

CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION

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**Invitation for Bid
Notice to Prospective Bidders
4CA07905 Asbestos Testing Services**

June 26, 2026

You are invited to review and respond to this Invitation for Bid (IFB). In submitting your bid, you must comply with these instructions. In addition to those programs and preferences that are specified in this solicitation, Prospective Contractors are encouraged to consider programs and preferences that are available, such as those for the use of small businesses, disadvantaged businesses, disabled veteran businesses, and other businesses covered by State and Federal programs and preferences.

On March 04, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. 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 rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

A Disabled Veteran Business Enterprise (DVBE) goal is not required, but DVBE participation is encouraged, and a DVBE incentive may apply to this IFB. See **Section D, Special Programs, Item 1**, in this IFB for requirements.

As required by Executive Order S-02-06, the California Department of Forestry and Fire Protection (CAL FIRE) is committed to meeting the State's 25 percent (25%) Small Business (SB) participation goal. Certified SBs, Micro Businesses (MB), are encouraged to submit bids. See **Section D, Special Programs, Item 2**, in this IFB for requirements.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions (GTC 02/2025) and Contractor Certification Clauses 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>. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of California Department of Forestry and Fire Protection (CAL FIRE), this IFB is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this IFB is:

Susan Pasarow
California Department of Forestry and Fire Protection
Susan.pasarow@fire.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.

Technical questions regarding this solicitation will be addressed, in writing, and in accordance with the Questions and Answers portion of this IFB. See **Section C, Item 1, Key Action Dates** for more details.

Susan Pasarow
Contract Analyst

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A) Purpose and Description of Services

Contractor agrees to provide to the California Department of Forestry and Fire Protection (CAL FIRE) with Asbestos Testing Services, as described herein:

Contractor shall provide all materials, labor, equipment, tools, permits, taxes, transportation, and fees to analyze the presence and concentration of lead and/or asbestos samples provided by CAL FIRE which may include, but not limited to, floor tile, bulk coring, roofing, and shingles.

Services are necessary to ensure the presence of Asbestos is found and handled properly in accordance with local, state, and federal regulations.

B) Bidder Minimum Qualifications

1. The Prime Bidder must be either an individual or firm currently licensed to do business in California and provide proof of such as required in **Required Attachment Checklist, Attachment 1**.
2. The Prime Bidder must have a business license or incorporation papers for their respective State showing that their company is in good standing in that state, if the Prime Bidder's base of operation is located outside the State of California and provide proof of such as required in **Required Attachment Checklist, Attachment 1**.
3. **Contractor shall be licensed in accordance with the laws of the State of California ([Cal. Code Regs., title 22, section \(66262.11\(b\)\(2\)\)](#)) and shall possess an Environmental Laboratory Accreditation Program (ELAP) certified by the California Department of Health Services and provide proof as such.**
4. Failure of Bidder to sufficiently provide any or all of the minimum qualifications, in the opinion of CAL FIRE, will result in the Bidder's bid deemed non-responsive.

C) Bid Requirements and Information

1. Key Action Dates

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

Event	Date	Time (Pacific Time)
IFB available to prospective bidders	June 26, 2026	
Written Question Submittal	July 09, 2026	
Final Date and Time for Bid Submission	July 10, 2026	5:00 p.m.
Bid Opening	July 13, 2026	9:00 a.m.

2. Written Question and Answer Period

- A. Potential Bidders may submit written questions regarding the bid by **July 09, 2026**. All questions should be emailed in writing to susan.pasarow@fire.ca.gov. NO QUESTIONS will be entertained after **July 09, 2026**.
- B. Written questions must include: the individual's name, firm name, complete address and must reference IFB No. **4CA07905**.
- C. Written responses to all questions will be collectively compiled and posted, as an Addendum, to the Cal eProcure website (<https://caleprocure.com/pages/index.aspx>). It is the responsibility of the Bidder to access the website for any changes or addenda that may be posted. Refer to this **IFB, Section C1, Key Action Dates**, for the schedule of events and dates/times. It is the responsibility of the bidder to check Cal eProcure for all addenda. Bidder can contact the Contract Analyst named above.

3. Costs Included in Bid Rates

Bid prices/rates shall include the cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments, **including but not limited to, sales and use taxes** required by law or otherwise and no additional allowance will be paid unless separate payment provisions in the Agreement should specifically provide otherwise.

4. Postconsumer Content Certification

Your signature affixed hereon and dated on the **Bid/Bidder Certification Sheet, Attachment 2** shall signify that you are aware of the recycle materials, goods, and supplies program requirements of Public Contract Code Sections 12200 and 12205, and that the Recycled-Content Certification will be required for the successful contractor. The awarded bidder will be required to complete a Postconsumer-Content Certification (CalRecycle 74) and provide the form with the signed Agreement. An incomplete form or failure to provide a completed form will result in cancellation of the Agreement. The Postconsumer-Content Certification can be downloaded at <https://calrecycle.ca.gov/buyrecycled/>.

5. Mandatory Organic Waste Recycling

The Contractor generating organic waste or commercial solid waste shall arrange for the recycling services required by this section in a manner that is consistent with State and local laws and requirements, including a local ordinance or local jurisdiction's franchise agreement, applicable to the collection, handling, or recycling of organic waste and commercial solid waste. This requirement does not modify, limit or abrogate the Contractors right to sell or donate its recyclable organic waste materials consistent with the requirements of Public Resources Code Sections 42649.8 et seq

6. Motor Carrier Permit Requirements

- A. Contractor is responsible for determining whether California Vehicle Code Sections 34601 and 34620 require Contractor to have a valid Motor Carrier Permit (MCP) issued by the Department of Motor Vehicles (DMV) in order for Contractor to lawfully perform any part or aspect of the work described in **Exhibit A, Scope of Work**, and, if California Vehicle Code Sections 34601 and 34620 do require same for any part or aspect of such work, Contractor must have a valid MCP(s) issued from the DMV for its services as a Motor Carrier of Property under this Agreement. Contractor shall pay any required fees necessary to obtain and maintain in good standing during the entire term of this Agreement the any such required MCP(s).
- B. The MCP(s), if any, required for the Contractor's Motor Carriers of Property under California Vehicle Code Sections 34601 and 34620 shall be on file with the Contractor for the duration of this Agreement. Upon request of CAL FIRE, the Contractor must immediately provide to CAL FIRE a copy of the required MCP(s), if any.

