



Date: May 27, 2025

## REQUEST FOR PROPOSAL (RFP) Secondary Method

**RFP No.:** 24-001

**Title:** Real CA Cannabis Campaign

**Type of Contract:** Consulting

### NOTICE TO PROSPECTIVE PROPOSERS:

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

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions that may be viewed at:

<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 the California Department of Cannabis Control (DCC), this RFP is complete and without need of explanation. However, if you have questions or need any clarifying information, please contact the person listed below.

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

Questions regarding this RFP must be submitted via email to Ha Dang at [acquisitions@cannabis.ca.gov](mailto:acquisitions@cannabis.ca.gov). Question submissions are due no later than June 3, 2025 at 2:00 PM. Questions submitted will be answered via an addendum to the solicitation.

Sincerely,

Ha Dang  
Acquisitions Unit  
Operations Branch  
Administrative Services Division  
[acquisitions@cannabis.ca.gov](mailto:acquisitions@cannabis.ca.gov)

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## **Key Action Dates**

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

RFP available to prospective bidders .....	May 27, 2025
Written questions must be received by 4:00 PM PT .....	June 3, 2025
Questions and Answers will be posted by 5:00 PM PT .....	July 1, 2025
Emailed proposals must be complete and received no later than 2:00 PM PT .....	July 16, 2025
Estimated date of team evaluations.....	Week of July 22, 2025
Interviews/Presentations.....	Week of July 29, 2025
Scoring .....	Week of August 5, 2025
Anticipated start date.....	Week of August 26, 2025

Partial submission of proposal is unacceptable.

## **Submission of Proposal**

1. Proposals must be submitted via email to [acquisitions@cannabis.ca.gov](mailto:acquisitions@cannabis.ca.gov). The subject line of the email must read as follows: **Proposal Number, Your Organization's Name**. All Proposal documents must be in PDF format. As the identified point of contact, please obtain acceptable e-signature(s) from your company's authorized representative. Acceptable forms of e-signature include:
  - a. Scanned "Wet" Signature: Print and sign document(s) in ink, then scan an electronic copy in PDF format.
  - b. "Typed" Signature: If the signature field of the document is editable (e.g., the signature feature in Adobe Acrobat), then a typed signature is acceptable.
2. Proposals will not be accepted from Expatriate Corporations, and proposals from primes subcontracting with Expatriate Corporations will not be accepted.
3. If the proposal is made under a fictitious name or business title, the actual legal name of the proposer must be provided.
4. All proposals shall include the documents identified on the checklist entitled "Required Documents" on page 32. Proposals not including the required documents shall be deemed non-responsive.
5. All proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
6. Questions regarding this RFP must be submitted to Ha Dang at [acquisitions@cannabis.ca.gov](mailto:acquisitions@cannabis.ca.gov)

## **Purpose and Description of Services**

### **Introduction and Background**

Former Governor Jerry Brown signed the Medical Cannabis Regulation and Safety Act (MCRSA) into law effective January 1, 2016. MCRSA established a licensing and regulatory structure for the cultivation, manufacturing, transportation, storage, distribution, and sale of medicinal cannabis in California. MCRSA delegated licensing responsibilities to three agencies to regulate the cannabis industry by January 1, 2018; the California Department of Public Health, which licensed manufacturers of cannabis products, such as edibles; the Department of Consumer Affairs, which housed the Bureau of Cannabis Control and licensed transporters, distributors, dispensaries, and testing laboratories; and the California Department of Food and Agriculture, which licensed cultivators and established a track-and-trace program.

On November 8, 2016, California voters passed Proposition 64, the Adult Use of Marijuana Act (AUMA) and on June 27, 2017, Governor Brown signed the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA), creating a single regulatory system for commercial cannabis activity that prioritized consumer and public safety, and tax compliance.

The Department of Cannabis Control (DCC) was formed in July 2021 by Governor Gavin Newsom by merging the three state programs previously responsible for regulating commercial cannabis activity. The DCC licenses and regulates commercial cannabis activity within California and works closely with all stakeholders, including businesses and local jurisdictions to create a sustainable legal cannabis industry and a safe and equitable marketplace. The DCC develops and implements progressive cannabis policies with robust protections for public health, safety, and the environment.

The Public Affairs Division at DCC is responsible for developing DCC communication, public engagement, and media relations strategy. To establish public trust in DCC's work and the commercial cannabis industry, the Public Affairs team works closely with all DCC divisions to provide up to date and accurate information to California licensees, applicants, and consumers. The Public Affairs team is responsible for managing all statewide communications campaigns, including the Real California Cannabis Campaign advertised herein.

#### **1. Purpose**

DCC is soliciting proposals from qualified full-service advertising agencies ("Contractor") located and licensed to do business in California that possess the knowledge, expertise, and experience in developing, implementing and evaluating a strategic, statewide media Real California Cannabis campaign. Proposals must address all of the services described in the "Scope of Work" section.

The selected Contractor is responsible for creating a statewide media campaign based on the "Scope of Work" section. This solicitation herein after will be referred to within this document and any appendices as Request for Proposal 24-001.

DCC intends to make a single contract award to the most responsive and responsible agency offering the highest scoring bid. This procurement is open to all eligible agencies that meet the

qualification requirements, including commercial businesses, nonprofit organizations, State or public universities (including auxiliary organizations) and other entities.

## 2. Background

DCC requires the services of a Contractor to extend the Real California Cannabis (RCC) campaign. This will be done through a statewide communications and education campaign that focuses on empowering consumers with information that will help them understand the benefits of purchasing from the legal cannabis market and the harms of purchasing from the illegal, unlicensed market, including the dangers to public health and safety. This campaign will support DCC's collaborative interactions with its cannabis licensees and uplift the positive impacts the licensed cannabis industry has on public safety.

Consumers will greatly benefit from enhanced education associated with the legal cannabis market to shift consumer buying habits toward the legal market and away from unlicensed sources. DCC proposes to utilize an educational awareness marketing campaign that builds and improves upon RCC. The campaign would provide consumers (both California residents and tourists) basic information needed to support purchases of cannabis through the regulated market and deter the use of untested and unsafe product obtained from unlicensed sources. It will also provide consumers with basic information about responsible use and consumption.

## 3. Goals and Objectives

DCC is seeking a dynamic advertising Contractor with strong brand growth capabilities to produce and implement a factually accurate and culturally appropriate statewide cannabis education and legal consumption campaign.

The media campaign must be multi-platform and responsive to changes in the media marketplace and consumer behavior with the goal of educating California adult-use cannabis consumers, age 21 and up, the risks and consequences of purchasing unlicensed cannabis, benefits of purchasing from DCC licensed retailers, and positively influence social norms, behaviors, knowledge, and attitudes for RCC's brand.

The media campaign's goal is raising awareness, providing education, and promoting responsible, legal purchase of cannabis.

DCC may modify and/or identify additional target groups as needed. Other priority goals, strategies, and objectives may evolve over the course of this contract.

Given California's rich diversity, DCC places great emphasis on multicultural, multi-ethnic, and multi-lingual advertising and outreach strategies that maximize reach and impact to targeted populations. The Contractor must be strategic, adaptable to challenges and opportunities, and must have strong project management skills.

The Contractor will conduct formative research on cannabis-related knowledge, attitudes, perceptions, and social norms among adult-use cannabis consumers. The Contractor will translate the findings into actionable campaign messaging, creative concepts, and outreach strategies to inform both the media campaign and cannabis-related outreach and education initiatives at the local and state levels. This research should include, at minimum, facilitated

focus groups segmented by priority audiences and key demographics within segments and may also include additional qualitative or quantitative methods such as in-depth interviews and/or surveys. Formative research must be adequate in scope and breadth to capture major beliefs, attitudes, and knowledge around cannabis use in each priority audience segment. Given the demographic diversity of California, formative research activities should aim to achieve theoretical saturation to ensure that the qualitative data collected is relatively generalizable to the priority audiences.

### **Term of Contract**

The term of this contract is August 26, 2025, or upon DGS approval, whichever is later, through June 30, 2027. The agreement term may change if DCC makes an award earlier than expected or if DCC cannot execute the agreement in a timely manner due to unforeseen delays.

### **Option to Renew**

DCC reserves the right to amend the resulting agreement for not more than one (1) year and add not more than thirty (30%) of the original value. Consistent with the terms and conditions of the original solicitation, and upon mutual consent, DCC and the Contractor may execute written amendments to this Agreement.

