

**INVITATION FOR BID
Notice to Prospective Bidders**

August 30, 2024

The California Department of Veterans Affairs, hereafter referred to as "CalVet", is inviting you to participate in this Invitation for Bid (IFB) No. 24HS0005, entitled Alarm Monitoring & Equipment Repair Services

This IFB contains a list of Key Action Dates in Section C, and Bid Requirements and Information (see Page 3, Table of Contents).

While a Disabled Veteran Enterprise (DVBE) goal is not required for this IFB, DVBE participation is encouraged; and, the DVBE Incentive and Small Business Preferences do apply. See Section D, Special Programs, in this IFB for requirements. In submitting your bid, you must comply with all instructions and requirements contained herein.

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This IFB package includes the following documents and shall be included in the final bid submission:

1. Notice to Prospective Bidders
2. Bidder's Checklist
3. Bid/Bidder Certification Sheet
4. Bid Rate Sheet
5. Payee Data Record - STD 204 (and STD 205, if applicable)
6. Bidder Declaration - GSPD-05-105
7. Commercially Useful Function Certification Form
8. California Disabled Veteran Business Enterprise Program Requirements
9. Darfur Contracting Act
10. Disabled Veteran Business Enterprise (DVBE) Declarations – DGS PD 843
11. Contractor Certification Clauses (CCC 4/2017)
12. Sample Standard Agreement (STD 213):
 - a. Exhibit A – Scope of Work
 - b. Exhibit B – Budget Detail and Payment Provisions
 - c. Sample Exhibit B-1 – Rate Sheet
 - d. Exhibit D – Special Terms and Conditions & Additional Provisions
13. STD 1000 – GenAI Disclosure and Factsheet

The following documents are incorporated by reference and are available on the internet at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>. Bidder may request an electronic copy of these documents by contacting the assigned contract analyst listed below.

1. Exhibit C - General Terms and Conditions for Private Contractors (GTC 04/2017).
2. Standard Contractor Certification Clauses (CCC 04/2017)

Upon award, the Contractor shall be required to provide the following Insurance Requirements as listed in Exhibit D

It is the opinion of CalVet that this IFB is complete and without need of explanation. This IFB can be made available in a text-only format as a disability-related reasonable accommodation compliant with the California Government Code and Americans with Disabilities Act (ADA).

Please note that no verbal information given will be binding upon CalVet unless such information is issued in writing as an official addendum. If you have questions or should you need any clarifying information, the contact person for this IFB is:

Mohammad Sharif, Contract Analyst
California Department of Veterans Affairs
1227 O Street
Sacramento, CA 95814
Phone: (916) 503 - 8012
Email: Mohammad.Sharif@calvet.ca.gov

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A) PURPOSE AND DESCRIPTION OF SERVICES

The California Department of Veterans Affairs is seeking qualified vendors to contract for Alarm Monitoring & Equipment Repair Services. The contractor is responsible for meeting all of the licenses and certifications required to perform the scope of services set forth in this solicitation.

B) BIDDER MINIMUM QUALIFICATIONS

Bidder qualifications and licensing requirements (if any) are specified below and/or in Exhibit A. Unless otherwise stated, Bidder shall meet all qualifications and licensing requirements at the time of the public bid opening.

C) BID REQUIREMENTS AND INFORMATION

1) Key Action Dates

The following dates are set forth for informational and planning purposes only and are subject to change:

IFB Available to Prospective Bidders	Date: August 30, 2024
Deadline for Questions	Date: September 04, 2024 Time: 05:00 PM
Deadline for Responses to Questions	Date: September 09, 2024 Time: 05:00 PM
Final Date for Submission of Bid	Date: September 12, 2024 Time: 05:00 PM
Bid Opening	Date: September 13, 2024 Time: 11:00 AM
Proposed Award Date	Date: January 1, 2025 or Upon Approval
Term Start Date	Date: January 1, 2025
Term End Date of Agreement	Date: December 31, 2027

2) Question and Answer Period

Any questions regarding this IFB must be submitted in writing by, via email to the Contract Analyst listed on Page 2 of this IFB. All questions must be received prior to the deadline for questions. Emails should include the individual's name, firm name, address, and must reference IFB #. All answers will be posted on the Cal eProcure website. It is the responsibility of the Bidder to check the California State Contract Register at <https://caleprocure.ca.gov/pages/index.aspx> when inquiring about an addendum, questions, answers, and any other posts related to this IFB.

