



**REQUEST FOR PROPOSAL – Secondary Method
Notice to Prospective Proposers**

May 11, 2026

RFP NO.: 1026-003

TITLE: Strong-Motion Data Interpretation: Buildings

The California Strong Motion Instrumentation Program (CSMIP) of the California Geological Survey, Department of Conservation (Department) requires the services of a contractor to interpret and analyze strong-motion data on building response. You are invited to review and respond to this Request for Proposal (RFP), entitled 1026-003 Strong-Motion Data Interpretation: Buildings. In submitting your proposal, you must comply with these instructions listed herein. The Department must receive proposals by **June 29, 2026 by 1:00 PM**.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions (02/2025) and Contractor Certification Clauses (04/2017). If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of the Department, this RFP is complete and without need of explanation. However, the Department may release, in a timely manner, an addendum to this RFP. Potential proposers may submit questions regarding intent, expectations, or other topics pertaining to the actual proposal by contacting Samantha Brooks via email at: ServiceContracts@conservation.ca.gov. Questions must be received by **June 1, 2026 at 5:00 PM**. All questions received by the Department will be answered and posted to Cal eProcure by **June 8, 2026 at 3:00 PM**.

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

Samantha Brooks
Department Contracts Analyst
ServiceContracts@conservation.ca.gov

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I. Description of Services

A. Overview

As part of its annual Data Interpretation Project, the California Strong Motion Instrumentation Program (CSMIP) of the California Geological Survey, Department of Conservation (Department) requires the services of a contractor to interpret and analyze strong-motion data on building response. The Department intends to award one (1) service contract for this RFP.

In general, the goal of the CSMIP Data Interpretation Project is to further the understanding of strong ground shaking and the response of buildings and other structures, and to increase the utilization of strong-motion data in improving seismic code provisions, and seismic design practices, and post-earthquake response. Projects funded as part of the CSMIP Data Interpretation Project are unlike many other grants in that CSMIP projects are contracted with requirements and timetables for products, as opposed to more flexible research grants. CSMIP is advised by the Strong Motion Instrumentation Advisory Committee (SMIAC), a committee of the California Seismic Safety Commission.

B. Period of Performance/Available Funding

The schedule of performance of the Agreement shall be from November 1, 2026, or upon Department approval, whichever is later, through December 31, 2028. The Contractor agrees to start work no later than thirty (30) days after Department approval, or a mutually agreed upon time. The Department will award a maximum of **\$100,000** for the Agreement.

Upon mutual consent, the Department and the Contractor may execute amendments to the executed Agreement for time due to schedule conflicts. A variation of the terms (i.e. change in project representative) requires mutual consent from the Department and Contractor and may be done through email. No verbal understanding, or agreement not incorporated into the executed Agreement is binding on either party.

C. Project Representatives

Project Representatives for the Department and the Contractor will be identified in this section.

Technical Contract Officer

The Department Technical Contract Officer's responsibilities include monitoring contract progress and reviewing and approving the reports and other information delivered to the Department. The Technical Contract Officer does not have authority to issue technical direction that constitutes an assignment of additional work outside the scope of the contractor or causes a change in the total costs or time required for performance of the contract.

D. Background

The California Strong Motion Instrumentation Program (CSMIP) has instrumented more than 260 buildings in California. The materials used for the structural system of these buildings include wood, masonry, concrete and steel. The building heights range from 1 to 73 stories. These buildings were extensively instrumented with accelerometers on selected floors. The acceleration records obtained from these buildings during earthquakes are routinely integrated and processed to compute velocity, displacement and response spectra. The raw and processed data are available to the users at the Center for Engineering Strong Motion Data (CESMD; <https://www.strongmotioncenter.org>). The CESMD website allows users to search for buildings and select strong-motion records. A brief description of the lateral force resisting system and the sensor locations in each building are also available at the CESMD.

E. Work to be Performed

Contractor agrees to provide to the Department all services as described herein:

The proposed study should utilize the strong-motion data recorded from selected CSMIP instrumented buildings to further the understanding of the seismic responses of the building structures. The proposed study should contain at least one of the following objectives:

- i. To validate or improve seismic analysis procedures
- ii. To improve seismic provisions in the building code and seismic design practices
- iii. To increase utilization of strong-motion data in post-earthquake response

Other objectives of relevance to California seismic safety will be considered if their importance is clearly demonstrated in the proposal. The proposed study must utilize CSMIP data. However, the proposed study may supplement CSMIP data with other local or global buildings or ground response data if necessary.

The following five (5) components are required in your response (no page limit):

a. Problem Statement

A clear and concise statement of the specific objectives to be accomplished in the proposed study. The proposed approach for accomplishing these objectives should be clearly described. The proposers should review previous studies and explain how the proposed study will build on the results of previous related studies.

b. Vision

A brief list of existing strong-motion records and other information appropriate for the proposed study. Availability of strong-motion data and other pertinent information for the project's needs should be identified and discussed.

c. Overview of Research Tasks

A brief discussion and analysis of the strong-motion data for the proposed study.

The analysis techniques that will be applied to the data should be described.

d. Research Plan

A work schedule detailing the tasks, milestones and deadlines (incorporating progress reporting requirements provided in Exhibit B).

e. Final Report and Result Dissemination

A plan for submittal of the final report and dissemination of the results, including preparation of the final report and presentation at CSMIP seminars held during the contract term (described in the Progress and Final Reports section).

