




Request for Quotation

<u>DUE DATE</u> April 24 th , 2025						
SUPPLIER NAME AND ADDRESS						
SUPPLIER CONTACT: PHONE: SUPPLIER NUMBER:		BU # 7760	SOLICITATION # 24-244656	DATE 04/17/2025	DELIVERY DATE <u>As Specified</u>	PAGE 1 of 31
NAME (PRINT)		REQUISITION. NO. RITM0244656		AGENCY BILLING CODE 030035		AGENCY PURCHASE EST NO.
F.O.B. DESTINATION UNLESS BID STATES OTHERWISE		% CASH DISCOUNT FOR PAYMENT WITHIN ____ DAYS SEE REQUIRED PAYMENT DATE OF THE GENERAL PROVISIONS PARAGRAPH 30.		SHIP TO: 707 3rd Street, MS 401, West Sacramento, CA 95605		ARE YOU CLAIMING PREFERENCE AS A CALIFORNIA CERTIFIED SMALL BUSINESS? Y <input type="checkbox"/> NO <input type="checkbox"/> IF YES, MANUFACTURER? Y <input type="checkbox"/> NO <input type="checkbox"/> ARE YOU A NON-SMALL BUSINESS CLAIMING AT LEAST 25% SMALL BUSINESS SUBCONTRACTOR PREFERENCE? Y <input type="checkbox"/> NO <input type="checkbox"/>
TITLE		FOR FURTHER INFORMATION, CONTACT: PROCUREMENT OFFICIAL: <u>Spencer Morton</u> PHONE: (279) 799-4662 EMAIL: <u>Spencer.Morton@dgs.ca.gov</u>				SECTION 14835 ET SEQ. OF THE CALIFORNIA GOVERNMENT CODE REQUIRES THAT A 5% PREFERENCE BE GIVEN TO BIDDERS WHO QUALIFY AS A SMALL BUSINESS OR BIDDERS WHO QUALIFY AS A NON-SMALL BUSINESS CLAIMING AT LEAST 25% CALIFORNIA CERTIFIED SMALL BUSINESS PARTICIPATION. FOR REQUIREMENTS SEE TITLE 2, CALIFORNIA CODE OF REGULATIONS, SECTION 1896, ET SEQ. THE REQUIREMENTS FOR NONPROFIT VETERAN SERVICE AGENCIES QUALIFYING AS A SMALL BUSINESS ARE CONTAINED IN SECTION 999.50 ET SEQ. OF THE MILITARY AND VETERANS CODE.
SIGNATURE DATE		<u>Return to:</u> <u>Spencer Morton</u> <u>Spencer.Morton@dgs.ca.gov</u> <u>(279) 799-4662</u>				
EMAIL ADDRESS						
TELEPHONE NUMBER FAX NUMBER						
FEDERAL EMPLOYER IDENTIFICATION NUMBER						
Bidder offers and agrees if this response is accepted within 45 calendar days from the date of opening to furnish all of the items upon which prices are quoted, at the prices set opposite each item, delivered at the designated point(s) by the method of delivery and within the times specified above and subject to the attached General Provisions. DECLARATIONS UNDER PENALTY OF PERJURY: By signing above, with inclusion of the date of signature, the above signed bidder DECLARES UNDER PENALTY OF PERJURY under the laws of the State of California as follows: (1) (STATEMENT OF COMPLIANCE). The above signed has complied with the non-discrimination program requirements of Government Code 12990 and Title 2, California Administrative Code Section 8103, and such declaration is true and correct. (2) the National Labor Relations Board declaration set forth in Paragraph 51 of the General Provisions is true and correct. (3) If a claim is made for the small business preference, the information set forth within is true and correct.						

Solicitation **24-244656** is being conducted by the Department of General Services. Office of Business and Acquisition Services on behalf of the Department of General Services (DGS) Office of Fiscal Services for the purchase of **AssurePay Cloud Subscription and Printers** reflected in the Statement of Work, Attachment 1 and Cost Worksheet, Attachment 5.

KEY ACTION DATES

Request for Quotation (RFQ) Release:
Last day to submit questions:
RFQ Due:

April 17th, 2025
April 22nd, 2025
April 24th, 2025

SOLICITATION

Solicitation is also referred to as an EVENT in Cal eProcure.

PROCUREMENT OFFICIAL

The Procurement Official is the state's designated authorized representative regarding this procurement. Bidders are directed to communicate with the Acquisition Analyst listed below to submit questions, deliver proposals, and submit all other formal correspondence regarding this procurement.

METHOD OF AWARD

This solicitation shall be awarded on an "All or None" basis, by individual group, or by individual line item, whichever is deemed by the State to be in its best interest. The award will be made to the lowest responsive and responsible bidder meeting all administrative and technical requirements, terms, and conditions of this solicitation. For a group to be considered for award, all items in the group must be bid.

In the event of a tie, a coin toss will be a permissible tiebreaker. Such event will be conducted by the procurement official and observed by a state employee as witness.

RESPONSIVE BIDDER

A supplier provides a bid response that is compliant with solicitation requirements and indicates performance without material deviation from the terms and conditions of the proposed contract.

RESPONSIBLE BIDDER

A supplier who is responsible and submits a responsive bid is one who clearly indicates compliance without material deviation from the solicitation's terms and conditions and who possesses the experience, facilities, reputation, financial resources and other factors existing at the time of contract award.

ADDITIONAL TERMS AND CONDITIONS

The state objects to and will not evaluate or consider any additional terms or conditions submitted by a bidder. This applies to any language appearing in documents attached as part of the bidder's response. In signing and submitting a bid, the bidder agrees that any additional terms and conditions whether submitted intentionally or inadvertently, shall have no force or effect. Bids with terms and conditions attached may be subject to rejection.

FINANCING

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS \$Mart and/or Lease \$Mart). If payment is via the financial marketplace, the Supplier will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State.

QUESTIONS REGARDING THE RFQ

Bidders requiring clarification of the intent or content of this RFQ or on procedural matters regarding the competitive RFQ process may request clarification by submitting questions by the date(s) identified in the key action dates or two days prior to the bid due date (if no key action dates), to Acquisition Analyst identified in this RFQ. If a Bidder submits a question after the scheduled date(s), the State will attempt to answer the question but does not guarantee that the answer will be prior to the bid due date.

