



CALIFORNIA DEPARTMENT OF
FOOD & AGRICULTURE
Karen Ross, Secretary

June 3, 2026

INVITATION FOR BID (IFB)

IFB No.: 26-0053

Title: Re-pavement Services at the Hawaii Fruit Fly Rearing Facility (Waimanalo, HI)

Type of Contract: Public Works

NOTICE TO PROSPECTIVE PROPOSERS:

You are invited to review and respond to this Invitation for Bid (IFB). 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 IFB 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

Table of Contents

Key Action Dates.....	1
Mandatory Pre-Bid Walk-Through	1
Questions and Answers	1
Term of Contract	2
Option to Renew.....	2
Contractor Qualifications	3
CDFA Responsibilities.....	3
Cost Proposal.....	3
Generative Artificial Intelligence (GenAI) Disclosure Notification Clause	4
Submission of Bid.....	4
Evaluation and Selection.....	5
Award and Protest.....	6
Disposition of Bids.....	6
Agreement Execution and Performance.....	6
Termination	7
Preference and Incentive Programs	7
CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) - PROGRAM REQUIREMENTS - FOR NON-IT SERVICES	9
REQUIRED DOCUMENTS	14
Sample Standard Contract - STD 213.....	16
EXHIBIT A.....	17
EXHIBIT B.....	18
EXHIBIT D.....	19
EXHIBIT E.....	20
CONTRACT AND SUBCONTRACT COMPLIANCE REQUIREMENTS	20
UNFAIR PRACTICES ACT	20
EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS.....	20
CONFLICT OF INTEREST.....	20
LICENSE AND PERMIT REQUIREMENTS	20
INSURANCE REQUIREMENTS	21
General Provisions Applying to All Policies	21
Contractor Insurance Requirements.....	22
LIABILITY AND DAMAGES	24
SECURITY	24
SECURITY BREACH	24

QUALIFICATIONS	24
MULTIPLE CONTRACTORS	25
SUBCONTRACTORS	25
POTENTIAL SUBCONTRACTORS	25
SUBSTITUTION OF SUBCONTRACTORS	25
DVBE SUBCONTRACTOR REPORTING.....	25
RIGHT TO BAR.....	26
STAFF EXPENSES.....	26
PUBLICITY AND ACKNOWLEDGEMENT	26
FORCED, CONVICT, AND INDENTURED LABOR	26
PRIORITY HIRING CONSIDERATIONS.....	26
EMPLOYMENT OF UNDOCUMENTED ALIENS.....	26
PUBLIC WORK - RULES/REGULATIONS	26
DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION	27
ANTITRUST CLAIMS	27
STOP WORK NOTICE.....	27
WORK ORDERS.....	27
PREVAILING WAGE PROVISION	28
PAYMENT BOND.....	28
AUDITS	28
FORCE MAJEURE.....	29
AMERICAN DISABILITIES ACT.....	29
NATIONAL LABOR RELATIONS CERTIFICATION.....	29
AGREEMENT EXECUTION.....	29

Key Action Dates

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

Release of IFB	June 3, 2026
Pre-Bid Walk-through.....	June 17, 2026
Written questions must be received by 12:00 PM PT.....	June 23, 2026
Post Questions and Answers by 5:00 PM PT.....	July 2, 2026
Emailed bids must be complete and received no later than 2:00 PM PT	July 7, 2026
Opening of Cost Proposal	July 7, 2026

Notice of Proposed Award Date to occur within five (5) business days after “Opening of Cost Proposal.” Bidders interested in observing the bid opening must email the Contracts Unit at CDFA.Contracts@cdfa.ca.gov. Bid openings will be held virtually.

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

Mandatory Pre-Bid Walk-Through

A mandatory walk-through of the facility where the services are needed is scheduled for Wednesday, June 17th, 2026 at 10 am (41-650 Waikupanaha, Waimanalo, HI 96795). Questions are not allowed during the walk-through. Questions may be submitted in writing to the Contracts Unit email only at CDFA.Contracts@cdfa.ca.gov. (See Key Action Dates for deadline for written questions). **Attendees arriving more than five (5) minutes late will not be allowed to attend.** Anyone intending to bid for this service must attend the walk-through.

