

CDT STP Invitation For Bid



Invitation For Bid (IFB)

IFB 3994-1

PART 1 – BIDDER INSTRUCTIONS

FOR

SMIP - Telecom Equipment Procurement

September 07, 2021

Issued by:

STATE OF CALIFORNIA

California Department of Conservation 801 K Street,
Sacramento, CA 95814

Part 1 of the solicitation template contains the bidder and bidding instructions, proposal form instructions, solution requirements and instructions, and all other instructional/compliance information that the bidder must meet in order to be considered responsive and responsible to the solicitation.

Part 2 of the solicitation template contains all forms a bidder must complete and return with its Final Proposal, including the SOW, administrative forms, qualification forms, requirement responses, and all exhibits/attachments discussed in Part 1.

Disclaimer: The original version and any subsequent solicitation addenda released by the Procurement Official of this solicitation remain the official version. In the event of any inconsistency between the bidder's versions, articles, attachments, specifications or provisions (which constitute the Contract), the official State version of the solicitation in its entirety shall take precedence.

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IFB

PART 1 – BIDDER INSTRUCTIONS

1. INTRODUCTION

This solicitation is being conducted under the authority of California Department of Technology (CDT) pursuant to Public Contract Code (PCC) §6611 et seq. The format that bid information is to be submitted and the material to be included therein follows. This solicitation also addresses the requirements that Bidders must meet to be eligible for consideration, as well as addressing Bidders' responsibilities before and after award.

1.1. PURPOSE OF THIS INVITATION FOR BID

The purpose of this Invitation For Bid (hereafter referred to as "solicitation") is to obtain proposals from qualified bidders to provide California Department of Conservation and the State of California (hereafter referred to as "State") with IT equipment (seismic recorders/accessories and cellular modems) (Hereafter referred to as "SMIP Telecom Equipment").

The Contract Award, if made, will be to the single bidder in accordance with the methodology defined in [SECTION 7. EVALUATION](#).

1.2. BACKGROUND

The California Strong Motion Instrumentation Program (CSMIP) (Section 2700 of the Public Resources Code) is required by the California legislation (Section 8587.8 of the Government Code) to instrument, maintain, monitor, and process strong motion data. This information is obtained from seismic stations installed below and above ground, as well as in structures. In addition, under contracts with the Governor's Office of Emergency Services (CalOES) and the Office of Statewide Health Planning and Development (OSHPD), CSMIP obtains information and maintains instruments within several ground response and hospital stations.

The recorded strong motion data is used by the State earthquake emergency responders, and in the long term to improve the structural seismic design regulations for making structures more resistant to earthquakes. The CSMIP products are critical for the State to reduce loss of life and mitigate seismic hazard impact on the public.

This purchase request includes parts for three projects:

1. Hospital Instrumentation
2. Earthquake Early Warning Project
3. CSMIP Instrumentation

1.3. TERM OF CONTRACT

Effective upon approval of CDT, Statewide Technology Procurement (STP), the term of the Contract is for a one time procurement of the approved goods as seen in [EXHIBIT A: DELIVERABLES TABLE](#).

1.4. CURRENT AND PROPOSED ENVIRONMENT

1.4.1. CURRENT ENVIRONMENT

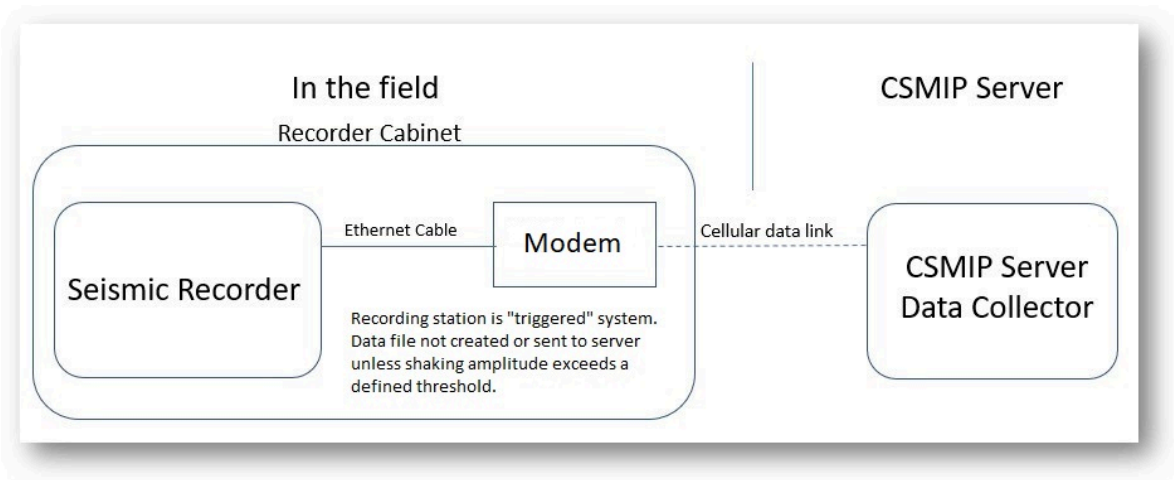
Throughout the state of California, there are various seismic recording stations setup. These stations record seismic activity and send seismic activity data to a server at the California Strong Motion Instrument Program (CSMIP) Data Center. The data allows CSMIP to create earthquake maps of California which allows State and Local government to advise first responders on earthquake response.

The current SMIP system is a "triggered" system. A triggered system has recorders that do not send data back to the server unless the shaking magnitude is high enough to pass a threshold that "triggers" the recorder. Once triggered, the recorder pulls the data from the buffer and creates a file. This file is then sent into the CSMIP server, which then processes the record of the earthquake.

The business need is to upgrade the existing network from a "triggered" system to a "real-time" system. A "real-time" system has recorders sending seismic data to the CSMIP server continuously. When an earthquake occurs, the real-time CSMIP Data Center already has the entire data so the segment of record that corresponds to an earthquake is available immediately. This real-time system will allow a faster response time to earthquakes and quickly generate and disseminate seismic products to CSMIP customers like CalOES, Caltrans, OSHPD, DWR, etc.

The conversion from a "triggered" to a "real-time" system will be accomplished by procuring equipment (recorders, accelerometers, modems and associated cabling) to upgrade an existing station to a real-time recording station or create a new one.

The diagram below shows the high level architecture of the current seismic recording infrastructure.

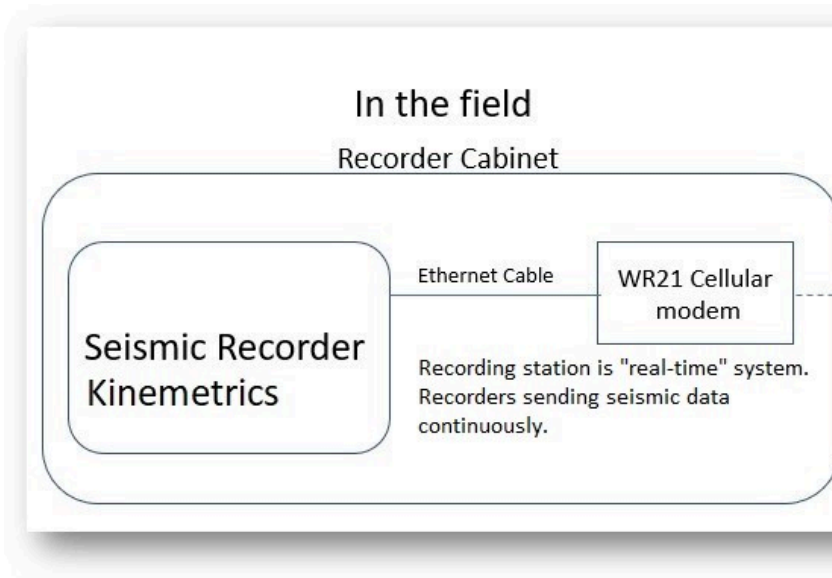


1.4.2. PROPOSED ENVIRONMENT

This section is intended to present an overview of the proposed system and as such will not specify any detailed technical requirements. The bidder requirements and solution requirements supporting this overview are to be included in [SECTION 4. PROPOSAL REQUIREMENTS](#).

In the event a discrepancy or ambiguity between the requirements described in this section, and the requirements set forth in [SECTION 4. PROPOSAL REQUIREMENTS](#) is detected after the opening of proposals, [SECTION 4. PROPOSAL REQUIREMENTS](#) and the bidder's response thereto shall have priority over this section.

The proposed system will be for the contractor to provide the equipment necessary to create a "real-time" recording system. The contractor only needs to ship the equipment to the address specified on the purchase order. No other services are required. Below is a high-level diagram of the proposed solution. The detailed equipment list is provided in [EXHIBIT A: DELIVERABLES TABLE](#).



1.5. AMERICANS WITH DISABILITIES ACT (ADA)

To comply with the nondiscrimination requirements of ADA, it is the policy of the State of California to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the procurement process or for persons having questions regarding reasonable accommodations of the procurement process, you may contact the Procurement Official identified in [SECTION 2.2.1. PROCUREMENT OFFICIAL](#). You may also contact the State of California at the numbers listed below.

Important: To ensure that we can meet your need, it is best that we receive your request for reasonable accommodations at least 10 working days before the scheduled event, e.g., meeting, conference, workshop, etc., or deadline due-date for procurement documents.

The California Relay Service Telephone Numbers are:

TTY/VCO/HCO to Voice	English	1-800-735-2929
	Spanish	1-800-855-3000
Voice to TTY/VCO/HCO	English	1-800-735-2922
	Spanish	1-800-855-3000
From or to Speech-to-Speech	English & Spanish	1-800-854-7784

2. BIDDING INSTRUCTIONS

2.1. BIDDER ADMONITION

Specific information regarding such steps is found in [SECTION 2.5. BIDDING STEPS](#) and [SECTION 7. EVALUATION](#), of the solicitation.

The bidder should refer to [SECTION 2.5. BIDDING STEPS](#) to understand the phases applicable to this solicitation. It is the bidder's responsibility to:

1. Carefully read the entire solicitation.
2. Ask appropriate questions in a timely manner, if clarification is necessary.
3. Submit proposal by the required dates and times.
4. Make sure that all procedures and requirements of the solicitation are accurately followed and appropriately addressed.
5. Carefully re-read the entire solicitation before submitting a Draft and/or Final Proposal.

2.2. COMMUNICATIONS AND CONTACTS

The State uses an online procurement system known as *Cal eProcure* to communicate with prospective bidders and suppliers. Information and ongoing communications for this solicitation will be posted by the State on the *Cal eProcure* website, www.caleprocure.com.

Only questions submitted in writing and answered in writing by the Procurement Official shall be binding and official. Written questions must be submitted by email to the Procurement Official identified in [SECTION 2.2.1. PROCUREMENT OFFICIAL](#) using [ATTACHMENT 12: TEMPLATE FOR QUESTION SUBMITTAL](#). All written questions submitted by the deadline specified in [SECTION 2.3. KEY ACTION DATES \(KAD\)](#) will be responded to at the same time with all questions and answers posted to *Cal eProcure* in the form of a question and answer set.

Oral communications by Agency/state entity officers and employees concerning this solicitation shall not be binding on the State and shall in no way excuse the bidder of any obligations set forth in this solicitation.

2.2.1. PROCUREMENT OFFICIAL

The Procurement Official is the State's designated authorized representative regarding this procurement.

Bidders are directed to communicate, submit questions, deliver proposals, and submit all other correspondence regarding this procurement to the Procurement Official.

Procurement Official

Nick Beard, Procurement Officer

Phone: +1 916-639-8412

Email: nick.beard@state.ca.gov

2.2.2. QUESTIONS REGARDING THE SOLICITATION DOCUMENT

Bidders requiring clarification of the intent, terms and conditions, content of this solicitation, or on procedural matters regarding the competitive bid process may request clarification by submitting questions using [ATTACHMENT 12: TEMPLATE FOR QUESTION SUBMITTAL](#) in an email (using the solicitation identification information from the solicitation title page) to the Procurement Official listed in [SECTION 2.2.1. PROCUREMENT OFFICIAL](#). To ensure a response, questions must be received in writing by the scheduled date(s) specified in KEY ACTION DATES. Question and answer sets will be provided to all bidders without identifying the submitters. At the sole discretion of the State, questions may be paraphrased by the State for clarity.

Only questions submitted in writing and answered in writing by the Procurement Official shall be binding and official. Written questions must be submitted by email to the Procurement Official identified in [SECTION 2.2.1. PROCUREMENT OFFICIAL](#), using [ATTACHMENT 12: TEMPLATE FOR QUESTION SUBMITTAL](#). All written questions submitted by the deadline specified in KEY ACTION DATES, will be responded to at the same time with all questions and answers posted to Cal eProcure in the form of a question and answer set.

If a bidder who desires clarification or further information on the content of the solicitation, but whose questions relate to the proprietary aspect of its proposal and disclosure exposes its proposal to other bidders, the question may be submitted using the same criteria above with the notation, “CONFIDENTIAL.” The bidder must explain why the question is sensitive in nature. If the State concurs that the disclosure of the question or answer would expose the proprietary nature of the proposal, the question will be answered and both the question and answer will be confidentially maintained. If the State does not concur with the proprietary aspect of the question, the question and answer will not be confidentially maintained and the bidder will be so notified.

2.2.3. INTENT TO BID

Bidders that want to participate in the solicitation should submit a completed [ATTACHMENT 3: INTENT TO BID](#) by the date specified in KEY ACTION DATES. This document shall be emailed to the Procurement Official identified in [SECTION 2.2.1. PROCUREMENT OFFICIAL](#). Only those Bidders acknowledging interest in this solicitation will receive invitations and correspondence applicable to the solicitation throughout this procurement. Correspondence to a Bidder regarding this solicitation will only be given to the Bidder's designated contact person.

It shall be the Bidder's responsibility to immediately notify the Procurement Official identified in [SECTION 2.2.1. PROCUREMENT OFFICIAL](#), in writing (via email), regarding any revision to the contact person information by the proposal submission date. The State shall not be responsible for proposal correspondence not received by the Bidder if the Bidder fails to notify the State, in writing, about any change pertaining to the designated contact person.

A Bidder must notify the Procurement Official whenever its intent to bid changes or whenever there is a change in the Bidder's designated contact information.

2.2.4. BIDDERS' LIBRARY

No Bidder's Library will be used for this procurement.

2.2.5. CLOUD COMPUTING SERVICES

No Cloud Computing services will be procured or leveraged within this procurement.