The resulting contract will be of no force or effect until it is signed by both parties and approved by DGS, if required. The Contractor is hereby advised not to commence performance until all approvals have been obtained. If performance commences before all approvals are obtained, said services may be considered to have been volunteered if all approvals are not obtained.

### **Budget**

The maximum amount allocated for these services for the full two-year contract with an option to extend for an additional 12 months will be \$2,400,000.00 (\*\*Two Million Four Hundred Thousand Dollars and Zero Cents\*\*\*). Any proposals over this amount will be deemed non-responsive.

Travel costs shall be reimbursed at State rates, which can be found at:  
<http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>

### **Scope of Work**

#### **Objective 1 - Strategic Planning**

##### **1. Overall**

Provide a total market media strategy plan and project management across the campaign aimed at educating California Adult-use Cannabis Consumers age 21 and up on how to purchase legally.

##### **2. Strategy Development**

- a. Conceptualize, develop, implement, monitor, and evaluate a strategic, integrated statewide media campaign. The campaign should include population-based strategies and customized efforts to reach the priority audience.
- b. Educate and influence social norms, behaviors, knowledge, and attitudes for the priority audience.
- c. Prepare and submit plans including detailed deliverables, a timeline, and budget.
- d. Develop and execute a plan for incorporating existing advertising, public relations, real.cannabis.ca.gov site and RCC Search Tool, retailer RCC QR Codes, and other RCC assets that align and can be supported by current DCC substantiation into the Real California Cannabis Campaign. Also identify existing assets from other local, state, or national and international campaigns for possible inclusion. Placement of existing assets should occur within 6 months following contract execution and should occur concurrent to the development of new assets.

## **Objective 2 – Background Discovery**

### **1. Campaign Assessment**

- a. Review RCC brand strategy, style, tone, assets, and past performances to inform the messaging and design style of the Real California Cannabis Campaign.
- b. Review local, state, national and international cannabis education media campaigns and assets. Provide DCC with a Campaign Assessment Report and presentation that identifies relevant local, state, and national and international cannabis campaigns. The report should include high-level analyses of priority audiences, strategic approaches, messaging strategies, and key takeaways.

## **Objective 3 - Media Creative and Placement**

### **1. Creative Concept Development**

- a. Develop a creative brief, including creative challenges, insights, deliverables, and success metrics, for the priority audience or campaign as appropriate.
- b. Develop demographic appropriate, scientifically accurate key messages and creative concepts for digital, out-of-home, social, and video for the priority audience as determined by DCC.
- c. Manage the development, testing, production, and placement of in-language and culturally appropriate communication assets, including translation services in Spanish and/or additional languages, as identified by DCC. Develop a briefing presentation for DCC leadership review with proposed scripts, illustrations, storyboards, animatics, and potential campaign icons to be tested.

### **2. Creative Concept Testing**

- a. Prior to conducting creative concept testing, submit all materials (e.g., moderator's guides, screening survey, consent, and assent forms, scripts and/or story boards/animatics) in advance to DCC for approval and direction.
- b. Develop and provide to DCC a Creative Concept Testing report and presentation that presents the findings from all creative concept testing

activities. The report should include the strengths and weaknesses of the specific concepts tested with the priority audience, suggested modifications based on learnings, and recommendations for final creative messaging assets including branding, icons, and central messaging.

### **3. Media Plan and Buy**

- a. Develop and execute a multi-platform, integrated digital media strategy of paid advertising that is cost efficient, maximizes outreach to target markets, and is responsive to changes in the media marketplace and consumer behavior. Work with DCC to ensure synergy with public relations and community engagement.
- b. Work with media outlets to review and approve cannabis related advertising content that complies with [CCR Article 4: Posting and Advertising](#).
- c. Work with DCC to develop an effective paid, earned and organic social media presence that complements and augments other media activities.
- d. Incorporate new media platforms arising from the emergence of new, culturally appropriate, and wide-spread social networking technology.
- e. Develop strategies, provide market research, and make recommendations for media placement, media buy, and message timing. The campaign should include population-based strategies and customized efforts to reach the priority audiences.
- f. Deliver timely and impactful messaging using specified media (i.e., connected TV, digital, out-of-home, social, and influencers).
- g. Time and design specific messaging for cannabis focused days such as 4/20 and Green Wednesday (the day before Thanksgiving day).
- h. Implement media buys that utilize maximum negotiating methods to leverage deep discounts, bonus weight, media partnerships, and/or other added-value opportunities, which must be at 20% or more of total campaign media buy.
- i. Consistently check and adjust media strategies, key messaging, and priority audience based on consumer research, public health recommendations, and/or scientific advancements.

### **4. Campaign Production**

- a. Secure the most cost-effective licensing buyouts and talent agreements.
- b. Creative production should emphasize no or minimal live action production shoots using the least amount of principal talent.
- c. Obtain legal review and network clearance of ads prior to production.
- d. Provide graphic design, copywriting, editing, and related services needed for campaign assets. Content shall be designed to optimize the user's experience across media platforms.
- e. Provide social media content creation, curation, and expertise to optimize the user's experience across relevant social media platforms.
- f. Provide translation and adaptation services and coordination to reach the Spanish language target audiences.
- g. Deliver masters of all produced advertising in requested formats (e.g., native files) to DCC, for the purpose of archiving and other legal uses.

- h. All copyrights, in all media content, in perpetuity, remain the property of DCC. All materials, websites, social media, etc. developed by the contractor for DCC will remain the property of DCC upon conclusion of the contract.
- i. Ensure all design and outreach materials meet the American with Disabilities Act (ADA) standards.

## **5. Campaign Website and Social Media Content and Materials**

- a. Upon review and DCC approval, develop extensive educational content, targeting adult-use cannabis consumers for the real.cannabis.ca.gov website and landing pages.
- b. Create content and graphics to support campaign webpages and social media postings on a regular and ongoing basis.
- c. Print and mail RCC QR Code window cling, and information packages to newly licensed retailers and licensed retailers who have not previously received packages. **See Attachment A: Real California Cannabis QR Package Materials for reference.**
- d. Ensure all website materials and social media content meet the American with Disabilities Act (ADA) standards.
- e. Provide culturally appropriate translation and adaptation services in Spanish and/or additional translations, as indicated by DCC. The Contractor must provide in-language communication assets.

## **Objective 4 - Media Evaluation**

### **1. Campaign Monitoring and Evaluation**

- a. Develop a monitoring plan for keeping DCC apprised of all advertising and public relations activities, current contractor personnel, and an evaluation of the effectiveness and cost efficiency of these activities. Project management activities from the Contractor and subcontractors shall include the following, at a minimum with additional reporting required at the discretion of DCC during peak activity periods:
  - i. Implement project management systems or platforms to track all advertising and public relations contract activities.
  - ii. A list of open work orders, projects and timelines, including but not limited to, planning; research; creative development and production; substantiation, pre- and post-testing of ads; usage fees, advertising traffic and placement; and technical assistance.
  - iii. Status of progress and accomplishments for each work order and project.
  - iv. Description of steps remaining for completion of each work order and project, and the date each step will be completed.
  - v. The names of primary and alternate Contractor, subcontractor, and DCC employees assigned to coordinate and implement the work order or project.
  - vi. Conduct regular status and insight meetings regarding advertising campaign activities. Any subcontractors providing ethnic-targeted, or other specialized advertising, shall participate directly in calls.

- vii. Develop and implement a plan to ensure advertising content is consistent with and complementary to DCC social media content.
- b. Report on the campaign's implementation and outcomes, including media monitoring and optimization, summarized quarterly media buy reports and post-analysis, and a summary evaluation of the effectiveness of media placement.
- c. Detailed reports of media placement to be provided quarterly in a spreadsheet, upon request, that shall provide detailed information on actualized media.
  - i. Total impressions delivered, as applicable to each advertising medium.
  - ii. Actual rating delivered, as applicable for broadcast media.
  - iii. Priority audience demographics e.g., age, gender, racial/ethnic group used for planning and reconciling media performance.
  - iv. Details by the vendor, network, or station for each Designated Market Area (DMA), as applicable.
  - v. Dayparts by market, as applicable. Days aired and time(s) of day, upon request.
  - vi. For digital, click-through rates, cost per click, or the agreed upon key performance indicator.
  - vii. Third party measurement and detailed viewer data, when available and requested by DCC.
- d. Provide detailed media monitoring analysis designed to evaluate campaign reach, to DCC.
- e. All focus group and online research materials and reports.
- f. Post-buy report.
- g. Key website, RCC Search Tool, RCC QR Code, and digital and social media metrics.