In the event a potential prime contractor is unable to attend the mandatory walk-through, an authorized representative may attend on their behalf. The representative may only sign-in for one (1) company. Subcontractors may not represent a potential prime contractor at a pre-bid conference or walk-through. If this walk-through is mandatory, no bid will be accepted unless the bidder or their authorized representative was in attendance.

Bidders must email the address listed on the cover page of this IFB no later than five working days prior to the scheduled date and time of the pre-bid conference/walk-through to arrange for a reasonable accommodation for those who need assistance for the walk-through due to physical impairment.

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 August 15, 2026, or upon final/Department of General Services/Office of Legal Services (DGS/OLS) approval, whichever is later, through August 14, 2027.

Option to Renew

There is no option to renew under this contract.

Background:

The paved roads at the Hawaii Fruit Fly Rearing Facility (HFFRF) were there before the relocation and renovation of the HFFRF at its current standings. Due to its age and deteriorating conditions from a combination of physical, chemical and environmental processes, repaving is necessary for safety and to prevent damage to equipment. A contract to conduct asphalt repaving of 7500 square feet for the HFFRF road is needed to prevent damage to/from equipment and machinery.

Description of Services

This is an Agreement in which the Contractor shall provide an asphalt road repaving for 7500 square feet at the Hawaii Fruit Fly Rearing Facility. Attachment 1 The Contractor will be compensated for the services in accordance with the rate(s) specified in Exhibit B - Attachment 1, Cost Proposal, which shall include all labor, equipment, parts, devices, materials, tools, licenses, permits, supervision, inspection, insurance, transportation, travel and per diem, and every other item of expense necessary for the California Department of Food and Agriculture's (CDFA), Pest Detection/Emergency Projects (PD/EP) Hawaii Fruit Fly Rearing Facility (HFFRF) located at 41-650 Waikupanaha, Waimanalo, HI 96795.

Contractor Responsibilities

The Contractor Shall:

1. Locate utilities prior to starting work by following and adhering to the map in Attachment 2 – Project Site Location.
2. Excavate 12" of existing paved road.
3. Compact the existing sub-base.
4. Install & compact new HDOT base course at 8" thickness.
5. Install & compact new 4" State 5 / C&C 4 Hot Mix Asphalt (place & compact in 2 lifts).
6. Leave excavated material on-site. General cleanup & disposal of all excess materials.
7. Conduct work in one phase until completion.

Contractor Qualifications

1. The Contractor, or subcontractor, must hold a California C-12 Earthwork and Paving classification and a Hawaii C-3 asphalt paving and surfacing classification.
2. All Contractors and Subcontractors who bid on a public works project must be registered with the California Department of Industrial Relations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720) of the California Labor Code.
<http://www.dir.ca.gov/Public-Works/PublicWorks.html>

The contractor and any subcontractors must be registered with the Hawaii's Department of Commerce and Consumer Affairs' Contractors License Board. The contractor and any subcontractors must also be registered with the California State Licensing Board and California Department of Industrial Relations.

CDFA Responsibilities

CDFA Shall:

1. Designate as Program Manager who will have authority to provide administration of this contract.
2. Provide contract schedule.
3. Approve and process invoices for services satisfactorily rendered.
4. Contact the contractor if there are any concerns regarding the services being provided or the invoice.

Invoicing

1. Invoices must include the contract number, Contractor's company name, mailing address, phone and fax numbers, service location, and service billing period.
2. Payment will be made quarterly, in arrears, after receipt of invoice and approval by the Program Manager (or designee).
3. Send invoices to:
Aaron Frank, Program Contract Manager CDFA-PD/EP
41-650 Waikupanaha St.
Waimanalo, HI 96795
aaron.frank@cdfa.ca.gov

Cost Proposal

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 Relations](#) 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](#)

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

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

Submission of Bid

1. Bids must be submitted via email to CDFA.Contracts@cdfa.ca.gov. The subject line of the email must read as follows: **Bid Number, Your Organization’s Name**. All bid documents must be in PDF format. As the identified point of contact, please obtain acceptable e-signature(s) from your company’s authorized representative. Acceptable forms of e-signature include:
 - a. Scanned “Wet” Signature: Print and sign document(s) in ink, then scan an electronic copy in PDF format.
 - b. “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.

No late submittals will be accepted.