F. Progress and Final Reports

Reports: The Contractor agrees to prepare the following reports during the course of the Agreement:

1. **Progress Reports:** Four progress reports are to be submitted. These progress reports will be due at approximately four (4) month increments from the contract start date. These will summarize progress and typically not be over two (2) pages in length.
2. **SMIAC Meetings:** To review the progress and assist the Contractor in the project work, the Contractor will be requested to present the project progress in the meetings of the SMIAC. CSMIP staff may also meet with the Contractor to review the project progress.
3. **Seminar:** Project reporting for the Agreement includes participation by the Contractor in two CSMIP Data Utilization Seminars to be held in California. The date and location of the seminars will be determined by SMIAC, and the Contractor will be notified before the seminars. The seminars are a forum for the presentation of project results to members of SMIAC and its subcommittees, to State and local government officials, and to engineers and seismologists involved in the reduction of earthquake hazard in California. To accompany the presentation, a fifteen (15) page paper is to be submitted to CSMIP **ten (10) days prior to each seminar**. The paper will be published in the seminar proceedings. Travel costs necessary to attend the seminars are to be included in the Contractor's budget. It is required that the Contractor makes the presentation at the seminars.
4. **Final Report:** The final report on the results of the project shall be prepared according to a standard format to be provided by CSMIP. The report will include a page summarizing the results. The Contractor shall submit by **October 1, 2028** the draft final report for review by CSMIP and SMIAC. Comments shall be provided on the draft report, and the Contractor shall forward to CSMIP a copy of the final report by **December 31, 2028**, incorporating all reasonable alterations and additions requested. CSMIP intends to publish the report, at CSMIP expense, as part of a standard CSMIP Data Interpretation Report Series.

G. Dissemination of Results

The Contractor is encouraged to disseminate data interpretation results to the scientific and engineering communities through papers in refereed technical journals. The State may publish, reproduce, and use technical information developed as a result of the Agreement in any manner and for any purpose, without limitation, and may authorize others to do the same.

Publications:

All reports containing work performed during the project period shall include the following statement:

“The contents of this report were developed under Contract No. 1026-003 from the California Department of Conservation, California Geological Survey, Strong Motion Instrumentation Program. However, these contents do not necessarily represent the policy of that agency or endorsement by the State Government.”

Papers and journal articles shall include the following statement:

“Supported by the California Department of Conservation, California Geological Survey, Strong Motion Instrumentation Program Contract No. 1026-003.”

H. Settlement of Disputes

Any dispute regarding the terms or performance of this Agreement should be resolved informally between the Contractor and the Department Project Representative. If the Contractor and the Department cannot resolve the dispute informally within ten (10) business days, the matter shall be elevated to the Contractor’s Chief Executive Officer (or their designee) and to the Department Division Head (or their designee) for joint resolution.

I. Contractor Evaluation

Within sixty (60) days of completion of the Agreement, the Contractor’s performance will be evaluated by the Department. The Department shall document the performance of the Contractor in doing the work or in delivering the services or which the contract was awarded. If the Contractor did not satisfactorily perform the work or services specified in the contract, the Department shall place one (1) copy of the unsatisfactory form in the contract file and send one (1) copy of the form to the Department of General Services, Office of Legal Services (DGS/OLS) within five (5) working days of completion of the evaluation.

Upon filing an unsatisfactory evaluation with DGS/OLS, the Department shall notify and send a copy of the evaluation to the Contractor within fifteen (15) days. The Contractor shall have thirty (30) days to submit a written response to the evaluation by the Department.

J. 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.

K. Generative Artificial Intelligence Technology Use & Reporting

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

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

L. Schedule of Performance

Deliverable	Due Date
To be Determined	To be Determined
To be Determined	To be Determined
To be Determined	To be Determined
To be Determined	To be Determined

II. Budget Detail and Payment Provisions

A. Invoicing and Payment

Payment for services performed under the Agreement will be made upon receipt of an acceptable invoice. The Contractor shall invoice the Department by way of progress payments. Invoices may be submitted not more frequently than once in a month to:

Department of Conservation
715 P Street, MS 1901
Sacramento, CA 95814
ATTN: TBD

An acceptable invoice must include:

- Date(s) of work performance
- Contractor's name and address
- Department's name and address
- Department Agreement number
- Appropriate itemization, that matches the Budget Detail

Progress payments will be made for services performed under the Agreement, not less than fifteen percent (15%) of the contract amount shall be withheld pending final completion of the Agreement and receipt and acceptance by the Department required under the Agreement.

Please note that invoices not submitted to one of the above listed addresses run the risk of not being received by the appropriate unit for processing or the appropriate unit not being aware that an invoice has been submitted. To ensure an invoice is received for processing and to start the Prompt Payment process, it must be delivered to one of the addresses listed above.

The Department will verify and approve or disapprove the invoice item(s). If the Department does not approve the invoices item(s), the Department will dispute the invoice, per Prompt Payment Act, and provide opportunity to the Contractor to resolve the dispute.

B. Budget Contingency Clause

It is mutually agreed that if the State Budget Act of the current year and/or any subsequent years covered under the Agreement does not appropriate sufficient funds for the program, the 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 the Agreement and the Contractor shall not be obligated to perform any provisions of the Agreement.

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 the Agreement with no liability occurring to the State or offer an Agreement amendment to the Contractor to reflect the reduced amount.