## **2. 2) Project Reporting**

- a. Prepare, submit, and maintain ongoing campaign reports and timeline.
- b. Contractor shall submit quarterly progress reports and attend meetings with DCC personnel at intervals determined by DCC. Progress reports and meetings will be held to determine whether the project is on schedule, provide communication of findings, and afford occasions for airing difficulties or issues encountered so that remedies can be developed quickly.
- c. Develop a timely project-specific wrap-up report for all media activities as requested, detailing the effort from implementation to the results, including recommendations for continued leveraging of the activity.
- d. Prior to the conclusion of this agreement, Contractor shall hold a final meeting at which Contractor shall present any findings, conclusions, and recommendations.

## **Objective 5 - Project Management & Personnel Services**

### **1. Project Management**

- a. In collaboration with DCC, maintain and monitor a system for substantiating facts, ensuring facts used in the campaign are valid and consistent with DCC-driven scientific data and are approved by DCC. Provide copies of scientific studies, research, and calculations used in advertisements or promotions. Ensure the validity of the facts and consistency of their use.
- b. Provide technical assistance and training to DCC and partner organizations.

## **2. Personnel Services**

- a. Responsible for the entirety of the contract term for managing and monitoring all campaign activities, current personnel and subcontractor teams and vendors, as needed, which have:
  - i. Extensive knowledge of the diverse California media market, and the ability to manage strategic public relations and advertising development, testing, production, and placement, including translation services in Spanish and/or additional languages indicated by DCC.
  - ii. Specialty advertising services and knowledge, including but not limited to, digital, campaign landing pages, SEO/SEM, and social media strategy and production services.

## **Qualification Requirements**

Failure to meet the following requirements by the proposal submission deadline will be grounds for DCC to deem a Proposer nonresponsive. Evaluators may choose not to thoroughly review or score proposals that fail to meet these requirements.

1. In submitting a proposal, each Proposer must certify and prove that it possesses qualification requirements by providing a portfolio and references to the following:
  - a. At least three (3) consecutive years of experience of the type(s) listed below. All experience must have occurred within the past five (5) years. It is possible to attain the experience types listed below during the same time period. Proposers must have experience in:
    - i. social cause marketing and/or public health advertising.
    - ii. behavior-change marketing/advertising.
    - iii. outreach to the campaign's priority audience adult-use cannabis consumers age 21 and up.
    - iv. marketing/advertising to multi-lingual, multi-ethnic audiences
    - v. operating, full-service, advertising and/or public relations agency with minimum annual gross billings of \$6 million, which may include media placement billings for agency clients completed by an external media buying service.
  - b. Have a minimum of ten (10) employees and a California-based office.
  - c. No active conflict of interest with tobacco, e-cigarette, cannabis, pharmaceutical or opioid companies. Please explain if your agency works in the alcohol sector.
  - d. Proposers must achieve Disabled Veteran Business Enterprise (DVBE) participation. **Participation must meet or exceed 3-percent of the total proposed cost.**

California Law requires Disabled Veteran Business Enterprise (DVBE) participation. DCC policies require DVBE participation of 3-percent on all contracts exceeding \$5,000. All Proposers, including out-of-state firms must comply with California's DVBE participation requirements. Proposals without a minimum 3-percent participation from a DVBE Certified prime or subcontractor will be deemed non-responsive.

- e. Corporations must certify they are in good standing and qualified to conduct business in California.
- f. Nonprofit organizations must certify their eligibility to claim nonprofit status.
- g. Proposers must have a past record of sound business integrity and a history of being responsive to past contractual obligations.
- h. Proposers must certify they are financially stable and solvent and have adequate cash reserves to meet all financial obligations while awaiting reimbursement from the State.
- i. Proposers must certify their proposal response is not in violation of the requirements of the Darfur Contracting Act of 2008, Public Contract Code Sections 10475, et seq.; Stats. 2008, Ch 272.
- j. Proposers must certify their proposal response is not in violation of Public Contract Code (PCC) Section 10365.5 and, if applicable, must identify previous consultant services contracts that are related in any manner to the services, goods, or supplies being acquired in this solicitation.
- k. Proposers must agree to contain their indirect costs at a percentage rate not to exceed 20% of the total amount.

### **Proposal Submittal Requirements**

1. Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.
2. A proposal may be disqualified if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. At its discretion, the DCC may waive any immaterial deviations in a solicitation. The DCC's waiver of immaterial defect shall in no way modify the RFP document or excuse the proposal from full compliance with all requirements if awarded the agreement.
3. Costs incurred for developing proposals in anticipation of award of the Agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.
4. A proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal **prior to the submission deadline**. Proposer modifications offered in any other manner, oral or written, will not be considered.
5. A proposer may withdraw its proposal by submitting a written withdrawal request to the DCC, signed by the proposer or an authorized agent of their firm. A proposer may thereafter submit a new proposal **prior to the submission deadline**. Proposals may not be withdrawn without cause subsequent to the submission deadline.
6. The DCC may modify this RFP prior to the date fixed for submission of proposals by posting an addendum to the original bid package on [Cal eProcure](#).
7. The DCC reserves the right to reject all proposals. The CDFA is not required to award an Agreement.
8. Before submitting a response to this solicitation, proposers should review, correct all errors and confirm compliance with the RFP requirements.

9. Where applicable, proposer should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
10. The DCC does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions are not negotiable.

## **Proposal Requirements**

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

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

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

- B. resumes of each major subcontract participant.
- C. the portions and monetary percentages of the work to be done by the subcontractors.
- D. how they were selected and why.
- E. description of how subcontracted work will be controlled, monitored and evaluated.

9. **Cost Proposal.** Shall include a detailed breakdown showing how the costs were determined. A Cost Proposal must be submitted for each contract year and any Options to Renew. A proposal missing Costs Proposals for the term of the contract and any options will be deemed non-responsive. An Excel spreadsheet with the required format is provided as a separate attachment to this RFP.

10. **Samples by Prime Proposer.** Include samples of similar types of contracts on work performed that were successfully conclusive and list the contractor's name, contact information, address, phone number, person to contact, term dates, and services performed. A minimum of three (3) samples of prior projects of a similar nature are required to be submitted.

11. The proposal must include all items as outlined above and the documents listed on the Required Documents page.

### **Bid Requirements**

- A. Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.
- B. A proposal 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 proposals and may waive any immaterial deviation in a solicitation. The State's waiver of immaterial defect shall in no way modify the RFP document or excuse the proposal from full compliance with all requirements if awarded the agreement.
- C. Costs incurred for developing proposals in anticipation of award of the Agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.
- D. A proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the submission deadline. Proposer modifications offered in any other manner, oral or written, will not be considered.
- E. A proposer may withdraw its proposal by submitting a written withdrawal request to the State, signed by the proposer or an authorized agent of their firm. A proposer may thereafter submit a new proposal prior to the submission deadline. Proposals may not be withdrawn without cause subsequent to the submission deadline.
- F. The awarding agency may modify this RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received an original RFP package.
- G. The awarding agency reserves the right to reject all proposals. The agency is not required to award an Agreement.
- H. Before submitting a response to this solicitation, proposers should review, correct all errors and confirm compliance with the RFP requirements.

- I. Where applicable, proposer should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- J. The State does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions are not negotiable.

## **Bidder Requirements**

The Contractor shall perform a commercially useful function relevant to this solicitation and provide services or goods that contribute to the fulfillment of the contract requirements.

To be considered responsive, the contractor/subcontractor:

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

A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of any extra participation in a transaction, contract, or project through which funds are passed through solely to be qualified to submit a proposal or awarded the contract.

## **Evaluation and Selection**

A multiple stage evaluation process will be used to review and/or score technical proposals. DCC will reject any proposal that is found to be nonresponsive at any stage of evaluation.

### **1. Stage 1 – Required Attachment/Certification Checklist review**

- a. In this review stage, DCC will compare the contents of each proposal to the claims made by the Proposer on the Required Attachment/Certification Checklist to determine if the Proposer's claims are accurate.
- b. If deemed necessary, DCC may collect additional documentation (i.e., missing forms, missing data from RFP attachments, missing signatures, etc.) from a Proposer to confirm the claims made on the Required Attachment/Certification Checklist and to ensure that the proposal is initially responsive to the RFP requirements.
- c. If a Proposer's claims on the Required Attachment/Certification Checklist cannot be proven or substantiated, the proposal will be deemed nonresponsive and rejected from further consideration.