2.3. KEY ACTION DATES (KAD)

Table 2-2: Key Action Dates provides the key action dates and times by which actions must be taken or completed. If the State finds it necessary to change these dates or times, it will be accomplished via an addendum to this solicitation with the exception of dates listed after the bidder’s submission of Final Proposal. Dates listed after the bidder’s submission of Final Proposal are estimated and may be adjusted without addendum to this solicitation. All times listed are for California Pacific Time/Pacific Standard Time.

Table 2-2: Key Action Dates (KAD)

KEY ACTION DATES		
Item	Action	Date and Time ¹
1.	Release of Solicitation	09/07/ 2021
2.	Last day to submit ATTACHMENT 3: INTENT TO BID and ATTACHMENT 4: CONFIDENTIALITY STATEMENT (signed)	09/10/ 2021
3.	Last day to submit written questions using ATTACHMENT 12: TEMPLATE FOR QUESTION SUBMITTAL ²	09/15/ 2021

KEY ACTION DATES		
Item	Action	Date and Time¹
4.	Final date to submit Bidder's contact information	09/20/ 2021
5.	State's response to bidder's questions and release of potential addendum	09/22/ 2021
6.	Last day to submit Final Proposal ^{3,4}	10/04/ 2021
7.	Last day of the Evaluation Period ⁵	10/11/ 2021
8.	Contract Award	10/15/ 2021
9.	Contract Execution	10/18/ 2021

- ¹ Unless otherwise specified, all times are 5:00 PM Pacific Standard Time.
- ² Or five (5) business days following the last addendum that changes the requirements of the solicitation.
- ³ Actual dates to be determined when the number of bidders is known.
- ⁴ All dates after submission of Final proposal are approximate and may be adjusted as conditions indicate without addendum to this solicitation.
- ⁵ Based on the number of proposals received.

2.4. RULES GOVERNING COMPETITION

This solicitation, the evaluation of responses, and the award of any resultant Contract shall be made in conformance with the provisions set forth in Public Contract Code (PCC) 6611 as they relate to the procurement of IT goods and services by public bodies in the State of California.

2.4.1. IDENTIFICATION AND CLASSIFICATION OF SOLICITATION REQUIREMENTS

The State has established certain requirements with respect to proposals to be submitted by prospective Contractors. The use of “shall,” “must,” or “will” (except to indicate simple futurity) in the solicitation indicates a requirement or condition which is mandatory.

A deviation of any non-negotiable requirement identified in [SECTION 2.6. NEGOTIATIONS](#), will disqualify a vendor from participating in Negotiations and Contract Award.

The words “should” or “may” in the solicitation indicate desirable attributes or conditions, but are non-mandatory in nature.

2.4.2. SOLICITATION DOCUMENTS

This solicitation document includes, in addition to an explanation of the State's requirements which must be met, instructions which prescribe the format and content of proposals to be submitted and the model of the Contract to be executed between the State and the successful bidder.

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the bidder shall immediately notify the Procurement Official identified in [SECTION 2.2.1. PROCUREMENT OFFICIAL](#), of such error in writing and request clarification or modification of the document.

Modifications will be made by addenda issued pursuant to ADDENDA. Such modifications shall be given by written notice to all parties who have identified themselves as bidders to the Procurement Official without divulging the source of the request. Insofar as practicable, the State will give such notices to other interested parties, but the State shall not be responsible therefore.

If the solicitation document contains an error known to the bidder, or an error that reasonably should have been known, the bidder shall bid at its own risk. If the bidder fails to notify the State of the error prior to the date fixed for submission of proposals, and is awarded the Contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction.

2.4.3. EXAMINATION OF THE WORK

The bidder should carefully examine the entire solicitation document and any addenda thereto, and all related materials and data referenced in the solicitation document or otherwise available to the bidder, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work. Specific conditions to be examined may be listed in [SECTION 3. ADMINISTRATIVE REQUIREMENTS](#) and/or [SECTION 4. PROPOSAL REQUIREMENTS](#).

2.4.4. EXCLUSION FOR CONFLICT OF INTEREST

No consultant shall be paid out of State funds for developing recommendations on the acquisition of information technology (IT) products or services or assisting in the preparation of the project approval lifecycle documents (stages 2, 3, or 4) or feasibility study, while in effect, if that consultant is to be a source of such acquisition or could otherwise directly and/or materially benefit from State adoption of such recommendations or the course of action recommended in the project approval lifecycle documents (stages 2, 3, or 4) or feasibility study. Further, no consultant shall be paid out of State funds for developing recommendations on the disposal of State surplus IT products if that consultant would directly and/or materially benefit from State adoption of such recommendations.

A consultant shall not be eligible to serve as the Prime Contractor or subcontractor pursuant to this solicitation if the Contractor/subcontractor is currently working on the solicitation in an Independent Verification and Validation (IV & V) role.

2.4.5. CONFIDENTIALITY

Bidder material becomes public only after the notice of Intent to Award is released. If material marked “confidential,” “proprietary,” or “trade secret” is requested pursuant to the Public Records Act, the State will make an independent assessment whether it is exempt from disclosure. If the State disagrees with the bidder, the State will notify the bidder and give them a reasonable opportunity to justify their position or obtain a court order protecting the material from disclosure.

The bidder should be aware that marking a document “confidential” or “proprietary” in a Final Proposal may exclude it from consideration for award and will not keep that document from being released after notice of award as part of the public record, unless a court has ordered the State not to release the document. The content of all working papers and discussions relating to the bidder’s proposal shall be held in confidence indefinitely, unless the public interest is best served by an item’s disclosure because of its direct pertinence to a decision, agreement or the evaluation of the proposal.

Any disclosure of confidential information by the bidder is a basis for rejecting the bidder's proposal and ruling the bidder ineligible to further participate. Any disclosure of confidential information by a State employee is a basis for disciplinary action, including dismissal from State employment, as provided by Government Code §19570 et seq. Total confidentiality is paramount; it cannot be over emphasized.

2.4.6. ADDENDA

The State may modify the solicitation at any time prior to submission of Final Proposal by issuing an addendum. Addenda will be numbered consecutively.

2.4.7. BIDDER'S COST

Costs for developing proposals are the responsibility entirely of the bidder and shall not be chargeable to the State.

2.4.8. DISCOUNTS

In connection with any discount offered, except when a provision is made for a testing period preceding acceptance by the State, time will be computed from the date of delivery of the supplies or equipment as specified, or from date correct invoices are received in the office specified by the State if the latter date is later than the date of delivery. When a provision is made for a testing period preceding acceptance by the State, the date of delivery shall mean the date the supplies or equipment are accepted by the State during the specified testing period. Payment is deemed made, for the purpose of earning the discount, on the date of mailing the State warrant or check.

Cash discounts offered by bidders for the prompt payment of invoices will not be considered in evaluating offers for award purposes; however, all offered discounts will be taken if the payment is made within the discount period, even though not considered in the evaluation of offers.

2.4.9. SIGNATURE OF PROPOSAL

A cover letter shall be considered an integral part of the Final Proposal and any proposal form requiring signature, must be signed by an individual who is authorized to bind the bidding firm contractually. The signature block must indicate the title or position that the individual holds in the firm. An unsigned Final Proposal may be rejected.

The draft proposal, if applicable, must also contain the cover letter, including the title of the person who will sign, but need not contain the signature.

2.4.10. IRREVOCABLE OFFER

A bidder's Final Proposal is an irrevocable offer for 180 days following the scheduled date for submission of Final Proposal specified in KEY ACTION DATES. A bidder may extend the offer in the event of a delay of Contract award.

2.4.11. FALSE OR MISLEADING STATEMENTS

Proposals which contain false or misleading statements, or which provide references that do not support an attribute or condition claimed by the bidder, may be rejected. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this solicitation document, it will be the basis for rejection of the bidder's proposal.

2.4.12. BONDS

The State reserves the right to require a performance bond or other security document as specified in the solicitation from the bidder in an amount not to exceed the amount of the Contract. In the event the State requires a surety bond that has not been expressly required by the solicitation, the State will reimburse the bidder as an addition to the purchase price in an amount not exceeding the standard premium on such bond.

2.5. BIDDING STEPS

This solicitation consists of a final phase as further described in this section. The procurement process requires a final phase consisting of submitting a Final Proposal (Mandatory).

Refer to KEY ACTION DATES to determine due dates and times for the mandatory steps of this solicitation.

2.5.1. FINAL PHASE

The purpose of the final phase is to obtain proposals that are responsive in every respect. The Final Proposal is a mandatory step for all bidders; all other steps are optional unless otherwise stated in KEY ACTION DATES.

The Final Proposal must be complete, and include all cost information, required signatures, contract changes issued by the State via an addendum and corrections made to those defects noted by the State in its review of the draft proposal, if any. Cost as identified in [SECTION 6. PROPOSAL/BID FORMAT AND SUBMISSION REQUIREMENTS](#) must be submitted under a separate, sealed cover.

2.5.2. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

A bidder may withdraw its conceptual proposal, detailed technical proposal or draft proposal at any time by written notification. A bidder may withdraw its Final Proposal at any time prior to the Final Proposal submission date and time specified in KEY ACTION DATES, by submitting a written notification of withdrawal signed by an authorized representative of the bidder in accordance with [SECTION 2.4.9. SIGNATURE OF PROPOSAL](#). The bidder may thereafter submit a new or modified proposal prior to the respective proposal submission date and time specified in KEY ACTION DATES. Modification offered in any other manner, oral or written, will not be considered. Other than as allowed by law, Final Proposals cannot be changed or withdrawn after the deadline date and time designated for receipt, except as provided in the solicitation.

2.5.3. DISPOSITION OF PROPOSALS

All materials submitted in response to this solicitation will become the property of the State of California and will be returned only at the State's option and at the bidder's expense. At a minimum, the master copy of the Final Proposal shall be retained for official files and will become a public record after the Notification of Intent to Award is posted. However, materials the State considers as confidential information (such as confidential financial information submitted to show bidder responsibility) will be returned upon request of the bidder.

2.6. NEGOTIATIONS

The State will conduct negotiations under PCC §6611. The purpose of the negotiation process is to maximize the State's ability to obtain a value-effective solution.

The State's non-negotiable items are listed below:

1. The Bidder must have submitted an eVAQ application by the Final Bid submission due date of this IFB, specified in [SECTION 2.3. KEY ACTION DATES \(KAD\)](#)

Negotiated items will be determined by the State after final proposals are evaluated. If a bidder's Final Proposal deviates from any of the non-negotiable items above, the proposal will be rejected and not considered for negotiation or Contract Award. Any deviation of any requirement other than the non-negotiable items above, must be resolved to the State's satisfaction during negotiations and corrected in the bidder's BAFO, if requested.

3. ADMINISTRATIVE REQUIREMENTS

ADMINISTRATIVE REQUIREMENTS contains the mandatory administrative requirements that must be met in order to be considered responsive to this solicitation. Most of the administrative bidding requirements for this solicitation are being processed through the electronic Vendor Application of Qualifications (eVAQ). Please refer to [SECTION 3.1. PRE-QUALIFIED VENDOR APPLICATION OF QUALIFICATIONS](#) for more information.

3.1. PRE-QUALIFIED VENDOR APPLICATION OF QUALIFICATIONS

The State's eVAQ is an **external process to this solicitation**. Vendors will be required to have an approved application on file and be deemed a Pre-qualified Vendor prior to the Key Action Date for the Last day to submit Final Proposal (refer to [SECTION 2.3. KEY ACTION DATES \(KAD\)](#)). All questions related to the eVAQ should be addressed to the Procurement Official. The intent of the pre-qualification is to process as much of the administrative requirements required to do business in the State of California in advance to streamline the solicitation process. The application can be accessed at STP VENDOR MAIN - Vendor Portal (eVAQ public facing site).

<https://cadtprod.service-now.com/vendor>

If your firm is new to the eVAQ process, account registration is necessary and is free of charge.

3.2. ABILITY TO PERFORM

Prior to award of the Contract, the State must be assured that the bidder selected has all of the resources to successfully perform under the Contract. This includes, but is not limited to, personnel in the numbers and with the skills required; equipment of appropriate type and in sufficient quantity; financial resources sufficient to complete performance under the Contract; and experience in similar endeavors. If, during the evaluation process, the State is unable to assure itself of the bidder's ability to perform under the Contract if awarded, the State has the option of requesting from the bidder any information that the State deems necessary to determine the bidder's responsibility. If such information is required, the bidder will be so notified and will be permitted five (5) state business days to submit the information requested in writing. Examples of the type of financial responsibility information requested may include annual reports and current audited balance sheets for the bidder's firm.

3.3. PRIMARY BIDDER

An award, if made, will be to a primary bidder. The awarded primary bidder will be responsible for successful performance of all subcontractors and support services offered in response to this solicitation. All State policies, guidelines, and requirements that apply to the primary bidder also apply to subcontractors, as applicable to the products and services they provide and to their role as a subcontractor. Furthermore, the State will consider the primary bidder to be the sole point of contact regarding contractual matters for the term of the resulting Contract. The bidder shall not assign financial documents to a third-party without prior written approval by the State, and an amendment to the resulting Contract.

3.4. SUBCONTRACTORS

It is the bidder's responsibility to ensure any subcontractor that the bidder chooses to use in fulfilling the requirements of this solicitation, and which is expected to receive more than ten percent (10%) of the value of the Contract, also meets all administrative and bid requirements of the solicitation, as applicable to the services provided by the subcontractor.

Nothing contained in the resulting Contract shall create any relationship between the State and any subcontractors, and no subcontract shall relieve the bidder of its responsibilities and obligations. The bidder is fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them.

The Contractor shall not change subcontractor(s) and/or DVBE subcontractor(s) if such changes conflict with the work to be performed under this Contract. For DVBE subcontractor changes, the Contractor shall utilize another DVBE subcontractor. The State recognizes that changes to subcontractor(s) may be necessary and in the best interests of the State, however, advance notification of a contemplated change and the reasons for such change must be made to the State no less than seven (7) business days prior to the existing subcontractor's termination. If this should occur, the Contractor should be aware that the State Contract administrator or designee must approve any changes to the subcontractor(s) prior to the termination of the existing subcontractor(s). This also includes any changes made between submittal of the Final Proposal and actual start of the Contract.

The State will not compensate the Contractor for any of the Contractor's time or effort to educate or otherwise make the new subcontractor(s) ready to begin work on the contract.

The bidder's obligation to pay its subcontractors is an independent obligation from the State's obligation to pay or to enforce the payment of any money to any subcontractor. Contractor is solely responsible for any payments to or claims made by subcontractors.

