractors, neither party shall be responsible for any delay in or failure of performance from acts beyond the control of the offending party. Such acts shall include, but shall not be limited to, acts of God, fire, flood, earthquake, pandemic, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

AMERICAN DISABILITIES ACT

By signing this contract, the contractor assures the State that it complies with the American Disabilities Act (ADA) of 1990 (42 USC § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

NATIONAL LABOR RELATIONS CERTIFICATION

By signing the contract, the Contractor swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the contractor within the immediately preceding two (2) year period because of the Contractor's failure to comply with an order of a Federal court, which orders the Contractor to comply with an order of the National Labor Relations Board.

AGREEMENT EXECUTION

Unless otherwise prohibited by state law, regulation, or Department or Contractor policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by all parties.

EXHIBIT F

FEDERAL TERMS AND CONDITIONS

The Recipient and recipients of any subawards under this award, agree to comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing this program, including but not limited to 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. For-profit organizations will be subject to 48 CFR Subpart 31. Recipients are responsible for identifying the federal regulations appropriate to their organization, consistently applying cost principles and ensuring contractors or consultants comply with applicable federal regulations.

1. **Civil Rights**
   The Recipient must comply with civil rights and nondiscrimination standards pursuant to the following:

   A. Civil Rights Act, 42 USC 2000, as implemented at 28 CFR Part 42;
   B. Age Discrimination Act, 42 USC 6101, as implemented at 45 CFR Part 90;
   C. Age Discrimination in Employment Act, 29 USC 621, as implemented at 29 CFR Part 1625;
   D. Title IX of the Education Amendments of 1972, 20 USC 1681, as implemented at 45 CFR Part 86;
   E. Section 504 of the Rehabilitation Act, 29 USC 791, as implemented at 28 CFR Part 41;
   F. Executive Order (EO) 11246; and
   G. Americans with Disabilities Act, (PL 101-366).

2. **Labor Standards**
   The Recipient must comply with labor standards pursuant to the following:

   A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500-899;
   B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
   C. Contract Work Hours and Safety Standards Act, 40 USC 3701, as implemented at 29 CFR Part 5.

3. **Environmental Standards**
   The Recipient must comply with environmental standards pursuant to the following:

   A. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and EO 11514 as implemented at 7 CFR Part 1b;
   B. Notification of violating facilities pursuant to EO 11738;
   C. Protection of wetlands pursuant to EO 11990;
   D. Evaluation of flood hazards in floodplains in accordance with EO 11988;
   E. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§1451 *et seq.*);
   F. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 USC §§7401 *et seq.*);

G. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and,
H. Protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).

4. **Drug-Free Environment**
The Recipient must comply with drug-free environment standards pursuant to §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 2 CFR 421.

5. **Restrictions on Lobbying and Political Activities**
The Recipient must comply with lobbying restriction standards pursuant to the Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 2 CFR 418.

6. **Officials Not to Benefit**
The Recipient must ensure that no member of Congress be admitted to any share or part of this Agreement or to any benefit arising from it, in accordance with 41 USC 22.

7. **Trafficking in Persons**
The Recipient must comply with the provisions in 2 CFR Part 175, prohibiting trafficking in persons.

8. **Intergovernmental Review**
The Recipient must comply with intergovernmental review standards pursuant to the following:

A. Executive Order 12372, as implemented at 2 CFR 415; and
B. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

9. **Confidentiality**
The Recipient must comply with confidentiality standards pursuant to the following:

A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 1; and
B. Privacy Act, 5 USC 552 (a).

10. **Conservation in Procurement**
The Recipient must comply with procurement standards pursuant to the Resource Conservation and Recovery Act, 42 USC 6962 and EO 12873, as implemented at 40 CFR Part 247.

11. **Debarment, Suspension, Criminal or Civil Convictions**
The Recipient and its principals must comply with debarment and suspension standards pursuant to the EO 12549, as implemented at 2 CFR 180 and 2 CFR 417.

The Recipient must provide immediate written notice to CDFA if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances and must require recipients of lower-tier covered transactions under this Agreement to similarly certify pursuant to EO 12549, as implemented by 2 CFR 180 and 2 CFR 417.

See www.sam.gov to determine debarment and suspension status.

12. Crimes and Prohibited Activities

The Recipient must comply with crimes and prohibited activities standards pursuant to the following:

A. Anti-Kickback (Copeland) Act, as implemented at 29 CFR Part 3.1;
B. False Claims Act, 31 USC 3729; and
C. Program Fraud Civil Remedies Act, 31 USC 3801-3812.

13. Biosafety in Laboratories

The Recipient must comply with laboratory biosafety standards pursuant to the following the *Biosafety in Microbiological and Biomedical Laboratories*, published jointly by the Centers for Disease Control and the National Institutes of Health.

14. Conflicts of Interest

The Recipient must comply with the conflict of interest standards pursuant to 2 CFR 400.2.

15. Inventions, Patents, Copyrights and Project Results

A. The Recipient must comply with invention and patent standards pursuant to the following:

   1. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401 (Bayh-Dole Act and the Technology Transfer Commercialization Act of 2000) to ensure that inventions made are used in a manner to promote free competition and enterprise without unduly encumbering future research and discovery.
   2. The Plant Variety Protection Act, 7 USC 2321 *et seq*.

B. The Recipient may retain title to any invention conceived of or first actually reduced to practice using Federal funds provided Recipient does the following:

   1. Reports all subject inventions to CDFA;
   2. Makes efforts to commercialize the subject invention through patent or licensing;
   3. Formally acknowledges the Federal government's support in all patents that arise from the subject invention; and
   4. Formally grants the Federal government and CDFA a limited use license to the subject invention.

C. The Recipient may copyright any publications, data, or other copyrightable works developed using Federal funds provided it provides the Federal government and CDFA a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so in cooperation with other public agencies.

D. The Recipient agrees that the results of this project may be published by the Federal government, CDFA or appropriate contractors or cooperators as mutually agreed.

16. Care and Use of Laboratory Animals

The Recipient must comply with the care and use of laboratory animal standards pursuant to the following:

A. Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR, Sub Chapter A, Parts 1-4; and
B. Marine Mammal Protection Act, 16 USC 1361-1407.

17. Fly America Act

The Recipient must comply with the Fly America Act (49 USC 40118) as implemented at 41 CFR 301-10.131 to 301-10.143.

18. Motor Vehicle Safety

The Recipient must comply with seat belt use standards pursuant to the following:

A. Highway Safety Act of 1966 as amended (23 USC 402-403);
B. Occupational Safety and Health Act of 1970 as amended (29 USC 668);
C. Federal Property and Administrative Services Act of 1949 as amended (40 USC §101 *et seq*.)
D. Increasing Seat Belt Use in the United States (EO 13043).
E. Federal Leadership on Reducing Text Messaging While Driving (EO 13513).

19. Records Retention and Accessibility

The Recipient and its contractors must comply with the procedures and requirements regarding record retention and accessibility as contained in 2 CFR 200.333 – 200.337.

20. All Other Federal Laws

The Recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.