



INVITATION FOR BID
IFB #: 26-0101
FOR:

NORTHERN CALIFORNIA PRE-EMPLOYMENT POLYGRAPH EXAMINATIONS

You are invited to review and respond to this Invitation for Bid (IFB) Number 26-0101, entitled Northern California Pre-employment Polygraph Examinations. To submit your bid for these services, you must comply with the instructions contained in this document. By submitting a bid, your firm agrees to the terms and conditions stated in this IFB.

Note that all agreements entered into by the State of California will include by reference the General Terms and Conditions (GTC 02/2025) and the Contractor Certification Clauses (CCC 04/2017) that may be viewed and downloaded at Internet site <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

Please read the attached document carefully. If you have questions or should you need any clarifying information, the designated contact person for this IFB is listed below. Responses to this IFB are due **Friday, July 10, 2026, 2026 at 4:00 p.m.** Responses to this IFB must be emailed to:

Department Contact:

Israel Hernandez
Department of Alcoholic Beverage Control
Invitation for Bid # 26-0101
3927 Lennane Drive, Suite 100
Sacramento, CA 95834

Telephone: (916) 419-7581
Email: israel.hernandez@abc.ca.gov

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

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BIDDER REQUIREMENTS AND INFORMATION**1. Purpose and Description of Services**

- A. The California Department of Alcoholic Beverage Control (ABC) is responsible for administering the provisions of the Alcoholic Beverage Control Act in a manner that fosters and protects the health, safety, welfare, and economic well-being of the people of the State.

ABC Agents are peace officers under California Penal Code Section 830.2 who primarily investigate and make arrests for violations of the Business and Professions Code that occur on or about ABC licensed premises. Agents are further empowered to enforce all laws in any place in the State.

- B. The purpose of this Invitation for Bid (IFB) is to solicit bids from qualified firms that will result in an agreement for Northern California Pre-employment Polygraph Examinations.
- C. The Northern California region covers the following counties: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba.
- D. Northern California region polygraph examinations are primarily conducted at ABC's Northern Headquarters located in Sacramento County.
- E. All work must be done in a competent fashion in accordance with applicable standards of the profession set by the California Association of Polygraph Examiners. The contractor and its employees shall sign a non-disclosure agreement upon award of the contract.
- F. The term of the resulting agreement will be for 24 months with the possibility of one (1) 12-month, or fraction thereof, extension, at the option of the State, as set forth in the sample contract and its exhibits.
- G. The contract is expected to commence September 1, 2026; however, the beginning date may change if ABC cannot execute the contract in a timely manner due to unforeseen delays.
- H. ABC reserves the right to amend this contract to add additional funds and/or extend the terms of the contract as allowed by law, to complete or continue the services. Contract extensions are subject to satisfactory performance, funding availability, and possibly approval from the Department of General Services.
- I. The resulting contract will be of no force or effect until it is signed by both parties and approved by the Department of General Services, if required. Contractor is hereby advised not to commence performance until all approvals have been obtained. Should performance commence before all approvals are obtained, said services may be considered to have been voluntary if all approvals cannot be obtained.

- J. The total amount awarded under this IFB for the original 24-month term shall not exceed \$40,000.00. If any portion of the optional 12-month extension described above is exercised, additional funds may be added to the contract to compensate for services provided through the term extension. A specific payment amount or volume of work is not guaranteed under this IFB.
- K. Refer to the Proposed Standard Agreement, Exhibit A, Scope of Work, which is attached to this IFB as Attachment #10 for a more complete description of services.

2. Bidder Minimum Qualifications

Failure to meet the following requirements by the offer due date may be grounds for ABC to deem a bidder non-responsive. In submitting a bid, contractor must certify that it possesses the following required qualifications:

- A. At least three (3) consecutive years of experience conducting pre-employment polygraph examinations for a California Law Enforcement agency. All examiners working for contractor must meet this requirement.
- B. A past record of sound business integrity and history of being responsive to past contractual obligations.
- C. Contractor shall be a certified member in good standing with one of the following organizations: California Association of Polygraph Examiners (CAPE), American Polygraph Association (APA), American Association of Police Polygraphists (AAPP), or National Polygraph Association (NPA). Submit a copy of membership certification with offer submittal. All examiners working for contractor must meet this requirement.