3.4.1. BIDDER DECLARATION FORM (M)

The bidder must complete and submit [ATTACHMENT 6: BIDDER DECLARATION GSPD 05-105](#) , with its Final Proposal. When completing the declaration, the bidder must identify all subcontractors proposed for participation in the Contract. The bidder awarded the Contract is contractually obligated to use the subcontractors for the corresponding work identified, unless the Agency/state entity agrees to a substitution and it is incorporated, in writing. If the bidder is not using subcontractors, the bidder must still complete [ATTACHMENT 6: BIDDER DECLARATION GSPD 05-105](#) answering the applicable questions on the form, and submit it with its Final Proposal. The form is available at:

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

3.5. AMENDMENT

Any Contract executed as a result of this solicitation may be amended consistent with the terms and conditions of the Contract and by mutual consent of both parties, subject to approval by the Statewide Technology Procurement.

3.6. FINANCIAL RESPONSIBILITY INFORMATION

3.6.1. FINANCIAL STABILITY

In order to minimize the potential risk of default due to financial issues, the State reserves the right to request additional documentation throughout the life of the awarded Contract.

The State must be assured that the bidder continues to have the financial resources to sustain its operations during system development and implementation phases including the time required for the State to pay the Contractor after system acceptance.

3.6.2. RESPONSIBILITY CERTIFICATION (M)

The bidder must certify in writing, to the best of its knowledge and belief that the bidder, the bidder's subcontractor(s) or any personnel related to the Contract to be awarded are not presently debarred, suspended, proposed for debarment or declared ineligible for the award of Contracts by any state or federal agency.

The bidder must certify it complies with this requirement as part of its Final Response, and if the bidder is selected, again, each time their awarded contract is renewed.

3.7. INCORPORATION OF EVAQ REQUIREMENTS

Bidders are advised that the Contract awarded as a result of this solicitation shall automatically incorporate by reference all Requirements as well as Terms and Conditions of the eVAQ. The Bidder's eVAQ, in its entirety, shall be incorporated into any Contract awarded as a result of this solicitation, and shall remain in effect after eVAQ expiration, and throughout the life of the Contract awarded as a result of this solicitation, including all optional years.

Verification of a successful eVAQ certification shall be submitted to the Procurement Official stated in [SECTION 2.2.1. PROCUREMENT OFFICIAL](#)

3.8. GENERAL PROVISIONS

The bidder is advised that deviations from the State approved Terms and Conditions may be the basis for rejection of the bidder's proposal.

3.8.1. GENERAL PROVISIONS - TELECOMMUNICATIONS (Rev. 09/19/2019)

The Contract awarded as a result of this solicitation shall automatically incorporate by reference the General Provisions – Telecommunications (rev. 09/19/2019), which can be found in [EXHIBIT C: General Provisions eVAQ 19-001 \(rev.9-19-2019\)](#).

3.9. ADMINISTRATIVE REQUIREMENTS DOCUMENT (M)

The bidder must indicate its willingness and ability to satisfy these requirements by marking “Yes” on the “Bidder Agrees Yes/No” column on [ATTACHMENT 5: RESPONSE TO ADMINISTRATIVE REQUIREMENTS](#). Answering “No” to any of the mandatory administrative requirements or not submitting the required documents with its Final Proposal may result in the proposal being deemed non-responsive.

3.10. COVER LETTER (M)

The bidder must submit a cover letter containing the following:

- On company letterhead.

The body of the cover letter must include the following:

Bidder’s Company Legal Name:

Bidder’s Company Address:

Indicate Yes or No for Agreement with each of the following items:

The proposal response is the bidder’s binding offer, good for 180 calendar days from scheduled contract award date, as noted in section 2.3, KEY ACTION DATES.

The bidder agrees to the terms and conditions, all bid and administrative requirements of this solicitation and accepting responsibility as the prime contractor if awarded the contract resulting from this solicitation.

The bidder agrees that the bidder has available staff with the appropriate skills to complete the contract for all services as described in this solicitation and SOW.

This form is signed by an individual who is authorized to bind the bidding firm contractually. The individual’s name must also be typed, and include the title or position that the individual holds in the firm. An unsigned proposal may be rejected.

Provide email and phone number of the person signing the letter:

Apply signature of authorized individual of the Bidder:

Name:

Title:

Date signed:

3.11. STATEMENT OF WORK (M)

[ATTACHMENT 1: APPENDIX A - STATEMENT OF WORK](#) identifies and describes the tasks and responsibilities of the Contractor and the responsibilities of the State during the term of the Contract. The bidder must submit [ATTACHMENT 1: APPENDIX A - STATEMENT OF WORK](#) with its Final Proposal.

The bidder is advised that deviations to the SOW may be the basis for rejection of the bidder's Final Proposal. Refer to Part 2, Bidder Response [ATTACHMENT 1: APPENDIX A - STATEMENT OF WORK](#).

3.12. CONFIDENTIALITY STATEMENT (M)

The bidder must agree to the State's confidentiality requirements by submitting a signed [ATTACHMENT 4: CONFIDENTIALITY STATEMENT](#), for the bidder's company. The completed confidentiality statement must be submitted with [ATTACHMENT 3: INTENT TO BID](#), as indicated in KEY ACTION DATES.

The bidder engaging in services pertaining to this solicitation, requiring contact with confidential State information or State customer information will be required to exercise security precautions for all such data that is made available and must accept full legal responsibility for the protection of this confidential information. This includes all statistical, personal, technical, and/or other confidential personal data and information relating to the State's operations that are designated confidential by the State.

The bidder will also be required, upon Contract award, to submit a signed confidentiality statement from all personnel, agents, and subcontractors assigned to the awarded Contract.

3.13. SOCIOECONOMIC PROGRAMS

3.13.1. BIDDER'S PREFERENCE AND INCENTIVE DECLARATION

The Bidder must complete and submit [ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES](#), with its proposal. The Bidder must indicate on [ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES](#) whether it is or is not claiming each preference and/or incentive. Refer to [SECTION 7. EVALUATION](#) for details on the amount and application of preference and incentive points during proposal evaluation.

3.13.2. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM

The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts are 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.

Information regarding the DVBE Program Requirements may be viewed at:

<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>

The Bidder who has been certified by California as a DVBE (or who has obtained the participation of subcontractors certified by California as a DVBE) must submit a completed form(s) STD.843 Disabled Veteran Business Declarations for each DVBE. All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign a form for each DVBE and submit as [ATTACHMENT 7: DVBE DECLARATIONS](#). The form is available at:

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

The Office of Small Business and DVBE Services offer program information and may be reached at:

Office of Small Business and DVBE Services
707 Third Street, 1st Floor, Room 400
West Sacramento, CA 95606
Receptionist: (916) 375-4940 Fax (916) 375-4650

3.13.2.1. DVBE PARTICIPATION REQUIREMENT

For the purposes of this solicitation, the DVBE Participation Requirement has been waived.

3.13.2.2. DVBE INCENTIVE (O)

In accordance with Military and Veterans Code §999.5(a), an incentive will be given to all Bidders who exceed three percent (3%) DVBE participation. For Contract award evaluation purposes only, the State shall apply the incentive amount based on the amount of DVBE participation obtained. The incentive is only given to those Bidders who are responsive to the DVBE program requirement and propose DVBE participation in the resulting Contract that exceeds three percent (3%). If the Bidder is claiming a DVBE incentive, the Bidder must complete the Bidder Declaration GSPD-05-105 form as [ATTACHMENT 6: BIDDER DECLARATION GSPD 05-105](#) for each DVBE as [ATTACHMENT 7: DVBE DECLARATIONS](#), and [ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES](#) and submit with its Final Proposal. If the Bidder is not using subcontractors, the Bidder is still required to complete [ATTACHMENT 6: BIDDER DECLARATION GSPD 05-105](#), answering the applicable questions on the form and submit with Final Proposal. See [SECTION 7. EVALUATION](#) for details on the amount and application of the incentive during proposal evaluation.

The GSPD-05-105 form and its completion instructions are available at:

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

3.13.3. SMALL BUSINESS PREFERENCE (O)

§14835 et seq. of the California Government Code requires that a five percent (5%) 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, or qualifying non-small business, are contained in Title 2, California Code of Regulations, §1896 et seq. The definition of nonprofit veteran service agencies qualifying as a small business is contained in §999.50 et seq. of the Military and Veterans Code. The Bidder must complete and submit [ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES](#), and the Bidder Declaration GSPD-05-105 form and submit as [ATTACHMENT 6: BIDDER DECLARATION GSPD 05-105](#), with Final Proposal. If the Bidder is not using subcontractors, the Bidder must complete the Bidder Declaration GSPD-05-105 form answering the applicable questions on the form and submit it as [ATTACHMENT 6: BIDDER DECLARATION GSPD 05-105](#), with Final Proposal. More information regarding the Small Business Preference may be found at:

<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>

3.13.4. NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE (O)

A five percent (5%) proposal preference is available to Bidders who qualify as a non-small business claiming at least 25 percent (25%) California-certified small business subcontractor participation. If claiming the non-small business subcontractor preference, the Bidder's response must include a list of the small businesses with which the firm commits to subcontract in an amount of at least 25 percent (25%) of the net proposal price with one (1) or more California-certified small businesses. Each listed certified small business must perform a "commercially useful function" in the performance of the Contract as defined in Government Code §14838(b)(1)(2).

Bidders claiming the five percent (5%) preference must commit to subcontract at least 25 percent (25%) of the net proposal price with one (1) or more California-certified small businesses. Completed certification applications and required support documents must be submitted to the Office of Small Business and DVBE Services (OSDS) no later than 5 p.m. of the proposal due date, and the OSDS must be able to approve the application as submitted. Questions regarding certification should be directed to the OSDS at (916) 375-4940.

The preference to a non-small business firm that commits to small business or microbusiness subcontractor participation of 25 percent (25%) of its net proposal price shall be given five percent (5%) of the highest responsive, responsible firm's total score. A non-small business that qualifies for this preference, may not take an award away from a certified small business.

If claiming a small business preference or using small business subcontractors, the Bidder must complete the Bidder Declaration GSPD-05-105 form and submit as [ATTACHMENT 6: BIDDER DECLARATION GSPD 05-105](#), and [ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES](#) and submit with Final Proposal. If the Bidder is not using subcontractors, the Bidder must complete the Bidder Declaration GSPD-05-105 answering the applicable questions on the form and submit as [ATTACHMENT 6: BIDDER DECLARATION GSPD 05-105](#) with Final Proposal.

3.13.5. COMMERCIALY USEFUL FUNCTION (M)

All certified small business, micro business, and/or DVBE Contractors, subcontractors or suppliers must meet the commercially useful function requirements under Government Code Section 14837 (for SB), Military and Veterans Code Section 999 (for DVBE), and Title II California Code of Regulations, Section 1896.4 and 1896.62.

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 the transaction, the awarded Contract, or project through which funds are passed to obtain the appearance of small business or micro business participation.

The Bidder must complete [ATTACHMENT 9: COMMERCIALY USEFUL FUNCTION \(CUF\) CERTIFICATION](#) for each Small Business and/or DVBE (prime and/or subcontractor(s)). All Bidders and subcontractors identified in the proposal response to fulfill the requirements for one (1) or more of the socio-economic programs (DVBE and small business) must perform a commercially useful function (CUF) in the resulting Contract. CUF is defined pursuant to Military and Veterans Code §999(b)(5)(B) and Government Code §14837(d)(4)(A) for the DVBE and small business programs, respectively.

Bidders claiming one (1) or more of the socio-economic programs must complete the Bidder Declaration GSPD-05-105 form and submit as [ATTACHMENT 6: BIDDER DECLARATION GSPD 05-105](#), with its Final Proposal. If the Bidder is not using subcontractors, the Bidder must complete the Bidder Declaration GSPD-05-105 form answering the applicable questions on the form, and submit it as [ATTACHMENT 6: BIDDER DECLARATION GSPD 05-105](#) and submit with Final Proposal. The Bidder Declaration GSPD-05-105 is available at:

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

Bidder(s) may be required to submit additional written clarifying information regarding CUF on [ATTACHMENT 9: COMMERCIALY USEFUL FUNCTION \(CUF\) CERTIFICATION](#). Failure to submit the requested written information as specified may be the basis for rejection of the bidder's Final Proposal.

3.13.6. TARGET AREA CONTRACT PREFERENCE ACT (TACPA) (O)

Target Area Contract Preference Act (TACPA) will be granted to California-based firms in accordance with Government Code §4530 whenever contracts for goods or services are in excess of \$100,000 and the Bidder meets certain requirements as defined in the California Administrative Code (Title 2, §1896.30 et seq.) regarding labor needed to produce the goods or provide the services being procured. The TACPA is optional on the part of the Bidder (not mandatory), is for proposal evaluation purposes only, and does not alter the amount of the awarded Contract.

Bidders wishing to take advantage of this preference will need to review the website below and submit the appropriate response forms as [ATTACHMENT 10: TACPA PREFERENCE REQUEST FORMS](#) with its Final Proposal.

The required applications/forms are as follows:

- TACPA (Std. 830)
- Bidder's Summary of Contract Activities and Labor Hours (DGS/PD 525)
- Manufacturer Summary of Contract Activities and Labor Hours (DGS/PD 526).

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-a-Target-Area-Contract-Preference>

3.14. PRODUCTIVE USE REQUIREMENTS

The productive use requirements protect the State from being an experimentalist for new equipment and software having no record of proven consistent performance. The State will only accept proven technology products.

The proposed solution must include only equipment and off-the-shelf software that is currently supported by its manufacturer for at least the time specified in Table 3.14.1-2, Productive Use Timeframes. No equipment and/or software may be proposed, specified, or employed if the manufacturer has announced an end to support. The productive use requirements defined in this section do not apply to any portion of the custom software developed for the State or to modifications to custom software that was developed for the State under this Contract prior to proposed submittal and throughout Contract duration.

3.14.1. CUSTOMER IN-USE

The State requires each equipment and software component proposed as part of an automated system adhere to the following:

1. Must have been installed and in productive use, in substantially the conformation bid;
2. For a paying customer external to the Bidder's organization; and

3. For at least the number of months shown in Table 3.14.1-2 below and prior to the Final Proposal submission as found in the [SECTION 2.3. KEY ACTION DATES \(KAD\)](#)

Table 3.14.1-2: Productive Use Timeframes

Product	Project Cost	Final Proposal Submission
<p>Category 1 - Critical Software</p> <p>Software that is required to control the overall operation of a computer system or peripheral equipment. Included in this category are operating systems, database management systems, language interpreters, assemblers and compilers, communications software, and other essential system software.</p>	Less than \$10,000	1 month
	\$10,000 up to \$100,000	3 months
	More than \$100,000	6 months
<p>Category 2 - All Information Technology Equipment and Non-critical Software.</p> <p>Information technology equipment is defined in SAM §4819.2.</p>	Less than \$10,000	1 month
	\$10,000 up to \$100,000	3 months
	More than \$100,000	4 months

Design changes in required system control modules or in components critical to the processing requirements of the State's workload are also subject to the In-Use Requirement. Increases or decreases in numbers of components or minor alteration in equipment or minor modifications or updates to software to provide improvements or features, to correct errors, or to accommodate hardware changes may be exempt from the In-use requirement by CDT STP, if no changes in logic, architecture or design are involved.