## 2. Stage 2 – Narrative proposal evaluation/scoring

- a. Proposals that appear to meet the basic format requirements, initial qualification requirements and contain the required documentation, as evidenced by passing the Stage 1 review, will be submitted to a rating committee.
- b. Raters will individually and/or as a team review, evaluate and numerically score proposals based on the proposal's adequacy, thoroughness, and the degree to which it complies with the RFP requirements.
- c. DCC will use the following scoring system to assign points. Following this chart is a list of the considerations that raters may take into account when assigning individual points to a technical proposal.

<b>Points (10)</b>	<b>Points (20)</b>	<b>Interpretation</b>	<b>General basis for point assignment</b>
<b>0</b>	<b>0</b>	<b>Non-Responsive</b>	Proposal response (i.e., content and/or explanation offered) does not speak to the question.
<b>2</b>	<b>4</b>	<b>Inadequate</b>	Proposal response (i.e., content and/or explanation offered) is inadequate or does not meet DCC's needs/requirements or expectations. The omission(s), flaw(s), or defect(s) are significant and unacceptable.
<b>4</b>	<b>8</b>	<b>Barely Adequate</b>	Proposal response (i.e., content and/or explanation offered) is barely adequate or barely meets DCC's needs/requirements or expectations. The omission(s), flaw(s), or defect(s), are inconsequential and acceptable.
<b>6</b>	<b>12</b>	<b>Moderately Adequate</b>	Proposal response (i.e., content and/or explanation offered) is moderately adequate or somewhat meets DCC's needs/requirements or expectations. The omission(s), flaw(s), or defect(s), are inconsequential and acceptable.
<b>8</b>	<b>16</b>	<b>Fully Adequate</b>	Proposal response (i.e., content and/or explanation offered) is fully adequate or fully meets DCC's needs/requirements or expectations. The omission(s), flaw(s), or defect(s), if any, are inconsequential and acceptable.
<b>10</b>	<b>20</b>	<b>Excellent or Outstanding</b>	Proposal response (i.e., content and/or explanation offered) is above average or exceeds DCC's needs/requirements or expectations. Weaknesses are minimal and not material in nature. Proposer offers one or more enhancing feature, method or approach that will enable performance to exceed DCC's basic expectations.

- d. In assigning points for individual rating factors, raters may consider issues including, but not limited to, the extent to which a proposal response:
  - 1) is lacking information, lacking depth or breadth or lacking significant facts and/or details, and/or
  - 2) is fully developed, comprehensive and has few, if any weaknesses, defects or deficiencies, and/or
  - 3) demonstrates the Proposer understands DCC's needs, the services sought, and/or the contractor's responsibilities, and/or
  - 4) illustrates the Proposer's capability to perform all services and meet all scope of work requirements, and/or
  - 5) If implemented, will contribute to the achievement of DCC's goals and objectives, and/or
  - 6) Demonstrates the Proposer's capacity, capability and/or commitment to exceed regular service needs (i.e., enhanced features, approaches, or methods; creative or innovative business solutions).
- e. Below are the point values and weight values for each rating category that will be scored.

K. Proposals, excluding the Cost Section, will be scored on a scale of 0 to 600 points, as follows:

Rating Category	Points	X	Weight	= Total	Narr. %
Executive Summary	50	X	0.5	= 25	4.2%
Agency Capability	130	X	1.5	= 195	32.5%
Project Personnel	70	X	2.0	= 140	23.3%
Work Plan	80	X	2.5	= 200	33.3%
Management Plan	30	X	1.0	= 30	5.0%
Facilities and Resources	10	X	1.0	= 10	1.7%
<b>Narrative Grand Total</b>				<b>600</b>	<b>100.0%</b>

L. DCC will consider a proposal technically deficient and not responsible if the proposal earns a score that is less than **420** points. **Proposals deemed not responsible will not advance to Stage 3.**

### 3. Stage 3 –Scoring the Cost Section

- a. Proposers that earned a passing score in Stage 2 will have the Cost Section of their proposal scored and/or evaluated according to the process described herein.
- b. The proposal offering the lowest total cost earns **300** cost points. The remaining proposals earn cost points through the cost conversion formula shown below. Final calculations shall result in numbers rounded to two decimal places.

Bid Y Cost  

$$\frac{(\text{Lowest Cost})}{\text{Bid X Cost}} \times 300 \text{ (Possible cost points)} = \text{Cost score of Bid X Proposal}$$

- c. **Example for illustration purposes:**  
 Lowest cost earns 300 points.  

$$\$23,000,000 \text{ (Lowest Cost)} \div \$24,900,000 \text{ (Bid X Proposal Cost)} = .9237$$

.9237 X 300 points = 277.11 (Cost Section Score of Bid X Proposer)

#### 4. Stage 4 – Interview Stage

DCC may choose to conduct oral interviews with all responsible Proposers that pass Stage 2 – Narrative proposal evaluation/scoring. DCC may, at its discretion, choose not to conduct oral interviews, at which point only Stage 2, 3, and 5 will be scored. The purpose of the oral interview is to assess and/or confirm:

- a. Each Proposer's understanding of DCC's needs and the overall importance of the project.
- b. The Proposer's commitment to provide quality services in a timely manner.
- c. The Proposer's willingness and ability to establish effective working relationships with State staff.
- d. The capabilities and strengths of the Proposer's management team.
- e. The soundness and strengths of the Proposer's approach to accomplish the objectives and manage the project to ensure successful completion of all Scope of Work requirements.

If oral interviews are held, DCC will evaluate the results of each oral presentation on a competitive basis by comparing the oral presentation responses of one Proposer to those of another Proposer. Proposers may earn **100** points for the oral interview stage. The earned oral interview points will be added to the Technical Proposal Score in the final score calculation.

If DCC chooses to conduct oral interviews, the length of each interview should not exceed one (1) hour. DCC anticipates that interviews will be held via Teams the week of June 9th, 2025. In addition to the Proposer's official authorized representative(s), DCC may request the presence of primary and/or key project personnel to attend the interview. If applicable, DCC will mail, email, or fax specific interview requirement information to each of the affected Proposers. This interview is the Proposer's opportunity to clarify their materials that they submitted in the RFP and is not an opportunity to present new material. Any attempt to do so will result in the disqualification of that Proposer.

#### 7. ORAL INTERVIEW 100 points)

a. Professionalism of presenters and coherence of presentation.	25	_____
b. Responses to questions.	25	_____
c. Intangibles: Energy, creative thinking, attentiveness.	50	_____
<b>TOTAL SCORE:</b>	<b>100 Points</b>	

#### 5. Stage 5 – Adjustments to Score Calculations for Bidding Preferences

- a. DCC will determine which firms, if any, are eligible to receive a bidding preference (i.e., small business or non-small business subcontractor preference)
- b. To confirm the identity of the highest scored responsive Proposer, DCC will adjust the total score for applicable claimed preference(s) for those Proposers eligible for bidding preferences. DCC will apply preference adjustments to eligible Proposers according to

State regulations following verification of eligibility with the appropriate office of the Department of General Services. More information about the allowable bidding preferences appears in the RFP section entitled, "Preference Programs".

c. **Small Business Preference Scoring**

Preference will be calculated as follows (as described in State Contracting Manual Volume 1, Section 8.21):

- i. Calculate the "earned" score for all bidders.
- ii. If the highest scored proposal is from a non-certified small business or microbusiness, then:
  - a) Calculate 5% of the highest responsible bidder's total score.
  - b) Add the amount calculated above to the score of each of the certified small business or microbusinesses. This new amount is the total score.
  - c) Award of the contract must go to the bidder with the highest point count.
  - d) An **example** of applying the small business preference to an RFP Secondary follows:

Bidders (*Indicates certified small business)	Max Points	A*	B
Stage 2 - Narrative Score	600	500	520
Stage 3 - Cost Score (cost points awarded are based on these bid amounts)	300	277.11 (\$24.9M)	277.11 (\$24.9M)
Stage 4 – Interview Score	100	80	90
Total "earned" points for each bidder	1000	857.11	887.11