3. Key Action Dates

Time Schedule

- A. Below is the tentative time schedule for this procurement. Contractors are advised of the key dates and times shown below and are expected to adhere to them.
- B. Exception: All dates after the final bid submission deadline are approximate and may be adjusted as conditions indicate, without addendum to this IFB.

Event	Date and time, if applicable
Release of IFB	June 15, 2026
Final date for written question submittal	June 24, 2026 4:00 p.m.
Responses to questions released	June 26, 2026 4:00 p.m.

Final date for bid submission	July 10, 2026 4:00 p.m.
Bid opening: Administrative Assessment and Cost Assessment only*	July 15, 2026 1:30 p.m.
Notice of Intent to Award (anticipated)	July 20, 2026
Proposed award date	July 27, 2026
Proposed Start Date	September 1, 2026, or upon State approval of the contract, whichever is later

*Link to virtual bid opening will be provided to participating bidders upon request. Please note, final results and contract award pending Reference Verification Assessment and verification of qualifications and requirements.

4. Written Questions

Submit all written questions via email to the contact person indicated on the cover page of this IFB package no later than the date and time specified in the Key Action Dates. Written responses to IFB questions will be released by the date and time specified in the Key Action Dates.

5. Submission of Bid

- A. Bids must be submitted via email only, no later than the date and time specified in the Key Action Dates.
- B. Bids must be received by ABC no later than the date and time specified in the Key Action Dates. Any bid received after the specified due date and time will not be considered for award.
- C. Bids shall include all required bid documents identified in the Required Bid Documents Checklist. Bids not including the required attachment(s) shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements. Assemble all items in order.
- D. All documents requiring a signature must bear an original signature or a verified digital signature of a person authorized to bind the bidding firm as part of the emailed submission. Scanned original signatures will be accepted.
- E. Any attempt to modify the bid document to deviate the work specifications shall not be considered and shall cause a bid to be rejected.
- F. Bidder must complete and submit the Cost Worksheet provided in Attachment 2.

Cost Structure

- 1) The cost will be per polygraph examination, and all inclusive of any costs associated with and incurred while providing contracted services, such as travel. Cost will be assessed comparatively to other offers.

- 2) Additional travel costs, per diem, and other fees outside of the per polygraph cost provided by the bidder in the Cost Worksheet will be rejected.
 - 3) A cancellation fee may be invoiced in the cases of no-show candidates where neither ABC nor the candidate provide twenty-four (24) hour advance notice of an appointment cancellation.
- G. Costs incurred for developing bids and in anticipation of award of the agreement are entirely the responsibility of the bidder and shall not be charged to ABC.
- H. An individual who is authorized to bind the bidding firm contractually shall sign the Bid/Bidder Certification Sheet (Attachment 5). The signature must indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.
- I. 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.
- J. A bidder may withdraw its bid by submitting a written withdrawal request to ABC, signed by the bidder or an authorized agent. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.
- K. ABC may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received a bid package.
- L. ABC reserves the right to reject all bids. ABC is not required to award an agreement.
- M. Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the IFB requirements.
- N. Bidders are cautioned not to rely on ABC during its evaluation process to discover and report to the bidder any defects and/or errors in the submitted documents. Before submitting their documents, bidders should carefully proofread them for errors and full adherence to the IFB requirements.

6. Disposition of Bids

- A. 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 7920 et seq.) and subject to review by the public.

7. Evaluation and Selection

- A. Each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB. Positive verification of required documents will be performed to determine its responsiveness to ABC's needs.
- B. ABC shall put each bid through a process of evaluation to determine its responsiveness to ABC's needs.
- C. A bid may be rejected if it is conditional or incomplete. ABC may reject any or all bids and may waive any immaterial deviation in a bid. ABC's waiver of immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the contract.
- D. A bid may be rejected if it contains any alterations of form or other irregularities of any kind. ABC does not accept alternate contract language from prospective contractors. Bids with such language shall be considered a counter proposal and shall be rejected. The State's General Terms and Conditions (GTC) are not negotiable. The GTC may be viewed on the internet at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>
- E. Award will be made utilizing the following assessment criteria:
 - 1) Administrative Assessment
Administrative requirements will be scored as Pass/Fail. A "Pass" will be given if the submission includes all documents returned as requested, complete, and complies with all requirements. A "Fail" will be given if any documentation is missing, incomplete, or does not comply with requirements. If a bidder receives a "Fail" for any of these components, the response will be rejected.
 - 2) Reference Verification Assessment
Bidder must provide three references for services performed within the last five (5) years, which are similar to the scope of work to be performed in this contract. Reference checks will include the following five interview questions. Each of the five questions is worth a maximum of 10 points, based on the reference's rating of the contractor's performance (on a scale of 1 to 10). The scores from all three references will be averaged for each question to determine the final score. A maximum score of 50 points may be awarded for the reference verifications.
 - a. On a scale of 1 to 10, with 10 being the best, how would you rate the overall quality of the polygraph examinations and the contractor's ability to maintain high professional standards during the process?
 - b. On a scale of 1 to 10, with 10 being the best, how would you rate the contractor's ability to submit final reports within your established deadlines?