7. Insurance

- A. The bidder, who receives the Agreement award, must provide a Certificate of Insurance providing proof of insurance to the Business Service Office (BSO) within ten (10) working days from the date of notification of award. The State's Office of Risk and Insurance Management will review insurance certificates and/or proof of self-insurance documentation before execution of the Agreement. Refer to the **Sample Standard Agreement Exhibit E, Section 1** for the applicable and specific Insurance requirements and coverage limits.
- B. The insurance carrier shall provide an endorsement for the additional insured statement as follows:
The State of California, its officers, agents and employees are included as additional insured, but only with respect to work performed for the State of California under the contract.
- C. The additional insured endorsement must accompany the certificate of insurance.
- D. Available Coverages/Limits

In the event the insurance coverages obtained by the Contractor is broader in scope than, and/or the limits are higher than, those required under the contract, all such broader coverage and/or higher limits available to the Contractor shall also be available and applicable to the State.

8. Darfur Contracting Act

- A. The Darfur Contracting Act, Public Contract Code Section 10475-10481, applies to any company that currently or within the previous three (3) years has had business activities or other operations outside of the United States. The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with "scrutinized" companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract

Code Section 10475. All bidders shall complete the **Darfur Contracting Act Certification, CAL FIRE-720, Attachment 6**, and submit with the proposal.

- B. If your company has not, within the previous three (3) years, had any business activities or other operations outside of the United States, complete **Option 1** on the **CAL FIRE-720**.
- C. A scrutinized company is a company doing business in Sudan as defined in Public Contract Code Section 10476. Scrutinized companies are ineligible to, and cannot bid on, or submit a bid or proposal for an Agreement with a State agency for goods or services. (Pub. Cont. Code Section 10477(a)).
- D. Therefore, Public Contract Code Section 10478(a) requires a company that currently has (or within the previous three (3) years has had business activities or other operations outside of the United States to certify that it is not a "scrutinized" company when it submits a bid or proposal to a State agency.
- E. A scrutinized company may still; however, submit a bid or proposal for an Agreement with a State agency for goods or services if the company first obtains permission from the Department of General Services according to the criteria set forth in Public Contract Code Section 10477(b).

9. Submission of Bid

- A. All bids must be submitted and received under **sealed** cover and sent to CAL FIRE by dates and times shown in **Section C, Bid Requirements and Information, Item 1) Key Action Dates**.
- B. Bids can be submitted Electronically
 - 1) **Electronic Submissions**
 - a) Electronic bid submittals shall be sent to Bids@fire.ca.gov
 - b) All bid documents will be in an attachment (as a PDF). If any bid information is in the body of the email, it shall be rejected.
 - c) Subject line must include **4CA07905, Asbestos Testing Services, July 10, at 5:00 p.m.** and **Contractor Business Name**.
 - d) The bid submission email inbox is **ONLY** for bid submissions, contact the contract analyst directly with contract questions.
- C. **Late bids will not be considered.**
- D. All bids shall include the documents identified in **Required Attachment Checklist, Attachment 1**. Bids with incomplete documents or not including the proper "required attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- E. All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm.
- F. 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.
- G. 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 State may reject any or all bids and may waive an immaterial deviation in a bid. The State's waiver of immaterial deviation shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- H. Costs for developing bids and in anticipation of award of the agreement are entirely the responsibility of the bidder and shall not be charged to the State of California.
- I. An individual who is authorized to bind the bidder contractually shall sign **Bid/Bidder Certification Sheet, Attachment 2**. The signature should indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.
- J. A bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.

- K. A bidder may withdraw its bid by submitting a written withdrawal request to the State, signed by the bidder or an authorized agent. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.
- L. The awarding agency 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.
- M. The awarding agency reserves the right to reject all bids. The agency is not required to award an agreement.
- N. Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the IFB requirements.
- O. 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.
- P. The State does not accept alternate contract language from a prospective Contractor. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable. The GTC may be viewed at Internet site <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.
- Q. No oral understanding or agreement shall be binding on either party.
- R. Bidder must complete and submit to the awarding agency **Payee Data Record, STD 204, Attachment 7**, to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf> under the heading STANDARD FORMS; select "Forms Search" and enter the form number "204". No payment shall be made unless a completed STD 204 has been returned to the awarding agency.
- S. Bidder must sign and submit to the awarding agency, **Contractor Certification Clauses (CCC), Attachment 8**, which can be found on the Internet at: <https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/CCC-042017.pdf?la=en&hash=4DE3E4DC414511AE378794200BA43EBF91C758EE>.

10. Bid Opening

- A. Bid openings will be held virtually only.
- B. Public Bid Opening dial in information:
 - 1) Dial in: **(650) 564-3271**
 - 2) Phone Conference ID: **118 099 248#**

11. Evaluation and Selection

- A. 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 of this IFB.
- B. The State will evaluate each bid to determine its responsiveness to the published requirements.
- C. 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.
- D. Award if made, will be to the lowest responsive responsible bidder.
- E. In the event of a tie bids, the award will be determined by a coin toss. The coin toss will be held in the State Agency's headquarters area office. This is a public event, which the bidders will be invited to attend. The selection of the Contractor will be at the sole discretion of the State.