3) Packaging and Submittal Instructions

- All proposals and cost information must be submitted and received by the CalVet by the Final Date for Submission of Bid as identified in Section C)1) – Key Action Dates.
- Bids must be submitted via e-mail to: Mohammad.Sharif@calvet.ca.gov.
- The e-mail submittal format is the following:

1. The subject line of the submittal e-mail must read, "Response to CalVet Solicitation: 24HS0005"
2. The body of the e-mail must read:

DO NOT OPEN
Solicitation # 24HS0005
CalVet Central Business Office
ATTENTION: Mohammad Sharif

Bidders are ultimately responsible for ensuring timely receipt of their bid. Bidders may verify receipt of a bid by contacting the CalVet Contract Analyst identified in the cover letter of this IFB.

- d) Bidders are solely responsible for understanding the scope of work and all requirements, terms, conditions, evaluation criteria, etc., before submitting a bid. If the language is unclear or ambiguous, it is Bidder's responsibility to request clarification or assistance before submitting a bid. Please note that no verbal information shall be binding upon the State unless the State issues such information in writing as an official addendum. If the IFB is modified prior to the final bid submission date, the State shall issue an addendum to all bidders that received a bid package. By virtue of submitting a bid, Bidder is accepting the terms and conditions expressed herein. Costs incurred for developing bids and in anticipation of award of the Agreement are the responsibility of Bidder and shall not be charged to the State.
- e) Bidder may modify a bid after its submission by withdrawing the original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, shall not be considered.
- f) Bidder's bid may be withdrawn from consideration by submitting a written withdrawal request to the State, signed by Bidder or an authorized agent prior to the public bid opening. The bid is binding once it is opened by the State and may not be withdrawn without cause.

4) Evaluation and Selection

- a) All bid packages properly received according to the IFB Instructions on or before the bid due date and time shall be publicly opened and the rates read on the date and time specified in Section C)1), Key Action Dates.

Bidders who plan to attend the virtual public bid opening must notify the CalVet Contract Analyst listed in the cover letter of this IFB at least three (3) business days before the date of the public bid opening Section C.1, Key Action Dates, Bid Opening. If Bidder and/or Bidder's representative require reasonable accommodation to participate in the Public Bid Opening, Bidder must contact the CalVet Contract Analyst identified in this package and identify what reasonable accommodation(s) is required for Bidder to participate

- b) CalVet will evaluate each bid to determine compliance and adherence to all IFB requirements, as well as verification of calculations. CalVet reserves the right to request clarification of any documents submitted with this bid regarding any and/or all sections of the IFB.
- c) In the event of a precise tie between the lowest responsible bid of a certified small business and a certified disabled veteran owned small business, the contract must be awarded to the disabled veteran owned business per the Department of General Services (DGS) State Contracting Manual (SCM), Section 8.21C. If a tie persists between any Bidders after the small business preference is applied, a coin toss or lot drawing shall be used to determine the contract award. The coin toss or lot drawing shall be officially witnessed and all affected bidders shall be advised of the tiebreaker method and invited to attend.

- d) Bids that contain false or misleading statements, or which provide references that do not support an attribute condition claimed by the bidder, may be rejected.
- e) No bid shall be considered unless the rate is submitted on the designated Rate Sheet and Bidder Certification form is in conformance with the submission requirements of this IFB.
- f) The bid must be submitted for the entire activity described herein. CalVet does not accept alternate contract language from a prospective contractor. A bid with such language shall be considered a counter proposal and shall be rejected. Additionally, bids may be rejected if the bid proposal shows any alterations of form, additions not called for, a conditioned or incomplete bid, or erasures and/or irregularities of any kind. Any bid amounts changed after the amounts are originally inserted **MUST** be initialed in original ink by Bidder.
- g) CalVet reserves the right to reject any and all bid submittal packages and/or waive any immaterial deviations in a bid submittal package and/or allow a Bidder to remedy any immaterial deviations in their bid submittal package. CalVet reserves the right to determine what constitutes an immaterial deviation in Bidder's bid submittal package. The State's waiver of an immaterial deviation shall in no way modify the IFB document or excuse Bidder from full compliance with all requirements if awarded an Agreement.
- h) CalVet is not required to award an Agreement resulting from this IFB.
- i) If a previous Agreement with a prospective bidder was terminated for cause, CalVet reserves the right to hold a responsibility hearing before awarding the Agreement to determine if the bidder is responsible. The bid may be rejected if CalVet deems, at the conclusion of the responsibility hearing, that the bidder is not responsible.