- c. On a scale of 1 to 10, with 10 being the best, how would you rate the ease of scheduling examinations and the contractor's responsiveness to your agency's scheduling needs?
- d. On a scale of 1 to 10, with 10 being the best, how would you rate the contractor's dependability and their consistency in adhering to all contract terms and established expectations?
- e. On a scale of 1 to 10, with 10 being the best, how would you rate the contractor's ability to resolve issues (scheduling conflicts, billing errors, or performance concerns) in an equitable and timely manner?

3) Cost Assessment

The cost will be per polygraph examination, and all inclusive of any costs associated with and incurred, such as travel. Cost will be assessed comparatively to other offers. A maximum score of 50 points may be awarded for the cost proposal of this RFO. The cost score will be calculated as follows:

$$(\text{Lowest Total Cost/Bidder's Total Cost}) \times 50 = \text{Bidder's Cost Score}$$

The lowest cost proposal will be awarded the full 50 points, and all other bidder cost proposals will be given points in proportion to their cost proposals compared to the lowest cost proposal.

F. Final Score Calculation

Each bidder's final score will be the total of their Reference Verification score combined with their Cost Assessment score. The Administrative Assessment will also be considered to determine the eligibility of the bidder for award.

8. Notice of Intent to Award Contract

- A. Notice of the proposed award shall be posted in the lobby of the ABC headquarters located at 3927 Lennane Drive, Suite 100, Sacramento, CA 95384, on ABC's public website at an address to be provided to all bidders at least five (5) working days prior to awarding the contract, and on the Cal eProcure website.
- B. In the event of a tie, a representative for ABC will flip a coin to determine the winning bidder. The coin flip will be witnessed and documented by two or more ABC employees.

9. Protest

- A. If any bidder, prior to the award of agreement, files a written protest with ABC and the Department of General Services (DGS) on the grounds that the protesting bidder is the lowest responsive responsible bidder, the contract shall not be awarded until either the protest has been withdrawn or DGS has decided the matter.

- B. Within five (5) calendar days after filing the initial protest, the protesting bidder shall file a full and complete written statement with ABC and DGS, specifying the grounds for protest, including: the IFB number, the name of the State agency involved and the agency contract person.
- C. A written protest must be sent by regular mail, fax, courier or personal delivery to both of the following:

Department of General Services
Office of Legal Services
Attn: Protest Coordinator
707 3rd Street, 7th floor
West Sacramento, CA 95605

Alcoholic Beverage Control
Business Management Branch
Attn: Pattye Baker
3927 Lennane Drive, Suite 100
Sacramento, CA 95834

10. Standard Conditions of Service

- A. Following the release of the written notice of contract award, ABC shall email the awarded contractor a prepared contract for signature that includes a cover letter instructing the awarded contractor how to proceed. The cover letter may request that additional information and/or required documents be provided by the awarded contractor before the contract can be fully executed.
- B. Performance of this contract shall start after all approvals have been obtained and the contract is fully executed. The contract is considered fully executed upon approval by ABC and DGS, if applicable. Should the contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) calendar days written notice to the contractor, reserves the right to terminate the contract. In addition, the contractor shall be liable to the ABC for the difference between contractor's proposed price and the actual cost of acquiring services from another contractor.
- C. All performance under the contract shall be completed on or before the termination date of the contract.
- D. No oral understanding or agreement shall be binding on either party.