12. Award and Protest

- A. 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 notification must be "by telegram, electronic facsimile transmission, overnight courier, Internet transmission, or personal delivery." (PCC § 10345(a).)
- B. On written request from any bidder, the awarding agency must post a notice of the proposed contract award in a place accessible by the general public, including any Internet site identified in the IFB at least five working days prior to awarding the contract. (PCC § 10345(a)(1).)
- C. If any bidder, prior to the award of agreement, files a protest with the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605 and CAL FIRE, on the grounds that the (protesting) bidder is the lowest responsive responsible bidder, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.
- D. Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of General Services and the awarding agency a detailed written statement specifying the grounds for the protest. The written protest must be sent to the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, California 95605. A copy of the detailed written statement should be mailed to the awarding agency. It is suggested that you submit any protest by certified or registered mail.

**California Department of Forestry and Fire Protection
Office of Business Services, Contracts Unit**
Attention: Susan Pasarow
710 Riverpoint Court
West Sacramento, CA 95605
Email: susan.pasarow@fire.ca.gov

**Department of General Services
Office of Legal Services**
Attention: Bid Protest Coordinator
707 Third Street, 7th Floor, Suite 7-330
West Sacramento, CA 95605
Phone Number: (916) 376-5080
Email: OLSProtests@dgs.ca.gov

13. 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 6250 et seq.) and subject to review by the public.
- B. Bid packages may be returned only at the bidder's expense unless such expense is waived by the awarding agency.

14. Standard Conditions of Service

- A. Service shall not begin prior to the express date set by the CAL FIRE Project Representative 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 CAL FIRE Project Representative, upon five (5) days written notice to the Contractor, reserves the right to terminate the Agreement. In addition, the Contractor shall be liable to CAL FIRE for the difference between Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another Contractor.
- B. All performance under the Agreement shall be completed on or before the termination date of the Agreement.
- C. If the bidder is awarded the Agreement and refuses to sign the Agreement presented for signature within the time and manner required, the bidder will be liable to CAL FIRE for actual damages resulting to CAL FIRE therefrom or 10 percent (10%) of the amount bid, whichever is less.
- D. Loss Leader usage is prohibited in this solicitation: It is unlawful for any person engaged in business within this State to sell or use any article or product as a "loss leader" as defined in California Business and Professions Code Section 17030. "Loss Leader" means any article or product sold at less than cost: a) where the purpose is to induce, promote or encourage the purchase of other merchandise; or b) where the effect is a tendency or capacity to mislead or deceive purchasers of prospective purchasers; or c) where the effect is to divert trade from or otherwise injure competitors.

E. No oral understanding or agreement shall be binding on either party.

15. Generative Artificial Intelligence (GenAI)

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.

D) Special Programs

1. Disabled Veteran Business Enterprise (DVBE) Program Requirement

- A. DVBE Participation Program with **No** Goals:

A DVBE goal is not required, but DVBE participation is encouraged, and a DVBE incentive will apply to this IFB as described below.

Goal Not Required

Verified DVBE Participation	DVBE Incentive Amount
5% or more	5%
4%-4.99%	4%
3%-3.99%	3%
2%-2.99%	2%
0.1%-1.99%	1%

1)When applying the DVBE Incentive, an NSB shall not displace an award to a DGS Certified Small Business.

2)Additional information: <https://www.dgs.ca.gov/OBAS/Resources/Page-Content/OBAS-Resources-List-Folder/DGS-Contracting-Commitment-with-Small-Businesses-DVBEs>.

- B. DVBE Incentive Program

1)The DVBE Incentive Program applies to this solicitation. It is separate from the DVBE Participation Program and was established in Military and Veterans Code Sections 999 et seq., and Title 2, California Code of Regulations, Section 1896.99 (2 CCR Section 1896.99) et seq. A dollar cap of \$100,000 is set for all combined incentives and preferences. The incentive is used only for evaluation purposes to arrive at the successful bidder and does not alter the amounts of the actual bid. Any responsive and responsible bidder with the confirmed DVBE participation per the Table in **paragraph 3)** below is eligible to receive the incentive. Bidders who are not responsive and responsible are not eligible to receive the incentive.

2)CAL FIRE will apply an incentive to bids from DGS certified DVBE firms. The bidders who claim to be DGS certified DVBE firms will be verified by CAL FIRE prior to award of the Agreement. The incentive amount is equal to the percentage of the lowest responsive and responsible bid being evaluated per the Table below.

3)Table for IFB (Low Price Method):

Verified DVBE Participation	DVBE Incentive Amount
100%	5%

4)When applying the DVBE Incentive, an NSB shall not displace or otherwise supersede an award to a DGS Certified Small Business.

5)Additional information: <https://www.dgs.ca.gov/OBAS/Resources/Page-Content/OBAS-Resources-List-Folder/DGS-Contracting-Commitment-with-Small-Businesses-DVBEs>.

2. Small Business (SB) or Microbusiness (MB) Preference

- A. Government Code 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 definition of a SB for the delivery of services, are contained in Title 2, California Code of Regulations, Section 1896 (2 CCR Section 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) for any bid. If prospective Contractor is claiming the five percent (5%) SB preference, complete Section 16 of the **Bid/Bidder Certification Sheet Attachment 2**.
- C. This preference shall not be awarded to a noncompliant bidder and shall not be used to achieve any applicable minimum requirements.
- D. Certified SB bidder(s) shall have precedence over NSB bidders in the application of SB preference(s).
- E. SB preferences may not be applied to any bid deemed non-responsive with the solicitation instructions or from a non-responsible bidder.
- F. Questions regarding the certification approval process or SB program should be directed to OSDS at (800) 559-5529 or (916) 375-4940. For 24-Hour Recording and Mail Request, call (916) 322-5060, or email: osdshelp@dgs.ca.gov.
- G. Additional references are at <https://www.dgs.ca.gov/OBAS/Resources/Page-Content/OBAS-Resources-List-Folder/DGS-Contracting-Commitment-with-Small-Businesses-DVBEs>.