Note: Answers to all questions will be posted via an Event/Solicitation Addendum

Acquisition Analyst: Spencer Morton

Email: Spencer.Morton@dgs.ca.gov

REQUEST TO CHANGE REQUIREMENTS OF THE RFQ

Bidders may request to change requirements of the RFQ if the Bidder believes that one or more of the RFQ requirements is onerous, unfair, or imposes unnecessary constraints on the Bidder in proposing less costly or alternate solutions. The Bidder shall submit recommended change(s) and facts substantiating the recommended change by the date(s) identified in the key action dates or two days prior to the bid due date (if no key action dates), in an email clearly marked "Request to Change Requirements of RFQ 24-244656" to the Acquisition Analyst and identified in this RFQ.

ATTACHMENTS

The following documents are attached, or attached by reference, and part of this solicitation:

1. Exhibit A – Statement of Work of Four (4) Pages; Include all other exhibits here
 - a. Exhibit A, Attachment 1 – DGS IT Infrastructure Standards and Guidelines – Public of Five (5) Pages
 - b. Exhibit B – Budget Details and Payment Provisions of Two (2) Pages
 - c. Exhibit B, Attachment 1 – Cost Worksheet of Two (2) Pages
 - d. Exhibit C – Cloud Computing Services – General Provisions of One (1) Page
 - e. Exhibit D – Special Terms and Conditions of Four (4) Pages
 - f. Exhibit D, Attachment 1 – Bidders Declaration Form of One (1) Page
2. Bidder's Instructions (GSPD-451) of six (6) pages, dated 11/09/2011**
<https://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/DGSPD%20451.pdf>
3. Cloud Computing Service General Provisions of forty (44) pages, dated 02/20/2025** [General Provisions – Cloud Computing Services GSPD-ITGP \(Cloud\)](#)
4. Bidder Declaration Form (GSPD-05-105 REV 08/09) of two (2) pages**
<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>
5. California Disabled Veteran Business Enterprise (DVBE) Bid Incentive Instructions of three (3) pages, dated 09/03/09** <https://www.dgs.ca.gov/-/media/10D6B9D24A5E4D0CB6DB27FCA1572CC2.ashx>
6. Disabled Veteran Enterprise Declarations (Std. 843) of one (1) page, dated 09/2019 ** (if applicable)
<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd/843.pdf>
7. Postconsumer-Content Certification Form (CalRecycle 74) of two (2) pages, date 01/10**
<https://www.calrecycle.ca.gov/docs/cr/buyrecycled/stateagency/forms/calrecycle74.pdf>
8. Payee Data Record (STD. 204) of two (2) pages**
<https://www.documents.dgs.ca.gov/dgs/FMC/PDF/Std204.pdf>

** These documents are incorporated by reference and located at the link provided.

PRICES

Pricing shall be all inclusive. Only the prices/charges submitted in the bid response shall be accepted and included in the awarded contract.

For the purpose of this bid, only bids quoted F.O.B. Destination, Freight Prepaid, will be accepted. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract. International shipments will be Delivered Duty Paid (DDP). Import Costs, duties, taxes, value added tax or any other transportation or customs costs will not be paid by the State unless expressly included and itemized in the Contract.

The sales tax rate applied should be based on the rate of the area where the product is to be delivered, unless the deliverable is a vehicle, in which case the sales tax rate applied should be based on the rate where the vehicle will be registered with the California Dept. of Motor Vehicles (DMV).

All freight charges over \$50 require a supporting prepaid freight bill prior to freight payment.

CALIFORNIA SELLER'S PERMIT

Bidders must provide their California retailer's seller's permit or certification of registration and, if applicable, the permit or certification of all participating affiliates, issued by the California Department of Tax and Fee Administration (CDTFA), pursuant to all requirements as set forth in Sections 6487, 7101 and Sections 6452.1, 6487.3, 18510 of the Revenue and Taxation Code, and Section 10295.1 of the Public Contract code. In order to expedite the process of verifying the validity of the permit, provide the CDTFA permit number in the space provided below (or attach a copy of the permit with your bid.)

For instructions on how to obtain a California Sellers Permit number or register to do business in the State of California, visit the California Department of Tax and Fee Administration website at www.cdtfa.ca.gov.

Retailer's Seller's Permit Number: _____

POSTCONSUMER-CONTENT CERTIFICATION

State agencies are required to report purchases in many product categories. In order to comply with those requirements, bidders are required to complete and return the attached Postconsumer-Content Certification form (CalRecycle 74) with their bid response.

BIDDER DECLARATION FORM

All bidders must complete the Bidder Declaration Form GSPD-05-105 and include it with the bid response. When completing the declaration, bidders must identify all subcontractors proposed for participation in the contract; this includes equipment manufacturers, equipment distributors and resellers. **A subcontractor is any person, firm, corporation, or organization contracting to perform any part of the prime's contract.** Bidders awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract.

If claiming the non-small business subcontractor preference, the form must list all the California small businesses with which you commit to subcontract in an amount of at least twenty-five percent (25%) of the net bid price. All certified small businesses must perform a "commercially useful function" in the performance of the contract as defined in Government Code Section 14837 (d)(4).

PROHIBITION ON TAX DELINQUENTS BIDDING (AB 1424)

Public Contract Code section 10295.4 provides that a state agency shall not enter into any contract for goods or services with a contractor whose name appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. This section applies to contracts executed on or after July 1, 2012. The Franchise Tax Board (FTB) and the California Department of Tax and Fee Administration (CDTFA) will post and periodically update lists of the 500 largest tax delinquencies on their websites as required by law. Starting on July 1, 2012 prior to executing contracts state agencies must check the FTB and CDTFA lists to ensure the proposed awardee/vendor is not on either list. If the proposed awardee is on either list, the bid may be considered non-responsive.

GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) DISCLOSURE

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

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

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

Upon notification by a Bidder/Offeror of GenAI as required, the state reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the state.

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

CALIFORNIA CERTIFIED SMALL BUSINESS AND PREFERENCE(S) INFORMATION

SMALL BUSINESS PREFERENCES AND CERTIFICATION

Bidders claiming the small business preference must be certified by California as a small business or must commit to subcontract at least twenty-five percent (25%) of the net bid price with one or more California certified small businesses. Small Business Nonprofit Veteran Services Agencies (SB/NVSA) prime bidders meeting requirements specified in the Military and Veterans Code Section 999.50 et seq. and obtaining a California certification as a small business are eligible for the five percent (5%) small business preference. If applicable, claim the preference in the box on the right hand side of the first page of this solicitation.

Completed certification applications and required support documents must be submitted to the Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. on the bid 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.