11. Preference Programs

- A. The following preferences are applicable to this IFB.
- 1) Small Business (SB) Enterprise or Microbusiness (MB) preference.
 - a) GC section 14835 et seq. requires that a five percent (5%) preference be given to contractors who qualify as a certified SB or MB. References to a SB shall also include MB. The rules and regulations of this law, including the definitions of a SB for the delivery of services, are contained in Title 2, California Code of Regulations (2 CCR) 1896 et seq.
 - b) To claim the SB preference, your firm must have its principal place of business located in California and be certified by the California Department of General

Services (DGS), Office of Small Business and DVBE Services (OSDS). The preference amount may not exceed fifty thousand dollars (\$50,000.00) for any bid. If prospective contractor is claiming the five percent (5%) SB preference, complete Bid/Bidder Certification Sheet, Attachment #5.

- c) SB preferences may not be applied to any bid deemed non-responsive with solicitation instructions or from a non-responsible bidder.
- d) Certified SB bidder(s) shall have precedence over non-small business (NSB) bidders in the application of SB preference(s).

2) Disabled Veterans Business Enterprise (DVBE) Program

- a) The DVBE Participation Program for state contracts is established in Public Contract Code, § 10115 et seq., Military and Veterans Code (MVC), § 999 et seq., and California Code of Regulations, Title 2, § 1896.60 et seq. Military and Veterans code Section 999.2 establishes a contract participation goal of at least three percent (3%) for Disabled Veteran Business Enterprise (DVBE). This goal applies to a state agency's overall contracting program. For the purpose of this solicitation the DVBE program requirements are waived.
- b) A DVBE Incentive will be granted to bidders achieving DVBE Participation of one percent (1%) or more of their bid total, in accordance with Military and Veterans Code, § 999.5(a) and (d), and California Code of Regulations §1896.98 et seq.
- c) The DVBE Incentive will be applied during the bid evaluation process and will only be applied to responsive bids. Any SB Preference will be calculated prior to the DVBE Incentive calculation.
- d) Each bidder's DVBE Incentive percentage will be computed and subtracted from the lowest responsive bid amount. Calculations to determine adjusted bid price are for consideration only and the contract will be awarded for the bidder's actual bid amount.
- e) Bidders who have been certified by California as a DVBE should submit a completed form(s) STD. 843 (Disabled Veteran Business Enterprise Declaration). All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). Should the form not be included with the solicitation, contact the State contracting official or obtain a copy online from the Department of General Services Procurement Division, Office of Small Business and DVBE Services (OSDS) website at https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_843.pdf

ATTACHMENT 1 REQUIRED ATTACHMENT CHECKLIST

A complete bid or bid package will consist of the items identified below.

Complete this checklist to confirm the items in your bid package. Place a check mark or "X" next to each item that you are submitting to ABC. All attachments identified below (unless noted otherwise) are required and must be returned as instructed or your bid may be considered nonresponsive. **Return the Attachment Checklist with your bid package.**

Attachments	Name/Description
☐ Attachment 1	Required Attachment Checklist
☐ Attachment 2	Cost Worksheet
☐ Attachment 3	Contractor Certification Clauses (CCC 04/2017)
☐ Attachment 4	GSPD-05-105 Bidder Declaration
☐ Attachment 5	Bid/Bidder Certification Sheet
☐ Attachment 6	DGS PD 843 Disabled Veteran Business Enterprise Declarations
☐ Attachment 7	Bidder References
☐ Attachment 8	DGS PD 1 Darfur Contracting Act
☐ Attachment 9	STD 204 Payee Data Record

*Do not submit the **Attachment 10, Proposed Standard Agreement**, company advertisements, brochures, informational pamphlets or any other document unless specifically noted in the IFB requirements and/or as listed above.*

**ATTACHMENT 2
COST WORKSHEET****Instructions:**

Please fill out the fields for "Cost per Polygraph" and "Cancellation Fee".

The cost per polygraph must be inclusive of any costs associated with and incurred while providing contracted services, such as travel. Additional travel costs, per diem, and other fees outside of the per polygraph cost provided by the bidder in this Cost Worksheet will be rejected.

The cost per polygraph will remain the same throughout the term of the agreement. Should both parties agree to exercise any portion of the optional 12-month term extension, the cost per polygraph will be the same as the original agreement.

A cancellation fee may be invoiced in the cases of no-show candidates where neither ABC nor the candidate provide twenty-four (24) hour advance notice of an appointment cancellation.