C. Prompt Payment Clause

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

III. Proposer Minimum Qualifications

In order for proposals to be considered responsive, Proposers must provide proof of meeting or exceeding the below minimum qualifications:

- Statement of Qualifications that includes resumes and lists of pertinent publications of the principal investigator and other team members including any subcontractors who will be involved in the project and a statement of the roles they are to perform.
 - Relevant experience and expertise of team members in the proposed work should be clearly stated and demonstrated.
 - Team members must have knowledge in understanding the ground motions generated by earthquakes, or the response of buildings and other structures to the earthquake shaking.
 - Demonstrate familiarity with the seismic design code provisions and design practices.
 - Have at least three years of experience in the analysis and application of strong-motion data.

IV. Insurance Requirements

1. CERTIFICATE OF INSURANCE

Contractor shall comply with all requirements outlined in the (1) General Provisions and (2) Insurance Requirements sections outlined herein. No payments will be made under the contract until Contractor fully complies with all requirements.

a. General Provisions Applying to All Policies

- i. 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 30 days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- ii. Evidence of Coverage – The Contractor must provide the State the required Certificate of Insurance within ten (10) calendar days after notice of agreement award from the State. If the Contractor fails to provide the certificate within the specified time, the State may, at its option, determine that the Contractor is in default and annul the award of the agreement. Assessment for damages will be made.
- iii. Policy Cancellation or Termination & Notice of Non-Renewal – Contractor shall provide to the Department, within five (5) business days following receipt by contractor, a copy of any cancellation or non-renewal of insurance required by this contract. 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.

- iv. Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- v. 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.
- vi. Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management – A or better and financial size category of VII or better to the latest edition of the A.M. Best Key Rating Guide. 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.
- vii. 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.
- viii. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.
- ix. Satisfying an SIR - All policies with an SIR shall be endorsed to allow the State to satisfy the SIR or Deductible at the State's discretion. The State may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall not contain any provision that limits the satisfaction the SIR / deductible to the Named Insured. The contractor's insurer may also eliminate the SIR / deductible in favor of the State's interests.
- x. Available Coverages/Limits - All coverage and limits available to the contractor shall also be available and applicable to the State.
- xi. Subcontractors - In the case of Contractor utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insureds under Contractor and insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.
 - b. **Insurance Requirements:** The contractor shall furnish to the State evidence of the following required insurance:
 - i. **Commercial General Liability** – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury and property damage liability. 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 include the contract number and the following additional insured designation and endorsement:

“The State of California, its officers, agents, and employees are to be covered as additional insureds with respect to liability arising out of work or operations.”

The endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

- ii. **Workers Compensation and Employers Liability** – Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Policy shall provide a Waiver of Subrogation endorsement in favor of the State of California.

- iii. **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 State of California, its officers, agents, and employees are to be covered as additional insureds with respect to liability arising out of work or operations.**
- iv. **Errors and Omissions/Professional Liability** – Contractor shall maintain Professional Liability Errors and Omissions Insurance appropriate to the Contractor's profession and work hereunder, with limits not less than \$1,000,000 per occurrence or per claim and \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this agreement.
- v. If Policy is written on a claims-made basis, provide the following:
 - 1) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - 2) Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
 - 3) If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.

V. References

Provide three (3) references with a brief description of services provided. References must be provided using the attached, Bidder Reference Form. References must demonstrate the Bidders' ability to meet or exceed the minimum qualifications.

Substitute personnel must meet the same minimum qualifications as described in this RFP. During performance of the Agreement, the Contractor must request prior written approval from the Department in advance of substitutions to receive reimbursement for associated costs.

VI. Resumes of Proposer and Sub-Contractor(s)

The Proposer shall list all key personnel (i.e. Project Manager) and other personnel who will be working on the project. Include their titles, qualifications, a summary of similar work/studies performed, a resume for each professional, a statement indicating how many hours each professional will be assigned to what tasks each professional will perform.

Substitute personnel must meet the same minimum qualifications as described in this RFP. During performance of the Agreement, the Contractor must request prior written approval from the Department in advance of substitutions to receive reimbursement for associated costs.

VII. Proposal Requirements and Information

A.Key Action Dates and Times

The following schedule has been established for informational purposes. Efforts will be made to adhere to this plan, but the Department reserves the right to adjust the dates as required by circumstances. All deadline times are Pacific Time Zone.

<u>Event</u>	<u>Date</u>
RFP available to prospective Proposers	May 11, 2026 by 2:00 PM
Written Questions Submission Deadline	June 1, 2026 at 5:00 PM
Responses to Questions	June 8, 2026 at 3:00 PM
Final Date for Proposal Submission	June 29, 2026 by 1:00 PM
Reviewing and Evaluating Proposals	July 6, 2026 through August 14, 2026
Notice of Intent to Award**	August 17, 2026
Proposed Award Date**	August 26, 2026

**All dates after Submission of Final Proposals are approximate and may be adjusted as conditions indicate, without addendum to this RFP.

B. Questions and Answers

Proposers requiring clarification of the intent or content of this RFP or on procedural matters regarding the competitive proposal process may request clarification by submitting questions in an email to the Department's contact person listed on page one. To ensure a response, questions must be received in writing by the scheduled date specified in the above *Key Action Dates and Times* section. At the sole discretion of the Department, questions may be paraphrased by the Department for clarity.

Written responses to all questions will be collectively compiled and posted through an official addendum, according to the *Key Action Dates and Times* section, to the [Cal eProcure](#) website. It is the responsibility of the Proposer to check [Cal eProcure](#) for the list of questions and associated answers.