3.14.2. HARDWARE/EQUIPMENT

All equipment offered must be new and the latest model in current production. Used, shopworn, refurbished, demonstrator, prototype, or discontinued models are not acceptable.

4. PROPOSAL REQUIREMENTS

The bid requirements for this IFB are identified in [SECTION 3. ADMINISTRATIVE REQUIREMENTS](#) and [SECTION 5. COST](#). In addition to meeting these requirements, the Bidder must adhere to the [ATTACHMENT 1: APPENDIX A - STATEMENT OF WORK](#) as provided in this solicitation, Part 2 – Bidder Response.

Unless designated otherwise, all of the requirements in this solicitation are mandatory. The documents that must be submitted with the Bidder's Final Bid are noted as Mandatory "(M)". To be considered responsive and responsible to these requirements, all requirements identified as (M) must be responded to. Failure to respond to any (M) requirements where indicated may result in a "fail". A "fail" will be considered a deviation in accordance with [SECTION 2.4.1. IDENTIFICATION AND CLASSIFICATION OF SOLICITATION REQUIREMENTS](#).

The state has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. The state will not tailor these needs to fit some solution a Bidder may have available; rather, the Bidder shall propose to meet the State's needs as defined in this solicitation.

5. COST

Cost is a primary evaluation criterion and will be evaluated based on the methodology described in this section and in [SECTION 7. EVALUATION](#).

The pricing format is structured to facilitate a straightforward comparison among all Bidders and foster competition to obtain the best market pricing. Consequently, the Bidder must complete and format its Cost Bid as described in this section. Failure to comply with the instructions in this section, such as submission of an incomplete Final Bid, use of alternative pricing structures or different formats than the one required, may result in the rejection of the Bidder's Final Bid.

Important Note: It is imperative that no cost information is included in the body of the Final Bid. Cost information must only be submitted in the Bidder's Final Bid, Volume 3, Cost in accordance with [SECTION 6. PROPOSAL/BID FORMAT AND SUBMISSION REQUIREMENTS](#). Inclusion of cost figures in any Final Bid content other than Volume 3, Cost may result in the rejection of the Bidder's Final Bid.

5.1. COST WORKBOOK (M)

Bidders must use the state's [EXHIBIT B: COST WORKSHEETS](#) and provide a unit price for each item. Equipment included in the Cost Worksheets are those that the Bidder must provide for the term of the Contract as identified in [SECTION 1.3. TERM OF CONTRACT](#). The State makes no guaranteed minimum or maximum dollar value for this contract. The Categories within the Cost Worksheet are as follows:

This purchase request includes telecom equipment for three projects:

1. Hospital Instrumentation
2. Earthquake Early Warning Project
3. CSMIP Instrumentation

5.2. COST WORKBOOK INSTRUCTIONS

The Bidder must include the completed [EXHIBIT B: COST WORKSHEETS](#), for applicable Telecom Equipment, in accordance with [SECTION 6. PROPOSAL/BID FORMAT AND SUBMISSION REQUIREMENTS](#).

The successful Bidder(s) shall furnish and deliver Telecom Equipment as per the specifications and in accordance with the requirements included in this IFB, [ATTACHMENT 1: APPENDIX A - STATEMENT OF WORK](#) and [EXHIBIT B: COST WORKSHEETS](#) .

The brand name or equivalent specifications used in this solicitation are intended to describe the standards of quality, performance, and characteristics desired, and are not intended to limit or restrict competition.

Specific Instructions are as follows:

1. Bidder must submit a completed [EXHIBIT B: COST WORKSHEETS](#) and Cover Page.
2. Bidder submitting a Final Bid for Telecom equipment must provide a unit price for each item and Identify that price within the yellow highlighted fields of [EXHIBIT B: COST WORKSHEETS](#).
3. Bidder shall enter Not Applicable “N/A” in the “Unit Price” cell for the Line Item(s) not being bid.
4. Bidder shall only enter data into yellow highlighted cells. No other cells shall be modified. If the Worksheet is modified or cells are left blank, the state may reject the Bidder’s Final Bid. The Worksheets must be filled out completely or the state may reject the Bidder’s Final Bid.
5. Pricing in this [EXHIBIT B: COST WORKSHEETS](#) are maximum prices allowed. Price quotes given by the Contractor to Ordering Agencies after contract award may not exceed each line item price, but may be lower.

5.3. SALES TAX

Sales tax is not to be included in the cost worksheets. If awarded the Contract, sales tax, if applicable, should be added at time of invoicing. The sales tax rate applied should be based on the rate of the area where the service is to be provided. See Board of Equalization Regulation 1502 (f) (1) (D).

6. PROPOSAL/BID FORMAT AND SUBMISSION REQUIREMENTS

These instructions identify the mandatory proposal format and the approach for the development and presentation of proposals. The format instructions must be followed, all requirements and questions in the solicitation must be completed and all requested data must be supplied. The Bidder shall carefully examine the solicitation and be satisfied with the compliance conditions prior to submitting a proposal.

Bidder shall upload a soft copy of its entire proposal, including the Cost Workbook, as specified in [SECTION 6.3. DELIVERY OF SUBMITTALS](#).

It is important that Bidder's soft copy proposals are submitted in their entirety. Proposals not submitted in the manner specified may be rejected.

The State will not be liable for any costs incurred by any Bidder in responding to this solicitation, regardless of whether the State awards the Contract through this process, decides not to move forward with the project, cancels this solicitation for any reason, or Contracts for the project through other processes or by issuing another solicitation.

6.1. PREPARATION

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this solicitation document. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the solicitation document instructions, responsiveness to the solicitation document requirements, and completeness and clarity of content.

6.2. COMPLETION OF PROPOSALS

Proposals must be complete in all respects as required by this section. A Final Proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. A Final Proposal will be rejected if any such defect or irregularity constitutes a material deviation from the solicitation document requirements. The Final Proposal must contain all costs as required in [SECTION 5. COST](#) and [SECTION 6. PROPOSAL/BID FORMAT AND SUBMISSION REQUIREMENTS](#).

6.3. DELIVERY OF SUBMITTALS

6.3.1. SOFT COPY

Fourteen (14) days prior to the Last Day to Submit Final Proposals as specified in KEY ACTION DATES.

Bidder must, by email, provide the Procurement Official specified in [SECTION 2.2.1. PROCUREMENT OFFICIAL](#) the Bidder Contact to upload the soft copy of Bidder's Final Proposal. Once provided, an invitation to a file-sharing site will be sent to the specified individual. A separate site will be created for each Bidder only accessible by the Bidder Contact and the Evaluation Team. It is Bidder's responsibility to confirm receipt of the invitations with the Procurement Official.

The file-sharing site will provide two folders titled "Volume 1" and "Volume 2" within which to submit the Bidder's Final Proposal. Bidder Contacts will be required to upload the soft copy of the Bidder's Final Proposal to the appropriate folders as specified in [SECTION 6.5. FINAL PROPOSAL FORMAT AND CONTENT](#).

The soft copy Cost information shall be in MS Excel format (version 2013 or higher) in a file titled "Volume 3: Cost" with a footer that includes the notation "MASTER". Cost Information must be password protected and the password must be emailed to the Procurement Official.

If a file is uploaded in error to the file-sharing site folders, Bidder may submit a request by email, to the Procurement Official prior to the last Day to Submit Final Proposals. Please do not upload .zip files into the file-sharing site.

6.4. FORMATTING

It is Bidder's responsibility to ensure its proposal is submitted in a manner that enables the State to easily locate all response descriptions and exhibits for each requirement of this solicitation.

6.4.1. SOFT COPY

Soft copy files must be submitted in searchable portable document file (PDF) format (Acrobat v. 6.0 or higher), with the exception of the following items, which must be submitted in MS Excel format (version 2013 or higher):

[EXHIBIT B: COST WORKSHEETS](#)

Soft copies of files must be uploaded as individual files. With the exception of [EXHIBIT B: COST WORKSHEETS](#) each file must be labeled with the following naming information:

Exhibit Number – Abbreviated Exhibit Name – Bidder Name.[ext]

Example: *Exh 7 – Bidder Declaration – ABCorp.pdf*.

6.5. FINAL PROPOSAL FORMAT AND CONTENT

Each volume of the proposal must be provided separately from each volume, but can be submitted via email together, and must be structured in the following manner:

6.5.1. VOLUME 1: RESPONSE TO ADMINISTRATIVE REQUIREMENTS

1. Table of Contents. This section must contain a Table of Contents. All parts of the proposal, including forms, must be identified by volume and page number. The Table of Contents must identify all figures, charts, graphs, etc.
2. Cover Letter (Refer to [SECTION 3.10. COVER LETTER \(M\)](#))
3. Required solicitation exhibits, in the following order:
 1. [ATTACHMENT 3: INTENT TO BID](#)
 2. [ATTACHMENT 4: CONFIDENTIALITY STATEMENT](#)
 3. [ATTACHMENT 5: RESPONSE TO ADMINISTRATIVE](#)

REQUIREMENTS

4. [ATTACHMENT 6: BIDDER DECLARATION GSPD 05-105](#)
5. [SECTION 3.7. INCORPORATION OF EVAQ REQUIREMENTS](#)

PREFERENCE/INCENTIVE EXHIBITS (REQUIRED ONLY AS INDICATED)

1. [ATTACHMENT 7: DVBE DECLARATIONS](#)
2. [ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES](#)
3. [ATTACHMENT 9: COMMERCIALY USEFUL FUNCTION \(CUF\) CERTIFICATION](#)
4. [ATTACHMENT 10: TACPA PREFERENCE REQUEST FORMS](#) (required if claiming TACPA preference)

6.5.2. VOLUME 2: CONTRACT

This section is not applicable and is not required to be returned to the State.

6.5.3. VOLUME 3: COST

This volume must be uploaded to SharePoint into a separate folder, marked "Volume 3 Cost" containing: [EXHIBIT B: COST WORKSHEETS](#)

7. EVALUATION

This section presents the evaluation process and scoring procedures the State will follow to evaluate Proposals submitted in response to this solicitation. The evaluation process is a multi-step review of each Bidder's Proposal to determine if the Bidder is responsive and responsible, and whether its Proposal provides a "value effective" solution to the State. The value effective Proposal is the Proposal that best meets all requirements set forth in this solicitation and any State negotiated items.

Responsiveness is indicated by meeting all Administrative, Proposal, and Cost Requirements, and complying with the [SECTION 2.4. RULES GOVERNING COMPETITION](#) and [SECTION 2.6. NEGOTIATIONS](#). If a Bidder's Final Proposal fails to meet a mandatory requirement, it will be considered a deviation in accordance with [SECTION 2.4.1. IDENTIFICATION AND CLASSIFICATION OF SOLICITATION REQUIREMENTS](#). Proposals that do not comply with the mandatory non-negotiated requirements identified in [SECTION 2.6. NEGOTIATIONS](#), must be resolved to the State's satisfaction during negotiations and corrected in the bidder's BAFO.

The State reserves the right to modify or cancel this procurement in its entirety or in part at any time.

7.1. EVALUATION TEAM

This procurement is being conducted under the guidance of a Procurement Official from CDT STP (refer to [SECTION 2.2.1. PROCUREMENT OFFICIAL](#)). The Procurement Official will serve as the Bidder's point of contact for questions and clarification and will identify the rules governing this procurement.

The State will establish an evaluation team consisting of California Department of Conservation management and staff to review and evaluate proposals. The State Procurement Official will provide guidance to the evaluation team and provide oversight of the evaluation process. The State may engage additional qualified individuals or subject matter experts (SME) during the evaluation process to assist the State in gaining a better understanding of technical, financial, legal, contractual, or program issues. These other individuals do not have voting privileges or responsibility for the evaluation process and will serve solely in an advisory capacity.

7.2. EVALUATION STEPS

7.2.1. EVALUATION OF REQUIRED INFORMATION AND REQUIREMENTS

Proposals must be complete and meet all format and submission requirements as identified in [SECTION 6. PROPOSAL/BID FORMAT AND SUBMISSION REQUIREMENTS](#). A Final Proposal may be rejected if it is conditional or incomplete, contradicts the requirements, contains any alterations of form, or contains other irregularities of any kind, including alterations to any terms and conditions.

7.2.2. RECEIPT AND PRELIMINARY REVIEW

All proposals received by the time and date specified in KEY ACTION DATES will be acknowledged as having been received on time. Each proposal will be date-and time-marked as it is received, and verified that all it was submitted under an appropriate cover, sealed, and properly identified.

Proposals will remain sealed until the designated time for opening. Bidder's Response, Volume 3 Cost, shall remain sealed and in the possession of the Procurement Official listed in [SECTION 2.2.1. PROCUREMENT OFFICIAL](#) until the evaluations of all Bidder response volumes 1 and 2 have been completed for all Bidders that submitted a proposal.

The Procurement Official will check all proposals for the proper identification and to ensure that required information conforms to the proposal format and submission requirements of [SECTION 6. PROPOSAL/BID FORMAT AND SUBMISSION REQUIREMENTS](#). Absence of required information may make the proposal non-responsive and may result in Bidder disqualification.

7.2.3. MANDATORY REQUIREMENTS EVALUATION

The State will review each proposal to determine its compliance with all of the requirements set forth in [SECTION 3. ADMINISTRATIVE REQUIREMENTS](#) and [SECTION 4. PROPOSAL REQUIREMENTS](#).

The evaluation team will evaluate and score each submitted proposal by consensus for compliance with the requirements designated in [SECTION 3. ADMINISTRATIVE REQUIREMENTS](#) and [SECTION 4. PROPOSAL REQUIREMENTS](#).

7.2.4. VALIDATION AGAINST REQUIREMENTS

The State will check each Proposal in detail to determine its compliance with the solicitation requirements. Bids must be complete and meet all format and submission requirements as identified in [SECTION 6. PROPOSAL/BID FORMAT AND SUBMISSION REQUIREMENTS](#). The State reserves the right to use multiple means to validate and determine the Bidder's response to a requirement. This may be through details in its description and/or supporting documentation provided or material that is publicly available, that may either support or contradict the Bidder's claim of intended compliance. If a Bidder's Proposal fails to meet a mandatory requirement, it will be considered a deviation in accordance with [SECTION 2.4.1. IDENTIFICATION AND CLASSIFICATION OF SOLICITATION REQUIREMENTS](#).