Cost per Polygraph	Cancellation Fee

ATTACHMENT 3 CONTRACTOR CERTIFICATION CLAUSES

CCC 04/2017

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

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

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

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

ATTACHMENT 3

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

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

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

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

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

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

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

ATTACHMENT 3

- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
- 7. **DOMESTIC PARTNERS:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.
- 8. **GENDER IDENTITY:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

ATTACHMENT 3

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

**ATTACHMENT 4
BIDDER DECLARATION**

Bidder shall complete the **Bidder Declaration form, GSPD-05-105**, include the names of all proposed subcontractors, form is available at:

<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

Please be sure to mark either “Yes” or “No” to identify whether subcontractors will be used for the contract. Submit form even if you will not be subcontracting any of the work.

ATTACHMENT 5 BID/BIDDER CERTIFICATION SHEET

Only an individual who is authorized to bind the bidding firm contractually shall sign the **Bid/Bidder Certification Sheet**. The signature must indicate the title or position that the individual holds in the firm. This document must be signed and returned along with the entire bid with original signatures. The bid must be transmitted via email in accordance with IFB instructions.

- A. Our all-inclusive bid is submitted electronically via email as stated on the cover page.
- B. All required attachments are included with this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.
- D. The signature and date affixed hereon certifies that this bid is a firm offer for a 90-day period.

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. ☐ Sole Proprietorship	5. ☐ Partnership	6. ☐ Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Bidder's Name (Print)		11. Title
12. Signature		13. Date
14. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) as: a. California Small Business Yes ☐ No ☐ If yes, enter certification number: _____ b. Disabled Veteran Business Enterprise Yes ☐ No ☐ If yes, enter your service code below: _____		
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes". Date application was submitted to OSDS, if an application is pending:		

ATTACHMENT 5**Completions Instructions for BID/BIDDER CERTIFICATION SHEET**

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

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

ATTACHMENT 6
DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

Bidder shall complete the **Disabled Veteran Business Enterprise Declarations**, STD 843, include the names of all proposed subcontractors, form is available at:

https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_843.pdf

**ATTACHMENT 7
BIDDER REFERENCES**

Submission of this attachment is mandatory. Failure to complete and return this attachment with your bid will cause your bid to be rejected and deemed non-responsive.

List below three references for services performed within the last five (5) years, which are similar to the scope of work to be performed in this contract.

REFERENCE 1

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 2

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 3

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

ATTACHMENT 8
DARFUR CONTRACTING ACT CERTIFICATION

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

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

OPTION #1 - CERTIFICATION

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

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

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

OPTION #2 – WRITTEN PERMISSION FROM DGS

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

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

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

ATTACHMENT 9
PAYEE DATA RECORD

The Payee Data Record (STD 204) must be returned with original signature. The form is located at:

<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

ATTACHMENT 10
PROPOSED STANDARD AGREEMENT

SCO ID: 2100-260101

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-0101

PURCHASING AUTHORITY NUMBER (If Applicable)

ABC-2100

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

CONTRACTING AGENCY NAME

Department of Alcoholic Beverage Control

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

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

THROUGH END DATE

June 30, 2028

3. The maximum amount of this Agreement is:

\$

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	4
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C *	General Terms and Conditions (GTC 02/2025)	5
+ - Exhibit D	Special Terms and Conditions	2

Items shown with an asterisk (*), are hereby incorporated by reference into the parties' Agreement as if attached hereto.

These documents can be viewed at www.dgs.ca.gov/About/Resourcing

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

Department of Alcoholic Beverage Control

CONTRACTING AGENCY ADDRESS

3927 Lennane Drive, Suite 100

CITY

Sacramento

STATE

CA

ZIP

95834

PRINTED NAME OF PERSON SIGNING

Marco Cuellar

TITLE

Supervisor, Procurement and Contract Services

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EXHIBIT A
Scope of Work**Purpose and Description of Services**

(Contractor), hereinafter referred to as contractor, shall provide to the Department of Alcoholic Beverage Control (ABC) Pre-Employment Polygraph Examinations on Agent candidates who live in Northern regions of California.