C. Response to Work to be Performed and Work Schedule Requirements

The Proposer shall develop a response to the *Work to be Performed* section, identifying each major task, necessary subtask, and/or specific milestones. It shall also include how many hours each task shall be, a list of specific objectives and the format of how the Proposer plans to meet those objectives from the *Work to be Performed* section described in this RFP. Develop a schedule for task completion with report submissions by which progress can be measured and payments made. Provide approach and methods that will be used to address each task detailed in the proposal. Proposing firms are strongly encouraged to be as specific as possible when describing their proposed approach and methods.

D. Cost Detail Format and Requirements

The cost of the proposed work shall be broken down according to the outline in the *Description of Services*. The prices, set forth, shall remain in force for the stated term of the Agreement and shall include the cost of insurance, State sales tax, travel costs, and every other item of expenses, direct or indirect, to the total proposal. The total costs of all tasks and milestones for the base proposal cannot exceed **\$100,000**. Use the Cost Sheet and Response Attachment to prepare the cost proposal.

E. Submission of Proposal

1. Proposals should provide straightforward and concise descriptions of the Proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies, or misstatements will be sufficient cause for rejection of a proposal.
2. The proposal package should be prepared in the least expensive method.
3. All proposals must be submitted under sealed cover and sent to the Department by dates and times shown in the *Key Action Dates and Times* section. Proposals received after this date and time will not be considered.

4. Proposers are encouraged to submit their proposals electronically, via email, to ServiceContracts@conservation.ca.gov. If a Proposer wishes to mail in their proposal, a minimum of one (1) original and one (1) copy of the proposal must be submitted.
5. The original proposal must be marked "ORIGINAL COPY". All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.
6. If the Proposer submits proprietary or personal information within their proposal, the information shall be redacted by the Proposer as a separate email attachment or physical document. The redaction shall not interfere with the public's ability to fully, completely, and accurately comprehend the proposal content and should not otherwise be edited or altered as in [Government Code 6250-6270.7](#).
7. The proposal envelopes must be plainly marked with the RFP number and title, your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

Department of Conservation
715 P Street, MS 1807
Sacramento, CA 95814
ATTN: Samantha
Brooks
1026-003 Strong-Motion Data Interpretation: Buildings
DO NOT OPEN

Proposals not submitted under sealed cover and marked as indicated may be rejected.

8. All proposals may include the documents identified in the Attachment Checklist. Proposals not including the proper "required attachments" shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
9. Mail proposal to the following address:

Department of Conservation
715 P Street, MS 1807
Sacramento, CA 95814
Attention: Samantha Brooks

Proposals may be submitted electronically, via email to ServiceContracts@conservation.ca.gov. If submitting a proposal electronically, please email one (1) complete proposal package as an attachment and include in the subject line "Proposal for 1026-003 Strong-Motion Data Interpretation: Buildings". The Department will reply to the Proposer's email with confirmation that the proposal email was received. If the Proposer does not receive a confirmation email from the Department, the proposal may be deemed non-responsive.

10. Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.

11. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The Department may reject any or all proposals and may waive an immaterial deviation in a proposal. The Department's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the Proposer from full compliance with all requirements if awarded the agreement.
12. Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the Proposer and shall not be charged to the State of California.
13. An individual who is authorized to bind the Proposer contractually shall sign the Proposal/Proposer Certification Sheet. The signature should indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
14. A Proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in the *Key Action Dates and Times* section. Proposer modifications offered in any other manner, oral or written, will not be considered.
15. A Proposer may withdraw its proposal by submitting a written withdrawal request to the Department, signed by the Proposer or an authorized agent. A Proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
16. The Department may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
17. The Department reserves the right to reject all proposals. The Department is not required to award a contract.
18. Before submitting a response to this solicitation, Proposers should review, correct all errors, and confirm compliance with the RFP requirements.
19. Where applicable, Proposer should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
20. More than one (1) proposal from an individual, firm, partnership, corporation or association under the same or different names, may not be considered.
21. The State does not accept alternate contract language from a prospective Contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC 02/2025) are not negotiable.
22. No oral understanding or agreement shall be binding on either party.

F. Evaluation Process

1. At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP. The Department will evaluate each proposal to determine its responsiveness to the published requirements. Pass/Fail determination is made for responsiveness of all RFP requirements. Items listed in Attachment 1 must be completed and signed (as required) to be considered responsive.

The Department will evaluate Proposers based on criteria according to the table below.

Administrative Criteria Evaluation	Pass	Fail
Mandatory Minimum Qualifications		
Commercially Useful Function (CUF) (if applicable)		
Tax Delinquent Status Verification		
Completed Cost Sheet and Response		
Response to Work to be Performed		
Proposal/Proposer Certification		
Bid/Bidder Declaration		
Corporation in Good Standing with the State		
List of Subcontractors (if applicable)		
All Other Required Attachments		

2. Proposals that contain false or misleading statements claimed by the Proposer may be rejected.
3. Award if made, will be to the highest scored responsible proposal after eligible preferences and/or incentives have been applied.
4. In the event of a tie, award will be determined by a coin toss. The coin toss will be witnessed and documented by two (2) or more Department representatives and the affected Proposers will be invited to attend.

In the event of a precise tie between the low responsible proposal of a certified small business and the low responsible proposal of a certified disabled veteran owned business that is also a small business, the contract will be awarded to the certified disabled veteran owned small business.

5. The proposals that pass the *Administrative Criteria Evaluation* section, will move onto the Technical Requirements Evaluation. The Technical Evaluation will be performed by an evaluation panel. If deemed necessary, independent academic, technical, or policy experts may be called upon to answer any specific questions regarding any proposal responses. These individuals will not be participants in the scoring process.

There will be no individual sheets, no written scores, and no written notes. There will be one (1) final consensus score sheet for each proposal.