If a bidder's proposal deviates from any of the non-negotiable items identified in [SECTION 2.6. NEGOTIATIONS](#), the proposal will be rejected and not considered for negotiation or Contract Award. Any deviation of any requirement other than the mandatory non-negotiable items above, must be resolved to the State's satisfaction during negotiations and corrected in the bidder's BAFO.

During the proposal evaluation, the State may request that the Bidder clarify any area of the proposal that the State determines to be unclear in accordance with [SECTION 7. EVALUATION](#).

7.3. FINAL PROPOSAL EVALUATION

This section identifies how the State will evaluate each Final Bid in a manner that preserves the integrity of the competitive procurement process.

Final Bids will be evaluated based on compliance with all solicitation requirements, using mandatory pass/fail criteria. The evaluation result of each component will be made by consensus of the Evaluation Team members.

Each bid component evaluated is as follows:

1. [SECTION 2.6. NEGOTIATIONS](#) (Pass or Fail)
2. [SECTION 3. ADMINISTRATIVE REQUIREMENTS](#) (Pass or Fail)
3. [SECTION 5. COST](#) (Scored, 100 points)

7.3.1. ERRORS IN THE FINAL PROPOSAL

An error in the Final Proposal may cause the rejection of that proposal; however, the State may at its sole option retain the proposal and make certain corrections. In determining if a correction will be made, the State will consider the conformance of the proposal to the format and content required by the solicitation, and any unusual complexity of the format and content required by the solicitation.

1. If the Bidder's intent is clearly established based on review of the complete Final Proposal submittal, the State may at its sole option correct an error based on that established intent.
2. If the State discovers obvious clerical or arithmetic errors, the State may, at its sole option, correct such errors. If the mathematical correction results in significant changes to the Bidder's response, the State will provide the Bidder the opportunity through the process identified in [SECTION 7.2.4. VALIDATION AGAINST REQUIREMENTS](#) to validate the resulting correction.
3. It is absolutely essential that Bidders carefully review the cost elements in their Final Proposals and BAFOs, since they will not have the option to correct errors after the time for submission.
4. The State may request clarification of items in the Bidder's response if the meaning is not clear to the State, utilizing the process identified in [SECTION 7. EVALUATION](#). Responses to requests for clarification must be confirmed in writing by the Bidder as instructed by the State's Procurement Official at the time of the request.
5. In the event an ambiguity or discrepancy between any of the State's Solicitation documents, is detected after the opening of bids, the State reserves the right to seek clarification and acceptance from the Bidder.
6. At the State's sole discretion, it may declare all Final Proposals to be Draft Proposals. Bidders may not protest the State's determination of all Final Proposals being declared Draft Proposals. If all proposals are declared to be Draft Proposals, the State may issue an addendum to this IFB. Should

this occur, confidential discussions may be held with Bidders who are interested in continuing to be considered. Each Bidder will be notified of the due date for the submission of a new Final Proposal to the State. This submission must conform to the requirements of the original IFB as modified by any addenda. The new Final Proposals will be evaluated as required by [SECTION 7. EVALUATION](#).

7.3.2. REJECTION OF PROPOSALS

The State may reject any or all proposals and may waive any deviation or defect in a proposal. The State's waiver of any deviation or defect shall in no way modify the solicitation documents or excuse the Bidder from full compliance with the solicitation specifications if awarded the Contract.

7.3.3. ADMINISTRATIVE REQUIREMENTS EVALUATION

All [SECTION 3. ADMINISTRATIVE REQUIREMENTS](#) labeled with (M) are mandatory, with the exception of those Administrative Requirements in [SECTION 3. ADMINISTRATIVE REQUIREMENTS](#) labeled with (O) which are optional and Bidders are not required to respond. Review of the proposals will begin with ensuring that the Bidder has responded to all administrative requirements, in [SECTION 3. ADMINISTRATIVE REQUIREMENTS](#) that require proposal submittal documents. The State will accept copies or e-Signatures on other copies, unless otherwise indicated.

Only proposals that pass the evaluation of the mandatory [SECTION 3. ADMINISTRATIVE REQUIREMENTS](#) and [SECTION 4. PROPOSAL REQUIREMENTS](#) will proceed to cost opening.

7.3.4. COST EVALUATION

After [SECTION 3. ADMINISTRATIVE REQUIREMENTS](#) and [SECTION 4. PROPOSAL REQUIREMENTS](#) (including demonstrations) have been evaluated, the evaluation team will open the sealed cost (Bidder’s response to Volume 3) for those Bidders whose proposals have been deemed responsive and responsible. If a Bidder was determined to be non-responsive and/or not responsible during the evaluation of the administrative and bid requirements, the cost will remain unopened for that Bidder.

All cost worksheets will be validated to verify completeness and mathematical accuracy. If appropriate, errors will be corrected in accordance with [SECTION 7.3.1. ERRORS IN THE FINAL PROPOSAL](#). After costs worksheets have been verified for accuracy, the Bidder with the lowest proposed total cost will receive the maximum score of 100 points. All other Bidders will receive a proportionally lower score using the ratio of the lowest proposed total cost to the Bidder’s proposed total cost applied to the maximum points of 100, as shown in the Bidder cost score formula Table 7.3.4-3 below:

Table 7.3.4-3

Bidder Cost Score Formula	
(Lowest proposed total cost)	X 100 points = Bidder cost score
<hr style="width: 50%; margin: 0 auto;"/> (Bidder’s proposed total cost)	

The cost score calculation example in Table 7.3.4-4, Bidder Cost Score Calculation example illustrates that Bidder C proposed the lowest cost and received the maximum points possible.

Table 7.3.4-4

Bidder Cost Score Calculation				
Bidder	Bidder's Proposed Total Cost	Calculation		Bidder Cost Score
A	\$500,000	\$300,000	X 100 points	60 points
		\$500,000		
B	\$400,000	\$300,000	X 100 points	75 points
		\$400,000		
C	\$300,000	\$300,000	X 100 points	100 points
		\$300,000		

NOTE: Point values in this example explain the calculations and have no other significance.

7.3.5. SOCIOECONOMIC PROGRAMS

Bidders who claim preference points will be evaluated to determine whether they submitted the required forms, documents, exhibits, and/or the responses necessary to validate their qualification and eligibility for the claimed preference(s). If the State determines that the submitted information is insufficient or that the required documents do not otherwise validate the eligibility for points in any of the claimed programs, then the points for that program will not be added to the Bidder's final overall proposal score. If the State is able to validate the Bidder's claim, the qualified preference points will be applied to the Bidder's final overall proposal score as illustrated in Table 7.3.6-7 Final Score and Rank Determination provided that the Bidder's proposal is not otherwise determined to be non-responsive to any mandatory requirements.

7.3.5.1. TACPA PREFERENCE

The State will give preferences in accordance with the GC 4530-4535.3, for bidders who are California home based and who qualify for claimed preferences under the Target Area Contract Preference Act (TACPA) by computing and returning the appropriate forms described in the RFP. Where multiple preferences are claimed, the State will verify eligibility for the preferences and evaluate and apply preferences in accordance with the law.

Available evaluation preferences under TACPA are limited to nine percent (9%), five percent (5%) worksite, and one percent (1%) up to four percent (4%) workforce of the lowest total proposal price or \$50,000.00, whichever is less. The TACPA preference is a dollar preference, applied against the Bidder's proposed cost, before cost is evaluated and converted to points.

The State will verify Target Area Contract Preference Act (TACPA) preference and apply the TACPA Preference accordingly. The TACPA preference does not apply when the worksite is fixed by the terms of the Contract.

7.3.5.2. SMALL BUSINESS PREFERENCE

The State will verify Small Business/Non-Small Business preference claim and apply the five percent (5%) preference accordingly.

In accordance with Government Code §14835 et seq., bidders who qualify as a small business will be given a five percent (5%) preference for evaluation purposes only. The five percent (5%) preference is calculated on the total number of points awarded to the highest scoring non-small business that is responsible and responsive to the proposal requirements. The rules and regulations of this law, including the definition of a small business for the delivery of goods and services, are contained in the California Code of Regulations, Title 2, § 1896 et seq.

This five percent (5%) small business preference is also available to a non-small business claiming 25% California certified small business subcontractor participation. The five percent (5%) preference is calculated on the total number of points awarded to the highest scoring non-small business that is responsible and responsive to the proposal requirements and that is not subcontracting a minimum of 25% to a small business. Non-small business bidders claiming the five percent (5%) small business preference must commit to subcontract at least 25% of the net proposal price with one (1) or more California-certified small businesses.

Completed certification applications and required support documents must be submitted to the Department of General Services Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. on the Final Proposal due date, and the OSDS must be able to approve the application as submitted. Questions regarding certification should be directed to the OSDS at (916) 375-4940.

For an illustration of this process, refer to the example in Table 7.3.5.2-5, Small Business Preference Points Calculation. Points in this example explain the calculations and have no other significance.

The preference points for bidders A and B are based on five percent (5%) of the Bidder proposal score of Bidder C, the highest scorer of a non-small business, which is (75.00 points) x (.05) = 3.75 points (rounded). Bidder C, which is neither a small business nor a non-small business subcontracting a minimum of 25 percent (25%) to a small business, receives no small business preference points.

Table 7.3.5.2-5

Small Business Preference Points Calculation				
Bidder	Bidder Total Proposal Score	Small Business Preference Claim?	Non-Small Business Preference Claim?	Small Business Preference Points Awarded
A	50.00 pts	Yes	No	3.75 pts
B	70.00 pts	No	Yes	3.75 pts
C	75.00 pts	No	No	0.00 pts

NOTE: Calculation is based on 5% of the Bidder with the highest “Bidder proposal score” that is a non-small business. In the example Table 7.3.5.2-5, Bidder C has the highest non-small business score.

7.3.5.3. DVBE INCENTIVE

In accordance with §999.5(a) of the Military and Veterans Code, for evaluation purposes only, the State shall provide an incentive to bidders who provide California-certified DVBE participation that exceeds the mandatory California-certified DVBE participation goal in the amounts shown in Table 7.3.5.3-6 DVBE Participation Incentive Points.

The State will verify DVBE and apply the incentive accordingly. The DVBE Incentive points are a percentage of the total possible points. The maximum incentive for this procurement is five percent (5%) of the total points available, and is based on the amount of DVBE participation confirmed. The below table is an illustration of this calculation:

Table 7.3.5.3-6

DVBE Participation Incentive Formula		
Confirmed DVBE Participation	DVBE Incentive Percentage	DVBE Incentive Points*
≥ 5%	5%	5.00 (100 x .05)
4% - 4.99%	4%	4.00 (100 x .04)
3.1% - 3.99%	3%	3.00 (100 x .03)
<3%	0%	0.00

7.3.6. BIDDER FINAL SCORE CALCULATION AND RANK DETERMINATION

The evaluation team will calculate the Bidder’s final score. Table 7.3.6-7, Bidder Final Score Calculation example illustrates the Bidder’s final score that incorporates both preference and incentive points:

Table 7.3.6-7

Bidder Final Score Calculation					
Bidder	Bidder Total Proposal Score	Small Business Preference Points Awarded	Verified DVBE %	DVBE Incentive Points Awarded	Bidder Final Score
A	50.00 pts	3.75 pts	3%	3.00 pts	56.75 pts
B	70.00 pts	3.75 pts	4%	4.00 pts	77.75 pts
C	75.00 pts	0.00 pts	5%	5.00 pts	80.00 pts

NOTE: Bidder final score calculation in Table 7.3.6-7 is an example that explains the calculations and has no other significance.

7.3.7. SUBMISSION OF AMENDED FINAL PROPOSAL(S)

The State may require submission of an amended final proposal(s) incorporating any revisions made through the bid clarification process.

7.4. NEGOTIATIONS

The State intends to enter into negotiations as set forth in [SECTION 2.6. NEGOTIATIONS](#) under PCC §6611.

Negotiations allow the State and Bidder an opportunity to discuss items that could, in the State's opinion, enhance the Bidder's proposal and potential for award. Negotiations are not intended to allow a Bidder to completely rewrite their proposal. The negotiations are exchanges between the State and the Bidder, which are undertaken with the intent of allowing the Bidder to revise their Final Proposal only in areas determined by the State during the negotiation process. Negotiations will be conducted either orally or in writing. These negotiations may include bargaining, such as persuasion, and alteration of assumptions and positions.

The State may discuss any aspect of the Bidder's proposal that could, in the opinion of the State, be altered or explained to materially enhance the proposal's potential for award. However, the State is not required to discuss every area where the Bidder's proposal could be improved. The scope and extent of negotiation exchanges are a matter of the State's judgment.

All aspects of the Bidder's proposal are confidential until after the issuance of the notification of award.

NOTE: In the event no compliant bids are received, the State at its discretion may proceed to negotiations with all firms that submitted a bid.

7.4.1. PROCEEDING TO NEGOTIATIONS

At the discretion of the State, the highest scoring, compliant bidder(s) will be determined eligible to participate in the negotiation process.

The State will invite and proceed with negotiations with the highest scoring compliant Bidder and may be awarded a Contract. If the State cannot come to an agreement with the highest-scoring compliant Bidder, the State will determine the Bidder disqualified and will invite and proceed with negotiations with the next highest scoring compliant Bidder. This Bidder negotiation selection process will continue until the State completes negotiations with the final selected Bidder and may be awarded a Contract.

7.4.2. NEGOTIATION INVITATION

Once compliant bidders are determined, those bidders will be notified in writing: (1) that the State is initiating negotiations pursuant to Public Contract Code 6611(a); (2) the general purpose and scope of the negotiations; (3) the anticipated schedule for the negotiations; and (4) the procedures to be followed for negotiations.

At the discretion of the State, the State may invite Bidder(s) to participate in the negotiation process stated previously in negotiations [SECTION 7.4.1. PROCEEDING TO NEGOTIATIONS](#):

Confirmation of Attendance: Bidder(s) who have been invited to participate in negotiations must confirm attendance, in accordance with the invitation instructions, within two (2) State business days of invitation.

7.4.3. BEST AND FINAL OFFER SUBMISSION (BAFO)

At the conclusion of negotiations, the State may request a best and final offer (BAFO) submission. The intent of the BAFO is to clarify and document understandings reached during negotiations. The State will establish a date and time for receipt of the BAFOs based on when the Bidder's BAFO negotiations occur. A Bidder's BAFO is an irrevocable offer for 120 calendar days following the scheduled date for submission of a final accepted BAFO. A Bidder may extend the offer in the event of a delay in Contract award.