3. CAL FIRE Advocates

CAL FIRE Small Business and Disabled Veteran Business Enterprise Advocates are available to answer questions regarding the SB/DVBE Programs and Incentives and to help identify possible SB/DVBE vendors.

CAL FIRE ADVOCATES: sbdvbe.advocate@fire.ca.gov

ATTACHMENT 1

Bidder's Company Name:

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. Place a check mark or "X" next to each item that you are submitting to the State. For your bid to be responsive, all required attachments must be returned. This checklist should be returned with your bid package also.

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Checklist
_____ Attachment 2	Bid/Bidder Certification Sheet
_____ Attachment 3	Rate Sheet
_____ Attachment 4	Disabled Veteran Business Enterprise Declarations (STD 843) * https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd_843.pdf
_____ Attachment 5	Bidder Declaration (GSPD-05-105)* https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf
_____ Attachment 6	DARFUR Contracting Act (CAL FIRE-720)
_____ Attachment 7	Payee Data Record (STD 204) http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf
_____ Attachment 8	Contractor Certification Clauses (CCC 04/2017) https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/CCC-042017.pdf?la=en&hash=4DE3E4DC414511AE378794200BA43EBF91C758EE
_____ Additional Required Information:	
	1. The Prime Bidder must be either an individual or firm currently licensed to do business in California and proof of such in the form of a current and valid Business License or California Secretary of State registration for the business shall be provided.
	2. The Prime Bidder must have a current and valid Business License or Incorporation papers for their respective State showing that their company is in good standing in that state, if the Prime Bidder's base of operation is located outside the State of California and provide proof of such.

ATTACHMENT 2
BID/BIDDER CERTIFICATION SHEET

This Bid/Bidder Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in duplicate with original signatures/electronic signature. The bid must be transmitted in accordance with IFB instructions.

Do not return IFB Sections A through E or the "Sample Standard Agreement" at the end of this IFB.

- A. Our all-inclusive bid is submitted as detailed in **Attachment 3, Rate Sheet**.
- B. All required attachments are included with this certification sheet.
- C. I have read and understand the DVBE participation requirements and have included documentation demonstrating that I have met the participation goals.
- D. 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.

An Unsigned Bid/Bidder Certification Sheet May Be Cause For Rejection

1. Company Name	2. Telephone Number () ()	2a. Fax Number () ()
3. Address		
E-mail Address:		
5. ☐ Partnership		
Indicate your organization type:	4. ☐ Sole Proprietorship	
6. ☐ Corporation	6a. ☐ L.L.C. Limited Liability 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 DVBE Certification as: a. California Small Business Enterprise Yes ☐ No ☐ If yes, enter certification number: _____ a. Disabled Veteran Business Enterprise Yes ☐ No ☐ If yes, enter certification number: _____ 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 OSBCR, if an application is pending:		

ATTACHMENT 2

Completion Instructions for Bid/Bidder Certification Sheet

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

Item Numbers	Instructions
1, 2, 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 (1) person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two (2) or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two (2) or more persons to carry on, as co-owners, a business for profit.
6, 6a	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. Or a Limited Liability Corporation.
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 (1) or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

ATTACHMENT 3

Bidder's Company Name:

RATE SHEET

Item No.	Compound Tested	Description of Test	Method of Testing	Timeframe	Estimated Quantity	Unit of Measure	Unit Price Per Test*	Total Cost (Estimated Quantity x Unit Price)*
1	Asbestos	PHASE CONTRAST MICROSCOPY (PCM)	Airborne Fiber Counting	Same Day	3	Per Test	\$	\$
2				24 Hours	3	Per Test	\$	\$
3				Three (3) Day	3	Per Test	\$	\$
4	Asbestos	PHASE CONTRAST MICROSCOPY (PCM)	Airborne Fiber Counting (NIOSH 7400A)	Same Day	3	Per Test	\$	\$
5				24 Hours	3	Per Test	\$	\$
6				Three (3) Day	3	Per Test	\$	\$
7	Asbestos	POLARIZED LIGHT MICROSCOPY (PLM)	Standard Building Material (EPA Method 600/R-93-116) Up to Three Layers	Same Day	3	Per Test	\$	\$
8				24 Hours	3	Per Test	\$	\$
9				Three (3) Day	3	Per Test	\$	\$
10	Asbestos	POLARIZED LIGHT MICROSCOPY (PLM)	Each Additional Layer	Same Day	3	Per Test	\$	\$
11				24 Hours	3	Per Test	\$	\$
12				Three (3) Day	3	Per Test	\$	\$
13	Asbestos	POLARIZED LIGHT MICROSCOPY (PLM)	NESHAP Point Counting, 400 points w/ PLM	Same Day	3	Per Test	\$	\$
14				24 Hours	3	Per Test	\$	\$
15				Three (3) Day	3	Per Test	\$	\$
16	Asbestos	POLARIZED LIGHT MICROSCOPY	NESHAP Point Counting, 1000	Same Day	3	Per Test	\$	\$
17				24 Hours	3	Per Test	\$	\$

18		(PLM)	points w/ PLM	Three (3) Day	3	Per Test	\$	\$
19	Asbestos	POLARIZED LIGHT MICROSCOPY (PLM)	California ARB 435 Method	Same Day	3	Per Test	\$	\$
20				24 Hours	3	Per Test	\$	\$
21				Three (3) Day	3	Per Test	\$	\$
22	Lead	CPSC-CH-E1003-09	CPSC-CH-E1003-09	Same Day	3	Per Test	\$	\$
23				24 Hours	3	Per Test	\$	\$
24				Three (3) Day	3	Per Test	\$	\$
25	Lead	EPA Method 6010 or 6020	EPA Method 6010 or 6020	Same Day	3	Per Test	\$	\$
26				24 Hours	3	Per Test	\$	\$
27				Three (3) Day	3	Per Test	\$	\$
Total Agreement Cost* (Sum of Items 1 – 27)								*\$
Note: Rate is All-Inclusive*								

*All-Inclusive Cost for Services.