SMALL BUSINESS REGULATIONS

The Small Business regulations, located in the California Code of Regulations (Title 2, Division 2, Chapter 3, Subchapter 8, Section 1896 et seq.), concerning the application and calculation of the small business preference, small business certification, responsibilities of small business, department certification, and appeals are revised, effective 9/09/04. The new regulations can be viewed at <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>. Access the regulations by clicking on the “Small Business Regulations” in the right sidebar. For those without internet access, a copy of the regulations can be obtained by calling the Office of Small Business and DVBE Services (OSDS) at (916) 375-4940.

SMALL BUSINESS PARTICIPATION REPORTING REQUIREMENTS

Per Government Code 14841, if a contract/purchase order is awarded from this solicitation with a commitment from the prime bidder to achieve small business participation, the contractor must within sixty (60) days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in this agreement) report to the awarding department the actual percentage of small business participation achieved.

NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE

A five percent (5%) bid preference is available to a non-small business claiming twenty-five percent (25%) California Certified small business subcontractor participation. If applicable, claim the preference in the box on the right hand side of the first page of this solicitation.

If claiming the non-small business subcontractor preference, the bid response must include a list of the small business(es) with which you commit to subcontract in an amount of at least twenty-five percent (25%) of the net bid price with one of 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 Section 14837(d)(4). The required list of California certified small business subcontracts must be attached to

the bid response and must include the following: 1) subcontractor name, 2) address, 3) phone number, 4) a description of the work to be performed and/or products supplied, 5) and the dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor.

Bidders claiming the five percent (5%) preference must commit to subcontract at least twenty-five percent (25%) of the net bid price with one 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 5:00 p.m. on the bid 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.

DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE INFORMATION

DVBE PARTICIPATION REQUIREMENTS

The Department elects to waive the DVBE program requirements in this solicitation, but opts to include the DVBE Incentive. To be considered for the incentive, bidders must complete and return the Bidder Declaration GSPD-05-105 (03/15), the DVBE Declarations, STD. 843 (5/2006), and signed, written confirmation (described below). The California DVBE Bid Incentive Instructions (09/03/09) include information about the DVBE incentive.

Supplier agrees to provide verification, in a form agreed to by the state, that DVBE subcontractor participation under this agreement is in compliance with the goals specified at the time of award of contract/purchase order, or with any subsequent amendment.

DVBE COMPLIANCE AND VERIFICATION

Written Confirmation:

If for this agreement the winning bidder makes a commitment to achieve DVBE participation, a written confirmation from each DVBE subcontractor identified on the Bidder Declaration must be provided. The written confirmation **must** include the solicitation number and be signed by the Bidder and DVBE subcontractor(s). The written confirmation shall include but is not limited to the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment and total amount to be paid to the DVBE.

Failure to submit signed confirmations shall render the bid non-responsive. If further verification is necessary, the state will obtain additional information to verify compliance with the above requirements.

Disabled Veteran Business Enterprise Declarations (Std. 843):

Per the Military and Veterans Code Section 999.2, this form must be completed and signed by all disabled veteran owner(s) and disabled veteran manager(s) when a DVBE contractor or subcontractor will provide materials, suppliers, services or equipment. The completed form should be included with the bid response. Should the form not be included with the IFB, contact the State contracting official or obtain a copy online from the Department of General Services, Procurement Division, Office of Small Business and DVBE Services (OSDS) website at <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

At the State's option prior to award, bidders may be required to submit additional written clarifying information. Failure to submit the requested written information as specified may be grounds for bid rejection.

DVBE PARTICIPATION REPORTING REQUIREMENTS

If for this agreement the winning bidder makes a commitment to achieve DVBE participation, upon completion of the awarded contract, the Contractor must certify to the awarding department all of the following:

- The total amount the Contractor received under the contract.

- The name and address of the DVBE that participated in the performance of the contract and the contract number.
- The amount and percentage of work the Contractor committed to provide to one or more DVBE under the requirements of the contract and the amount each DVBE received from the Contractor.
- That all payments under the contract have been made to the DVBE(s). Upon request by the awarding department, the Contractor shall provide proof of payment for the work.

STD 817 shall be used for Contractor's certification and provided to the State's Contract Administrator. STD 817 is located at the following internet site:

<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std817.pdf>

DVBE SUBCONTRACTOR SUBSTITUTION

The supplier understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran business Enterprise (DVBE) subcontractor(s) identified in their bid offer, per Military and Veterans Code section 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. 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 section 999.9; Public Contract Code (PCC) section 10115.10.

SPECIFICATION COMPLIANCE

The bidder must indicate below if the product or products offered on this bid complies in all respects with the Attachment 1, SOW.

YES _____ NO* _____

If the bidder has indicated that the product offered does not comply in all respects with the attached specifications, they are to list below, in detail, any and all deviations.

**If the product does not comply you may request modifications, revisions, or possible alternatives to be reviewed PRIOR to the bid submission date by submitting your request to the Procurement Official. Any deviations listed below may cause your bid to be deemed non-compliant.*

LIST DEVIATIONS/SUBSTITUTIONS:

RESPONSE CHECKLIST

The following checklist identifies the applicable items that must be completed and returned in order to be evaluated for award:

- ☐ Signed State of California – DGS Office of Business and Acquisition Services - solicitation document (with all fill-in spaces completed)
- ☐ Cost Worksheet of one (1) page
- ☐ Bidder Declaration Form (GSPD-05-105 REV 03/15) of two (2) pages
- ☐ Disabled Veteran Enterprise Declarations (Std. 843) of one (1) page, dated 05/2006 (if applicable)
- ☐ DVBE signed, written certification (if applicable)
- ☐ Postconsumer-Content Certification Form (CalRecycle 74) of two (2) pages, dated 1/10
- ☐ Payee Data Record (Std. 204)

- ☐ California Civil Rights Laws Certification (if applicable)
- ☐ Seller Permit Information

Failure to return any of these items with your bid response may result in your bid being considered non-responsive.

The following items must be returned with the bid response only if your intention is to claim the applicable bidder preference, if you are not claiming the preference you are not obligated to fill out and/or return any of the following forms.

- ☐ Target Area Contract Preference Act (TACPA), request form (Std. 830).
- ☐ Manufacturer's Summary, form (DGS/PD 525) for goods only.
- ☐ Bidder's Summary, form (DGS/PD 526) for goods and services.