BAFOs must be submitted to the location identified in [SECTION 2.2.1. PROCUREMENT OFFICIAL](#), by the specific date and time that will be communicated to each Bidder individually in writing.

The BAFO submission must address the following:

1. A supplemental proposal containing all negotiated/revised section(s) of the Bidder's original Final Proposal, any other revised area specifically required by the State to be included in the BAFO, and revisions made necessary in accordance therewith.
2. The supplemental proposal must include all changes made to negotiated section(s) of the Bidder's original Final Proposal in tracked changes. Changes to the Bidder's original Final Proposal that are not tracked in the supplemental proposal or otherwise identified may result in rejection of the proposal or cause for termination of the Contract.
3. An executive summary must accompany the supplemental proposal, identifying a list of all changes (other than non-substantive changes to formatting, punctuation and grammar) that have been made to the Bidder's original Final Proposal. The Bidder must include and attest to the following statement within the Executive Summary:

"This Best and Final Offer (BAFO) is in response to IFB 3994-1 and the changes identified in this executive summary represent all changes made to {Bidder's name} Final Proposal previously submitted to the State. Any substantive change not included in this list is non-operative, non-binding, and will not be considered a part of the {Bidder's name} BAFO."

7.4.4. EVALUATION OF BAFO SUBMISSION

The State will evaluate the BAFO submissions for compliance with IFB requirements and negotiated items to determine which BAFO provides the most value effective solution for the State. The State will document the evaluation process and selection criteria in its final selection documents.

7.4.5. SELECTION

Upon completion of evaluation of the BAFOs, final selection will be determined based on the responsive and responsible Bidder submitting the highest scoring (after preferences and incentives) supplemental proposal. The State reserves the right at any time to reject any or all proposals.

7.4.6. DEBRIEFING

A debriefing may be held within three (3) months after Contract award at the request of any Bidder for the purpose of receiving specific information concerning the evaluation. The discussion will be based primarily on the qualifications, solution requirements and cost evaluations of the Bidder's Final Proposal. A debriefing is not the forum to challenge the solicitation specifications or requirements.

8. INFORMATIONAL ATTACHMENTS

The following attachments to this solicitation are informational for use in the solicitation process and do not need to be submitted with the Bidder's proposal response. They can be found in [ATTACHMENT 2: PART 2 - SOLICITATION FORMS](#) :

1. [ATTACHMENT 12: TEMPLATE FOR QUESTION SUBMITTAL](#) . This attachment provides the format for a Bidder to submit questions regarding this solicitation.
2. [ATTACHMENT 11: SOLICITATION SUBMISSION CHECKLIST](#) . This attachment references items to be submitted as part of the Final Proposal submission, but is not guaranteed to include all necessary items.
3. [ATTACHMENT 13: GLOSSARY OF TERMS](#) . This attachment includes definitions, acronyms and abbreviations for terms used in the solicitation and in the SOW.

ATTACHMENT 1: APPENDIX A - STATEMENT OF WORK

1. Background and Purpose

The California Strong Motion Instrumentation Program (CSMIP) is required by the California legislation to instrument, maintain, monitor, and process strong motion data. This information is obtained from seismic stations installed below and above ground, as well as in structures. In addition, under contracts with the Governor's Office of Emergency Services (CalOES) and the Office of Statewide Health Planning and Development (OSHPD), CSMIP obtains information and maintains instruments within several ground response and hospital stations.

The recorded strong motion data is used by the state earthquake emergency responders, and in the long term to improve the structural seismic design regulations for making structures more resistant to earthquakes. The CSMIP products are critical for the state to reduce loss of life and mitigate seismic hazard impact on the public.

This purchase request includes parts for three projects:

1. Hospital Instrumentation
2. Earthquake Early Warning Project
3. CSMIP Instrumentation

2. Description of Equipment

The service that will be provided is the delivery of the following equipment for each of the projects:

Hospital Instrumentation:

3 each 24-channel Obsidian recorders and associated cables

48 each KMI ES-U2 EpiSensor Uniaxial Accelerometers and associated cables

Earthquake Early Warning Project:

70 each 4-channel Obsidian Recorders

70 each cellular modems

CSMIP Instrumentation:

- 9 each 16-channel Obsidian recorders
- 6 each 12-channel Obsidian recorders
- 1 each 32-channel Obsidian recorders
- 1 each 8-channel Obsidian recorders
- 35 each cellular modems

Detailed description and part numbers are identified in [EXHIBIT A: DELIVERABLES TABLE](#).

3. Term of the Contract

Effective upon approval of CDT, Statewide Technology Procurement (STP), the term of the Contract is for a one-time procurement of the approved goods as seen in [EXHIBIT A: DELIVERABLES TABLE](#).

3.1. General Provisions - Telecommunications (Rev 09/19/2019)

The Contract shall automatically incorporate by reference the [EXHIBIT C: General Provisions eVAQ 19-001 \(rev.9-19-2019\)](#)

4. Amendment

The Agreement may be amended, consistent with the terms and conditions of the Agreement, and by mutual consent of both parties, subject to approval by the CDT Statewide Technology Procurement under Public Contract Code (PCC) Section 12100. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved by oversight agencies if required. No oral understanding not incorporated in the Agreement is binding on any of the parties.

5. Contract Contacts

State Point of contact	
Name	

State Point of contact	
Address	
Phone	
Email	

Contractor Point of Contact	
Name	
Address	
Phone	
Email	

6. State's Roles and Responsibilities

During the term of the contract, the State will provide, but is not limited to, the following tasks, roles and responsibilities:

1. IT Procurement analyst to generate and issue the required procurement documents (STD213, PO, etc.) and facilitate the processing of submitted invoices.
2. Program/Project manager to define the equipment specifications. Respond to any technical questions related to the equipment. Define and implement the inspection requirements for acceptable delivery.
3. Receive and confirm delivery of all parts and packages delivered by the Contractor.

7. Contractor's Roles and Responsibilities

Prior to commencement of work, any contracted staff are required to read, initial and date all mandatory documents outlined in [ATTACHMENT: CERTIFICATION OF COMPLIANCE WITH CALIFORNIA MANDATES](#). The contractor will be highly flexible and adaptive, with an ability to organize, coordinate, and execute on details. The contractor must be able to quickly identify and apply solutions to problems identified by the State staff.

During the term of the contract, the Contractor will provide, but is not limited to, the following tasks, roles and responsibilities:

1. Delivered all equipment and services as listed in [EXHIBIT A: DELIVERABLES TABLE](#).
2. Provide invoice as defined in [SECTION 14. Budget Detail and Payment Provisions](#) of the SOW.
3. Follow all policies and procedures of the State Delivery and receiving process according to [SECTION 11. Delivery \(Hardware\)](#).

8. Escalation Process

Ordering agencies and/or Contractor shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, and/or outstanding deliveries.

The parties shall use their best, good faith efforts to cooperatively resolve conflicts and problems that arise in connection with this Contract. When a conflict arises between the State and Contractor, both parties shall attempt to resolve the conflict pursuant to this Section if they agree in writing that use of this process shall be appropriate and likely to resolve the conflict. Both parties shall continue without delay to carry out all their respective responsibilities under this Contract while attempting to resolve the conflict under this Section or within the [SECTION 3.8. GENERAL PROVISIONS](#)

9. Contractor Tasks and Deliverable Requirements

The Contractor will provide, but is not limited to, the following tasks and deliverable requirements:

1. Procurement management plan- Communicate all phases of the procurement process.
 1. Acknowledge receipt of the purchase order.
 2. Provide notice that order has been sent to the supplier.
 3. Provide ETA on delivery of the equipment.
 4. After equipment has been shipped, provide tracking information.
 5. Prior to delivery, Contractor will notify the SMIP team of the delivery date. This will allow the team to be available to receive the freight.
Refer to [SECTION 11. Delivery \(Hardware\)](#) for details of delivery process.
2. After confirmation of successful delivery of the equipment/accessories, invoice is issued per the instructions defined in section on processing payments within [SECTION 14. Budget Detail and Payment Provisions](#) of this SOW.
3. Delivery will be considered complete after the Project Manger has verified all the equipment has met the criteria defined in [SECTION 10. Deliverable Acceptance/Rejection Process](#).

10. Deliverable Acceptance/Rejection Process

The acceptance criteria for successful delivery is defined as follows:

1. Delivery of the equipment must be shipped to the address stated on the purchase order.
2. Equipment/accessories is successfully received with no damage to the contents.
3. Delivery includes a packing slip/receipt with the equipment and the serial numbers listed (if applicable).
4. Upon receipt, equipment/accessories will be inspected by the SMIP team for the following:
 1. Confirmation that the correct quantities of each part is received.
 2. Confirmation that the part number and description matches the part number and description listed in the PO.
 3. Confirmation that all the options/features described in the PO are

incorporated in the equipment/accessories received.

4. Upon successful inspection, the SMIP team will notify ETSD IT Procurement that the order has been received and passes the acceptance criteria.
5. Acceptance/Rejection
 1. Within 30 days, the State will respond to indicate acceptance or rejection of any of the items delivered.
 2. If any item does not meet the acceptance criteria and is rejected, the State will notify the Contractor of the rejection.
 3. Contractor will have 30 days to respond with an action plan to resolve the reason for rejection. If the rejection requires a return of any of the items, the Contractor will provide the process steps on how to return the item and timeline on when a replacement item will be delivered.

11. Delivery (Hardware)

Delivery expectations and requirements are as follows:

1. After the contractor has received the Purchase Order (PO), a receipt acknowledgment will be issued via e-mail from the contractor within 2 business days of receiving the PO.
2. After the contractor has received the executed PO, the contractor will place the order with the supplier within 2 business days. The expected delivery dates of the items will be the within the standard lead-time of the equipment (generally this is 3 months for the recorders/accessories and 1 month for the modems).
3. Contractor will notify the Procurement Analyst if the lead-time exceeds these standard durations for this type of equipment.
4. Contractor will notify the Procurement Analyst if there are any backorders resulting from the PO.
5. The quantity to be delivered is everything that is listed in the PO (ship complete). The Contractor will notify the Procurement Analyst if there will be partial deliveries.
6. The delivery of the products shall have adequate packaging to protect the contents from any damage that may occur during shipment. Upon shipment of the equipment, Contractor will provide details of the shipment (tracking information, number of boxes and pallets, etc.). This will allow the State to

properly prepare for the receipt of the shipment and avoid any potential issues during delivery. See section below titled "Delivery Instructions" for specific instructions.

7. Contractor will provide the State the physical requirements for the hardware. Provide an estimate on the space requirements and if it will require any special storage or operating conditions.
8. The State will be responsible for receiving the product, delivering it to the end-user and unpacking the equipment from the packaging.
9. The State will also be responsible for any required assembly, disposal of packaging material and disposal of any old/replaced equipment/accessories.
10. The Contractor does not have to provide any Take-Back services.
11. All shipments are Free on board (F.O.B.) destination, freight prepaid by the contractor to the shipment address listed on the PO. Responsibility and liability for loss or damage will remain with the contractor until final inspection and acceptance. Upon acceptance by the SMIP team, the responsibility will pass to the State, except for the responsibility of latent defects, fraud, and any warranty obligations.
12. The Contractor shall notify the State via email within 14 calendar days, regarding any and all equipment recalls related to this Contract. Notifications shall include a complete equipment description and/or identification, contract number, delivery order number, disposition instructions, and any other necessary information. The Contractor shall issue a replacement of equipment or credit for any equipment removed or recalled.

Delivery Instructions:

1. After product has been shipped, the Contractor is to notify the SMIP team that the equipment has been shipped and provide tracking information with the estimated date/time of delivery.
2. Special delivery instructions: Sacramento location has a dock, but it is at ground level and is limited in size. Therefore, if required, it is recommended that the delivery truck has its own lift gate.
3. Delivery hours: 8:00 am to 4:00 pm Monday thru Friday, excluding State holidays.
4. All large package, cart, and bulk deliveries to the building must be made via the building's freight elevators. Deliveries are not allowed through the lobby or any

- building entrances. These deliveries include those made by messengers, contractors, delivery services, etc.
5. Freight Elevators- There is one freight elevator that serves this building with a maximum load capacity of 3,500 pounds. Scheduling large deliveries is extremely important as these elevators provide vertical transportation for all deliveries, in-house services, and contractors.
 6. In order to maintain a professional appearance and atmosphere, the following instructions apply to use of the delivery/freight elevator.
 - a. Use of passenger elevators is strictly prohibited for large deliveries
 - b. All large deliveries and moves must be scheduled with the building management office at least 24 hours in advance.
 - c. Deliveries or moves requiring more than two elevator trips must be scheduled before 8:00 am or after 5pm.
 - d. Floor protection must be used for all large deliveries or moves.
 - e. Holding areas are not available at the dock; therefore, arrangements must be made for immediate delivery to the suite.
 7. Based on the above limitations and restrictions, it is best to ship the equipment on standard pallets that can be easily unloaded and transferred into an elevator.
 8. Loading Dock - The loading dock for 801 K Street is located off of 8th Street in the alley just past the building's parking garage entrance. The loading dock is extremely compact in size. Due to this fact, activity is strictly monitored. It is the State's responsibility to notify moving and delivery companies of the size of the loading dock and its restrictions. Trucks must be able to pull completely into the loading dock so that the loading dock doors completely close. If they cannot fit in the loading dock, they need to make other arrangements. The alley is monitored by the City's Police Department and Fire Department. Parking, loading, and unloading are restricted. Parking in this alley is at the sole risk of the State and/or Contractor and can result in monetary fines from the City.

12. Hardware and Software Needs

Equipment Listing by project.