Submitted by: _____ Date: _____

Contact Name / Title:	
Company Name:	
Company Address:	

Telephone Number:	
Fax Number:	
E-Mail Address:	

Estimated quantities are not guaranteed and is not binding on the contracting agency. The Total Costs indicated above will be used solely for computing the cost as a fair and equitable formula to determine the low bidder and is not binding on the contracting agency. However, the actual costs quoted above by the bidder shall be binding for the term of the Agreement. Small Business and Disabled Veteran Business Enterprise incentives will also be applied to determine the lowest bid. CAL FIRE reserves the right to correct and revise calculation errors made by the bidder.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail.

Please do not alter, modify, or change this bid proposal sheet. Any alterations, modifications, or changes to this bid proposal sheet will be grounds to reject the bid.

Each line item must be bid. Please do not leave any unit price column blank or this bid proposal sheet will be disqualified from competition for contract award.

ATTACHMENT 4

(if applicable)

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS (STD 843)

Bidders who are disabled veteran (DV) owner(s) and DV manager(s) of a Disabled Veteran Business Enterprise must complete Disabled Veteran Business Enterprise Declarations (STD 843) when a DVBE Contractor or subcontractor will provide materials, supplies, services or equipment and include it with the bid response.

The STD 843 Disabled Veteran Business Enterprise Declarations form can be found at:

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

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ATTACHMENT 5

(if applicable)

BIDDER DECLARATION FORM (GSPD-05-105)

All bidders must complete the Bidder Declaration Form (GSPD-05-105) and include it with the bid response.

The Bidder Declaration Form can be found at:

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

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ATTACHMENT 6

DARFUR CONTRACTING ACT VENDOR CERTIFICATION

Pursuant to Public Contract Code Section 10478, if a bidder or proposer currently, or within the previous three (3) years, has had business activities or other operations outside of the United States, it must certify that it is not a "***scrutinized company***" as defined in Public Contract Code Section 10476 (**see attached definition**).

Therefore, to be eligible to submit a bid or proposal, please complete the company/vendor information and one of the three following clauses (**NOTE:** Clause #1 requires initials only; Clause #2 requires initials only; Clause #3 requires initials and a certification signature):

DATE	FEDERAL ID NUMBER
PRINTED COMPANY / VENDOR NAME	
PRINTED NAME <u>AND</u> TITLE OF AUTHORIZED PERSON INITIALING AN OPTION BELOW	

Complete ONLY ONE of the following:

1.
Initials only
We do not currently have, and have not had within the previous three (3) years, business activities or other operations outside of the United States.
- OR**
2.
Initials only
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 (DGS) 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.**
- OR**
3.
Initials
+
certification below
We currently have, or we have had within the previous three (3) years, business activities or other operations outside of the United States, but we certify below that we are not a *scrutinized company* as defined in Public Contract Code Section 10476.

CERTIFICATION for #3

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in #3. This certification is made under the laws of the State of California.

BY (AUTHORIZED SIGNATURE)	
PRINTED NAME <u>AND</u> TITLE OF AUTHORIZED PERSON SIGNING	
DATE EXECUTED	EXECUTED IN THE COUNTY AND STATE OF



ATTACHMENT 6

**DEFINITION of SCRUTINIZED COMPANY
PUBLIC CONTRACT CODE SECTION 10476**

10476. As used in this article, the following definition applies:

"Scrutinized company" means a company in Sudan that is involved in power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, but **excludes a company that can demonstrate any of the following:**

- (a) Its business operations are conducted under contract directly and exclusively with the regional government of southern Sudan.
- (b) Its business operations are conducted under a license from the Office of Foreign Assets Control or are expressly exempted under federal law from the requirement to be conducted under such a license.
- (c) Its business operations consist of providing goods or services to marginalized populations of Sudan.
- (d) Its business operations exclusively consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization.
- (e) Its business operations consist of providing goods or services that are used only to promote health or education.
- (f) Its business operations with the Government of Sudan will be voluntarily suspended for the entire duration of the contract for goods or services for which they have bid on, or submitted a proposal for, a contract with a state agency.
- (g) It has adopted, publicized, and is implementing a formal plan to cease business operations within one year and to refrain from conducting any new business operations.

ATTACHMENT 8

PAYEE DATA RECORD (STD 204)

All bidders must complete the Payee Data Record (STD 204) and include it with the bid response.

The Payee Data Record (STD 204) is available at the following website:

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

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ATTACHMENT 9

CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)

All bidders must complete the Contractor Certification Clauses form (CCC 04/2017) and include it with the bid response.

The Contractor Certification Clauses Form (CCC 04/2017) is available at the following website:

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/CCC-042017.pdf?la=en&hash=4DE3E4DC414511AE378794200BA43EBF91C758EE>

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ATTACHMENT 13

F) Proposed Form of Agreement

The following pages represent a sample of the agreement that will be awarded, if any, from this IFB. Please review it carefully and present any questions in writing to the contact person identified on the cover letter for this IFB.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

4CA07905

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

California Department of Forestry and Fire Protection (CAL FIRE)

CONTRACTOR NAME

TBD

2. The term of this Agreement is:

START DATE

August 01, 2026 or upon approval by CAL FIRE, whichever is later

THROUGH END DATE

July 31, 2029

3. The maximum amount of this Agreement is:

TBD

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	2
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C *	General Terms and Conditions (GTC 02/2025)	-
+ - Exhibit D	Special Terms and Conditions	3
+ - Exhibit E	Additional Provisions	3
+ - Attachment 1	Rate Sheet	1

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.)