The Technical Requirements Evaluation Criteria Table contains the scoring criteria that will be used by reviewers evaluating proposals submitted in response to this RFP. The evaluation team shall determine a consensus score for each item, based on the team's verbal discussion of each Proposer's responses. To determine the consensus score, evaluators will meet either in person or by teleconference to discuss in detail the strengths, weaknesses, and rating of each proposal to determine scores. The evaluation team will carefully review and discuss the completeness of Proposer's response, as well as clarity of documentation presented in the proposal submitted.

The Department will use the following scoring system to assign points. In the following chart is a list of all considerations that the evaluation team may consider when assigning individual points to a proposal.

Strength	Score	Description
High: No/Minimal Errors	20	Exceptional
	18	Outstanding
	16	Excellent
Medium: Some Errors	14	Very Good
	12	Good
	10	Satisfactorily
	8	Fair
Low: Many Errors	6	Marginal
	4	Poor
	2	Very Poor
	0	Proposer did not address the category or panel cannot evaluate based on materials provided

In assigning points for individual rating factors, raters may consider issues including, but not limited to, the extent to which a proposal response:

- a. Is lacking information, lacking depth or breadth, or lacking significant factor and/or details, and or
- b. Is fully developed comprehensive and has few if any weaknesses, defects or deficiencies, and/or
- c. Demonstrates that the Proposer understands the Department's needs, the services sought, and/or the Contractor's responsibilities and/or
- d. Illustrates the Proposer's capability to perform all services and meet all *Description of Services* requirements, and/or
- e. If implemented, will contribute to the achievement of the Department's goals and objectives and/or

- f. Demonstrates the Proposer's capacity, capability, and/or commitment to exceed regular service needs (i.e. enhanced features, approaches, or methods, creative or innovative business solutions).

Proposals may achieve a maximum of forty-five (45) cost points, which is weighted at 31% of the total points available. This criterion allows staff to evaluate and compare the budgets of each proposal relative to those of its competitors. Each Proposer must complete the Cost Sheet and Response. Any proposals submitted that are over the expected Department expenditure/budgeted amount of **\$100,000** will be disqualified.

Example: To help illustrate this process, refer to table below, for an example of the cost score calculation process. Cost figures in the example below explain the calculations and have no other significance.

Cost Evaluation and Scoring Methodology Example

Each Proposer's cost score will be calculated based on the ratio of the lowest cost proposal to the Proposer's cost, multiplied by the maximum number of cost points available 45 as shown in the calculation below:

Lowest Cost Proposal X 45 (Maximum Cost Points Available)

Proposal Cost

Proposer	Grand Total Cost	Calculation	Cost Points Awarded
A	\$40,000	$\$30,000 \times 45 / \$40,000$	33.75
B	\$35,000	$\$30,000 \times 45 / \$35,000$	38.57
C	\$30,000	$\$30,000 \times 45 / \$30,000$	45

Final Scoring Methodology

Proposer	Technical Score (out of 100)	Cost Score (out of 45)	Total Points Awarded
A	80	33.75	103.75
B	85	38.57	123.57
C	90	45	135

In this case the highest scored proposal from Proposer C would be the intended awardee (Subject to Small Business Preference Award).

G. Technical Requirements

Technical Evaluation will be on the response to the following:

The proposed study should utilize the strong-motion data recorded from selected CSMIP instrumented buildings to further the understanding of the seismic responses of the building structures. The proposed study should contain at least one of the following objectives:

- i. To validate or improve seismic analysis procedures
- ii. To improve seismic provisions in the building code and seismic design practices
- iii. To increase utilization of strong-motion data in post-earthquake response

Other objectives of relevance to California seismic safety will be considered if their importance is clearly demonstrated in the proposal. The proposed study must utilize CSMIP data. However, the proposed study may supplement CSMIP data with other local or global buildings or ground response data if necessary.

The following five components are required in your response (no page limit):

a. Problem Statement

A clear and concise statement of the specific objectives to be accomplished in the proposed study. The proposed approach for accomplishing these objectives should be clearly described. The proposers should review previous studies and explain how the proposed study will build on the results of previous related studies.

b. Vision

A brief list of existing strong-motion records and other information appropriate for the proposed study. Availability of strong-motion data and other pertinent information for the project's needs should be identified and discussed.

c. Overview of Research Tasks

A brief discussion and analysis of the strong-motion data for the proposed study. The analysis techniques that will be applied to the data should be described.

d. Research Plan

A work schedule detailing the tasks, milestones and deadlines (incorporating progress reporting requirements provided in Exhibit B).

e. Final Report and Result Dissemination

A plan for submittal of the final report and dissemination of the results, including preparation of the final report and presentation at CSMIP seminars held during the contract term (described in the Progress and Final Reports section).