Note: The State makes no warranty that the checklist is a full and comprehensive listing of every requirement specified in the RFQ. Checking off the items on the checklist does not establish your firm's intent nor does it constitute responsiveness to the requirement(s). The checklist is only a tool to assist participating bidders in compiling their final bid response. Bidders are encouraged to carefully read the entire RFQ. The need to verify all documentation and responses prior to the submission of final bids cannot be over emphasized.

BID SUBMISSION

E-mail bids are required for this solicitation and shall be sent to Spencer.Morton@dgs.ca.gov The state makes no warranty that following these instructions will ensure a compliant submission. Bidders are required to carefully read the solicitation document and adhere to any other submission requirements. If there is a question regarding how to submit a bid, contact the Procurement Official listed on the first page of the solicitation document for assistance.

Note: Bidders must be registered in CaleProcure as a Vendor in order to receive an awarded PO without the risk of additional processing time. To award a PO to a bidder that is not registered in CaleProcure as a Vendor requires the upload of a Payee Data Record (STD. 204). For more information, go to:
<https://caleprocure.ca.gov/pages/index.aspx>

AWARD NOTIFICATION

If you would like to receive notification of the bid results and intended awardee, please include a "Notice of Intent to Award" request along with your submitted bid.

AWARD OF CONTRACT

Award of contract, if made, will be in accordance with the RFQ information on Evaluation to a responsible bidder whose bid complies with all the requirements of the RFQ documents and an addenda thereto, except for such immaterial defects as may be waived by the State. Award, if made, will be made within forty-five (45) days after the scheduled date for Contract Award as specified in the RFQ; however, a bidder may extend the offer beyond 45 days in the event of a delay of contract award.

The State reserves the right to determine the successful bidder(s) either on the basis of individual items or on the basis of all items included in its RFQ, unless otherwise expressly provided in the State's RFQ. Unless the bidder specifies otherwise in its bid, the State may accept any item or group of items of any bid. The State reserves the right to modify or cancel in whole or in part it's RFQ.

Written notification of the State's intent to award will be made to all bidders. If a bidder, having submitted a bid, can show that its bid, instead of the bid selected by the State, should be selected for contract award, the bidder will be allowed five (5) working days to submit a Notice of Intent to Protest, according to the instructions contained in the paragraph titled "Protests" of this RFQ.

PROTESTS

Any bidder's issues regarding solicitation requirements must be resolved (or attempts to resolve them must have been made) before a protest may be submitted according to the procedure below. These issues will first be resolved by the contact for the solicitation or if they result in a protest, the protest will be submitted to DGS Procurement Division Deputy Director to hear and resolve issues and whose decision will be final.

If a bidder has submitted a bid which it believes to be responsive to the requirements of the RFQ and to be the bid that should have been selected according to the evaluation procedures in the solicitation and the bidder believes the State has incorrectly selected another bidder for award, the bidder may submit a protest of the selection as described below. Protests regarding selection of the "successful bidder" will be heard and resolved by the Victim Compensation and Government Claims Board whose decision will be final.

All protests of award must be made in writing, signed by an individual authorized to bind the bidder contractually and financially, and contain a statement of the reason(s) for protest; citing the law, rule, regulation or procedure on which the protest is based. The protester must provide facts and evidence to support the claim. Protests must be mailed or delivered to:

Street and Mailing Address:

Deputy Director
Procurement Division
707 Third Street, Second Floor South
West Sacramento, CA 95605
Facsimile No.: (916) 375-4611

All protests to the RFQ or protests concerning the evaluation, recommendation, or other aspects of the selection process must be received by DGS Procurement Division Deputy Director as promptly as possible, but not later than the date indicated in the Notification of Intent to Award. Certified or registered mail must be used unless delivered in person; in which case the protester should obtain a receipt of delivery.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

24-244656

PURCHASING AUTHORITY NUMBER (If Applicable)

7760

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

CONTRACTING AGENCY NAME

Department of General Services - Office of Fiscal Services

CONTRACTOR NAME

TBD

2. The term of this Agreement is:

START DATE

TBD

THROUGH END DATE

TBD

3. The maximum amount of this Agreement is:

TBD

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	4
Exhibit A, Attachment 1	DGS IT Infrastructure Standards and Guidelines	5
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit B, Attachment 1	Cost Sheet	2
Exhibit C *	Cloud Computing Services – General Provisions	1
Exhibit D	Special Terms and Conditions	4
Exhibit D, Attachment 1	Bidders Declaration Form	1

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

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

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

CONTRACTOR

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

TBD

CONTRACTOR BUSINESS ADDRESS

TBD

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TBD

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

SCO ID: 7760-24244656

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

24-244656

PURCHASING AUTHORITY NUMBER (If Applicable)

7760

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of General Services

CONTRACTING AGENCY ADDRESS

707 3rd Street

CITY

West Sacramento

STATE

CA

ZIP

95605

PRINTED NAME OF PERSON SIGNING

TBE

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EXHIBIT A
SCOPE OF WORK

The State of California (State), Department of General Services (DGS), Office of Fiscal Services (OFS), is tasked with providing a wide range of accounting and budgeting support services critical to the operations of DGS Programs and Client Agencies. To provide these services, OFS is procuring AssurePay Cloud application (SaaS) subscription, required hardware and implementation services from Contractor for printing official checks.

1. PROJECT SUMMARY

- A. The Contractor will provide functional and technical implementation services to OFS regarding AssurePay Cloud software to generate electronic payments and manage their paper check printing process. This will include the following:
1. Provide Applicable Software Licenses
 2. Provide Two (2) TROY 4001dn MICR 1T/0I/110V Printers
 3. Provide 3 Year Same Day Service for the Printer
- B. The services will be performed at the following location:
- The Ziggurat
707 3rd Street, MS 401
West Sacramento, CA 95605
- C. The rates specified in Exhibit B, Attachment 1, Cost Sheet, shall stay in effect for the entire Agreement term.
- D. The anticipated term of the contract is 36 months.

2. PROJECT REPRESENTATIVES

- A. The Contract Representatives during the term of this Agreement will be:

Representatives	OFS Contract Administrator	Contractor's Contract Administrator
Name and Title:	TBE	TBD
Address:		
City, State, Zip:		
Phone Number:		
E-mail Address:		

- B. The State reserves the right to identify an OFS Designated Representative in the absence of the OFS Contract Administrator.
- C. Any changes in Contractor's Contract Administrator must be immediately reported in writing to the OFS Contract Administrator or OFS Designated Representative.

3. QUALIFICATION REQUIREMENTS

- A. Technicians providing services must be regularly employed by the Contractor.