TBD

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 4CA07905	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Forestry and Fire Protection (CAL FIRE)

CONTRACTING AGENCY ADDRESS

P.O. Box 944246

CITY

Sacramento

STATE

CA

ZIP

94244

PRINTED NAME OF PERSON SIGNING

TBD

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EXHIBIT A
(Scope of Work)

SCOPE OF WORK

1. Contractor agrees to provide the California Department of Forestry and Fire Protection (CAL FIRE) with Asbestos Testing Services, as described herein:

Contractor shall provide all materials, labor, equipment, tools, permits, taxes, transportation, and fees to analyze the presence and concentration of lead and/or asbestos samples provided by CAL FIRE which may include, but not limited to, floor tile, bulk coring, roofing, and shingles.

Services are necessary to ensure the presence of Asbestos is found and handled properly in accordance with local, state, and federal regulations.

2. The Agreement may be amended to increase services at the rate(s) specified in **Attachment 1, Rate Sheet**.
3. Subcontracting is not permitted under this Agreement. All references to subcontracting or Subcontractors as found herein are not applicable to this Agreement.
4. The services shall be performed at the vendor's location.
5. Any reference to CAL FIRE Project Representative shall also include their designee.
6. This Agreement will commence on **August 01, 2026**, or upon approval by CAL FIRE, whichever is later, and no work shall begin before that time. This Agreement is of no effect unless approved by CAL FIRE. Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by CAL FIRE Project Representative. This Agreement will expire on **July 31, 2029**. The services shall be provided during normal working hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., except State holidays. The parties may amend this Agreement as permitted by law.
7. The Project Representatives during the term of this agreement will be:

California Department of Forestry and Fire Protection (CAL FIRE)	Contractor: TBD
Name: TBD	Project Representative:
Address: (Street Address, City State, Zip Code)	Address: (Street Address, City State, Zip Code)
Phone:	Phone:
Email:	Email:

8. Contractor Responsibilities

- A. Contractor shall provide laboratory analytical service to analyze samples periodically submitted by mail, from CAL FIRE, for the presence and concentration of lead and/or asbestos which may include, but not limited to:
- 1) Floor Tile
 - 2) Bulk Coring
 - 3) Roofing
 - 4) Shingles
- B. A chain of custody will be established between a CAL FIRE representative and the selected vendor with a chain of custody form. The Contractor shall provide confirmation of samples received to CAL FIRE Project Representative or designee.
- C. Contractor shall provide results via the chain of custody form to a CAL FIRE representative once samples results are finalized.
- D. Contractor must be currently accredited through the U.S. Environmental Protection Agency (EPA) and certification through the National Lead Laboratory Accreditation Program (NLLAP).
- E. Contractor shall provide services as needed, per the requirements of CAL FIRE, during maintenance and repair work for facilities at each location throughout the Southern Region.

EXHIBIT A
(Scope of Work)

F. Contract shall follow requirements of Asbestos and Lead testing listed below:

Compound Tested	Description of Test	Method of Testing
Asbestos	PHASE CONTRAST MICROSCOPY (PCM)	Airborne Fiber Counting
Asbestos	PHASE CONTRAST MICROSCOPY (PCM)	Airborne Fiber Counting (NIOSH 7400A)
Asbestos	POLARIZED LIGHT MICROSCOPY (PLM)	Standard Building Material (EPA Method 600/R-93-116) Up to Three Layers
Asbestos	POLARIZED LIGHT MICROSCOPY (PLM)	Each Additional Layer
Asbestos	POLARIZED LIGHT MICROSCOPY (PLM)	NESHAP Point Counting, 400 points w/ PLM
Asbestos	POLARIZED LIGHT MICROSCOPY (PLM)	NESHAP Point Counting, 1000 points w/ PLM
Asbestos	POLARIZED LIGHT MICROSCOPY (PLM)	California ARB 435 Method
Lead	CPSC-CH-E1003-09	CPSC-CH-E1003-09
Lead	EPA Method 6010 or 6020	EPA Method 6010 or 6020

EXHIBIT B
(Budget Detail and Payment Provisions)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily completed in accordance with the terms and conditions stated herein, and upon receipt and approval of the invoice(s), the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates as follows: attached hereto as **Attachment 1 – Rate Sheet** and made a part of this Agreement.
- B. Contractor shall submit, in arrears, not more frequently than once a month, and no less than quarterly, an invoice to CAL FIRE for cost incurred pursuant to the agreement. In addition, each invoice shall contain the following information:
- C. Each Invoice shall include:
 - 1) The agreement number **4CA07905**.
 - 2) The dates or time-period which the invoiced costs were incurred.
 - 3) Description of service, quantity, rate, and total for the current invoice.
 - 4) Certified Small Business or DVBE #, if applicable.
- D. Invoice(s) shall be submitted to:

California Department of Forestry and Fire Protection
Attention: **TBD**
Street Address/P.O. Box
City, State, Zip
Phone Number
Email

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. In the event of an emergency, as defined in section 927.11, late payment penalties may not apply. Specific to CAL FIRE, if an invoice from a business under contract with CAL FIRE becomes subject to late payment penalties during the annually declared fire season, then the required payment approval date shall extend 30 calendar days beyond the initial 45-day period, except in the case of a contract with a certified small business, a certified Disabled Veteran Business Enterprise, a non-profit organization, or a non-profit public benefit corporation.
- B. Pursuant to Public Contract Code Section 10262, Contractor shall pay its Subcontractor(s) within seven (7) calendar days from receipt of each payment made to Contractor by CAL FIRE.
- C. Failure of Contractor adhering to Public Contract Code Section 10262 may result in termination of this Agreement per Public Contract Code Section 10253 and disciplinary action by the Contractors State License Board may be implemented.
- D. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

EXHIBIT B
(Budget Detail and Payment Provisions)

4. Cost Limitation

- A. Total amount of this Agreement shall not exceed **\$TBD**.
- B. It is understood and agreed that this total is an estimate, and that CAL FIRE will pay only for those services actually rendered as authorized by CAL FIRE Project Representative up to the total amount set forth in **Section 4A**, above.