Table: Evaluation Criteria (145 points possible)

EVALUATION DESCRIPTION	Points Possible	Points Awarded
Work Plan Factors		
<u>Technical quality of the proposed study.</u> This factor considers the merit of the proposed approach.	20	
<u>Technical quality of the proposed study.</u> This factor considers the probability of achieving positive results within the designated period.	20	
<u>Effectiveness of the proposed use of strong-motion data and other pertinent information in addressing the specific topic.</u> This factor considers whether the strong-motion records and other pertinent information proposed to be used are identified and discussed, and how the results would offer improvements in post- earthquake response, seismic design codes and practices.	20	
<u>Competence of the Principal Investigator (PI) and project team to perform the work.</u> This factor considers their experience and competence to perform the proposed project successfully, including their record of performance, publication record in the area related to the topic, familiarity with strong-motion data, and the ability of PI to effectively communicate the results to the technical and non-technical community.	20	
<u>Recent research performance of investigators.</u> This factor considers promptness with which the Principal Investigator has disseminated research results from previous projects to the scientific and engineering communities, especially in established peer- reviewed journals, and whether reporting requirements from any previous CSMIP awards have been satisfied.	20	
Proposal Cost Cost points will be calculated per the Secondary RFP Method in State Contracting Manual, Volume, 1, Chapter 5, Section 25	45	
TOTAL	145	

H. Award and Protest

1. Notice of the proposed award shall be posted in a public place in the office of the Department at least five (5) working days prior to awarding the Agreement. The notice of intent to award will be posted via Cal eProcure.
2. If any Proposer, prior to the award of agreement, files a written protest with the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605 and the Department on the grounds that the (protesting) Proposer is the lowest responsive responsible Proposer, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.

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

I. Disposition of Proposals

1. Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
2. Proposal packages may be returned only at the Proposer's expense, unless such expense is waived by the Department.

J. Payee Data Record

1. The Proposer awarded the contract must complete and submit form [STD 204 Payee Data Record](#), listing their taxpayer identification number if the Department does not have a current copy on file.
2. No payment will be made unless the Payee Data Record form has been completed and returned to the Department.

K. Contractor Certification Clauses (CCC 04/2017)

1. The Proposer awarded the contract must complete and submit the [Contractor Certification Clauses \(CCC 04/2017\)](#) if the Department does not have a current copy on file.
2. No payment will be made unless the Contractor Certification Clauses have been completed and returned to the Department.

L. Tax Delinquent Status Verification

1. Effective July 1, 2012 Public Contract Code 10295.4, requires state agencies to verify the tax delinquent status of Proposers responding to state solicitations.
2. At the time of proposal evaluation, prior to contract award and execution, the Department will verify all proposing firms and identified subcontractors are not listed as tax delinquent by the Franchise Tax Board and the California Department of Tax and Fee Administration. Any proposing firms or subcontractor listed as tax delinquent shall result in a proposal rejection and will not be considered for contract award. Proposing firms wanting further clarification can refer to the statute above or the websites listed below for additional information.

[California Department of Tax and Fee Administration – Top 500 Sales Tax and Use Delinquencies in California](#)

[Franchise Tax Board – Top 500 Delinquent Tax Payers](#)

M. Preference Programs

1. Small Business Preference

The small business preference offers certified small businesses or micro businesses a calculation preference in the amount of five percent (5%) of the highest responsible score submitted by a Proposer who is not a certified small business. The small business preference is used as a calculation for determining the highest scored Proposer and does not affect the actual price submitted.

The Department will grant small businesses a five percent (5%) small business preference on their score evaluation when a responsible non-small business:

- Includes in its proposal a notification to the Department that it is a small business or that it has submitted to DGS Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) a complete application no later than 5:00 p.m. on the proposal due date, and is subsequently certified by DGS as a small business

- Submits a timely, responsive proposal
- Has been determined to be a responsive proposer

Proposers having pending Small Business Certification applications under review by DGS concurrent with the proposal timeframe should contact OSDS to request an expedite review/approval of their application in order to be considered for the small business preference during the evaluation of this proposal. Contact OSDS at (916) 375-4940 to obtain information about the application expedite process.

Proposers must notify the Department, in writing, at the time of proposal submission that they have an application for Small Business Certification under review at the OSDS, and that they wish to be considered for the Small Business Preference Calculation.

b. Non-Small Business Preference

Non-small business Proposers will be granted a five percent (5%) non-small business preference when a responsive non-small business has agreed to subcontract at least twenty-five percent (25%) of their proposal with a California certified Small Business if the non-small business Proposer's proposal is not the highest scored. Responding Proposers must:

- Include in its proposal a notification to the Department that it commits to subcontract at least twenty-five percent (25%) of its net cost price with one or more California certified small businesses
- Submit timely proposal as specified in the proposal document
 - Be determined to be a responsive, responsible proposer
 - Identify the California certified small business/small business it commits to subcontract with. The Proposer will list certified small business subcontractor(s) and include their name, address, phone number, a description of the work to be performed, and the percentage (as specified in the solicitation) per subcontractor. The small business subcontractor(s) shall be identified on the Bidder Declaration.

c. Calculating Small Business Preference

The non-small business calculation preference of five percent (5%) is used for proposal evaluation purposes only. Awards made as a result of the non-small business preferences will be awarded at the Proposer's original proposal price. The preference will be computed as follows:

Proposer A, (Highest score) non-small business:	60
Proposer B, certified small business or non-small business subcontracting 25% to a certified small business:	58
Calculation Preference:	$60 \times .05 = 3$
Proposer B	58
Subtract calculated preference:	$\begin{array}{r} 58 \\ +3 \\ \hline =61 \end{array}$

Award is made to Proposer B as the high score of 61.

d. Maximum Allowable Preferences

In no event shall the combined cost of the small business or non-small business subcontractor preferences and preferences awarded pursuant to other provision of law exceed \$100,000.00. The five percent (5%) calculation preference is used for computation purposes only and does not alter or affect the actual cost price or the amount of the executed contract. When a certified small business is the highest responsible scorer, then there is no need to compute the small business preference as the small business is the highest scorer.

e. Disabled Veteran Business Enterprise (DVBE) Program

Under California Code of Regulations 1896.99.100, the California DVBE incentive provides responsive/responsible Proposers the opportunity to receive additional incentive calculations. The incentive is applied at the time of RFP evaluation when a Proposer has identified a California-certified DVBE subcontractor to provide services or commodities in support of the overall contract effort. Application of the DVBE incentive *may not displace a certified small business high scorer*.