4. PERFORMANCE DETAILS

- A. The Contractor agrees that personnel performing work under this contract will maintain confidentiality in premise regarding OFS routines, exposed written or graphic material, sensitive information, and alarm codes, etc. The Contractor will not allow access to non-public areas to unauthorized individuals. Admittance to non-public area; is restricted only to employees of the Contractor who have been assigned to this location. Failure to adhere to this requirement will result in immediate termination.
- B. The Contractor will keep in confidence and safeguard all confidential information obtained during the term of the contract. The Contractor agrees to protect the privacy, confidentiality and security of all documents containing personal and confidential information. The Contractor agrees to discuss confidential information only in the workplace and only for job related purposes and will not discuss such information outside of the workplace or within hearing of other people who do not have a need to know about the information. Contractor's responsibility to confidentiality extends to the personnel employed by the contractor and continues even after the contract has ended. In the event of a breach or a threatened breach of confidentiality, the State will pursue disciplinary action including, but not limited to, the termination of the agreement
- C. All performance under the agreement shall be completed on or before the termination date of the agreement.

5. SERVICE DETAILS

A. Work Days, Hours and State Holidays

- 1. The State's normal business hours are: Monday through Friday, 8:00 a.m. to 5:00 p.m. (PT), excluding observed State holidays. All scheduled services under this Agreement shall be completed within normal business hours (unless approved in writing and in advance by the OFS Contract Administrator or OFS Designated Representative). Any unapproved hours of work will be considered performed at Contractor's own expense.
- 2. Contractor shall not be regularly scheduled for services on observed State holidays. Current observed State holidays are New Year's Day, Martin Luther King, Jr. Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day.

B. Scheduling of Work

- 1. After the Agreement has been approved, Contractor shall confer with the OFS Contract Administrator or OFS Designated Representative in a start-up meeting.
- 2. Annual services shall be coordinated with the OFS Contract Administrator or OFS Designated Representative with the first annual service occurring no later than 365 calendar days from Agreement execution. Annual services thereafter shall be provided no more frequently than 300 calendar days from completion of the previous same annual service and as coordinated with the OFS Contract Administrator or OFS Designated Representative.
- 3. During the term of this Agreement, and notwithstanding the described hours and calendar schedule, the OFS Contract Administrator or OFS Designated Representative and Contractor shall mutually agree in writing to modify workdays or hours to reasonably accommodate the completion of work.

C. Building Security

1. The State shall have and exercise full and complete control over granting, denying, withholding or terminating building clearances for Contractor's personnel.
2. Contractor's staff shall check in with building security at building's main entrance, where they are to provide a valid State of California issued identification and will be issued a temporary pass that will be returned at the end of each day. Temporary pass shall be worn while performing services in the building and on building's grounds.
3. All Contractor's personnel shall notify the OFS Contract Administrator or OFS Designated Representative upon arrival each day and sign-in and out on the OFS Maintenance Log Book daily.
4. Contractor's staff shall be in a uniform (with a name-tag) that easily identifies them as Contractor's staff.
5. Contractor shall be responsible for all costs incurred as a result of false fire alarms or other system alarms activated by Contractor's negligence or that of its employees, material suppliers, and/or subcontractors.

D. Parking

The State does not provide parking, however, off-loading of equipment and materials may be performed at the building's loading dock if permission is obtained in advance from the OFS Contract Administrator or OFS Designated Representative and sufficient space is available.

E. Utilities

Water, electricity, elevator and restroom facilities are available free of charge while performing services associated with this Agreement. However, these facilities shall be kept clean at all times and are not to be used for anything other than their intended purpose.

F. Interference

Contractor shall make provisions to accomplish the work of this Agreement, without undue interference with the operations of the State, its tenants and visitors, or surrounding businesses and buildings.

G. Clean-Up

Contractor shall keep all work areas clean and free of debris. During progress of work and at the end of each workday, Contractor shall clean-up materials, remove from building location and discard appropriately and in accordance with any local or county ordinances. Any cleaning of equipment on State property requires the approval of the OFS Contract Administrator or OFS Designated Representative.

6. WORK DETAILS

The services Contractor shall perform consists of, but is not limited to, the following:

- A. Contractor provides OFS with AssurePay Cloud software tools to generate electronic payments and manage their paper check printing process. The solution will be combining payment software,

supplies, and outsourced check printing facilities that are designed to work with clients' accounting system to provide the utmost in security, simplicity, and cost efficiency.

B. Contractor will provide the following One Time Services

1. AssurePay Cloud Onboarding (Standard/Custom)
 - i. 3,600 Checks Annually
 - ii. 3 Check Styles
 - iii. 11 Users
 - iv. 51 Accounts
 - v. No Positive Pay
 - vi. 2 Signatures
 - vii. Manual Checks
2. Service & File Upload API – One time Charge
3. AssurePay Cloud SSO Setup – Up to 10 Users
 - i. Contractor will design, implement, and test the AssurePay Cloud.
 - ii. Provide to OFS appropriate documentation and operating manuals and will update such documentation and manuals periodically as needed to reflect upgrades and other changes.
 - iii. Assist OFS with implementation and configuration of SaaS solution.
 - iv. The Contractor will complete a configuration and installation knowledge transfer to Enterprise Technology Solutions (ETS) technical staff.
 - v. Contractor will support OFS User Acceptance Testing with test environment management and defect correction.
 - vi. Contractor will provide two separate environments.
 1. Environment 1: Production
 2. Environment 2: Development, Training, and Test

C. Contractor will provide the following Annual Services

1. AssurePay Cloud Support & Maintenance – Annual (Standard/Custom)
 - i. Provide OFS and ETS with patch and upgrade support when needed.
 - ii. Contractor shall provide post-production support, monitor the OFS application environments, and recommend changes to configuration and fixes for operational efficiency.
2. AssurePay Check Import Service & File Upload API – Annual
3. AssurePay Cloud SSO – Maintenance – Up to 10 Users – Annual
4. Printer Service: 4001dn 3 Year Same Day Service

D. Contractor will provide the following Equipment

1. Two (2) TROY 4001dn MICR Printer 1T/0L/110V

EXHIBIT A, ATTACHMENT 1
DGS IT INFRASTRUCTURE STANDARDS AND GUIDELINES – PUBLIC

(rev. 2/7/2024)

Purpose

This document establishes the standards and guidelines for the California Department of General Services (DGS) information technology environment to ensure the confidentiality, integrity, and availability of technology resources. All technology procurements, projects, and efforts must comport with the below DGS Information System Standards and Product Designations.