Hospital Instrumentation (M)

Qty	Description	P/N
3	Kinometrics High Resolution Central Recording System (24-ch), consists of: * Obsidian High Dynamic Range IP Aware Multi-channel Recorder * Galvanized steel NEMA 4 Enclosure including harness and mounting hardware * 6 x 4-channel Terminal Strip Interface Board * Built-in GPS, built-in PTP * Parallel data recording/mirroring and/or automatically offloading on an external USB thumb drive (USB not included) * 110 VAC/12VDC Battery Charger and power cord * Low Power & Temperature Disconnect AC relay, for AC/DC battery charger control by Obsidian * Internal Wiring NOTE: No batteries to be included	Dolomite+ 24ch
3	Kinometrics Cable, Molded, Console/USB Device	853762
3	Kinometrics Cable, Molded, Ethernet, M12	853608
3	Kinometrics Cable, Molded, Modem, M12	853609
48	Kinometrics EpiSensor Uniaxial Accelerometers 4G	ES-U2
48	Kinometrics Cable - 6ft cable with mating connector attached	503536-PL

Earthquake Early Warning Project (M)

Qty	Description	P/N
70	Kinometrics 24-Bit 3+1 Channel Accelerograph, includes: * Built-in Internal Triaxial EpiSensor Accelerometer Deck * 32 Gbyte SDHC Data Memory * 4 Gbyte SDHC System Memory * Built in POTS Modem * IP Network Aware * Built in GPS receiver with 25m antenna cable * PTP Master or Slave * 3 x USB Host, 1 x USB Device, 3 x RS-232, 1 x 10/100 Ethernet Port, 1 x DFS Port * EEW Ready* Sample rate: 4/8/12 channel unit up to 5000 sps	114160-PL
30	Kinometrics Cable, Molded, Console/USB Device	853607
30	Kinometrics Cable, Molded, Modem, M12	853609
70	Kinometrics Cable, Molded, Ethernet, M12	853608
70	Kinometrics Cable, Molded, Time I/O Pwr, M12	853612
70	Kinometrics Cable, AC Power Supply with lug for Battery & Charging	112259-PL
70	Kinometrics Power Mating Connector	852174
70	Digi TransPort WR21 - 4G LTE North America, Dual Ethernet, RS-232	WR21-M52B-DE1-SB
70	Digi Accessory Kit - DC Power (DC Power Cord, 2-LTE Antennas, Ethernet Cable)	76002059

CSMIP Instrumentation (M)

Qty	Description	P/N
9	<p>Kinometrics High Resolution Central Recording System (16-ch), consists of:</p> <ul style="list-style-type: none"> * Obsidian High Dynamic Range IP Aware Multi-channel Recorder * Galvanized steel NEMA 4 Enclosure including harness and mounting hardware * 4 x 4-channel Terminal Strip Interface Board * Built-in GPS, built-in PTP * Parallel data recording/mirroring and/or automatically offloading on an external USB thumb drive (USB not included) * 110 VAC/12VDC Battery Charger and power cord * Low Power & Temperature Disconnect AC relay, for AC/DC battery charger control by Obsidian * Internal Wiring <p>NOTE: No batteries to be included</p>	Dolomite+ 16ch
6	<p>Kinometrics High Resolution Central Recording System (12-ch), consists of:</p> <ul style="list-style-type: none"> * Obsidian High Dynamic Range IP Aware Multi-channel Recorder * Galvanized steel NEMA 4 Enclosure including harness and mounting hardware * 8 x 4-channel Terminal Strip Interface Board * Built-in GPS, built-in PTP * Parallel data recording/mirroring and/or automatically offloading on an external USB thumb drive (USB not included) * 110 VAC/12VDC Battery Charger and power cord * Low Power & Temperature Disconnect AC relay, for AC/DC battery charger control by Obsidian * Internal Wiring <p>NOTE: No batteries to be included</p>	Dolomite+ 12ch

Qty	Description	P/N
1	<p>Kinometrics High Resolution Central Recording System (32-ch), consists of:</p> <ul style="list-style-type: none"> * Obsidian High Dynamic Range IP Aware Multi-channel Recorder * Galvanized steel NEMA 4 Enclosure including harness and mounting hardware * 8 x 4-channel Terminal Strip Interface Board * Built-in GPS, built-in PTP * Parallel data recording/mirroring and/or automatically offloading on an external USB thumb drive (USB not included) * 110 VAC/12VDC Battery Charger and power cord * Low Power & Temperature Disconnect AC relay, for AC/DC battery charger control by Obsidian * Internal Wiring <p>NOTE: No batteries to be included</p>	Dolomite+ 32ch
1	<p>Kinometrics High Resolution Central Recording System (8-ch), consists of:</p> <ul style="list-style-type: none"> * Obsidian High Dynamic Range IP Aware Multi-channel Recorder * Galvanized steel NEMA 4 Enclosure including harness and mounting hardware * 8 x 4-channel Terminal Strip Interface Board * Built-in GPS, built-in PTP * Parallel data recording/mirroring and/or automatically offloading on an external USB thumb drive (USB not included) * 110 VAC/12VDC Battery Charger and power cord * Low Power & Temperature Disconnect AC relay, for AC/DC battery charger control by Obsidian * Internal Wiring <p>NOTE: No batteries to be included</p>	Dolomite+ 8ch
17	Kinometrics Cable, Molded, Ethernet, M12	853608
35	Digi TransPort WR21 - 4G LTE North America, Dual Ethernet, RS-232	WR21-M52B-DE1-SB
35	Digi Accessory Kit - DC Power (DC Power Cord, 2-LTE Antennas, Ethernet Cable)	76002059

13. Warranty

Upon items passing final inspection and acceptance, the liability and ownership of the equipment passes to the State. This is when the warranty period begins unless there are any defects detected. Any equipment that fails within the warranty period shall be replaced at no additional cost to the State.

14. Budget Detail and Payment Provisions

A. Payment Provisions

For items accepted during final inspection and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for the items received in accordance with the prices specified in the [EXHIBIT B: COST WORKSHEETS](#).

The Contractor shall submit invoice(s) electronically to ServiceDeskReceiving@conservation.ca.gov with the attention to Service Desk Receiving:

Department of Conservation
Enterprise Technology Services Division
Attn: Service Desk Receiving
801 K Street, Suite 1600
Sacramento, CA 95814
Phone: (916) 327-6260

Invoice(s) shall contain the following information:

1. The word "Invoice should appear in a prominent location at the top of the page(s).
2. Printed name of the Contractor.
3. Business address of the Contractor.
4. The complete address of the Department of Conservation and referencing the Division Being billed: Enterprise Technology Services Division.
5. The date of the invoice.
6. The PO number upon which the claim is based.
7. The specific item(s) being billed as written in [EXHIBIT B: COST](#)

WORKSHEETS.

8. The amount due for each item being billed (Line item #, Unit Price, Extended line item price)
9. The total amount due.
10. Invoices sent electronically to ServiceDeskReceiving@conservation.ca.gov.

Invoices that are submitted with inaccurate information or do not provide all necessary information will not be accepted and will be returned to the Contractor for resolution.

14.1. Budget Contingency Clause

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

If funding for the purpose of this program is reduced or deleted for any fiscal year by the California State Budget Act, 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.

14.2. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in Government Code section 927, et seq.

15. Glossary of Terms

ADA- Americans with Disabilities Act

BAFO- Best and Final Offer

Cal eProcure- State of California online procurement system

CalOES- Governor's Office of Emergency Services

CCR- California Code of Regulations

CDT- California Department of Technology

CEEW- California Earthquake Early Warning Program

CSMIP- California Strong Motion Instrumentation Program

CUF- Commercially Useful Function

DFEH- Department of Fair Employment and Housing

DGS/PD- Department of General Services - Procurement Division

DVBE- Disabled Veteran Business Enterprise

DWR- California Department of Water Resources

EVAQ- California Electronic Vendor Application of Qualifications

FOB- Free On Board

GSPD- General Services Procurement Division

IT- Information Technology

IFB- Invitation For Bid

KAD- Key Action Dates

MVC- Military and Veterans Code

OSDS- Department of General Services Office of Small Business and DVBE Services

OSHPD- Office of Statewide Health Planning and Development

PCC- Public Contract Code

PO- Purchase Order

RFP- Request for Proposal

SMIP- Strong Motion Instrumentation Program

SMIP ITP- Strong Motion Instrumentation Program (SMIP)

SOW- Statement of Work

STP- Statewide Technology Procurement

TACPA- Target Area Contract Preference Act

ATTACHMENT 2: PART 2 - SOLICITATION FORMS

1. PART 2 - SOLICITATION FORMS

The following exhibits and attachments, of Part 2 of the solicitation template are the forms the Bidder must complete and return with Final Proposal, including the SOW, administrative forms, qualification forms, bid requirement responses and all exhibits/ attachments discussed in Part 1.

ATTACHMENT 3: INTENT TO BID

California Department of Technology
Statewide Technology Procurement
Nick Beard

+1 916-639-8412

nick.beard@state.ca.gov

Contact Information		
Name: (Primary Contact for the Solicitation and Bidder's Library)		
Address:		
City, State and ZIP Code:		
Telephone:	FAX:	
E-Mail:		

Sincerely,

Signature and Contact Information		
<hr/> Name (Signature)	<hr/> Name and Title	<hr/> Email
<hr/> Company	<hr/> Telephone	<hr/> Fax

ATTACHMENT 4: CONFIDENTIALITY STATEMENT

As an authorized representative or corporate officer of the company name below, I have the authority to bind the company contractually, and I agree that all persons employed by this company will adhere to the following policy:

All information belonging to the California Department of Technology (CDT) or its affiliated agencies is considered sensitive and confidential and cannot be disclosed to any person or entity that is not directly approved to participate in the work required to execute this Agreement.

I certify that I will keep all project information including (but not limited to) information concerning the planning, processes, development or procedures of the project, and all communication with CDT or its affiliates related to any procurement process, confidential and secure. I will not copy, give or otherwise disclose such information to any other person unless CDT has on file a Confidentiality Statement signed by the other person(s), and the disclosure is authorized and necessary for the project. I understand that the information to be kept confidential includes, but is not limited to, specifications, administrative requirements, terms and conditions, concepts and discussions, as well as written and electronic materials. I further understand that if I leave this project before it ends, I must still keep all project information confidential. I agree to follow any instructions provided by the project relating to the confidentiality of project information.

I fully understand that any unauthorized disclosure I make may be basis for civil and/or criminal penalties. I agree to advise the Contract Manager .immediately in the event of an unauthorized disclosure, inappropriate access, misuse, theft or loss of data.

I warrant that if my company is awarded the Contract, it will not enter into any agreements or discussions with a third party concerning such materials prior to receiving written confirmation from the State that such third party has an agreement with the State similar in nature to this one.

All materials provided for this Project, except where explicitly stated will be promptly returned or destroyed, as instructed by an authorized CDT representative. If the materials are destroyed and not returned, a letter attesting to their complete destruction, which documents the destruction procedures, must be sent to the Contract Manager before payment can be made for services rendered. In addition, all copies or derivations, including any working or archival backups of the information, will be physically and/or electronically destroyed within five (5) calendar days immediately following either the end of the Contract period or the final payment, as determined by the contracting Agency/ state entity.

All personnel assigned to this project shall be provided a Confidentiality Statement and will be expected to sign and return it to the State’s project manager before beginning work on this project.

CONTACT INFORMATION AND SIGNATURE			
Representative Name:		Title:	Phone Number:
Company Name:			
Address:			
City/State/Zip Code:			
Signature:			
Date:			

ATTACHMENT 5: RESPONSE TO ADMINISTRATIVE REQUIREMENTS

The Bidder must indicate agreement to each of the Administrative Requirements in the table below as described in Section, ADMINISTRATIVE REQUIREMENTS DOCUMENT (M). By indicating “Yes,” the Bidder affirms that it understands the requirement and agrees to comply with the requirement. Answering “No” to any of the mandatory administrative requirements in the Final Proposal will deem the Bidder non-responsive and will be the basis for rejecting the Bidder’s proposal.

IFB SECTION ADMINISTRATIVE REQUIREMENTS	Bidder Agrees Yes / No
<u>SECTION 3.2. ABILITY TO PERFORM</u>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<u>SECTION 3.3. PRIMARY BIDDER</u>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<u>SECTION 3.4. SUBCONTRACTORS</u>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<u>SECTION 3.4.1. BIDDER DECLARATION FORM (M)</u>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<u>SECTION 3.5. AMENDMENT</u>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<u>SECTION 3.6.1. FINANCIAL STABILITY</u>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<u>SECTION 3.6.2. RESPONSIBILITY CERTIFICATION (M)</u>	<input type="checkbox"/> Yes <input type="checkbox"/> No

<p align="center">IFB SECTION ADMINISTRATIVE REQUIREMENTS</p>	<p align="center">Bidder Agrees Yes / No</p>
<p><u>SECTION 3.7. INCORPORATION OF EVAQ REQUIREMENTS</u></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p><u>SECTION 3.8.1. GENERAL PROVISIONS - TELECOMMUNICATIONS (Rev. 09/19/2019)</u></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p><u>SECTION 3.13. SOCIOECONOMIC PROGRAMS</u></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p><u>SECTION 3.14. PRODUCTIVE USE REQUIREMENTS</u></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p><u>SECTION 3.14.1. CUSTOMER IN-USE</u></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p><u>SECTION 3.14.2. HARDWARE/ EQUIPMENT</u></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

ATTACHMENT 6: BIDDER DECLARATION GSPD 05-105

ATTACH THE BIDDER DECLARATION GSPD-05-105 AS [ATTACHMENT 6: BIDDER DECLARATION GSPD 05-105](#).

The Bidder Declaration GSPD-05-105 and its instructions are available as a fill and print PDF at:

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

ATTACHMENT 7: DVBE DECLARATIONS

ATTACH THE STD 843, DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS AS EXHIBIT [ATTACHMENT 7: DVBE DECLARATIONS](#).

The STD. 843, Disabled Veteran Business Enterprise Declarations and its instructions are available as a fill and print PDF at:

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

ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES

THE BIDDER MUST COMPLETE ALL SECTIONS BELOW AND SUBMIT WITH ITS PROPOSAL.

1. SMALL BUSINESS PREFERENCE:

Bidder must check the appropriate box from the choices below.

SMALL BUSINESS PREFERENCE	
<input type="checkbox"/>	I am a DGS certified Small Business and claim the Small Business Preference. My DGS Small Business certification number is:
<input type="checkbox"/>	I have recently filed for DGS Small Business Preference but have not yet received certification, but I am claiming the Small Business Preference.
<input type="checkbox"/>	I am not a DGS certified Small Business, but 25% or more of the revenue from the award will go to DGS certified Small Business subcontractors performing a Commercially Useful Function and therefore I am claiming the preference. <i>Bidder must complete and submit Exhibit: GSPD-05-105 BIDDER DECLARATION, indicating the percentage of the revenue that will be received by each DGS certified Small Business subcontractor. The form can also be found at the following link:</i> http://www.documents.dgs.ca.gov/pd/poliproc/Master-Biddeclar08-09.pdf
<input type="checkbox"/>	I am not claiming the DGS Small Business Preference.

2. DVBE INCENTIVE:

Bidder must check the appropriate box from the choices below.