The following are elements of the DVBE incentive program:

- The DVBE incentive is applied during the evaluation process and is only applied to responsive proposal from responsive Proposers proposing the percentage(s) of DVBE participation for the incentive(s) specified in the solicitation.
- DVBE incentive participation is at the discretion of the Proposer and is *optional* when overall DVBE program requirements are exempt by the State for that solicitation.
- A Proposer must complete and return the DVBE incentive application request included within this solicitation with their proposal at the time of submission.
- Services or commodities provided by the DVBE firm must meet the definition of Commercial Useful Function (CUF) as defined under Military and Veterans Code 999 (B)(i)(iii) and under California Code of Regulations 1896.71 (I). A DVBE Proposer determined as not meeting CUF regulations will render the responding Proposer ineligible

for the DVBE incentive application.

DVBE participation incentives are calculated according to the table below.

DVBE Participation Level	Incentive Applied
Less than 1%	0% Incentive
1% to 1.99%	1% Incentive
2% to 2.99%	2% Incentive
3% to 3.99%	3% Incentive
4% to 4.99%	4% Incentive
5% or Higher	5% Incentive

N. Commercially Useful Function (CUF)

A certified small business, micro-business, or DVBE must meet commercial useful function (CUF) requirements under Government Code section 14837(d)(4). Selected firms must perform a “*commercially useful function*” relevant to this RFP. A Contractor is deemed to perform a CUF by executing all of the following:

- Is responsible for the execution of a distinct element of the work of the Agreement.
- Carries out contractual obligations by performing, managing, or supervising the work involved.
- Performs work that is normal for its business services and functions.
- Is not further subcontracting a portion of the work that is greater than expected to be subcontracted by normal industry practices.
- Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, and, if applicable, making payment.
- Its role is not an extra participant in the transaction, contract, or project through which funds are passed in order to obtain the appearance of DVBE participation.

The Department will determine, to the best of its ability, that the Contractor meets the criteria above for CUF. In responding to this RFP, the Proposer is confirming that, under Government Code 14837 (d)(4), your business provides goods and/or services that meet the definition of CUF. All Proposers are required to provide CUF documentation using the Bid/Bidders Declaration, included in this RFP. When completing the declaration, Proposers must identify all subcontractors proposed for participation in the contract. Any Proposer awarded a contract is contractually obligated to use the subcontractor for the corresponding work defined unless the Department agrees to a substitution.

VIII. Required Attachments

Attachment 1: Required Attachment Checklist

A complete proposal package should include all of the items identified below.

Complete and return this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to the State. For your proposal to be responsive, all required attachments should be returned and this attachment shall be signed.

Attachment		Attachment Name/Description
☐	Attachment 1	Required Attachment Checklist (this page or a copy of this page)
☐	Attachment 2	Bid Sheet and Response
☐	Attachment 3	Bid/Bidder Certification Sheet
☐	Attachment 4	Bid/Bidder Declaration
☐	Attachment 5	Darfur Act Certification
☐	Attachment 6	Disabled Veteran Business Enterprise Declarations (STD 843)
☐	Attachment 7	References
☐	Attachment 8	California Civil Rights Laws Certification (Proposals expected to meet/exceed \$100,000)
☐	Attachment 9	Contractor Certification Clause
☐	Resumes of Proposer and Subcontractor(s)	
☐	Work Plan	

Printed Name: _____

Title: _____

Signature: _____

Attachment 2: Bid Sheet and Response

A Bid Sheet and Response shall be submitted with your proposal package in the format below.

By submitting a proposal, the Proposer is accepting the terms and conditions contained in this solicitation. The Proposer hereby proposes and agrees to furnish all labor, materials, travel and equipment, to perform all work described herein, and such addenda thereto as may be issued prior to the submission deadline.

The Proposer is required to bid on each item. Failure to indicate a dollar amount in any item, or a zero-dollar (\$0.00) amount listed for any item will be interpreted and understood by the Department to mean that the Proposer is indicating a zero-dollar (\$0.00) amount, and will perform any such services, up to and including the quantity indicated, at no cost to the Department.

In the event of a computational error, unit prices will prevail over extended totals. The Department will check bid calculations and recalculate bid totals.

The total will be determined by adding all of the maximum allowable costs together.

Project Manager: _____

Item/Task Name			Number of Hours	Maximum Allowable Cost
				\$
				\$
				\$
				\$
				\$
Travel**				\$
Total:				\$

** The Department will reimburse the Contractor for actual expenditures, mileage, and per diem and parking per the guidelines listed below:

- Parking fees for each trip, only if accompanied by a receipt.
- Mileage, and per diem up to the current State rate, in effect at the time of travel.

The Department will not reimburse for incidental costs incurred. These rates and policies for travel reimbursement are available for review at the [California Department of Human Resource's website](#).

Printed Name: _____

Title: _____

Signature: _____

Attachment 3: Bid/Bidder Certification Sheet

This Bid/Bidder Certification Sheet shall be signed (original signature) and returned. By signing this Certification Sheet, the Proposer is declaring that:

- All required attachments are included with this certification sheet.
- The signature affixed hereon and dated certifies compliance with all the requirements of this solicitation.
- The signature below is the authorized signer and authorizes the verification of this certification.