2. Bids will not be accepted from Expatriate Corporations, and bids from primes subcontracting with Expatriate Corporations.
3. If the bid is made under a r business title (dba), the actual legal name of the proposer must be provided.
4. All bids shall include the documents identified on the attached checklist entitled “Required Documents.” Proposals not including the required documents shall be deemed non-responsive.

5. Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.
6. A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The CDFA may waive any immaterial deviation in a bid. The waiver of immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements, if awarded.
7. 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.
8. Costs incurred for developing bids and in anticipation of award are entirely the responsibility of the bidder and shall not be charged to the CDFA.
9. A bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
10. A bidder may withdraw its bid by submitting a written request to the CDFA, signed by the bidder or an authorized agent of their firm. Bids may not be withdrawn without cause after the bid submission deadline.
11. The CDFA may modify this IFB prior to the bid's submission due date by posting an addendum with the original advertisement on [Cal eProcure](#).
12. The CDFA reserves the right to reject all bids. The CDFA is not required to award an agreement.
13. Before submitting a response to this solicitation, bidders should review, proofread and confirm compliance with the IFB requirements.
14. Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
15. No oral understanding or agreement shall be binding on either party.

Evaluation and Selection

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

Award and Protest

1. Whenever an agreement is awarded under a procedure which provides for competitive bidding, but the agreement is not to be awarded to the low bidder, the low bidder shall be notified by email five (5) business days prior to the award.
2. Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the lobby of the CDFA Headquarters at least five (5) business days prior to awarding the agreement.
3. If any bidder, prior to the award, files a protest with the Department of General Services (DGS), Office of Legal Services, and the CDFA on the grounds that the (protesting) bidder is the lowest responsible bidder, the agreement shall not be awarded until either the protest has been withdrawn or the DGS has decided the matter ([Public Contract Code §10345](#)).
4. **Within five (5) calendar days** after filing the initial protest, the protesting bidder 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
OLSProtests@dgs.ca.gov

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

Disposition of Bids

Upon bid opening, all documents submitted in response to this IFB will become the property of the State of California and will be regarded as public records under the California Public Records Act ([Government Code Section 6250 et seq.](#)) and subject to review by the public.

Agreement Execution and Performance

1. Service shall be available no later than 30 calendar 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 fail to commence work at the agreed upon time, the CDFA, upon (five) business days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another contractor.
2. All performance under the agreement shall be completed within the agreement's terms.

Termination

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

Preference and Incentive Programs

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

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

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 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 form(s) identified below 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 bid. 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](#)), 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 bid 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.

REQUIRED DOCUMENTS

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

- ☐ 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/gspd/pd/pd_843.pdf
- ☐ Bidder Declarations, GSPD-05-105
<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/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 Hawaii
- ☐ If a nonprofit organization, proof of nonprofit status
- ☐ Small Business Preference and Certification Request, STD 811
<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std811.pdf>
- ☐ Nondiscrimination Compliance Statement, STD 19
<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std019.pdf>
- ☐ Labor Code Certifications (Attachment 2)
- ☐ Roofing Certification (if applicable)
- ☐ Non-Collusion Declaration (Attachment 3)

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

- ☐ Contractor Certification Clauses – CCC 702
<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
- ☐ Payment Bond (If \$25,000 or more)
<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std807.pdf>

Sample Standard Contract - STD 213

[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. 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 calendar 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. 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****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. 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 third-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.

SECURITY

Contractor employees are not authorized to open, use, access, look, read, remove, or copy any documents or records. Contractor shall not use, access or disturb cabinets, files, desks, computers, photo-copiers, folders, papers, books, telephones, calculators, kitchen appliances or CDFA employee's personal property. Contractor employees are not authorized to use any State equipment for personal gain. Failure to adhere to this security policy may result in immediate termination of the contract.

Contractor will not let visitors come into the building (including CDFA employees) after the CDFA Project Manager has locked the doors. Building admittance is restricted to employees of the Contractor who have been assigned to this location and previously introduced to the CDFA Project Manager. Individuals who have not been assigned to perform services at this location (i.e. children, family members or friends of the Contractor or Contractor's employees) are strictly forbidden from entering the building and secured areas (including secured vehicle compounds) when cleaning the building. Failure to adhere to this requirement will result in immediate termination.