Contractor shall furnish all labor, materials, equipment, and supplies necessary in conducting pre-employment polygraph examinations. Contractor shall provide the following service, including, but not limited to:

- a) Review of pre-polygraph questionnaire consisting of approximately one hundred and fifty (150) questions that will be provided by ABC
- b) Conduct polygraph examinations utilizing ABC-approved polygraph equipment
- c) Detect inconsistencies and deception from the candidates. Conduct pre-test, in-test, and post-test interviews to solicit confession/confirmation of chart and clarify issues noted during each phase. Examination will consist of a stim test and a minimum of three (3) charts regarding the relevant issued and control questions.
- d) Digitally provide a typed, written report to ABC within three (3) working days outlining the findings of the polygraph examinations. The report must note deception and inconsistencies in any critical areas, such as integrity, honesty, and drug use. The report format must be approved by ABC.
- e) Immediately conduct specific issue examinations when appropriate and post examination interviews to clarify issues which are noted during the initial examination
- f) Retain all records of the polygraph examinations for a period of four (4) years
- g) Contractor shall make available all charts and records to ABC upon request
- h) Contractor must be prepared to conduct at a minimum, four (4) examinations per day; however, there will be no guarantee as to the number of examinations to be administered per day. Examiners must be flexible with regards to scheduling to include, but not limited to, twenty-four (24) hour advance notice of schedule, dates, and locations.
- i) The Northern California region covers the following counties: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo,

Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba.

- j) Northern California region polygraph examinations shall be conducted primarily around the Sacramento area. Contractor must be willing and able to conduct examinations anywhere within the Northern California region, at the request of ABC.
- k) Examiners provided for this contract must be current members of the National Polygraph Association (NPA), the American Polygraph Association (APA), California Association of Polygraph Examiners (CAPE), or American Association of Police Polygraphists (AAPP). Examiners must also be qualified as expert witnesses. **Contractors are required to submit all applicable certifications for each examiner, who will be conducting polygraph examinations while under the awarded agreement.**
- l) Only one (1) polygraph examiner per candidate will be permitted to conduct pre-test, in-test, and post-test phases. Contractor may not use examinations to train new examiners.
- m) If requested by ABC, examiners will meet with ABC representative(s) at the conclusion of each examination to discuss examination results. Examiners will administer all examinations until a determination of deceptive, non-deceptive without confirmation, or inconclusive is reached. Confirmation includes, but is not limited to, confessions of the examinee.
- n) Contractor shall only bill/invoice for services rendered, except in the cases of no-show candidates where neither ABC nor the candidate provide twenty-four (24) hour advance notice to contractor of an appointment cancellation. Invoices must be submitted at the end of each month outlining (at a minimum) the candidates' names, how many polygraphs were administered per candidate, the price charged per candidate, and the total amount due per candidate. Contractor shall bill in arrears after the services have been rendered.
- o) All work shall be done by experts with an established reputation for executing their work in accordance with industry best practices. All services shall be subject to inspection by ABC at all times during the performance thereof. If after thorough inspection it is determined that the services and/or materials furnished in connection therewith are not in accordance with the terms described, ABC may at its option have the work performed elsewhere, charging the contractor with any cost occasioned thereby.

Project Representatives

The representatives for this project will be:

STATE AGENCY Dept. of Alcoholic Beverage Control		CONTRACTOR (Contractor)	
PROJECT MANAGER Israel Hernandez		PROJECT MANAGER	
PHONE NUMBER (916) 419-7581	FAX NUMBER (916) 419-2599	PHONE NUMBER	FAX NUMBER
Direct all inquiries to:			
STATE AGENCY Dept. of Alcoholic Beverage Control		CONTRACTOR	
SECTION / UNIT Professional Standards Unit		SECTION / UNIT	
ATTENTION Israel Hernandez		ATTENTION	
ADDRESS 3927 Lennane Drive, Suite 100 Sacramento, CA 95834		ADDRESS	
PHONE NUMBER (916) 419-7581	FAX NUMBER (916) 419-2599	PHONE NUMBER	FAX NUMBER

Contract Term

The term of this agreement is expected to be 24 months with the possibility of one (1) 12-month, or fraction thereof, extension. The contract is expected to commence on September 1, 2026, or upon DGS approval. ABC reserves the right to extend the term of this agreement as necessary to complete or continue the services. Contract extensions are subject to satisfactory performance, funding availability, and possibly the approval of the Department of General Services.

The resulting contract will be of no force or effect until it is signed by both parties and approved by the Department of General Services, if required. Contractor is hereby advised not to commence performance until all approvals have been obtained. Should performance commence before all approvals are obtained, said services may be considered to have been voluntary if all approvals cannot be obtained.