5) Awards

- a) The award of an Agreement, if it is to be awarded, shall be made to the lowest responsible Bidder whose bid complies with all requirements prescribed herein. In the event Bidder submits more than one (1) bid under this bid process, CalVet shall select the lowest bid and reject all other bids from this Bidder.
- b) Whenever an Agreement is awarded under a procedure which provides for competitive bidding, but the Agreement is not to be awarded to the low bidder, the low bidder shall be notified by electronic mail, facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the Agreement.
- c) CalVet reserves the right to award up to One (1) Agreements per Home to Bidders that submit complete bids. In the event of a tie, the agreement will be awarded via coin toss.
- d) Notice of the Intent to Award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the Agreement, if requested in writing by any bidder who submitted a bid.
- e) Upon receipt of a tentative award, the apparent winning Bidder must return all required documents to the contract analyst within thirty (30) days of receipt. Failure to do so will result in the disqualification of the bidder's submission. A tentative award will then be issued to the next lowest responsive responsible bidder.

6) Protests

- a) If any bidder, prior to the award of Agreement, files a written protest with the Department of General Services, Office of Legal Services (DGS/OLS), 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605 or Email at OLSProtests@dgs.ca.gov and the California Department of Veterans Affairs on the grounds that the (protesting) bidder is the lowest responsive responsible bidder,

the Agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.

- b) Within five (5) days after filing the initial protest, the protesting bidder shall file with the DGS and the awarding agency, a detailed written statement specifying the grounds for the protest. The written protest must be sent to the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite #7-330, West Sacramento, CA 95605 and Email at OLSProtests@dgs.ca.gov. A copy of the detailed written statement should be mailed to the awarding agency. It is suggested that you submit any protest by certified or registered mail.

7) Disposition of Bids

- a) Upon bid opening, all documents submitted in response to this IFB will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
- b) Bid packages may be returned only at the bidder's expense, unless such expense is waived by the awarding agency.

8) Agreement Execution and Performance

- a) The successful bidder(s) shall enter into an Agreement with CalVet prepared on a State of California Standard Agreement (STD 213 form, sample attached) and shall include Exhibits A, B, B1 and D. The approval of an Agreement is contingent upon timely receipt and the State's acceptance of the Contractor's certificates of insurance, bonds, licenses, permits and other required documents.
- b) This Agreement is not valid unless and until approved by DGS or, under its delegated authority, CalVet. CalVet has no legal obligation unless and until the Agreement is approved. Any work commenced by the Contractor prior to approval may be considered voluntary and the Contractor may have to pursue claim for payment by filing with the California Victim Compensation and Government Claims Board. When the Agreement is fully approved, a copy shall be forwarded to Contractor.
- c) In the event the Bidder is party to an Agreement awarded in a prior CalVet bid for the same services and a contract award is made to Bidder as a result of this IFB, CalVet shall pay for services using rate(s) in the prior Agreement for the period of time up to and including the term end date of that Agreement. The only exception to this provision occurs when the rate(s) in a subsequent agreement is lower than those of the primary agreement; CalVet then has the sole right to determine which rate(s) will be applied.
- d) In the event an awarded Contractor fails to commence work at the agreed upon time, CalVet, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to CalVet for the difference between Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another contractor.
- e) All performance under the agreement shall be completed on or before the termination date of the Agreement.

D) SPECIAL PROGRAMS

1) Disabled Veterans Business Enterprise (DVBE) Program

- a) DVBE Participation Program with **No** Goal

While a DVBE goal is not required, DVBE participation is encouraged, and the DVBE Incentive will apply to this IFB as described below.