Scope

This document applies to all Information Technology hardware, software, facilities, applications, and networks that are a part of DGS' computing resources. The specific technology categories addressed in this standard include:

1. Information Protection
2. Information Management
3. Information Distribution
4. Applications
5. Network Facility and Environment
6. Computing Resources
7. Voice Communications

DGS Information System Standards

The following DGS information system standards are requirements for all custom and commercial-off-the-shelf (COTS) system implementations. Vendor-based solutions must adhere to these standards and any vendor proposal must certify that the proposed solution will meet these standards. Exceptions to the some of the standards may be granted on a case-by-case basis for implementations that are: 1) fully vendor hosted and/or supported as evident through the vendor contract language, or 2) in the process of being upgraded to meet the standards.

General Standards

1. Solution includes Single Sign On integration with DGS Active Directory.
2. Solution executes on an Operating System that will have security patch support for at least 3 years from the date of the RFO was issued.
3. Solution must be compatible with all critical Operating System security patches within 90 days of the release of the security patch.
4. Solution must communicate over TCP/IP v4 on standard and/or clearly defined network ports. Dynamic and/or ephemeral port ranges are unacceptable.
5. The Solution's web-based user interface must be compatible with the latest version of Google Chrome and Microsoft Edge browser in either native or compatibility mode.
6. Any network servers required by the Solution that will be hosted on the DGS's network must be:
 - a. Completely compatible with VMWare vSphere 7.0 and NSX-T 3.0. There can be no physical licensing or security hardware required for the Solution's operation. For example, the Solution cannot require a USB dongle for license compliance.
 - b. MS Windows Server 2019 (or latest version) compatible. Ad hoc approval is need for version deviation.
 - c. RedHat Enterprise 7.6 and above if needed.
 - d. MS SQL Server 2019 (or latest version) compatible. Ad hoc approval is need for version deviation.

- e. Cloud based or located physically at a DGS Solution Center and allow for software updates.
7. In cases where a solution requires a direct machine interface and must be co-located with the machine, (such as machine state, yield/scrap, machine speed/temperature metrics) the computing equipment must be located in a self-contained server cabinet providing: a closed loop system for cooling, powering, protecting and housing computing equipment and allow for UPS/battery, fire suppression, and remote access.

Network Standards

The proposed solution must be able to be deployed on a converged network and meet or exceed the following network requirements:

1. ISO 35.110, Networking.
2. IEEE 802.3, Communication Standards.
3. ANSI/TIA-568-C.0, Generic Telecommunications Cabling for Customer Premises, Ed. C, Amd. 2, 08-2012.
4. ANSI/TIA-568-C.1, Commercial Building Telecommunications Cabling Standard, Ed. C, Amd. 2, 05-2012.
5. ANSI/TIA-568-C.2, Balanced Twisted-Pair Telecommunication Cabling and Components Standard, Ed. C, Err. 04-2014.
6. ANSI/TIA-568-C.4, Broadband Coaxial Cabling and Components Standard, Ed. C, 07-2011.
7. TIA-569-B (2004; Amd 1 2009) Commercial Building Standard for Telecommunications Pathways and Spaces.
8. ANSI/TIA/EIA-606-A-2002, Administration Standard for Commercial Telecommunications Infrastructure.

Security Standards

DGS uses the American National Standards Institute (ANSI) and the FIPS standards in their information management planning and operations.

1. The minimum security requirements of the system shall use National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53A, Rev 4, at the moderate level or the most recently published revision.
2. State requirements as outlined in the California State Administrative Manual Section 5300, available at: <http://sam.dgs.ca.gov/TOC/5300.aspx>
3. If remote access is used, it must also comply with State of California, Statewide Information Management Manual (SIMM) 5360-A, Telework and Remote Access Security Standard (August 2022), available at: <https://cdt.ca.gov/wp-content/uploads/2018/01/SIMM-5360A.pdf>
4. DGS/ETS staff will allow the vendor remote access and will monitor all activities of the vendor. Vendor remote access is only allowed during normal State work hours, Monday through Friday 8:00 am to 5:00 pm excluding holidays and weekends.
 - a. All data centers and remote access into those data centers must be conducted from within the continental United States per the Statewide Administrative manual (SAM) 4983.1, Cloud Computing Policy. No access outside of the continental US will be allowed.

Definitions

Each product listed below is assigned a designation of Supported Product (S), Preferred Product (P), or Limited Use(L). If no tag is specified, then the technology is considered "Supported".

1. **Preferred Product (P):** A product that is the target product of a planned upgrade or transition. While not widely deployed, it will become the future Supported Product. Information Technology support exists but may be immature or in transition.
2. **Supported Product (S):** A product that is in place in most or all instances. It should be the first choice when selecting a product, barring mitigating circumstances (such as plans to upgrade to

the next version, for example). It is the product actively supported by the Information Technology department.

3. **Limited Use Only (L):** A product for which no clear standard exists due to the role or pervasiveness of the product in the enterprise, or due to immature or fluctuating market conditions. New request for this category will require management's approval.

Identity and Access Management (IAM)

1. Azure Active Directory Service
2. Localized Active Directory
3. Azure B2C – External user management for external facing applications

Web Development technologies

4. Kendo MVC (Limited Use)
5. .NET Core
6. .NET MVC
7. HTML5 for media-intensive applications
8. Angular
9. Python
10. C#
11. Web Service, Web API
12. Bootstrap

JavaScript Libraries

13. JQuery (Limited Use)
14. React (Limited Use)
15. Any custom JavaScript is considered code and will go through the same code integration and deployment life cycle as normal .NET Code including code review, RFC, and more.
16. All JavaScript files that are included from State of California Website template

Azure Technologies

1. Azure SQL Managed Instance
2. Azure Storage Accounts
3. Azure App service
4. Azure Virtual Machine
5. Azure Monitor
6. Azure Key/Vault
7. Azure Event Grid
8. Azure App Gateway
9. Azure Container Registry
10. Redis Cache
11. Azure API Management Gateway

Payment Gateway

1. PayPoint

Integrated Mailing Service

1. O365 mail service using encrypted port

Data Encryption in Transit

Applies to all traffic whether it is internal or external.