5. Costs Included in Bid Rates

The cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, Agreement bond premiums, and any other taxes or assessments including sales and use taxes required by law or otherwise shall be included in the Agreement rates and no additional allowance will be made thereof, unless separate payment provision should specifically so provide.

EXHIBIT D
(Special Terms and Conditions)

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

A. In the event of a dispute, within 10 days of discovery of the problem, Contractor shall file a "Notice of Dispute" with:

California Department of Forestry and Fire Protection
Attention: CAL FIRE Project Representative
P.O. Box 944246
Sacramento, CA 94244-2460

B. Within 10 days of CAL FIRE receiving Contractor's notice, the Contracts Representative or designee shall advise Contractor of the findings and recommend a method to resolve the dispute. Decision of the Contracts Representative or designee shall be final.

C. 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. Right to Terminate

A. Termination for Cause

The agreement can be immediately terminated for cause. (Refer to GTC, Exhibit C, Item 7. Termination for Cause)

B. Termination without Cause

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.

4. Subcontractors

Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted.

5. DVBE Participation (Without Goals)

CAL FIRE has established no goals for the DVBE participation for this Agreement. However, Contractor shall be fully informed respecting the California Public Contract Code Sections 10115 et seq., which is incorporated by reference. Contractor is urged to obtain DVBE Subcontractor participation should clearly defined portions of the work become available.

6. Non-Solicitation

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 an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or contracted 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 in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

7. Laws to be Observed

Contractor shall keep fully informed of all existing and future State and Federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, the materials used in

EXHIBIT D
(Special Terms and Conditions)

the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall at all times observe and comply with and shall cause all agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Agreement. Contractor shall protect and indemnify the State of California and all officers and employees thereof connected with the work against any claim, injury, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by Contractor, its Subcontractor(s), or an employee(s). If any discrepancy or inconsistency is discovered in the plans, drawings, specification, or Agreement for the work in relation to any such law, ordinance, regulation, order, or decree, Contractor shall immediately report the same to CAL FIRE Project Representative in writing.

8. Specific Legal References

Any reference to specific statutes, regulations, or other legal authority in this Agreement shall not relieve Contractor from the responsibility of complying with all existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Agreement.

9. Equipment Indemnification

A. Contractor shall indemnify CAL FIRE for any claims against CAL FIRE for loss or damage to Contractor's property or equipment during its use under this Agreement and shall, at Contractor's own expense, maintain such fire, theft, liability, or other insurance as deemed necessary for this protection. Contractor assumes all responsibility which may be imposed by law for property damage or personal injuries caused by defective equipment furnished under this Agreement or by operations of Contractor or Contractor's employees under this Agreement.

B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

10. Evaluation of Contractor

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4) and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the California Department of General Services, Office of Legal Services, if it is negative and over \$5,000.00.

11. 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.

12. Force Maieure

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

13. Employment of Undocumented Workers

By signing this Agreement, Contractor swears or affirms that it has not, in the preceding five (5) years, been convicted of violating a State or Federal law relative to the employment of undocumented workers.

14. Contractor Name Change

Contractor shall provide a written notice to the State at least 30 days prior to any changes to the Contractor's current legal name.

EXHIBIT D
(Special Terms and Conditions)

15. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, Contractor's indemnification obligations contained elsewhere in this Agreement, Contractor hereby assumes all risks of the consequences of exposure of Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind, or origin. Contractor also agrees to take all appropriate safety precautions to prevent any such exposure to Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless CAL FIRE, the State of California, and each and all of their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Contractor also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of CAL FIRE, the State of California, and/or any of their officers, agents and/or employees.

16. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if Contractor generates four (4) cubic yards or more of organic waste or commercial solid waste per week, Contractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Contractor shall provide proof of compliance, i.e., organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from CAL FIRE.

17. Health and Safety

- A. Contractor and all subcontractors shall abide by all health and safety mandates issued by federal, state, and local governments and/or public health officers as well as those issued by CAL FIRE, and worksite specific mandates. If multiple mandates exist, the Contractor and subcontractors shall abide by the most restrictive mandate. The term "employee", "worker", "state worker" or "state employee" in health and safety mandates includes contractor and subcontractor personnel.
- B. Costs associated with adhering to health and safety mandates are the responsibility of the Contractor. Contractor is responsible for the tracking and compliance of health and safety mandates and may be audited upon request.

18. 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.