DVBE INCENTIVE:	
<input type="checkbox"/>	I am a DGS certified DVBE. A copy of my STD. 843 form is attached.
<input type="checkbox"/>	I have recently filed for DGS DVBE certification, but have not yet received certification.
<input type="checkbox"/>	<p>I am not a DGS certified DVBE, but a percentage of the revenue will be going to DGS certified DVBE Subcontractors performing a Commercially Useful Function, and therefore I am claiming the DVBE incentive.</p> <p><i>Bidder must submit a Exhibit: GSPD-05-105 BIDDER DECLARATION, indicating the percentage of the revenue that will be received by each DGS certified DVBE subcontractor. Bidder must also submit an EXHIBIT, STD 843 DVBE DECLARATIONS, for each DVBE subcontractor, signed by the DVBE owner/manager. The form can be found on the following link:</i></p> <p>http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf</p>
<input type="checkbox"/>	I am not claiming the DVBE incentive.

3. ADDITIONAL BIDDING PREFERENCES:

The Bidder shall check the appropriate box from the choices below.

ADDITIONAL BIDDING PREFERENCES:	
<input type="checkbox"/>	I am not claiming the TACPA preference.

ADDITIONAL BIDDING PREFERENCES:

I am claiming the TACPA bidding preference.

Bidder must submit TACPA PREFERENCE REQUEST FORMS. The forms can be found on the following link:

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-a-Target-Area-Contract-Preference>

Name of Bidder: _____

Signature and Date: _____

ATTACHMENT 9: COMMERCIALLY USEFUL FUNCTION (CUF) CERTIFICATION

THE BIDDER MUST COMPLETE AND SUBMIT WITH ITS PROPOSAL.

Bidder Name: _____

Subcontractor Name (submit one form for each SB/DVBE (prime and/or subcontractor(s)) : _____

Mark all that apply:

DVBE: Small Business: Micro Business: N/A:

All certified small business (SB), micro business (MB), and/or DVBE Contractors, subcontractors or suppliers must meet the commercially useful function requirements under Government Code Section 14837 (for SB), Military and Veterans Code Section 999 (for DVBE), and Title II California Code of Regulations, Section 1896.4 and 1896.62.

Answer questions 1-5 below, as they apply to your company for the goods and/or services being acquired in this solicitation. A California certified SB, MB, or DVBE business must be deemed to perform a Commercially Useful Function (CUF) by meeting **ALL** of the following CUF requirements for Contract award consideration.

CUF Requirements			
1.	Is responsible for the execution of a distinct element of the resulting Contract.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.	Carries out its obligation by actually performing, managing, or supervising the work involved.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.	Performs work that is normal for its business services and functions.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.	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. If this is a SERVICE with NO goods involved, check N/A and go to #5.	Yes <input type="checkbox"/>	No <input type="checkbox"/> or N/A <input type="checkbox"/>

CUF Requirements			
5.	Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

If the answer to any of the five (5) questions is “NO” (except for #4 when marked with “N/A”), may result in your proposal being deemed non-responsive.

The Bidder must provide a written statement below detailing the role, services and goods the subcontractor(s) will provide to meet the commercially useful function requirement. If the Bidder is not claiming a SB or DVBE, indicate “Not claiming a preference” in the box below.

Written Statement or Statement of No Claim

At the State’s option prior to award, the Bidder may be required to submit additional written clarifying information.

By signing this form, the undersigned Bidder certifies that the Certified Small Business or DVBE satisfies the Commercially Useful Function requirement, and will provide the role, services, and/or goods stated above.

Signature, Name and Title
Bidder Signature:

Signature, Name and Title

Bidder Printed/Typed Name and Title:

ATTACHMENT 10: TACPA PREFERENCE REQUEST FORMS

ATTACH THE TACPA PREFERENCE REQUEST FORMS AS [ATTACHMENT 10: TACPA PREFERENCE REQUEST FORMS](#).

Bidders wishing to take advantage of this preference will need to review the website below and submit the appropriate response forms as [ATTACHMENT 10: TACPA PREFERENCE REQUEST FORMS](#), with Final Proposal.

The required applications/forms are as follows:

- TACPA (Std. 830)
- Bidder's Summary of Contract Activities and Labor Hours (DGS/PD 525)
- Manufacturer Summary of Contract Activities and Labor Hours (DGS/PD 526).

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-a-Target-Area-Contract-Preference>

ATTACHMENT 11: SOLICITATION SUBMISSION CHECKLIST

(This attachment is not required to be submitted with your solicitation response.)

Has your firm submitted the following Exhibits?

- [ATTACHMENT 3: INTENT TO BID](#)
- [ATTACHMENT 4: CONFIDENTIALITY STATEMENT](#)

Does your Final Proposal follow the format specified in Section 6?

- Packaged and labeled as identified in [SECTION 6. PROPOSAL/BID FORMAT AND SUBMISSION REQUIREMENTS](#).
- Provided in the number of copies and formatted as identified in [SECTION 6. PROPOSAL/BID FORMAT AND SUBMISSION REQUIREMENTS](#).
- No cost data is provided in any documents other than in [EXHIBIT B: COST WORKSHEETS](#).

Is your Final Proposal provided in the following order, as identified in Section 6?

Volume 1: Response to Administrative Requirements

- Table of Contents
- Cover letter with original signature and information as specified in [SECTION 3.10. COVER LETTER \(M\)](#)
- [ATTACHMENT 3: INTENT TO BID](#)
- [ATTACHMENT 4: CONFIDENTIALITY STATEMENT](#)

- [ATTACHMENT 5: RESPONSE TO ADMINISTRATIVE REQUIREMENTS](#)
- [ATTACHMENT 6: BIDDER DECLARATION GSPD 05-105](#)
- [ATTACHMENT 7: DVBE DECLARATIONS](#)
- [ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES](#)
- [ATTACHMENT 9: COMMERCIALLY USEFUL FUNCTION \(CUF\) CERTIFICATION](#)
- [ATTACHMENT 10: TACPA PREFERENCE REQUEST FORMS](#)

Volume 2: Contract

Not Applicable

Volume 3: Cost

- [EXHIBIT B: COST WORKSHEETS](#)

ATTACHMENT 12: TEMPLATE FOR QUESTION SUBMITTAL

The Bidder is required to use this form when submitting questions to the Procurement Official listed in Section PROCUREMENT OFFICIAL. Instructions are as follows:

Name of Bidder – Provide the name of the bidding firm

Contact Person – Provide the name of the person to contact if the State needs clarification about the question.

Contact Email and Phone Number – Provide the email and phone number (including area code) for the listed contact person.

Q # – Sequentially number each question, always starting at one (1) for each submission.

Section/Document(s) – Identify the section or document the request pertains to, such as “Section SALES TAX.”

Page # – Identify the page number of the section/document name or title the question pertains to.

Question – Write the question in this column.

Expand or reduce the number of rows to accommodate the number of questions.

Table-1 Question Submittal Form

SOLICITATION Bidder Question Form	
Name of Bidder:	

SOLICITATION Bidder Question Form

Contact Person:

Contact Email and Phone Number:

Q #	Section/ Document(s)	Page #	Question
1			
2			
3			
4			

ATTACHMENT 13: GLOSSARY OF TERMS

1. DEFINITIONS

ADA- Americans with Disabilities Act

BAFO- Best and Final Offer

Cal eProcure- State of California online procurement system

CalOES- Governor's Office of Emergency Services

CCR- California Code of Regulations

CDT- California Department of Technology

CEEW- California Earthquake Early Warning Program

CSMIP- California Strong Motion Instrumentation Program

CUF- Commercially Useful Function

DFEH- Department of Fair Employment and Housing

DGS/PD- Department of General Services - Procurement Division

DVBE- Disabled Veteran Business Enterprise

DWR- California Department of Water Resources

EVAQ- California Electronic Vendor Application of Qualifications

FOB- Free On Board

GSPD- General Services Procurement Division

IT- Information Technology

IFB- Invitation For Bid

KAD- Key Action Dates

MVC- Military and Veterans Code

OSDS- Department of General Services Office of Small Business and DVBE Services

OSHPD- Office of Statewide Health Planning and Development

PCC- Public Contract Code

PO- Purchase Order

RFP- Request for Proposal

SMIP- Strong Motion Instrumentation Program

SMIP ITP- Strong Motion Instrumentation Program (SMIP)

SOW- Statement of Work

STP- Statewide Technology Procurement

TACPA- Target Area Contract Preference Act

EXHIBIT A: DELIVERABLES TABLE

1. Deliverables

Deliverables are separated into the respective project below:

Hospital Instrumentation (M)

Qty	Description	P/N
3	Kinometrics High Resolution Central Recording System (24-ch), consists of: * Obsidian High Dynamic Range IP Aware Multi-channel Recorder * Galvanized steel NEMA 4 Enclosure including harness and mounting hardware * 6 x 4-channel Terminal Strip Interface Board * Built-in GPS, built-in PTP * Parallel data recording/mirroring and/or automatically offloading on an external USB thumb drive (USB not included) * 110 VAC/12VDC Battery Charger and power cord * Low Power & Temperature Disconnect AC relay, for AC/DC battery charger control by Obsidian * Internal Wiring NOTE: No batteries to be included	Dolomite+ 24ch
3	Kinometrics Cable, Molded, Console/USB Device	853762
3	Kinometrics Cable, Molded, Ethernet, M12	853608
3	Kinometrics Cable, Molded, Modem, M12	853609
48	Kinometrics EpiSensor Uniaxial Accelerometers 4G	ES-U2
48	Kinometrics Cable - 6ft cable with mating connector attached	503536-PL

Earthquake Early Warning Project (M)

Qty	Description	P/N
70	Kinometrics 24-Bit 3+1 Channel Accelerograph, includes: * Built-in Internal Triaxial EpiSensor Accelerometer Deck * 32 Gbyte SDHC Data Memory * 4 Gbyte SDHC System Memory * Built in POTS Modem * IP Network Aware * Built in GPS receiver with 25m antenna cable * PTP Master or Slave * 3 x USB Host, 1 x USB Device, 3 x RS-232, 1 x 10/100 Ethernet Port, 1 x DFS Port * EEW Ready* Sample rate: 4/8/12 channel unit up to 5000 sps	114160-PL
30	Kinometrics Cable, Molded, Console/USB Device	853607
30	Kinometrics Cable, Molded, Modem, M12	853609
70	Kinometrics Cable, Molded, Ethernet, M12	853608
70	Kinometrics Cable, Molded, Time I/O Pwr, M12	853612
70	Kinometrics Cable, AC Power Supply with lug for Battery & Charging	112259-PL
70	Kinometrics Power Mating Connector	852174
70	Digi TransPort WR21 - 4G LTE North America, Dual Ethernet, RS-232	WR21-M52B-DE1-SB
70	Digi Accessory Kit - DC Power (DC Power Cord, 2-LTE Antennas, Ethernet Cable)	76002059

CSMIP Instrumentation (M)

Qty	Description	P/N
9	<p>Kinematics High Resolution Central Recording System (16-ch), consists of:</p> <ul style="list-style-type: none"> * Obsidian High Dynamic Range IP Aware Multi-channel Recorder * Galvanized steel NEMA 4 Enclosure including harness and mounting hardware * 4 x 4-channel Terminal Strip Interface Board * Built-in GPS, built-in PTP * Parallel data recording/mirroring and/or automatically offloading on an external USB thumb drive (USB not included) * 110 VAC/12VDC Battery Charger and power cord * Low Power & Temperature Disconnect AC relay, for AC/DC battery charger control by Obsidian * Internal Wiring <p>NOTE: No batteries to be included</p>	Dolomite+ 16ch
6	<p>Kinematics High Resolution Central Recording System (12-ch), consists of:</p> <ul style="list-style-type: none"> * Obsidian High Dynamic Range IP Aware Multi-channel Recorder * Galvanized steel NEMA 4 Enclosure including harness and mounting hardware * 8 x 4-channel Terminal Strip Interface Board * Built-in GPS, built-in PTP * Parallel data recording/mirroring and/or automatically offloading on an external USB thumb drive (USB not included) * 110 VAC/12VDC Battery Charger and power cord * Low Power & Temperature Disconnect AC relay, for AC/DC battery charger control by Obsidian * Internal Wiring <p>NOTE: No batteries to be included</p>	Dolomite+ 12ch

Qty	Description	P/N
1	<p>Kinometrics High Resolution Central Recording System (32-ch), consists of:</p> <ul style="list-style-type: none"> * Obsidian High Dynamic Range IP Aware Multi-channel Recorder * Galvanized steel NEMA 4 Enclosure including harness and mounting hardware * 8 x 4-channel Terminal Strip Interface Board * Built-in GPS, built-in PTP * Parallel data recording/mirroring and/or automatically offloading on an external USB thumb drive (USB not included) * 110 VAC/12VDC Battery Charger and power cord * Low Power & Temperature Disconnect AC relay, for AC/DC battery charger control by Obsidian * Internal Wiring <p>NOTE: No batteries to be included</p>	Dolomite+ 32ch
1	<p>Kinometrics High Resolution Central Recording System (8-ch), consists of:</p> <ul style="list-style-type: none"> * Obsidian High Dynamic Range IP Aware Multi-channel Recorder * Galvanized steel NEMA 4 Enclosure including harness and mounting hardware * 8 x 4-channel Terminal Strip Interface Board * Built-in GPS, built-in PTP * Parallel data recording/mirroring and/or automatically offloading on an external USB thumb drive (USB not included) * 110 VAC/12VDC Battery Charger and power cord * Low Power & Temperature Disconnect AC relay, for AC/DC battery charger control by Obsidian * Internal Wiring <p>NOTE: No batteries to be included</p>	Dolomite+ 8ch
17	Kinometrics Cable, Molded, Ethernet, M12	853608
35	Digi TransPort WR21 - 4G LTE North America, Dual Ethernet, RS-232	WR21-M52B-DE1-SB
35	Digi Accessory Kit - DC Power (DC Power Cord, 2-LTE Antennas, Ethernet Cable)	76002059

EXHIBIT B: COST WORKSHEETS

1. COST WORKSHEETS

a) Refer to the Excel Workbook file on Cal eProcure labeled, "[EXHIBIT B: COST WORKSHEETS](#)" for submission of your Cost Data.

b) The cost worksheets shall be completed in accordance with the instructions in the [SECTION 5. COST](#) and [SECTION 6. PROPOSAL/BID FORMAT AND SUBMISSION REQUIREMENTS](#). Cost worksheets shall be submitted with the Bidder's Final Proposal in [SECTION 6.5.3. VOLUME 3: COST](#).

EXHIBIT C: General Provisions eVAQ 19-001 (rev.9-19-2019)

See attached file: General Provisions eVAQ 19-001 (rev. 9-19-2019).pdf