1. For HIPAA and FTI, use 4096-bit key encryption
2. For all other data classifications, use 2048-bit key encryption

3. File Share data in-transit encryption, use SMB 3.0 or above

TLS Certificate

1. Use third party certificate for external traffic
 - a. DigiCert
2. Use the internal certificate for internal traffic
3. Use latest TLS version

Code Repository and Branching

1. Azure DevOps Service

Code Deployment and release management

1. Azure DevOps Service

Reporting Tools

1. PowerBI (US Government) i.e., <https://app.powerbigov.us>
2. PowerBI VM (Azure)
3. PowerBI on-prem - for all PowerBI reports that are consumed internally.
4. SSRS 2019 - For reports that are consumed internally. For reports that are more tabular in nature.

Web Application Hosting Platform Technology

1. Microsoft IIS 10 Web Server or above

Database

1. SQL Server 2019 or above (Latest version preferred)
2. SQL Server 2016 (Limited Use)
3. Snowflake Data Warehouse
4. Active Directory Service Account must be used for database connection unless otherwise exempt.

Database Administration tool

1. SQL Server Management Studio
2. SQL Developer (Limited Use)

Operating System

1. Windows Server 2019 or above (Latest version preferred)
2. Windows Server 2016 (Limited Use)

Data Encryption at rest

1. For HIPAA and FTI, all data at rest must be encrypted.
2. Transparent Data Encryption (TDE) must be used for Database file encryption

Document Repository

1. Microsoft SharePoint Online

Collaboration tools

1. Microsoft TEAM
2. Microsoft OneDrive for Business
3. Microsoft SharePoint Online

Data Classifications and requirements alignment

1. Compliance with Health Insurance Portability and Accountability Act (HIPAA)
2. Compliance with IRS Pub 1075
3. Compliance with CA Information Protection Act (Civil Code Section 1798 et seq)
4. Compliance with latest version of Payment Card Industry Data Security Standard (PCI-DSS)
All PCI data will be stored in the payment gateway's cloud. No PCI data shall be stored on-prem, or in any of DGS's public cloud including AWS, Azure, IBM IaaS, and Oracle Cloud.
5. Compliance with SIMM 5305-A Information Security Program Management Standard (Information Asset Categorization and Classification) for public and non-public information

Web Browser Requirements for external facing web applications

1. Microsoft Edge (Latest version)
2. Google Chrome (Latest version)
3. Firefox (Latest version)
4. Safari (Latest version)

Internal DGS Web Browser Requirement

1. Microsoft Edge
2. Firefox (Limited Use)

Accessibility (ADA compliance)

1. Web Content Accessibility Guidelines WCAG 2.0

Geographic Information System (GIS)

1. ESRI ArcGIS Enterprise & ArcGIS Pro
2. ParcelQuest

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor in accordance with the rates specified in Exhibit B, Attachment 1, Cost Sheet.
- B. Itemized invoices shall be submitted monthly in arrears of the service performed. Invoices must be submitted with the Contractor's letterhead information exactly matching the Contractor name on the Standard Agreement 213 and be signed by an authorized representative.
- C. Invoices will include:
 - 1. Contract Number
 - 2. Date of Invoice
 - 3. Date of Service
 - 4. Location of Service
 - 5. Description of Services, applicable rates and total dollar amount
 - 6. Contractor's California Certified Small Business Certification Reference Number or Disabled Veteran Business Enterprise Reference Number
 - 7. Contact phone number for billing questions
- D. The DGS Supplier Payment Page includes detailed information on how to submit invoices to DGS and how to check the status of payments:

<https://www.dgs.ca.gov/OFS/Services/Page-Content/Office-of-Fiscal-Services-Services-List-Folder/DGS-Supplier-Payment>
- E. There are 3 options for submitting invoices to DGS as follows:
 - 1. Through the Invoice Payment Portal (this is the preferred method of delivery)
https://dgs.service-now.com/dgs_ssp
 - 2. By Mail
Department of General Services
Office of Fiscal Services
707 3rd Street, MS 413
West Sacramento, CA 95605
 - 3. By Email
 - i. For the appropriate email address, please visit the DGS Supplier Payment page above and select "How to Submit Invoices to DGS"
- F. Should an invoice be disputed, Contractor will correct any/all disputed items on the invoice and resubmit the invoice as indicated above. Failure to provide and resubmit corrected invoice will result in a delay of payment. Under no circumstances will a credit memo be accepted in lieu of a corrected invoice.

2. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to the Contractor to reflect the reduced amount.
- C. This contract is subject to any additional restrictions, limitations or conditions enacted by the Legislature that may affect the provisions, terms or funding of this contract in any manner.

3. PROMPT PAYMENT CLAUSE

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

4. CONTRACTOR OVERPAYMENTS

- A. If the State determines that an overpayment has been made to the Contractor, the State will seek recovery immediately upon discovery of the overpayment by: (a) calling the Contractor's accounting office to request a refund of the overpayment amount, or (b) offsetting subsequent Contractor payments by the amount of the overpayment if Contractor repayment or credit is not received within thirty (30) days from the date of notice.
- B. If Contractor discovers it has received an overpayment, Contractor must notify the State and refund the overpayment immediately.

EXHIBIT B, ATTACHMENT 1
COST SHEET

1. ONE TIME SERVICES

Description	A	B	C
	Service Rate	Quantity	Annual Total Calculated Amount (A x B)
AssurePay Cloud Onboarding (Standard/Custom) 3,600 Checks Annually 3 Check Styles 11 Users 51 Accounts No Positive Pay 2 Signatures Manual Checks	\$	1	\$
AssurePay Check Import Service & File Upload API	\$	1	\$
AssurePay Cloud SSO Setup – Up to 10 Users	\$	1	\$
ONE TIME SERVICES TOTAL (Sum of Column C)			\$

2. ANNUAL SERVICES

Description	A	B	C
	Service Rate	Quantity per Year	Annual Total Calculated Amount (A x B)
AssurePay Cloud Support & Maintenance - Annual (Standard/Custom)	\$	1	\$
AssurePay Check Import Service & File Upload API – Annual	\$	1	\$
AssurePay Cloud SSO – Maintenance – Up to 10 Users - Annual	\$	1	\$
Printer Service: 4001dn 3YR Same Day Service	\$	2	\$
ANNUAL TOTAL (Sum of Column C)			\$
CALCULATED ANNUAL SERVICES TOTAL (Annual Total x 3)			\$

3. EQUIPMENT

Description (Purchasing)	A	B	C
	Rate	Quantity	Annual Total Calculated Amount (A x B)
TROY 4001dn MICR Printer 1T/0L/110V	\$	2	\$
EQUIPMENT TOTAL (Sum of Column C)			\$

COST SHEET SUMMARY

A		B
Table		Bid Amount
1	ONE TIME SERVICES ONE TIME SERVICES TOTAL (Sum of Column C)	
2	ANNUAL SERVICES CALCULATED ANNUAL SERVICES TOTAL (Annual Total x 3)	
3	EQUIPMENT EQUIPMENT TOTAL (Sum of Column C)	
Total Bid Amount (Sum of Column B)		

NOTE:

- The State will not pay for fees not listed on Exhibit B, Attachment 1, Cost Sheet (i.e., travel, freight, trip, tax, and/or fuel surcharges, etc.).
- Contractor shall be responsible for supplying miscellaneous materials (i.e., grease, lubrications, gloves, etc.) incidental to service, including safety materials needed or required to perform service, at no additional charge to the State.