EXHIBIT E
(Additional Provisions)

ADDITIONAL PROVISIONS

1. Insurance Requirements

A. General Provisions Applying to All Policies

- 1) Deductible and Premiums
 - a) Contractor is responsible for any deductible or self-insured retention contained within the insurance program.
 - b) The Department will not provide for nor compensate Contractor for any insurance premiums or costs for any type or amount of insurance.
- 2) Coverage Term and Policy Cancellation or Termination:
 - a) Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by CAL FIRE project representative at least ten (10) days prior to the expiration of the insurance. Any new insurance must continue to comply with the original terms of this Agreement.
 - b) Contractor shall provide, to CAL FIRE project representative within five (5) business days, following receipt by Contractor, a copy of any cancellation or non-renewal of insurance required by this Agreement. In the event Contractor fails to keep, in effect at all times, the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
- 3) 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.
- 4) 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.
- 5) The Department will not provide for nor compensate Contractor for any insurance premiums or costs for any type or amount of insurance.
- 6) Insurance Carrier Required Rating: All insurance companies must carry a rating acceptable to the Department of General Services, Office of Risk and Insurance Management (ORIM). If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required. Department of General Services, ORIM Website: <https://www.dgs.ca.gov/ORIM>.
- 7) When Contractor submits a signed contract to the State, Contractor shall furnish to the State a certificate of insurance stating that all required insurance is in effect for the Contractor.

B. General and Commercial Liability Insurance

- 1) Contractor shall provide commercial general liability insurance of not less than **\$1,000,000.00** per occurrence for bodily injury and property damage liability combined in effect for the Contractor.
- 2) 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 whom claim is made or suit is brought subject to Contractor's limit of liability.
- 3) The certificate of insurance will include the following provision in its entirety:
The State of California, its officers, agents and employees are included as additional insured, but only with respect to work performed for the State of California under the contract.
- 4) The additional insured endorsement must accompany the certificate of insurance.

EXHIBIT E
(Additional Provisions)

- 5) This endorsement must be supplied under form acceptable to the Department of General Services, Office of Risk and Insurance Management.

C. Worker's Compensation Insurance

Contractor shall provide Worker's Compensation Insurance with Waiver of Subrogation in favor of the State of California. Employer's liability shall be not less than **\$1,000,000.00**. The following clause should be included: "Waiver of Subrogation in favor of the State of California or in favor of CAL FIRE:" By signing this Agreement, the Contractor hereby warrants that it carries Workers' Compensation Insurance on all of its employees who will be engaged in the performance of this Agreement. If Staff provided by the Contractor is defined as independent contractors, this clause does not apply.

D. Commercial Automobile Insurance on Owned, Hired, and Non-Owned vehicles.

Contractor shall provide Commercial Automobile Insurance on Owned, Hired, and Non-Owned vehicles of not less than **\$1,000,000.00** policy. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

E. Available Coverages/Limits

In the event the insurance coverages obtained by Contractor is broader in scope than, and/or the limits are higher than, those required under the contract, all such broader coverage and/or higher limits available to Contractor shall also be available and applicable to the State.

2. Regulations

- A. 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.
- B. Contractor shall cooperate with the CAL FIRE authorities and shall observe and comply with all regulations presently in force on CAL FIRE grounds.

3. Americans with Disabilities Act

By signing this contract, the contractor assures the State that it complies with the Americans with 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.

4. Motor Carrier Permit Requirements

- A. Contractor is responsible for determining whether California Vehicle Code Sections 34601 and 34620 require Contractor to have a valid Motor Carrier Permit(s) (MCP) issued by the Department of Motor Vehicles (DMV) in order for Contractor to lawfully perform any part or aspect of the work described in **Exhibit A, Scope of Work**, and, if California Vehicle Code Sections 34601 and 34620 do require same for any part or aspect of such work, Contractor must have a valid MCP issued from the DMV for its services as a Motor Carrier of Property under this Agreement. Contractor shall pay any required fees necessary to obtain and maintain in good standing during the entire term of this Agreement any such required MCP(s).
- B. The MCP(s), if any, required for Contractor's Motor Carriers of Property under California Vehicle Code Sections 34601 and 34620 shall be on file with Contractor for the duration of this Agreement. Upon request of CAL FIRE Contract Manager or their designee, Contractor must immediately provide to CAL FIRE a copy of the required MCP(s), if any.

5. License and Permits

- A. Contractor shall be licensed in accordance with the laws of the State of California ([Cal. Code Regs., title 22, section \(66262.11\(b\)\(2\)\)](#)) and shall possess an Environmental Laboratory Accreditation Program (ELAP) certified by the California Department of Health Services. Contractor shall provide proof of Environmental Laboratories Accreditation Program (ELAP) Certification and ensure their ELAP Certification is current throughout the duration of this Agreement.

EXHIBIT E
(Additional Provisions)

- B. The Contractor shall be an individual or firm currently licensed to do business in California and shall obtain at their expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this contract. 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 contract upon occurrence of such event.
- C. 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 CAL FIRE Contracts Unit a copy of your business license or incorporation papers for your respective State showing that your company is in good standing in that state.
- D. If Contractor is a California or foreign corporation, Contractor must be registered and active/in good standing with the California Secretary of State.
- E. In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide CAL FIRE Project Representative a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event 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.

6. Tax Delinquencies Contract Ban

Public Contract Code section 10295.4 provides that a state agency shall not enter into any contract for goods or services with a contractor whose name appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. This prohibition applies to contracts executed on or after July 1, 2012. FTB and BOE will post and periodically update lists of the 500 largest tax delinquencies on their websites as required by law. Starting July 1, 2012, prior to executing contracts, state agencies must check the FTB and BOE lists to ensure the proposed awardee/vendor is not on either list.

7. Debarment and Suspension Certification

- A. Contractor's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that Contractor or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
 - 1) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - 2) has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three (3) years;
 - 3) does not have a proposed debarment pending; and
 - 4) has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to CAL FIRE. Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining bidder responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

8. Small Business or Disabled Veteran Business Enterprise Certification

Contractor and/or Subcontractor(s) shall maintain its status as a DGS certified SB/MB or DVBE, as applicable, throughout the term of this Agreement.

**Attachment 1
(Rate Sheet)**

To be attached upon award.

SAMPLE