- b) It is the intent of the California Legislature that every State procurement authority honor California's disabled veterans by taking all practical actions necessary to meet or exceed the Disabled Veteran Business Enterprise participation goal of a minimum of three percent (3%) of total contract value. The Disabled Veteran Business Enterprise (DVBE) Certification and Outreach Branch program was created for this purpose. Under Senate Bill 115, Section 999.5, an incentive program was established.
- c) For instructions on how to document DVBE Program Requirements, please refer to California Disabled Veteran Business Enterprise Program Requirements.
- d) DVBE Incentive: The DVBE Incentive Program applies to this solicitation. It is separate from the DVBE Participation Program and was established in Military and Veterans Code Sections 999 et seq., and Title 2, California of Regulations, Sections 1896.99 (2 CCR Section 1896.99) et seq., to encourage bidders to partner with DVBE subcontractors.

The incentive is used only for evaluation purposes to arrive at the successful bidder and does not alter the amounts of the actual bid. CalVet shall apply a DVBE Bid incentive to bids that propose California certified DVBE participation as identified on the **Bidder Declaration, GSPD-05-105**, and confirmed by the State. The DVBE incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation.

Any responsive and responsible bidder with the confirmed DVBE participation per the Table below is eligible to receive the incentive. Bidders who are not responsive and responsible regardless of the amount of DVBE participation are not eligible to receive the incentive.

The following percentages will apply for awards based on low price:

Confirmed DVBE Participation of:	DVBE Incentive Percentage:
5% or over	5%
4% to 4.99% inclusive	4%
3% to 3.99% inclusive	3%
2% to 2.99% inclusive	2%
1% to 1.99% inclusive	1%

Application of the DVBE incentive CANNOT displace a California Certified Small Business.

- e) Contractor understands and agrees that should award of this contract be based in part on their commitment to use the DVBE subcontractor(s) identified in their bid or offer, per Military and Veterans Code 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.
- f) Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC § 999.9; Public Contract Code (PCC) § 10115.10, or PCC § 4110 (applies to public works only).
- g) Pursuant to Government Code 14841, upon completion of the contract for which a commitment to achieve small business (SB) or DVBE participation was made, the contractor shall report to the awarding department the actual percentage of SB/DVBE participation that was achieved.
- h) Withhold: Prime contractors (prime) must submit a complete and accurate Prime Contractor's Certification – DVBE Subcontracting Report (STD 817) – upon contract completion. Ten thousand dollars (\$10,000) shall be withheld from the final payment, or full payment if less than \$10,000, until contract manager(CM) receives an accurate and complete STD 817. (MVC §999.7)If prime fails to

provide an accurate and complete STD 817, CM notifies prime and allows up to 30 calendar days for prime to remedy the situation. The withhold becomes permanent if the prime:

- Refuses to submit the STD 817;
- Fails to correct or complete the STD 817 within the 30-day deadline; or,
- Fails to make all payments due to the listed DVBE sub [MVC §999.5(d)(4)]

2) Small Business Preferences

- a) Current law encourages state departments to first consider a Small Business Enterprise (Small)/ Micro-business Enterprise (Micro) for contracting opportunities. CalVet is committed to supporting Small/Micro business participation in state contracting and seeks to use certified Small/Micro businesses whenever possible. A Small/Micro business enterprise is defined as a business certified by the Office of Small Business and DVBE Services (OSDS) in which:
- I) The principal office is located in California
 - II) The officers are domiciled in California
 - III) The business is independently owned and operated
 - IV) The business, with any affiliates, is not dominant in its field of operation and:
 - (a) For Small Business, either:
 - (i) The business, together with any affiliates, has 100 or fewer employees and averaged annual gross receipts of \$15,000,000 or less over the previous three years, or
 - (ii) The business is a manufacturer with 100 or fewer employees.
 - (b) For Micro Business, either:
 - (i) The business, together with any affiliates, has 25 or fewer employees and averaged annual gross receipts of \$5,000,000 or less over the previous three years, or
 - (ii) The business is a manufacturer with 25 or fewer employees.
- b) Section 14835, et seq., of the California Government Code requires that a five percent (5%) preference be given to bidders who qualify as a Small/Micro business enterprise. The rules and regulations of this law are contained in Title 2, California Code of Regulations Section 1896, et seq. A copy of the regulation is available upon request.
- c) To claim the Small/Micro business preference, which may not exceed \$50,000 for any bid, Bidder's firm must have a completed application (including proof of annual receipts) on file with the DGS, Procurement Division, OSDS, by 5:00 p.m. on the date bids are opened, and receipt verified by such office. Therefore, if Bidder is a Small/Micro business, but is not certified, it is to Bidder's advantage to become certified. For certification and preference approval process information, contact the OSDS by telephone at (916) 375-4940 or access the OSDS Internet website at <https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Office-of-Small-Business-and-Disabled-Veteran-Business-Enterprise/Certification-Program>
- d) If upon verification of Bidder's Small/Micro business status it is determined Bidder is not a certified Small/Micro business enterprise, Bidder's business shall be classified as a large business which shall preclude Bidder's bid from receiving the five percent (5%) Small/Micro business preference.
- e) Pursuant to Title 2, California Code of Regulations Section 1896, et seq., and Government Code Section 14838, et seq., a bid preference of five percent (5%) is available to a responsive non-small business claiming no less than twenty-five percent (25%) Small/Micro business subcontractor participation with one or more Small/Micro businesses. This preference is considered only if the tentative low bidder is not a certified Small/Micro business. In granting the Non-Small Business Subcontractor (NSBS) preference, no bid price shall be reduced by more than \$50,000. This preference cost adjustment is for computation purposes only and does not alter the actual cost offered by Bidder. To be eligible for the NSBS preference, the business must complete the following forms:
- I) Non-Small Business Subcontractor Preference Request