EXHIBIT C
CLOUD COMPUTING SERVICES - GENERAL PROVISIONS

PLEASE NOTE: This page will not be included with the final contract. The Cloud Computing Services (Revised and Effective 02/20/2025) General Provisions will be included in the contract by reference to Internet site:

<https://www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/Solicitation-Documents/Attachments/IT-General-Provisions-Cloud-DGS-PD-402ITGP-Revised-02202025.pdf>

If Bidder does not have Internet access, a hard copy will be provided by contacting the Acquisitions Analyst listed on the Notice to Prospective Bidders.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. **STANDARD CONDITIONS OF SERVICE**

- A. Contractor will abide by all State and Federal laws in performance of this contract.
- B. The Contractor shall maintain all license(s) required by law for accomplishing any work required with this agreement. In the event any license(s) expire at any time during the term of this agreement, Contractor agrees to provide to the State a copy of the renewed license(s) within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s), the State may, in addition to any other remedies it may have, terminate this agreement upon occurrence of such event.
- C. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- D. If signing this contract as a sole proprietor, Contractor certifies that it is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act (8 U.S.C. § 1601 et seq.).
- E. Pursuant to Public Contract Code section 10295.4, persons or companies identified as the largest tax delinquents by the Franchise Tax Board (FTB) or the California Department of Tax and Fee Administration (CDTFA) are ineligible to enter into any contract with the state for non-IT goods or services. Any contract entered into in violation of section 10295.4 is void and unenforceable.
- F. If contract activities include collection of organic waste, the Contractor must be aware and adhere to Public Resources Code § 42649.1 et. seq. concerning organic waste recycling requirements. Organic waste includes: food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste.

2. **EXCISE TAX**

The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. California may pay any applicable sales or use tax imposed by another state.

3. **RIGHT TO TERMINATE**

- A. The State reserves the right to cancel all or a portion of the service for any reason, subject to thirty (30) days written notice to the Contractor.

- B. This agreement can be immediately terminated for cause. The term “for cause” means that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State’s notification to the Contractor.

4. RESOLUTION OF CONTRACT DISPUTES

- A. In the event of a dispute, Contractor will attempt resolution informally with the DGS Contract Administrator listed in Exhibit A with a written explanation of the situation. If the dispute persists, Contractor shall adhere to the process and timeframes identified in the dispute clause of the referenced General Provisions and submit a written demand for final decision with the FMD Deputy Director (designee for the Department Director) at the Department of General Services within ten (10) days of the failed informal resolution at the following address:

Attn: OFS Deputy Director
Department of General Services, OFS
707 Third Street, MS 401
West Sacramento, CA 95605

- B. The OFS Deputy Director shall adhere to the steps and timeframes in the dispute clause of the referenced General Provisions in order to resolve the dispute.
- C. If the Contractor is not satisfied with the decision of the OFS Deputy Director, the Contractor may appeal the decision in accordance with the process and timeframes identified in the dispute clause of the referenced General Provisions.
- D. Neither the pendency of a dispute nor its consideration by the OFS Deputy Director will excuse the Contractor from full and timely performance in accordance with the terms of the Agreement.

5. HEALTH AND SAFETY PROVISIONS

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

6. SUBCONTRACTORS

- A. Subcontracting is not allowed on this contract.

7. INSURANCE REQUIREMENT

A. General Provisions Applying to All Policies

1. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least thirty (30) days prior to the expiration of this insurance. Any new insurance must still comply to the original terms of the contract.
2. Policy Cancellation or Termination & Notice of Non-Renewal – Contractor is responsible to notify the State within 5 business days of any cancellation, non-renewal or material change that affects required insurance coverage. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
3. Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
4. Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
5. Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
6. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
7. Inadequate Insurance – Inadequate or lack of insurance does not negate the Contractor's obligations under the contract.

- B. Commercial General Liability – Contractor and any subcontractors shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limits shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit. If the aggregate applies "per project/location" it shall so state on the certificate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. **The policy must be endorsed to include the State of California, its officers, agents and employees as additional insured, but only with respect to work performed under the contract. The additional insured endorsement shall be provided with the certificate of insurance.**

- C. Automobile Liability – Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. **The policy must be endorsed to include the State of California, its officers, agents and employees as additional insured, but only with respect to work performed under the contract. The additional insured endorsement shall be provided with the certificate of insurance.**
- D. Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State.**
- E. Cyber Liability - Contractor shall maintain Cyber Liability insurance with limits of not less than \$2,000,000 for each occurrence and an annual aggregate of \$4,000,000 covering claims involving privacy violations, information theft, damage or destruction of electronic information, intentional and/or unintentional release of State and or private information, alteration of electronic information, extortion and network security. The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.
- F. Certificate of Insurance - The Contractor shall furnish a Certificate of Insurance. The Certificate of Insurance will provide the above listed liability coverages and the Certificate Holder shall read:

Department of General Services, The Ziggurat
Attn: CSS – 24-244656, OBAS
Mailstop: 508
707 Third Street
West Sacramento, CA 95605

8. RUSSIAN SANCTION ORDERS

On March 4, 2022, Governor Gavin Newsom issued Executive Order (EO) N-6-22 regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

9. NEWS RELEASES

News releases pertaining to award of, or work performed as a result of, contract may not be made without prior written approval of:

The Public Information Officer
707 Third Street, MS 101
West Sacramento, CA 95605
Phone: (916) 376-5037
Email: DGSPublicAffairs@dgs.ca.gov

EXHIBIT D, ATTACHMENT 1
SUBCONTRACTORS

Bidder Declaration, Form GSPD-05-105 shall be requested from the apparent winning bidder. A modified version of the form will be entered into the final Agreement.