Bidder B's was the highest scored proposal, a non-certified small business or microbusiness. Therefore, points must be re-apportioned after application of the 5% calculation of B's point score. B's bid received 887.11 points. 5% of 887.11 is 44.36. All bids from certified small business or microbusinesses will receive 44.36 additional points. **All bids from eligible non-small businesses will receive 44.36 additional points (see subsections d and e below).**

Point awards prior to preference points	857.11	887.11
<i>Small Business Preference points*</i>	44.36	
<b>New Total after SB/Non-SB/NVSA Preference</b>	<b>901.47*</b>	<b>887.11</b>

d. **Nonprofit Veteran Service Agency Certification Scoring**

Scoring is the same as the Small Business Preference disclosed in Section (c) above. (State Contracting Manual V1 Section 8.20.G)

e. **Non-Small Business Preference Scoring**

Scoring is the same as the Small Business Preference disclosed in Section (c) above. This preference is awarded to a non-small business bidder that commits to small business or microbusiness subcontractor participation of 25% of its bid price. Vendors

committing this amount shall receive 5% of the highest responsive, responsible bidder's total score before award preferences. **A non-small business, which qualifies for this preference, may not take an award away from a certified small business.** The small business regulations are located at 2 CCR 1896. (State Contracting Manual V1 Section 8.22)

f. **Disabled Veteran Business Enterprise Scoring**

In accordance with section 999.5(a) of the Military and Veterans Code, an incentive will be given to bidders who exceed the DVBE program requirement.

For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation and confirmed by the State. The incentive points for awards based on high score awards are included in the sum of non-cost points and cannot be used to achieve any applicable minimum point requirements.

<b>Confirmed DVBE Participation of:</b>	<b>Calculation with Interview:</b>	<b>Calculation without Interview:</b>
4.5% and over	$5\% \times 700 = 35$	$5\% \times 600 = 30$
4% up to 4.49%	$4\% \times 700 = 28$	$4\% \times 600 = 24$
3.5% up to 3.99%	$2\% \times 700 = 14$	$2\% \times 600 = 12$

g. **Target Area Contract Preference Act (TACPA) Scoring**

Preference will be calculated as follows (as described in State Contracting Manual Volume 1, Section 8.30):

- i. The TACPA preference will be scored through the following conditions:
  - a. 9% (combination of the 5% Worksite Preference with the maximum 4% Work Force Preference) up to \$50,000
  - b. Corresponding preference percentage of the price offered by the lowest responsible bid or the lowest responsible proposal.
  - c. The TACPA preference notice and request form STD 830 and the DGS/PD 526 must be included in all IFFBs and RFPs when the estimated cost exceeds \$100,000, unless the worksite is specified in the contract. To receive the preference, the bidder must complete the forms and certify to perform the contract work as specified. This commitment must be enforced through conditions contained in the contract (GC § 4535).

## **6. Stage 6 – Final Score Calculation**

DCC will use the formula shown below to calculate final proposal scores and to determine the highest scored proposal.

Narrative Proposal Score (Stage 2)	Max 600 Points
+ Cost Section Score (Stage 3)	Max 300 Points
+ Interview Score (Stage 4)	Max 100 Points

+ Bidding Preferences (Stage 5)	TBD
= Total Score	Max 1000 Points

## Narrative Proposal Rating Factors

Raters will use the following criteria to score the narrative portion of each proposal.

### 1. Executive Summary (25 Points after a Multiplier of 0.5)

- a. To what extent did the Proposer express, in its own words, its understanding of DCC's needs and the importance of this project? (10 points)
- b. To what extent did the Proposer demonstrate the tangible results that it expects to achieve? (10 points)
- c. To what extent did the Proposer express a sincere commitment to perform this work in an efficient and timely manner? (10 points)
- d. To what extent did the Proposer demonstrate that it can effectively integrate this project into its current obligations and existing workload? (10 points)
- e. To what extent did the Proposer adequately explain why it should be chosen to undertake this project at this time? (10 points)

### 2. Agency Capability (195 Points after a Multiplier of 1.5)

- a. From the experience described in its proposal, to what extent does the Proposer possess sufficient experience in managing formative research and concept testing from start to finish – including project scoping and planning, implementation, and report out of findings and recommendations? (10 points)
- b. From the experience described in its proposal, to what extent does the Proposer possess sufficient experience in social cause marketing/advertising experience? (10 points)
- c. From the experience described in its proposal, to what extent does the Proposer possess sufficient experience in behavior change marketing/advertising? (10 points)
- d. From the experience described in its proposal, to what extent does the Proposer possess sufficient experience in outreach to the campaign's priority audiences (Adult-use Cannabis Consumers age 21 and up) (10 points)
- e. From the experience described in its proposal, to what extent does the Proposer possess sufficient experience in marketing/advertising experience to multi-lingual, multi-ethnic audiences? (10 points)
- f. From the experience described in its proposal, to what extent does the Proposer possess sufficient experience in operating, full-service, advertising agency with minimum annual gross billings of \$6 million, which may include media placement billings for agency clients completed by an external media buying service? (10 points)
- g. Based on a review of the Proposer's information about its prior accounts or work projects in the past 5 years from the proposed project staff, to what extent did the Proposer demonstrate that it has expertly and effectively performed services that were similar in nature or closely related to the RFP Scope of Work? (10 points)
- h. To what extent did the Proposer demonstrate that it has had experience establishing and maintaining effective working relationships with government entities? (10 points)

- i. To what extent did the Proposer's past work demonstrate that it has experience creating messaging and statewide media campaigns that shift social norms, attitudes, perceptions, and/or knowledge? (20 points)
- j. To what extent did the Proposer's past work demonstrate it has experience with public health and/or behavior change messaging? (20 points)
- k. To what extent did the Proposer's prior clients, as a whole, confirm their satisfaction with the Proposer's past work? (10 points)

“On a scale of one (1) to ten (10), with one (1) being completely dissatisfied and ten (10) completely satisfied, how satisfied were you with [Name of Proposer] past work and services?”

All references will be emailed and given five (5) days to respond. References not received within that timeframe will be scored at a zero (0). This will be scored on a sliding scale.

### **3. Project Personnel (140 Points after a Multiplier of 2.0)**

- a. Upon reviewing the Proposer's staffing plan, to what extent has the Proposer allocated a sufficient number of staff in the appropriate position levels or classifications to perform the full range of services? (10 points)
- b. Upon reviewing the proposed salary rates or ranges and proposed duties for the proposed personnel, to what extent are the salary rates or ranges appropriate in relation to the assigned duties and level of responsibility? (10 points)
- c. Upon reviewing the proposed job descriptions or duty statements for the proposed personnel, to what extent has the Proposer reasonably assigned the job responsibilities and tasks among the different personnel? (10 points)
- d. Upon reviewing the proposed job descriptions or duty statements for the proposed personnel (including subcontractors and independent consultants), to what extent has the Proposer reasonably divided the work between its in-house resources and proposed subcontractors (including independent consultants)? (10 points)

*If no subcontracting or use of consultants is proposed, up to 10 points will be assigned based on the effectiveness of the Proposer's allocation of tasks to its in-house personnel.*

- e. Upon reviewing the proposal narrative to what extent has the Proposer, or their suggested subcontractors, sufficiently demonstrated in-house capabilities to meet the needs of DCC in outreaching to the State's diverse populations and have proven their experience in doing so? (10 points)
- f. Upon reviewing the job descriptions and resumes of the proposed staff (excluding the project director(s)/administrator(s) or project coordinator(s)), to what extent do the proposed personnel possess the qualifications and expertise needed to perform the assigned duties? (10 points)
- g. Upon reviewing the job descriptions and resumes of the proposed project director(s)/administrator(s) or project coordinator(s), to what extent do the proposed

personnel possess the qualifications, past experience and expertise needed to carry out their assigned responsibilities? (10 points)

#### **4. Work Plan (200 Points after a Multiplier of 2.5)**

- a. To what extent are the Proposer's overall approaches and/or methods comprehensive and/or technically sound? (10 points)
- b. To what extent did the Proposer offer a rational basis for choosing its particular approaches and methods (i.e., proven success or past effectiveness)? (10 points)
- c. To what extent are the proposed procedures, methods and approaches appropriate and reasonable (i.e., if implemented are they likely to produce the desired results)? (10 points)
- d. To what extent does the Proposer describe in detail the specific actions (i.e., tasks/activities and functions) that the Proposer will perform to fulfill all scope of work requirements? (20 points)
- e. To what extent does the Proposer describe in detail the specific actions (i.e., tasks/activities and functions) that the proposed subcontractors will perform to fulfill all scope of work requirements? (10 points)
- f. To what extent are the proposed performance timelines realistic and achievable? (10 points)
- g. To what extent did the Proposer adequately demonstrate how it will measure and/or prove the completion of major tasks, functions, or activities (i.e., identification of key events/outcomes or deliverables)? (10 points)