II) Small Business Subcontractor/Supplier Acknowledgement

- f) Pursuant to Military and Veteran Code Section 999.50 et seq., Nonprofit Veteran Service Agencies (NVSAs) claiming Small/Micro business preference and verified as such in the relevant category or business type, shall be granted a preference of five percent (5%) of the lowest responsive bid, if the lowest responsive bid is submitted by a bidder not certified as a Small/Micro business. In granting Small/Micro business preference to NVSAs, no bid shall be reduced by more than \$50,000. The preference cost adjustment is for computation purposes only and does not alter the actual cost offered by Bidder. To be eligible for the NVSA Small/Micro business preference, the business concern must:
- I) Request preference at the time of bid submission; and
 - II) Have a completed application on file with DGS, OSDS by 5:00 p.m. on the date bids are due.

E) REQUIRED DISCLOSURES

1) Commercially Useful Function

If Bidder is a California certified small business in accordance with Government Code Sections 14837(d)(1)(2), Bidder must address specific aspects of the legislation that requires certified small businesses to perform a commercially useful function as defined in Government Code Sections 14837(d)(4)(A)(B). A Commercially Useful Function Certification (CUF) form is attached to this solicitation.

2) Darfur Contracting Act

Effective January 1, 2009, contracts for Non-Information Technology (Non-IT) goods or services must address the requirements of the Act. The Act was passed to preclude State agencies generally from contracting with "SCRUTINIZED" companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in PCC Section 10475.

A SCRUTINIZED company is a company doing business in Sudan as defined in PCC Section 10476. SCRUTINIZED companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for Non-IT goods or services (PCC Section 10477(a)). PCC Section 10478(a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a SCRUTINIZED company in order to submit a bid or proposal to a State agency. A SCRUTINIZED company may still, however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from the DGS according to the criteria set forth in PCC Section 10477(b).

3) Contractor Certification Clauses

The Contractor Certification Clauses (CCC) may be downloaded from the Internet at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>. An original, signed copy of page 1 must be submitted with the bid. Failure to submit a signed CCC shall delay approval of this Agreement.

4) Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection

of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State

5) Generative Artificial Intelligence (GenAI) Disclosure Notification

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Bidder / Offeror / Contractor must notify the State in writing if their solution or service includes, or makes available, any GenAI, including GenAI from third parties or subcontractors.

The State has developed a [GenAI Reporting and Factsheet \(STD 1000\)](#) to be completed by the Bidder / Offeror / Contractor .

Failure to submit the GenAI Reporting and Factsheet (STD 1000) will result in disqualification of the Bidder / Offeror / Contractor.

Failure to report GenAI to the State may void any resulting contract. The State reserves its right to seek any and all relief it may be entitled to as a result of such non-disclosure.

Upon receipt of a Bidder / Offeror / Contractor GenAI Reporting and Factsheet (STD 1000), the state reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the state.

F) REQUIRED ATTACHMENTS

All required documents are listed on Attachment 1, Bidder's Checklist, and must be included when submitting a bid.