SECURITY BREACH

Any security breach by the Contractor or the Contractor's employees such as leaving the facility without fully securing all entrances or exits and arming the alarm system (if one exists) or allowing unauthorized access to the premises may result in immediate termination of the contract. The Contractor will be notified by telephone by the CDFA Project Manager, immediately followed by written notification. Building keys in the Contractor's possession at the termination of the contract shall be returned to the CDFA Project Manager within twenty-four (24) hours from the termination of this contract. Contractor agrees that the costs for unreturned keys and consequential costs shall be deducted from any sums owed the Contractor against this or any other active contract with the CDFA. For example, a Contractor's failure to return keys will result in an assessment of costs for the re-keying of the office and the cost of reissuing keys.

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.

SUBSTITUTION OF SUBCONTRACTORS

The Contractor may not substitute a subcontractor listed in the awarded bid except as allowed under [Public Contract Code \(PCC\) §4107.5](#) and [Military and Veterans Code \(MVC\) §999.10](#) and a hearing has been held, if required.

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).

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.

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.

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.

EMPLOYMENT OF UNDOCUMENTED ALIENS

No State agency, as defined in [Public Contract Code Section 10335.7](#), that is subject to this code, shall award a public works contract to a bidder nor shall a bidder be eligible to bid for or receive a public works contract who has in the preceding five years been convicted of violating a State or Federal Law regarding the employment of undocumented aliens. See [Public Contract Code Section 6101](#).

PUBLIC WORK - RULES/REGULATIONS

Contractor shall observe and comply with all federal, state, city and county laws, rules or regulations affecting the work. Any work done that does not comply with any laws, rules or regulations will be remedied at the Contractor's expense.

DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION

All Contractors and Subcontractors who bid on a public works project must be registered with the Department of Industrial Relations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720) of the California Labor Code. <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

ANTITRUST CLAIMS

The contractor offers and agrees and will require all of his other subcontractors and suppliers to agree to assign to the awarding body all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 USC § 15) or under the Cartwright Act (Chapter 2 [commencing with section 16700] of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the public works contract or subcontract. The State Contracting Manual – Volume I 166 assignment made by the contractor and all additional assignments made by the subcontractors and suppliers shall be deemed to have been made and will become effective at the time the awarding body tenders final payment to the contractor without further acknowledgment or the necessity of tendering to the awarding body any written assignments.

If an awarding body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under GC §§ 4550 – 4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, on demand, recover from the public body any portion of the recovery, including treble damages, and attributable overcharges that were paid by the assignor but were not paid by the public body as a part of the bid price, less the expenses incurred in obtaining that portion of the recovery. On demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under GC §§ 4550 – 4554 if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

STOP WORK NOTICE

Immediately upon receiving a written notice to stop work, Contractor shall cease all work under this Agreement.

WORK ORDERS

1. 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.
2. 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.

3. 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.
4. 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.
5. Each work order will be numbered sequentially.
6. 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.
7. 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.

PREVAILING WAGE PROVISION

In accordance with the provisions of the [Labor Code, Section 1773 et seq.](#), the prevailing rate of wages must apply. Copies of the current rates are available from the State of California, Department of Industrial Relations. It is also available on the internet at: <http://www.dir.ca.gov/DLSR/PWD/index.htm>.

PAYMENT BOND

When the contractual amount exceeds \$25,000, Contractor shall provide a payment bond in the amount of 100% of the total amount of the Agreement within 15 calendar days of notification of award of Agreement. Failure to submit said bond shall constitute a breach of contract.

AUDITS

The Contractor agrees that the Department or the Bureau of State Audits or its designated representative, shall have an absolute right of access to all of the Contractor's records, files, documents, accounts, and financial affairs as deemed necessary for the purpose of conducting an audit to determine compliance with the terms and conditions of this contract. The contractor shall provide the auditor(s) with any relevant information requested without unnecessary delay and, on reasonable notice, permit access to its premises and copying such books, records, accounts, and any other material as warranted to conduct the audit. The contractor further agrees to maintain such records for a period of three (3) years after resolution of all issues that may arise as a result of all issues that may arise as a result of any litigation, claim, negotiation, or audit related to the contract, whichever is later. The State agrees to treat as confidential any proprietary information obtained as part of any such audit.

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.