#### **5. Management Plan (30 Points after a Multiplier of 1.0)**

- a. To what extent has the Proposer demonstrated its capability to effectively coordinate, manage and monitor the efforts of assigned staff (including subcontractors and consultants) to ensure that work is effectively and accurately completed in a timely manner and at the level expected of DCC? (10 points)
- b. Upon reviewing the Proposer's description of its fiscal accounting processes and budgetary controls, to what extent do the fiscal processes and controls appear adequate to ensure the responsible use and management of contract funds and accurate invoicing? (10 points)
- c. Upon reviewing the Proposer's description of its fiscal accounting processes and budgetary controls, to what extent can the Proposer properly account for state project costs to ensure that only appropriate costs are billed to DCC? (10 points)

#### **6. Facilities and Resources (10 Points after a Multiplier of 1.0)**

- a. To what extent does the Proposer possess or have access to the following specific resources needed to ensure successful performance of services described in the Scope of Work and Work Plan? (10 points)

## **Award and Protest**

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

Department of General Services  
Office of Legal Services  
Attention Bid Protest Coordinator  
707 Third Street, 7<sup>th</sup> Floor, Suite 7-330,  
West Sacramento, California 95605  
Or via email to: [OLSPtests@dgs.ca.gov](mailto:OLSPtests@dgs.ca.gov)

A copy of the detailed written protest should be mailed to DCC, Grants and Contracts Unit, 2920 Kilgore Road, Rancho Cordova, California 95670 or via email to [acquisitions@cannabis.ca.gov](mailto:acquisitions@cannabis.ca.gov). If mailing, it is suggested that proposers submit any protest by certified or registered mail.

## **Disposition of Bids**

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

## **Agreement Execution and Performance**

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

## **Preference and Incentive Programs**

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

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

### **1. Certified Small Businesses and Microbusinesses Certification Benefits**

Certified Small Businesses or Microbusinesses can claim the five percent (5%) preference when submitting a proposal on a state contract. You must provide a copy of the official Certification letter along with your proposal.

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

### **2. Target Area Contract Preference Act (TACPA)**

### **3. Recycled Content Certification**

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

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

### **4. DVBE Participation**

Please look carefully at box (a) in this section. If the box is checked, you must respond accordingly to the instructions outlined in “California Disabled Veteran Business Enterprise (DVBE) Program Requirements – for Non-IT Services” on the following page for your bid to be considered responsive.

a.  Participation Requirements

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

5. GenAI

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

Failure to report GenAI to the State may result in disqualification. The State reserves its right to seek any and all relief it may be entitled to as a result of such non-disclosure. Upon notification by a Bidder/Offeror of GenAI as required, the state reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the state.

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

## **CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)**

### **PROGRAM REQUIREMENTS –FOR NON-IT SERVICES**

(Revision Date 1-2022)

**Please read the requirements and instructions carefully.**

#### **AUTHORITY**

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

#### **DVBE PARTICIPATION**

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

#### **DVBE INCENTIVE**

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

#### **INTRODUCTION**

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

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

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

#### **COMMERCIALLY USEFUL FUNCTION DEFINITION**

As defined in [MVC §999\(B\)](#), a person or an entity is deemed to perform a "commercially useful function" if a person or entity does all of the following:

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out the obligation by performing, managing, or supervising the work involved.
- Performs work that is normal for its business services and functions.

- Is responsible, with respect to products, inventions, materials, and supplies required for the contract, price negotiation, determining quality and quantity, or ordering, installing, if applicable, and making payment.
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

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

### **DVBE SUBSTITUTION**

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

### **DVBE SUBCONTRACTOR REPORTING**

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

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

### **PLEASE READ ALL INSTRUCTIONS CAREFULLY**

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

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

### **PARTICIPATION COMMITMENT**

Bidders must commit to meet or exceed the DVBE participation requirement in this solicitation by either Method A1 (bidder is a California certified DVBE) or A2 (bidder is not a California certified DVBE). Bidders must document DVBE participation commitment by completing and submitting all forms and documentation necessary to support meeting CUF. Forms include the Bidder Declaration ([DGS PD-05-105](#)) and DVBE Declarations ([DGS PD 843](#)), and the Confirmation Letter/Form as described below, and any other requested

documentation. Failure to complete and submit the required form(s) as instructed will render the proposal non-responsive.

**Method A1. Certified DVBE bidder:**

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

**Method A2. Non-DVBE bidder:**

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

**DVBE BID INCENTIVE**

Unless stated elsewhere in the solicitation that the DVBE incentive has been waived, in accordance with [Section 999.5\(a\) of the Military and Veterans Code](#) an incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified participation as identified on the Bidder Declaration, [DGS PD-05-105](#), and confirmed by the State. The incentive amount for awards based on highest score will vary in conjunction with the percentage of DVBE participation.

Awards based on highest score – Incentive points will be applied (for evaluation purposes only) by the amount of DVBE percentage commitment. If the #1 ranked responsive,

responsible bid is a California certified small business, the only bidders eligible for the incentive will be California certified small businesses. The incentive adjustment for awards based on highest score cannot exceed 10 points.

The following points shall apply for awards based on highest score:

<b>Confirmed DVBE Participation of:</b>	<b>DVBE Incentive Points</b>
5% or Over	10 pts
4% to 4.99% inclusive	8 pts
3% to 3.99% inclusive	6 pts

## **RESOURCES AND INFORMATION TO LOCATE DVBE SUPPLIERS**

### **Awarding Department**

Contact the department at [acquisitions@cannabis.ca.gov](mailto:acquisitions@cannabis.ca.gov) for any DVBE suppliers who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify DVBE suppliers for the solicitation. You may also contact the department's SB/DVBE Advocate for assistance.

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

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

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

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

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

### **DGS PD E-Procurement**

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

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

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

**California Department of Veterans Affairs**

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

## **REQUIRED DOCUMENTS**

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

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

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

**CERTIFICATION**

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

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

## **CONTRACTOR CERTIFICATION CLAUSES**

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

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

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

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

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

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

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION**: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT**: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

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

6. **SWEATFREE CODE OF CONDUCT:**

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child 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](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

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

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

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that 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.

# CONTRACTOR STATUS FORM

Attachment C

Contractor's Name \_\_\_\_\_

County \_\_\_\_\_

Address \_\_\_\_\_

Phone No. \_\_\_\_\_

Federal Employer Identification No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Email \_\_\_\_\_

## STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS:

Individual       Limited Partnership       General Partnership       Corporation       Other

### INDIVIDUAL:

If a sole proprietorship, state the true name of sole proprietor: \_\_\_\_\_

### PARTNERSHIP:

If a partnership, list each partner, including limited partners, stating their true name and their interest in the partnership:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

### CORPORATION:

If a corporation, place and date of incorporation: \_\_\_\_\_

Date corporation was authorized by Secretary of State: \_\_\_\_\_

President: \_\_\_\_\_

Vice-President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Other Officers: \_\_\_\_\_

### OTHER: (Explain)

### SMALL BUSINESS PREFERENCE

Are you claiming preference as a small business?

YES – Attach copy of certification letter  
 NO

Date you filed for small business preference: \_\_\_\_\_

Your small business ID No. \_\_\_\_\_

**Federally Excluded Parties List (FEPL):** If the funding for this service contract has been identified in the description box of the solicitation as being part or fully funded by federal funds, you must provide your Data Universal Numbering System (DUNS) number. If your company is on the FEPL you may not be awarded the contract. If you do not have a DUNS number and would like to participate in this solicitation, please go to the following link for more information <https://www.grants.gov/applicants/organization-registration/step-1-obtain-duns-number.html> or call 866-705-5711.