1. Company Name	2. Telephone Number ()	3. Email Address		
4. Address				
5. Indicate your organization type: ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Other _____				
Indicate the applicable employee and/or corporation number:				
6. Federal Employee ID No. (FEIN)	7. California Corporation No.			
8. Indicate applicable license and/or certification information:				
9. Bidder's Name (Print)	10. Title			
11. Signature	12. Date			
13. Are you, or a subcontractor providing at least 25% (twenty five percent) of the work on this contract certified with the Department of General Services, Office of Small Business or Disabled Veteran Business Enterprise as:				
<table border="0"><tr><td style="vertical-align: top; width: 50%;">a. California Small Business Yes ☐ No ☐ If yes, enter certification number: </td><td style="vertical-align: top; width: 50%;">b. Disabled Veteran Business Enterprise Yes ☐ No ☐ If yes, enter your service code below:</td></tr></table>			a. California Small Business Yes ☐ No ☐ If yes, enter certification number:	b. Disabled Veteran Business Enterprise Yes ☐ No ☐ If yes, enter your service code below:
a. California Small Business Yes ☐ No ☐ If yes, enter certification number:	b. Disabled Veteran Business Enterprise Yes ☐ No ☐ If yes, enter your service code below:			
NOTE: A copy of your Certification is required to be included if either of the above items is checked " Yes ". Date application was submitted to OSDS, if an application is pending:				

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

Item Numbers	Instructions
1, 2, 3, 4	Shall be completed. These items are self-explanatory.
5	A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals. The other option would consist of non-sole proprietorships, partnerships, or corporations.
6	Enter your federal employee tax identification number.
7	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
8	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license, when required. Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license, when required.
9, 10, 11, 12	Shall be completed. These items are self-explanatory. Signature REQUIRED.
13	If certified as a California Small Business, place a check in the "Yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

Attachment 4: Bid/Bidder Declaration

Complete the Bid/Bidder Declaration by following the instructions below. An electronic fillable version can be accessed through the [Department of General Services' website](#).

State of California—Department of General Services, Procurement Division
GSPD-05-106 (REV 08/09) Verbal Version

BIDDER DECLARATION

1. Prime bidder information (**Review attached Bidder Declaration Instructions prior to completion of this form**):
- a. Identify current California certification(s) (**MB, SB, NVSA, DVBE**): or None ☐ (If "None," go to Item #2)
- b. Will subcontractors be used for this contract? Yes ☐ No ☐ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.
- c. If you are a California certified DVBE: (1) Are you a broker or agent? Yes ☐ No ☐
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes ☐ No ☐ N/A ☐
2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

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

3. **CERTIFICATION:** By signing this form, I certify under penalty of perjury that the information provided is true and correct.
- Printed Name: _____ Signature: _____ Date Signed: _____
- Page of

BIDDER DECLARATION Instructions

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

- 1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:
- Microbusiness (MB)
 - Small Business (SB)
 - Nonprofit Veteran Service Agency (NVSA)
 - Disabled Veteran Business Enterprise (DVBE)

- 1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No," proceed to Item #1.c. If "Yes," enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

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

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

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

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

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ____ of ____" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page ____ of ____" accordingly.

2. (continued) Column Labels

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

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

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

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

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

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

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

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

Enter "N/A" if the:

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

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

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

3. Read the certification at the bottom of the page. An individual that is authorized to bind the firm contractually is to print their name, sign and date the form. Also, complete the "Page ____ of ____" accordingly.

Attachment 5: Darfur Act Certification

Proposers that currently, or within the previous three (3) years have had business activities or other operations outside of the United States shall complete the Darfur Act Certification.

Proposers may complete the Darfur Act Certification by following the instructions below. An electronic fillable version can be accessed through the [Department of General Services' website](#).

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do not need to complete this form.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is not a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

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

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Initials of Submitter</i>	
<i>Printed Name and Title of Person Initialing</i>	

Attachment 6: Disabled Veteran Business Enterprise Declarations (STD 843)

Proposer shall complete the Disabled Veteran Business Enterprise Declarations (STD 843) if a Disabled Veteran Business Enterprise (DVBE) contractor or subcontractor will provide materials, supplies, services, or equipment. An electronic fillable version can be accessed through the [Department of General Services' website](#).

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 5/2006)

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

SECTION 1

Name of certified DVBE: _____ DVBE Ref. Number: _____

Description (materials/supplies/services/equipment proposed): _____

Solicitation/Contract Number: _____ SCPRS Ref. Number: _____

(FOR STATE USE ONLY)

SECTION 2

APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.

- ☐ I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.
- ☐ Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). (Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)

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

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

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

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

Firm/Principal Phone: _____ Address: _____

SECTION 3

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

- ☐ Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.
- ☐ The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2, subsections (c) and (g)*. *Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.*

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

(Printed Name) _____ (Signature) _____ (Date Signed)

(Address of Owner) _____ (Telephone) _____ (Tax Identification Number of Owner)

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

(Printed Name of DV Manager) _____ (Signature of DV Manager) _____ (Date Signed)

Attachment 7: Bidder References

Proposer shall list at least three (3) references for services performed within the last five (5) years, which are similar to the description of services described in this RFP that are to be performed in the Agreement.

REFERENCE 1			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief description of services performed.			
REFERENCE 2			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief description of services performed.			
REFERENCE 3			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief description of services performed.			

Attachment 8: California Civil Rights Laws Certification

Complete the California Civil Rights Laws Certification by following the instructions below. An electronic fillable version can be accessed through the [Department of General Services' website](#).

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. <i>Proposer/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

Attachment 9: Contractor Certification Clause

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.