Agreement Execution and Performance

1. Performance shall start not later than 15 days, or on the express date set by the awarding agency and contractor, after all approvals have been obtained and the agreement is fully executed. Should contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to contractor, reserves the right to terminate the agreement. In addition, contractor shall be liable to ABC for

the difference between contractor's bid price and the actual cost of performing work by the second lowest bidder or by another contractor.

2. All performance under the agreement shall be completed on or before the termination date of the agreement, unless both ABC and contractor agree to amend the contract to extend the term.
3. In accordance with the State of California General Terms and Conditions GTC 02/2025 (Exhibit C) Section 7 Termination for Cause, if contractor is unable to perform the services outlined in this agreement as to quality and quantity, ABC may terminate this agreement. In the event of termination, ABC and contractor shall negotiate a timely and reasonable return of all candidate materials that is agreeable to both parties.
4. It is understood and agreed that ABC reserves the right to obtain at its discretion the contracted services outside the terms of this contract.
5. ABC reserves the right to amend this contract to add additional funds and/or extend the terms of the contract as allowed by law, to complete or continue the services. Contract extensions are subject to satisfactory performance, funding availability, and possibly approval from the Department of General Services.
6. ABC reserves the right to act as a non-exclusive party to enter a new contract in the event contractor is unable to perform additional services because of depleted funds. Work may have an overlapping period between both contracts but will be defined as independent from one another on the basis of the hiring wave assigned.

Penalty Schedule

In the event contractor, or its subcontractor, fails to provide services within the time period designated, damage will be sustained by ABC. Therefore, the parties agree that contractor will pay to ABC the actual cost incurred as a result of using another contractor plus a late fee of **\$250.00** per occurrence. Such penalties will be deducted by ABC from amounts owed by ABC to contractor.

Confidentiality

In the course of performing services, the parties recognize that contractor may come in contact with or become familiar with information which ABC or its affiliates or subsidiaries may consider confidential. This information may include, but is not limited to, information pertaining to applicants/candidates, which may be of value to a competitor. Contractor agrees to keep all such information confidential and not to discuss or divulge any of it to anyone other than appropriate designee of the ABC.

EXHIBIT B
Budget Detail and Payment Provisions

Invoicing and Payment

For services satisfactorily rendered, and upon receipt and approval of the invoices, the Department of Alcoholic Beverage Control agrees to compensate (Contractor) (\$ amount) per polygraph examination. Each exam will contain a minimum of three (3) charts for each sworn peace officer candidate submitted during the term of this agreement. No show or cancellation without 24-hour notice will be paid at a rate of (\$ amount) per occurrence.

Invoices shall clearly reference the agreement number, 26-0101 and must not exceed the total authorized contract amount of (maximum amount of agreement). Invoices shall be submitted to:

Department of Alcoholic Beverage Control
Attn: Accounts Payable
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
Email: accountspayable@abc.ca.gov

Contractor shall only bill/invoice for services rendered, except in the cases of no-show candidates where neither ABC nor the candidate provide twenty-four (24) hour advance notice to contractor of an appointment cancellation. Invoices must be submitted at the end of each month outlining (at a minimum) the candidates' names, how many polygraphs were administered per candidate, the price charged per candidate, and the total amount due per candidate.

Budget Contingency Clause

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

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

Prompt Payment Clause

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

EXHIBIT D

Special Terms and Conditions

Liability for Nonconforming Work

Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to contractor's deadline, contractor will be given a reasonable opportunity to remedy the nonconformity. If the nonconformity is discovered after the deadline for the completion of project, the State, in its sole discretion, may use any reasonable means to remedy the nonconformity. Contractor shall be responsible for reimbursing the State for any additional expenses incurred to remedy such defects.

Settlement of Disputes

In the event of a dispute, contractor shall file a "Notice of Dispute" with the Alcoholic Beverage Control Director or his/her designee within ten (10) days of discovery of the problem. Within (10) days, the Director or his/her designee shall meet with contractor and Project Manager for purposes of resolving the dispute. The decision of the Director or his/her 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.

Agency Liability

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 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.

Impracticability of Performance

This agreement may be suspended or cancelled, without notice at the option of the Contractor, if the Contractor's or State's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

Licenses and Permits

The Contractor shall be an individual or firm licensed to do business in 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.

Amendment Process

Should either party, during the term of this agreement, desire a change or amendment to the terms of this agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by the State. All amendments must be consistent with state contracting laws and policies and must be in writing.

Cancellation/Termination

This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.