DUNS Number: \_\_\_\_\_

**CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM  
REQUIREMENTS – NOT FOR GOODS AND INFORMATION TECHNOLOGY**  
(Revision Date 9/03/09)

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**Please read the requirements and instructions carefully before you begin.**

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

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

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

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

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

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

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

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

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

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

**Method A1. Certified DVBE bidder:**

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

**Method A2. Non-DVBE bidder:**

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

**THE FOLLOWING MAY BE USED TO LOCATE DVBE SUPPLIERS:**

**Awarding Department**

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

**Other State and Federal Agencies, and Local Organizations**

**STATE:** Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), online certified firm database at <https://caleprocure.ca.gov/pages/index.aspx> To begin your search, click on "SB/DVBE Search." Search by "Keywords" or "United Nations Standard Products and Services Codes (UNSPSC) that apply to the elements of work you want to subcontract to a DVBE. Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: <https://caleprocure.ca.gov/pages/index.aspx> . For questions regarding the online certified firm database and the CSCR, please call the OSDS at (916) 375-4940 or send an email to: [OSDCHelp@dgs.ca.gov](mailto:OSDCHelp@dgs.ca.gov).

**FEDERAL:** Search the U.S. Small Business Administration's (SBA) Central Contractor Registration (CCR) on-line database at [www.sba.gov/](http://www.sba.gov/) to identify potential DVBEs. Search options and information are provided on the CCR Dynamic Small Business Search site. First time users should click on the "help" button for detailed instructions. Remember to verify each firm's status as a California certified DVBE.

**LOCAL:** Contact local DVBE organization to identify DVBEs. For a list of local organizations, go to <https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-SBDVBE-Reciprocity-Partners> and select your region.

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

As applicable: (1) Awards based on low price - the net bid price of responsive bids will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive net bid price. If the #1 ranked responsive, responsible bid is a California certified small business, the only bidders eligible for the incentive will be California certified small businesses. The incentive adjustment for awards based on low price cannot exceed 5% or \$100,000, whichever is less, of the #1 ranked net bid price. When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed \$100,000.

Unless a table that replaces the one below has been expressly established elsewhere within the solicitation, the following percentages will apply for awards based on highest score.

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

Confirmed DVBE Participation of:	DVBE Incentive:	DVBE Incentive Points
5% or over	5%	10 pts
4% to 4.99% inclusive	4%	8 pts
3% to 3.99% inclusive	3%	6 pts

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

## RESOURCES AND INFORMATION

For questions regarding bid documentation requirements, **contact the contracting official at the awarding department for this solicitation**. For a directory of SB/DVBE Advocates for each department go to:  
<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Small-Business-Disabled-Veteran-Business-Enterprise-Advocate-Directory>

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

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### DGS-PD EProcurement

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

- SB/DVBE Search
- CSCR Ads
- Click on “Help” and “Access Training” for eProcurement Training Modules, to include *Searching for SB and DVBEs*

Phone: (916) 375-2000

Email: [eprocure@dgs.ca.gov](mailto:eprocure@dgs.ca.gov)

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### DGS-PD Office of Small Business and DVBE Services (OSDS)

707 Third Street, Room 1-400, West Sacramento, CA 95605

- Directory of California-Certified DVBE's
- Certification Applications
- Certification Information, Status and Concerns
- General DVBE Program Information
- DVBE Business Utilization Plan
- Small Business/DVBE Advocates

Website: <https://www.dgs.ca.gov/PD>

OSDS Receptionist, 8 am – 5pm: (916) 375-4940

PD Receptionist, 8 am – 5 pm: (916) 559-5529

Fax: (916) 375-4950

Email: [osdchelp@dgs.ca.gov](mailto:osdchelp@dgs.ca.gov)

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## **Commercially Useful Function Definition**

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

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

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

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

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

**DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS**

STD. 843 (Rev. 5/2006)

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

**Section 1**

Name of certified DVBE: \_\_\_\_\_ DVBE Ref. Number: \_\_\_\_\_

Description (materials/supplies/services/equipment proposed): \_\_\_\_\_ SCPRS Ref. Number: \_\_\_\_\_

Solicitation/Contract Number: \_\_\_\_\_ (FOR STATE USE ONLY)

**Section 2****APPLIES TO ALL DVBE's. Check only one box in Section 2 and provide original signatures.**

I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also complete Section 3 below if renting equipment.

Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). *(Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal)*.

All DV owners and managers of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Owner/Manager) \_\_\_\_\_ (Signature of DV Owner/Manager) \_\_\_\_\_ (Date Signed) \_\_\_\_\_

(Printed Name of DV Owner/Manager) \_\_\_\_\_ (Signature of DV Owner/Manager) \_\_\_\_\_ (Date Signed) \_\_\_\_\_

Firm/Principal for whom the DVBE is acting as a broker or agent: \_\_\_\_\_  
(If more than one firm, list on extra sheets) \_\_\_\_\_ (Print or Type Name) \_\_\_\_\_

Firm/Principal Phone: \_\_\_\_\_ Address: \_\_\_\_\_

**Section 3****APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.**

Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.

The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2, subsections (c) and (g)*. *Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker*.

Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

(Printed Name) \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date Signed) \_\_\_\_\_

(Address of Owner) \_\_\_\_\_ (Telephone) \_\_\_\_\_ (Tax Identification Number of Owner) \_\_\_\_\_

Disabled Veteran Manager(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

(Printed Name of DV Manager) \_\_\_\_\_ (Signature of DV Manager) \_\_\_\_\_ (Date Signed) \_\_\_\_\_

Solicitation Number \_\_\_\_\_

## BIDDER DECLARATION

### 1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

a. Identify current California certification(s) (MB, SB, NVSA, DVBE): \_\_\_\_\_ or None \_\_\_\_ (If "None", go to Item #2)

b. Will subcontractors be used for this contract? Yes \_\_\_\_ No \_\_\_\_ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

---

c. If you are a California certified DVBE: (1) Are you a broker or agent? Yes \_\_\_\_ No \_\_\_\_  
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes \_\_\_\_ No \_\_\_\_ N/A \_\_\_\_

### 2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good standing ?	51 % of rental?

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

**BIDDER DECLARATION Instructions**

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

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

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

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

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

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

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

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

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

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

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

**Column Labels**

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

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

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

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

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

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

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

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

Enter "N/A" if the:

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

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

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

**Read the certification at the bottom of the page and complete the "Page    of   " accordingly.**

**COMMERCIALLY USEFUL FUNCTION (CUF)  
Instructions**

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

A business performing a CUF is one that does all five (5) of the following functions:

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

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

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

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

# Commercially Useful Function (CUF) Statement

Solicitation/Contract Number: \_\_\_\_\_

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

## Prime Contractor Information

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

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

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

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

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

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

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

(Authorized Signature)

Date

(Printed Name and Title)

**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>	

STATE OF CALIFORNIA  
 Department of Resources Recycling and Recovery  
 (CalRecycle)  
 CalRecycle 74 (Revised 1/10 for State Agencies)

## Postconsumer-Content Certification

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

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

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

**Contractor/Company**

Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

Purchase Order # RFQ #	Item #	Product or Services Description	1Percent Postconsum- er Recycled- Content Material	2SABRC Product Catego- ry Code	Meets SABRC
RFQ #					
RFP #					
IFB #					
Cal Card Order #					

Public Contract Code sections 12205 (a) (1), (2), (3) and (b) (1), (2), and (3)

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

Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**(See footnotes on the back of this page.)**

**FOOTNOTES:**

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

Code	Product Categories	Product Examples <i>Examples are inclusive but are not limited to the individual product.</i>	Minimum Postconsumer Content Requirement
1	Paper Products	Paper janitorial supplies, cartons, wrapping, packaging, file folders, and hanging files, building insulation and panels, corrugated boxes, tissue, and toweling.	30 percent by fiber weight postconsumer fiber.
2	Printing and Writing Papers	Copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications.	30 percent by fiber weight postconsumer fiber.
3	Mulch, Compost, and Co-compost Products	Soil amendments, erosion controls, soil toppings, ground covers, weed suppressants, and organic materials used for water conservation; yard trimmings and wood byproducts that are separated from the municipal solid waste stream or other source of organic materials such as biosolids or other comparable substitutes such as livestock, horse, or other animal manure, food residues or fish processing byproducts; mechanical breakdown of materials.	80 percent recovered material that would otherwise be normally disposed of in a landfill.
4	Glass Products	Windows, test tubes, beakers, laboratory or hospital supplies, fiberglass (insulation), reflective beads, tiles, construction blocks, desktop accessories, flat glass sheets, loose-grain abrasives, deburring media, liquid filter media, and containers.	10 percent postconsumer, by weight.
5	Lubricating Oils	Intended for use in a crankcase, transmission, engine, power steering, gearbox, differential chainsaw, transformer dielectric, fluid, cutting, hydraulic, industrial, or automobile, bus, truck, vessel, plane, train, heavy equipment, or machinery powered by an internal combustion engine.	70 percent re-refined base oil.
6a	Plastic Products	Printer or duplication cartridges, diskette, carpet, office products, plastic lumber, buckets, wastebaskets, containers, benches, tables, fencing, clothing, mats, packaging, signs, posts, binders, sheet, buckets, building products, garden hose, and trays.	10 percent postconsumer, by weight.
6b	Printer or Duplication Cartridges		a. Have 10 percent postconsumer material, or b. Are purchased as remanufactured, or c. Are backed by a vendor-offered program that will take back the printer cartridge after their useful life and ensure that the cartridge is recycled and comply with the definition of recycled as set forth in section Public Contract Code 12156.
7	Paint	Water-based paint, graffiti abatement, interior and exterior, and maintenance.	50 percent postconsumer paint (exceptions when 50 percent postconsumer content is not available or is restricted by a local air quality management district, then 10 percent postconsumer content may be substituted).
8	Antifreeze	Recycled antifreeze, and antifreeze containing a bittering agent or made from polypropylene or other similar non-toxic substance.	70 percent postconsumer material.
9	Tires	Truck and bus tires, and those used on fleet vehicles and passenger cars.	Retreaded: Must use an existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400).
10	Tire-Derived Products	Flooring, mats, wheelchair ramps, playground cover, parking bumpers, bullet traps, hoses, bumpers, truck bedliners, pads, walkways, tree ties, road surfacing, wheel chocks, rollers, traffic control products, mudflaps, and posts.	50 percent recycled used tires.
11	Metal	Staplers, paper clips, steel furniture, desks, pedestals, scissors, jacks, rebar, pipe, plumbing fixtures, chairs, ladders, file cabinets, shelving, containers, lockers, sheet metal, girders, building and construction products, bridges, braces, nails, and screws.	10 percent postconsumer material, by weight.

For additional information, please visit <https://calrecycle.ca.gov/buyrecycled/stateagency/>

STATE OF CALIFORNIA

**CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT**

(Rev. 01/17)

DEPARTMENT OF GENERAL SERVICES

OFFICE OF LEGAL SERVICES DGS OLS 04

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

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

**CERTIFICATION**

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

Proposer/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	

Executed in the County of	Executed in the State of
Date Executed	

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 21.3 (Rev. 04/2020)

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

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

Exhibits	Title	Pages
+		
-		

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

**CONTRACTOR**

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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

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

**EXHIBIT A**  
**SCOPE OF WORK**

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

State Agency	Contractor:
Name:	Name:
Unit:	Unit:
Address:	Address:
Phone:	Phone:
E-Mail:	E-Mail:

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

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT**  
**PROVISIONS**

**1. Invoicing and Payment**

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

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

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

C. Any travel and subsistence payments authorized under this agreement shall be paid as needed to execute the work. The maximum travel rates allowable are those established by the California Department of Human Resources. <https://www.calhr.ca.gov>.

**2. Budget Contingency Clause**

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

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

**3. Prompt Payment Clause**

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

## **EXHIBIT D** **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**

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

### **3. Evaluation of Contractor- Consultant Contracts Only**

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

### **4. Agency Liability**

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

### **5. Potential Subcontractors**

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

### **6. Right to Terminate**

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

**EXHIBIT E**  
**ADDITIONAL PROVISION**

**CONTRACTOR AND SUBCONTRACTOR COMPLIANCE REQUIREMENTS**

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

**UNFAIR PRACTICES ACT**

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

**CONFLICT OF INTEREST**

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

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

**LICENSE AND PERMIT REQUIREMENTS**

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

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

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

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

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

## **DISPUTES**

Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time ten (10) business days by the Contractor and DCC Program Contract Manager normally responsible for the administration of this contract shall be brought to the attention of the Secretary of the DCC or the designated representative and the Contractor for joint resolution.

## **INSURANCE REQUIREMENTS**

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

## **GENERAL PROVISIONS APPLYING TO ALL POLICIES**

- a. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least thirty (30) days prior to the expiration of this insurance. Any new insurance must comply with the original contract terms.
- b. Policy Cancellation or Termination & Notice of Non-Renewal – Contractor is responsible to notify the State within five (5) business days of any cancellation, non-renewal or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of the Department of General Services and the Contractor agrees no work or services will be performed prior to obtaining such approval. In the event the Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event, subject to the provisions of this contract.
- c. Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- d. Primary clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.

- e. Insurance Carrier Required Rating – All insurance carriers must carry an AM Best rating of at least an A minus (A-) with a financial category rating of no lower than VII. If the contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- f. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- g. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligation under the contract.
- h. Available Coverages/Limits – All coverage and limits available to the contractor shall also be available and applicable to the State.
- i. Satisfying an SIR – All insurance required by this contract must allow the State to pay/and or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the Contractor's agent in satisfying any SIR is at the State's discretion.
- j. Use of Subcontractors – In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, the contractor shall include all subcontractors as insureds under Contractor's insurance or supply evidence of subcontractor's insurance to the State equal to policies, coverages and limits required of the Contractor.

### **Contractor Insurance Requirements**

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

- a. Commercial General Liability Insurance  
Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000.00 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's liability.

The policy must be endorsed to name **The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under this contract.**

b. Automobile Liability

Contractor shall maintain business automobile liability insurance for limits not less than \$1,000,000 combined single limit. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.

The policy must be endorsed to name **The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under this contract.**

c. Workers Compensation Insurance

Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of this contract. In addition, employer's liability limits of \$1,000,000.00 are required. By signing the contract, Contractor acknowledges compliance with these regulations.

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

d. Professional Liability Insurance

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

The policy must be endorsed to name **The State of California, its officers, agents, and employees as additional insureds, but only with respect to work performed under this contract.**

## **LIABILITY AND DAMAGES**

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

## **OWNERSHIP OF DOCUMENTS**

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

## **RIGHT TO BAR**

The DCC reserves the right to bar any Contractor's employee from the worksite.

## **MULTIPLE CONTRACTORS**

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

## **STAFF EXPENSES**

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

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

## **CONFIDENTIALITY AND PUBLIC RECORDS**

Contractor and the DCC understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act, commencing with [Government Code, Section 6250 et seq.](#)

The DCC agrees not to disclose such information or data furnished by contractor and to maintain such information or data as confidential when so designated by contractor in writing at the time it is furnished to the DCC, only to the extent that such information or data is exempt from disclosure under the California Public Records Act and the Public Contract Code.

## **PUBLICITY AND ACKNOWLEDGEMENT**

The Contractor agrees that it will acknowledge DCC's support whenever projects funded, in whole or in part, by this Agreement are publicized in any new media, brochures, or other type of promotional material.

## **QUALIFICATIONS**

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

## **SMALL BUSINESS PREFERENCE**

California [Government Code Sections 14835 et seq.](#) requires that a five percent preference be given to bidders who qualify as a small business. The rules and regulations of this law, including the definition of a small business, are contained in [Title 2, California Code of Regulations, Sections 1896 et seq.](#) Additional information is available from the DGS, Office of Small Business Certification and Resources (OSBCR) at (916) 323-5478 or <https://www.dgs.ca.gov/PD/Search-Results?search=small%20business%20preference&divisionid=7bce8ca3ed8a4aedbdeaf52f5e77df36&activeFilters=division-or-office-facets>.

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

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

## **SUBCONTRACTORS**

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

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

## **POTENTIAL SUBCONTRACTORS**

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

## **SUBSTITUTION OF SUBCONTRACTORS**

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

## **ANTITRUST CLAIMS**

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods,

materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tender's final payment to the bidder. ([See Government Code §4550 et seq.](#))

If the awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid.

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and  
(a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

### **FORCED, CONVICT, AND INDENTURED LABOR**

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

### **PRIORITY HIRING CONSIDERATIONS**

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

### **FORCE MAJEURE**

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

### **AMERICAN DISABILITIES ACT**

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

## **NATIONAL LABOR RELATIONS CERTIFICATION**

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

## **AB 1887 AND TRAVEL**

California Assembly Bill prohibits the use of state-funded or sponsored travel to any state that has enacted discriminatory laws or practices. The Attorney General maintains a current list of states that are subject to the travel prohibition on its website: <https://oag.ca.gov/ab1887>. Costs associated with travel to the states affected by this restriction are unallowable.

The National Labor Relations Board.